

SFMTA - Powered Scooter Share Application - 2019



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			
Business Name:	Lyft, Inc.	Business Phone:	206.920.2963
Contact Person:	Marlo Sandler	Phone:	206.920.2963
Mailing Address:	185 Berry St., Suite 5000 San Francisco, CA 94107		
Street Address if different than above:	same		
Email Address:	marlos@lyft.com	Website:	https://www.lyft.com/scooters

Application Agreement

<p>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.</p>	
Name of Applicant	Lyft, Inc.
Authorized Signature	<i>Dor Levi</i>
Printed Name, Title and Date	Dor Levi, Head of Lyft Bikes and Scooters

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Cover Letter

San Francisco Municipal Transportation Agency
1 South Van Ness Avenue, 7th Floor
San Francisco, CA, 94103
Attn: Adrian Leung

August 21, 2019

Dear San Francisco Municipal Transportation Agency:

Lyft was founded with the mission of reconnecting communities through better transportation. At the heart of that mission are commitments to building partnerships that decouple the right to mobility from auto-ownership, expand sustainable transportation options, and ultimately create a new transportation equilibrium that places people, not cars, at the center of our cities.

Lyft is excited by this opportunity to bring our electric scooter operations and approach to the City of San Francisco. As demonstrated by our scooter operations in other markets, Lyft can assist the City in implementing a sustainable mobility network that is geared toward specifically meeting the City's transportation goals, including expanding affordable access, reducing greenhouse gas emissions, and facilitating greater access to transit. Highlights of the strategies and innovations that weave their way throughout our proposal are described below:

- **Pricing: Advancing Equity and Economic Opportunities through our Community Pass Program.**

Lyft is committed to delivering an equitable and inclusive scooter program that builds on our experience developing and growing the Bay Wheels Bike Share for All program. Lyft's low-income discount scooter membership program, **Community Pass**, costs \$5 per month, includes unlimited 30 minute rides, and requires no deposit. With the largest percentage of members enrolled in low-income bikeshare membership in the country, this program is a national leader in equity-driven fare products that reduces financial barriers to transportation. The success of Bay Area's Bike Share for All program was achieved by working closely with local community groups to connect with residents who would be well served by discounted mobility services. We intend to bring the same approach, level of investment, and focus to the SF scooter program.

- **Operations Approach: Deliver a program focused on Key Neighborhoods and expanding our Adaptive Mobility Program.**

Lyft is committed to delivering an equitable scooter network focused on expanding access in Key Neighborhoods. Our proprietary back-end fleet management tool will empower our Operations team with real-time monitoring that will guide rebalancing to meet equity goals and rider demands. Leveraging these tools as well as dynamic in-app incentives for user redistribution, Lyft will work to ensure that Key Neighborhoods are covered and no more than 40% of the permitted fleet is within the SFMTA-defined Downtown Core. In addition, we will continue to invest in our unique partnership with Bay Area Outreach & Recreation Program (BORP) on our Adaptive Mobility Pilot program, including adding new adaptive mobility devices to the pilot program.

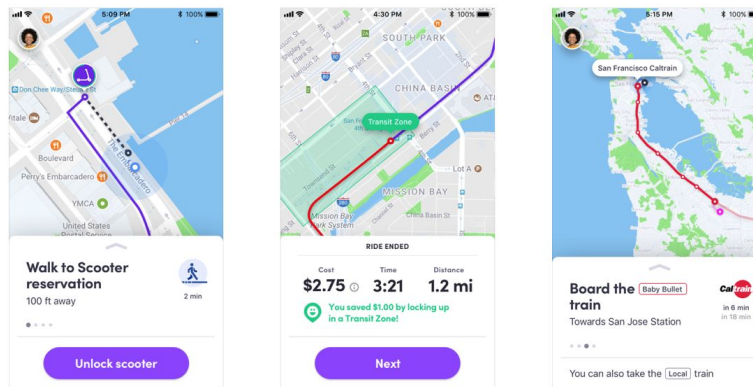
- **Safety: Concerted Tech and Operational Investments to Ensure Safe Riding and Parking.**

To support safety for all residents - riders and non-riders alike - our compliance and safety approach (see **Section E**) adopts a multi-pronged strategy that combines engineering, encouragement, education, enforcement and on the ground safety training. Our team prioritizes technological solutions, financial

incentive programs, helmet giveaway partnerships, and in-app education to help deliver a safe and scalable scooter program, while reducing reliance on penalties and fees, which tend to disproportionately burden lower-income users. That being said, we are committed to working with SFMTA to eliminate bad actors from the program.

- **Sustainability: Making tech and operational investments in SFMTA’s Transit First Policy and taking a LCA-informed approach to operations design.**

In support of SFMTA’s Transit First goals and in recognition of the value of e-scooters as a first/last mile solution to transit, Lyft’s scooter rollout would be accompanied by the addition of real-time transit information, transit vehicle location, and transit trip planning in the Lyft App. **This new feature will surface transit options to users on each and every trip as well as facilitate seamless first-last mile connections.** In addition, Lyft proposes to work with SFMTA to designate transit incentive zones, which will provide discounts to users who utilize scooters to connect to designated transit hubs.



Lyft is also committed to delivering a scooter program that takes action to minimize the global environmental impact of our e-scooter operations. In that vein, Lyft has invested in a preliminary Life Cycle Analysis of our scooters (see **Section F**). Our initial LCA results identified key areas for action that Lyft is now investing in to reduce the lifecycle impact of our vehicles - from design to shipping through end of life. Finally, to deliver on both SFMTA’s and Lyft’s shared Climate Action goals, Lyft commits to charging our scooters using CleanPowerSF’s 100% renewable SuperGreen product and to purchasing carbon offsets for any VMTs associated with scooter operations.

- **Hiring and Labor Plan: A Robust Team Grounded in Local Knowledge and Committed to Inclusion.**

Our hiring and labor practices are guided by Lyft’s commitment to creating a culture of inclusion. We believe that diverse, local perspectives are critical to successfully executing our vision and are reflected in our Bike and Scooter team. Our team is a blend of full-time Lyft employees and full- and part-time operations team members, who are trained to deliver robust maintenance and operations program. As an equal employment opportunity employer, we will work to ensure that our partners not only comply with all state, federal, and local labor laws, but also maintain fair wages, positive working conditions, and strong health and welfare benefits for their team members.

- **Community Engagement Plan: Partnering to Expand Equity**

We believe that a **robust and inclusive community engagement strategy** is the key to delivering an equitable micro-mobility program that meets the needs of all San Francisco communities, including those who have historically faced the greatest barriers to access. From the outset of our micro-mobility operations, we have committed to engaging local community groups, civic and business associations,

advocacy organizations and local elected officials to initiate conversations on how to build programs that advances equity, promotes sustainability, and connects communities. Our partnerships with community organizations and nonprofits, including TransForm, have enabled us to dramatically expand our bikeshare outreach to low-income communities and communities of concern. We will bring the same approach to our Scooter program to work towards ridership demographics that reflect the economic and racial diversity of San Francisco, and aim to help underserved communities use our scooter system to overcome transportation barriers to education and employment.

- **Experience: Recognized as a Compliant, Responsive and Good Faith e-Scooter Operator.**

Our scooters are currently available in 21 cities (see **Section J**) and have delivered millions of rides. Lyft only operates micromobility solutions in communities where we have received approval to operate from the governing local jurisdiction. Moreover, our approach to operations emphasizes equity, safety and sustainability - and we constantly strive to be the most compliant and responsive operator in every market we serve. Our collaborative approach and responsive operations model has been praised by local regulators for working “proactively to ensure quick issue resolution and full program compliance” (Attachment 4).

At Lyft, we recognize that public transit is the foundation of urban mobility, and that we have a leadership role to play in supporting SFMTA’s Transit-First Policy by delivering an equity and sustainability focused scooter share program that is committed to helping fill first/last-mile gaps to transit. We believe that our unique tech and operational approach to scooter share program design can play an important role in improving access to local transit and reducing single occupancy vehicle travel. We are excited to have the opportunity to apply for a Scooter Permit and appreciate your time and consideration of our application.

Respectfully submitted,



Caroline Samponaro
Lyft Bike and Scooter
Policy
csamponaro@lyft.com
718-753-6842



Application Materials

A. Device Standards and Safety Assurances

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

Please see Attachment 1 - Battery Certifications.

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

Lyft's vehicles are tested by a third-party lab and we will provide the final independent lab results with the vehicle delivery on Friday, August 23.

A.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.

Safety is of highest priority for Lyft. At least once every four days, each scooter goes through a rigorous inspection by a trained mechanic. During each inspection event, our in-house scooter operations team conducts a test ride and visually inspects each scooter for both cleanliness and operability. Inspections include checking for water intrusion damage, and ensuring that all mechanical functions are in working order. Finally, the team run diagnostics on any scooters that are reported by users as having battery life issues. While in the field, Lyft monitors its scooters and scooter batteries in real time and has the ability to disable any scooter which show an irregularity. Lyft also monitors customer feedback to proactively identify any potential issues with the scooters and immediately removes any scooter from service if the Lyft operations team determines it unsafe to ride. Please see Section E.1.f for more information on our safety complaint and resolution process.

B. Sample Scooters

B.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 time slot 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.

Lyft will deliver two scooters on Friday, August 23. Please contact Jake Darby (jdarby@lyft.com, 415-818-7908) and Marlo Sandler (marlos@lyft.com, 206-920-2963) to schedule a time for delivery.

C. Pricing Structure

C.1 Low-income user plan that waives any applicable scooter deposit and offers a min 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. Lyft's low-income discount program, **Community Pass**, costs \$5 per month, includes unlimited 30 minute rides, and requires no deposit. Access is available to San Francisco residents ages 18 and older who are currently enrolled or eligible for a state or federal assistance program, such as CalFresh (SNAP), PG&E's CARE Program, or MUNI's Lifeline program. Members can enroll online at <https://www.surveymonkey.com/r/ZQQ32NM>. This form is linked on our website and is shared at community events. Lyft staff verify the documentation provided by the member before issuing the Community Pass. Please refer to **Section C.5** below for a description of our cash payment options.

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

Lyft also provides discounted pricing to consumers based on their riding behavior. As discussed further in **Section C9** and **Section D5**, Lyft plans to offer user based incentive programs as its other discount plans in an effort to incentivize SFMTA's desired parking, vehicle distribution and transit-access program goals.

C.3 Strategy for achieving the goal of one low-income plan member for every five scooters authorized. Lyft will build off the success of Bay Wheels, where approximately 20% of our members are enrolled in the Bike Share for All, low-income membership program. This was achieved by working with local community groups, including bike advocacy organizations like the San Francisco Bike Coalition, community bike shops like the Yellow Bike Project, and immigrant advocacy groups like the Chinese Newcomers Service Center, to connect with people who can most benefit from more affordable transportation options. Our proven strategy is to meet people where they are at, whether it be at the farmer's market or neighborhood block party, and offer different opportunities to get their questions answered by a Bay Wheels representative and sign up for the program. Bike Share for All is a national leader in reducing financial barriers to transportation, and we intend to bring the same level of investment and focus to our scooter riders.

C.4 Proposed rates, including any membership plans. Unlock Fee \$1 - base fare of \$1 per trip on a Lyft scooter; **Usage Rate \$0.15 per minute** - From time of unlock until the scooter is parked, locked, and released to the network; **Out of Service Area Penalty up to \$25** - If a scooter is left outside the service area, we reserve the right to charge the rider a Service Fee of up to \$25 depending on the distance of the violation; **Reservation Fee \$0.15 per minute** - Users can reserve scooters for up to 10 minutes; **Community Pass \$5/month** - Lyft's low-income discount program

C.5 Cash payment options. To further reduce economic barriers to access, Lyft has enabled riders to use prepaid debit cards to create an account and rent a scooter. Unbanked customers can purchase prepaid debit cards with cash at any local grocery store, convenience store, or pharmacy and use the card to open a Lyft account and pay for scooter rides, making cash payments a ubiquitous and convenient option. Prepaid debit cards are currently used to pay for thousands of rides under Lyft's 40+ transit partnerships. **Lyft has elected to use the prepaid debit card solution to serve unbanked passengers because it does not lock up funds that are exclusively redeemable on Lyft, providing a convenient and less restrictive experience to cash-based users.**

C.6 Plan for offering service to users without a smart phone. Community Pass Members without access to a smartphone can call Lyft's Operations Team via a direct line to start and end scooter rides during service hours. The rider provides the scooter ID number to the Operations Team to both unlock and lock the scooter at the beginning and end of the ride. We will soon offer riders the option to **unlock a Lyft scooter using the Clipper Card**. Similar to Bay Wheels, riders will be able to link their Clipper card to their account in the Lyft App to unlock

scooters by tapping the card on the top of the scooter stem. Riders will be able to link their Clipper card either by phone or web.

C.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. Our pricing and rental agreement are designed to encourage short, individual trips and not full day rentals. Lyft is able to surface “incentive zones” to users which can improve operations to maximize fleet availability, facilitate balanced distribution of scooters, and also nudge users towards starting and ending points that better serve the needs of the next rider. In practice, there is enough flexibility built into the system currently to to a) give real-time discounts based on where a trip ended and b) surface this information prior to the start of a ride so they are able to adjust their destination based on the discounts or fees they may incur. Examples include a discount for parking in an area low on scooters, or charging a fee for parking in an area with a surplus of scooters.

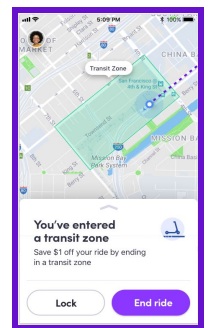
C.8 Billing and customer service business rules for lost scooters. Our Customer Experience team will process reports of lost or missing scooters. A scooter is considered lost/missing after being in a single continuous ride for more than six hours without being properly locked. After six hours, users will receive notification that their scooter is considered missing and ask that it be returned or locked. If a user reports that a scooter was taken while unattended, we will end the ride and send a pick-up request for the scooter at its last known location. If a police report is provided, we will end the ride immediately with no charge to the user. If the scooter is returned after 6 hours but before 3 days, users will be charged a “Maximum Usage Fee” of \$75 (10% of the cost of a scooter). If the scooter is not returned within 3 days, users will be charged \$750 for the cost of the scooter. If the scooter is later returned, the charge will be reduced to \$75 as a one-time courtesy. If a charge fails, the user is disabled from the use of the Lyft system until the fee is paid.

C.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.

Lyft believes scooter networks hold promise as a key first-last mile connection solution to bridge the gap between San Francisco’s core rail and bus networks and a traveler’s final destination.

Transit-Oriented Deployment Plan: Our scooter deployment and rebalancing plan prioritizes major transit hubs and trunkline bus and rail corridors to encourage the use of scooters as first/last-mile solutions. **Dynamic Discounting System:** To support higher transit utilization, Lyft will offer discounted transit zones that will offer users up to a 100% discount on rides that start or end at designated transit stops such as MUNI, BART, and Caltrain.

Real-Time Transit Information: We integrate real-time transit information into the Lyft App to help riders seamlessly plan and execute multimodal trips. **Outreach:** In addition to in-app notifications, Lyft’s transit incentives will be communicated through the community engagement strategies described in Section H. We will coordinate with the efforts of local agencies and community partners to engage transit riders, especially in underserved communities like the Bayview, Hunters Point, Chinatown, and the Western Addition.



C.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. Lyft’s Community Pass program is advertised on our scooter microsites. To preview an example see the Oakland microsite: <https://www.lyft.com/scooters/oakland-ca/community>. The site includes information on pricing, how to qualify, and how to sign up for the membership. We also advertise the program at community events, such as fairs, festivals, and farmers markets. Lyft will also work with our community partners, such as PODER, BMagic, Central City SRO Collaborative, Tenderloin Housing Clinic, City College of San Francisco and others to reach low-income residents in Communities of Concern who may qualify for the program. This outreach will be done in multiple languages to ensure we reach as many people as possible.

D. Operations Plan

D.1 Hours of operation

Lyft will make scooters available to customers 24/7. Daily operations will typically occur between 5 a.m. and 11 p.m. and include scooter distribution, rebalancing, pick-up, and maintenance. This initial operating plan is flexible and we are prepared to work with the City to modify hours as feasible based on the City's preferences, user demand, and safety conditions. Additionally, as our hardware, technology, and operations evolve, we will periodically revisit these operating hours in close coordination with the City.

D.2 Storage of scooters during non-operational hours

Our plan is to make scooters available for rental 24/7. Any scooters undergoing charging or maintenance would be located in a warehouse at 48366 Milmont Avenue, Fremont, CA 94538. This warehouse supports our regional scooter operations throughout the Bay Area.

D.3 Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements

Our deployment methodology prioritizes Key Neighborhoods as well as locations that enhance access to transit and serve high travel corridors. We view this plan as an initial draft and look forward to working with SFMTA to refine our deployment plan to maximize the impact of our program.

- 1. Ensure coverage and availability in Key Neighborhoods.** We are committed to making Lyft scooters an accessible and reliable transportation options for travel in Key Neighborhoods. To achieve this objective, we propose dedicating 20% of the scooter fleet to serve San Francisco residents who reside in Key Neighborhoods.
- 2. Serve Major Transit Hubs.** The second most important criterion driving our proposed scooter deployment will be proximity to transit stations. We aim to encourage the use of scooter share as first-last mile connections to major transit hubs and trunkline bus, rail, and ferry services in the community.
- 3. Serve Lower Transit Frequency Corridors.** To facilitate access to jobs, services, and amenities and fill in gaps in the transportation network (especially in Key Neighborhoods), our deployment plan aims to distribute scooters along retail and commercial corridors that have lower transit frequencies and/or coverage, and provide first-last mile access to nearby high-frequency Muni routes.
- 4. Access to Bikeways.** To help promote safe riding habits and remove barriers to use, we have considered where people would feel most comfortable riding scooters by trying to deploy scooters as close to safe riding routes as possible. As mentioned in Section E.1a, we will surface bike lane corridors to riders through the Lyft App to show safer travel corridors.

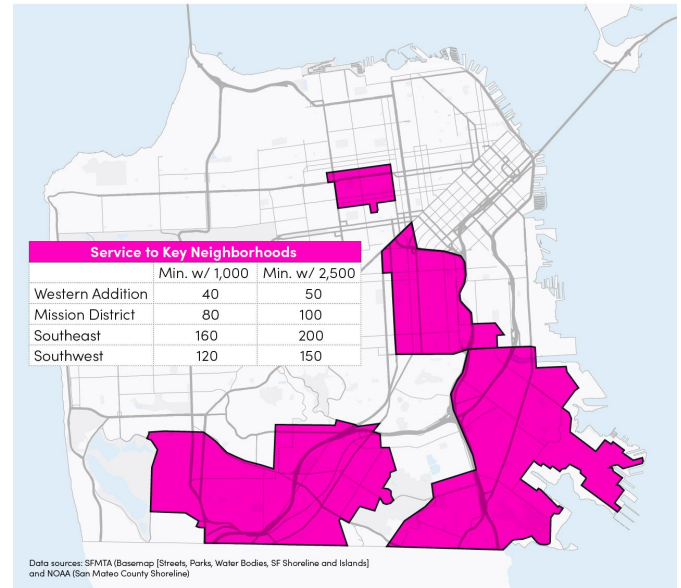
Our 24/7 in-house operation allows Lyft to ensure that we are meeting our deployment objectives. Operations Leads are on staff 24/7, monitoring the number of scooters in each quota area, with an emphasis on Key Neighborhoods. Furthermore, Field Associates will be on the ground picking up any low battery or damaged scooters in these areas and throughout the City. This way, we not only provide scooters in Key Neighborhoods and neighborhoods previously excluded from the benefits of scooter share, but also make sure that the scooters are consistently available to rent for residents.

In each phase, regardless of permitted fleet size, Lyft will deploy scooters on a daily basis throughout the Key Neighborhoods, exceeding the minimum number of scooters outlined in the Minimum Threshold Table. If awarded 2,500 scooters, we will distribute 20% of the fleet to Key Neighborhoods, otherwise we will distribute 400 scooters to Key Neighborhoods, according to the map below. Lyft can accomplish this by ensuring no more than 40% of the permitted fleet is within the SFMTA-defined Downtown Core.

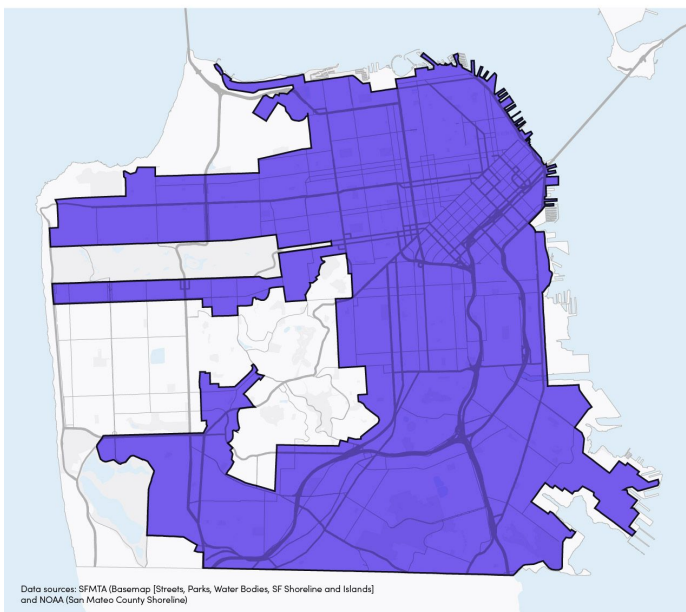
D.4 Service to neighborhoods without existing powered scooter share service

Lyft is excited to offer the benefits of scooter mobility to all residents and visitors of San Francisco. We propose unrestricted access to our fleet in many neighborhoods that lack scooter share today. Our service area encompasses all Communities of Concern and areas within and beyond the downtown core, including: Tenderloin, SOMA, Chinatown, Western Addition, Mission, Outer Mission/Excelsior, Visitacion Valley, and Bayview. By connecting these neighborhoods to the broader scooter network, customers will be able to get almost anywhere in San Francisco on a scooter. Lyft’s phased service area approach at launch provides an opportunity to learn about scooter use and operations in previously unserved neighborhoods and respond appropriately. In Phase 1, Lyft will immediately begin service in the Core Service Area, focusing on the Key Neighborhoods. However, if granted 2,500 scooters, Lyft will also immediately provide service to the entirety of the Richmond District, and a portion of the Presidio. As Lyft learns more about scooter use and operations, Lyft would expand to other neighborhoods. If granted 2,500 scooters, Lyft will add service to the northern portion of the Sunset in Phase 2 and to the southern portion, primarily West Portal, in Phase 3. Otherwise, Lyft will expand to the Richmond and a portion of the Presidio in Phase 2. Lyft anticipates working with the City of San Francisco to make adjustments as needed, either in fleet size or service area. Once Lyft has proven to be a successful scooter operator, Lyft hopes to bring scooter service to the entirety of San Francisco with an increased fleet size.

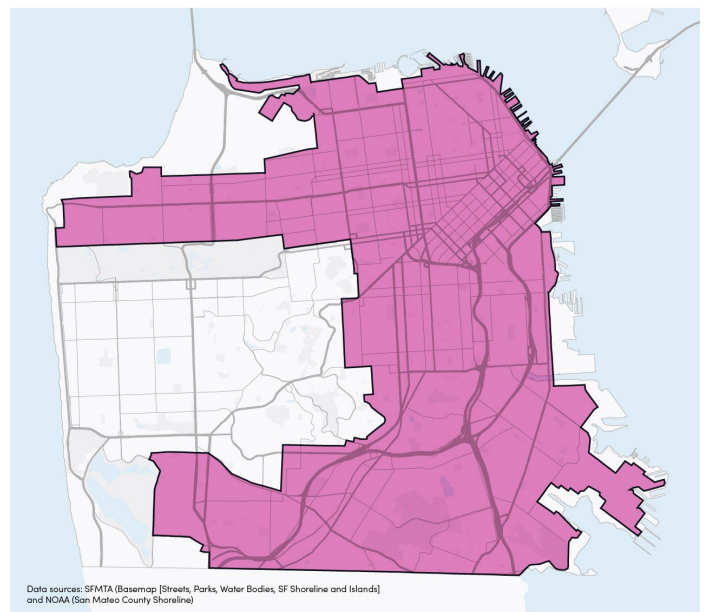
Deployment to Key Neighborhoods



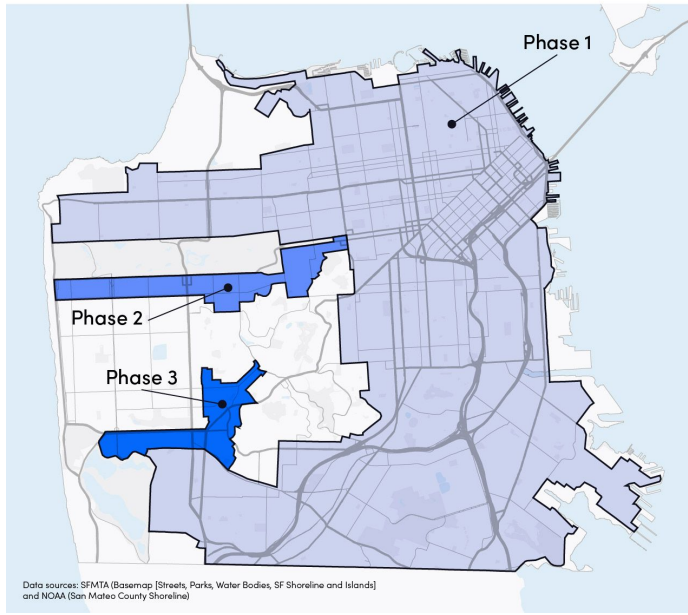
Preferred Proposed Service Area



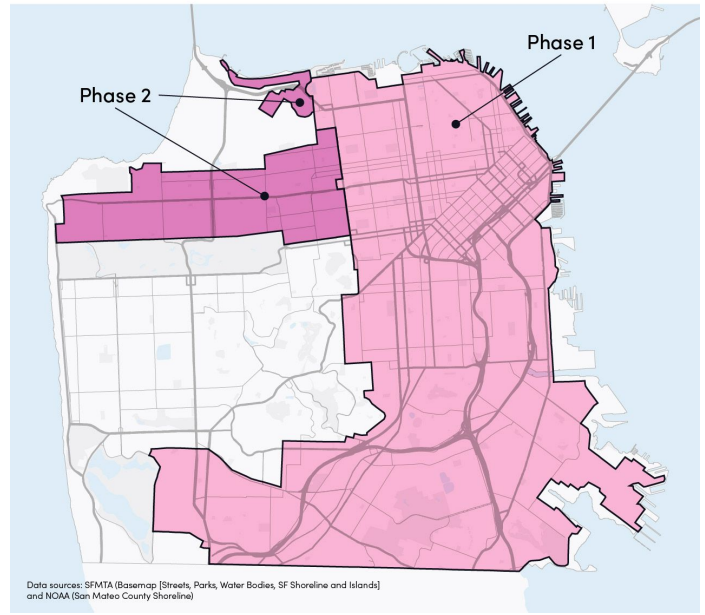
Alternative Proposed Service Area



Preferred Proposed Phasing



Alternative Proposed Phasing



D.5 Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements

We will use our proprietary, map view back-end fleet management tool to track the location of scooters in need of repositioning, recharging, or replacement to maximize fleet availability throughout the service area. As imbalances in equipment arise, vehicle charge is depleted, and usage violations occur, our software will deploy a team member to redistribute or replace our fleet. Rebalancing and redistribution occurs on a daily basis based on 24/7 monitoring. Our team will be trained to inspect and test scooters functionality in the field. Scooters will be assessed in the field to determine if they need to be repaired or returned to the warehouse for inspection and charging. If a scooter is removed from service, it will be replaced with a fully functional vehicle. Below are some of the key elements of our redistribution methodology aimed at maximizing scooter redistribution per VMT of our operations:

Distribution and Rebalancing. The Lyft team implements scooter redistribution procedures with the intent of both maximizing service availability and minimizing the VMT and greenhouse gas emissions (GHG) related to redistribution. We mainly use cargo vans for early morning and overnight scooter deployment and redistribution and late evening pickups. We prioritize efficiency in rebalancing by using a routing algorithm to minimize unnecessary VMT from van trips. We also use e-assist cargo trikes with large trailers and e-assist longtail bikes with smaller attached trailers.

Incentivizing User-Driven Redistribution. Lyft can surface dynamic incentives in-app, encouraging users to park in underutilized zones where there is a low supply of scooters to help with redistribution, helping the Lyft team to achieve distribution goals without incurring additional VMT.

New Incentive Programs for Scooter Parking. We are developing new in-app features that will help our field team reduce service trips and VMT associated with redistributing improperly parked scooters. These features will give riders the ability to cross-reference parking information with publicly available bike rack information and offer suggested destination adjustments to earn a discount. A robust rewards-style program will offer incentives for good parking (e.g. \$1 off your next ride if you parked properly after completing five consecutive trips) to reduce service trips and VMT associated with redistributing improperly parked vehicles.

D.6 Proposed methods for avoiding overcrowding of scooters in high-demand area(s)

We will continually evaluate supply and demand patterns across San Francisco to optimize program goals around availability in Key Neighborhoods, facilitation of multimodal trips, and overall ridership. We will also base decisions around the City's Percent Coverage target and Minimum Thresholds. Our operations team rebalances proactively, and will also respond to City concerns of over-concentration. When there is an overabundance of scooters in a particular location, our real-time demand modeling will instruct operations to remove scooters from a specific area. We are in the process of extending this model to users so they can earn small rewards for removing scooters from areas with an oversupply. In addition, as discussed in the prior section, Lyft can utilize in-app incentives to encourage rides to park scooters in underutilized zones rather than contributing to a potentially overcrowded area. A robust and well distributed set of preferred parking locations is crucial in preventing over-concentration of devices in any one location. Pending further conversations with SFMTA, we can prioritize placement of scooters in designated parking areas and will collaborate with public agencies and other stakeholders as the scooter fleet grows to adjust these locations as needed.

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

Adaptive Mobility Pilot Program. The Bay Area Outreach & Recreation Program (BORP) and Lyft recently launched the Bay Area's first adaptive mobility pilot program in San Francisco and Oakland. This program offers people living with mobility-related disabilities the opportunity to enjoy handcycles, foot cycles and side-by-side tandem mobility devices. Through this pilot, we are working to gather a better understanding of the accessibility needs of the community so that we can deliver improved services in the future.

BORP has been providing athletic and recreational activities for people with physical disabilities in the Bay Area for over 40 years. They have run an adaptive cycling center in Berkeley for a number of years and are an important Lyft community partner. The cities of Oakland and San Francisco have been interested in setting up adaptive mobility pilot programs for several years and began scoping out a program with Motivate, Oakland DOT, and the SFMTA. Lyft has attended steering committee meetings and been a part of the planning process and, collaboratively, we moved this project over the finish line in 2019. The partnership with Lyft, BORP, and city agencies has resulted in an adaptive mobility pilot program that offers 18 hours a week of free access to adaptive mobility devices for people with disabilities.



Lyft is a regular participant in the **Adaptive Bike Share Pilot TAC** (the group that planned for the Oakland and SF pilots) and this group is currently discussing plans for an adaptive scooter pilot in the Bay Area. This Committee includes representation from the SFMTA (Annette Williams, Accessible Services) and we hope to introduce another electric device to the existing BORP pilot program to better understand how it meets the community's

needs and interests. Lyft is committed to continuing the conversation around adaptive devices and taking ideas that emerge from this group. Lyft intends to collaborate with disability groups and Agency divisions in San Francisco including SFMTA Accessible Services, Mayor’s Office on Disability, Independent Living Resource Center, the Paratransit Coordinating Council, Senior and Disability Action and other groups on the specific needs of the disability community in relation to scooter use. We will facilitate opportunities for these groups to test out new adaptive device prototype models and get input from users. This input will enable us to develop a plan for a broader adaptive mobility program in SF.



SFMTA shared an update on the BORP program in a recent blog post: (<https://www.sfmta.com/blog/adaptive-bike-share-update>)

“The program at Golden Gate Park has a variety of adaptive bikes available and trained BORP staff are present to educate participants on their various options and to assist and fit users to their preferred bike. It is worth noting that, while people with disabilities might be the initial target audience for these devices, older adults and others who have wondered “can biking be for me?” will also have increased options as we expand ways for everyone to get around San Francisco.”



D.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

Lyft's operations management team will consist of a Market Manager, Operations Manager, Community Affairs Manager, Equity Manager, Marketing Manager, and Policy Manager. Our daily operations will be led by our mechanics, operations specialists, drivers, field associates, and warehouse associates. This local team has proven experience working together to operate scooter share in San Jose and Oakland, as well as bikeshare in San Francisco, San Jose, Oakland, and Berkeley. Supported by a national team of market and operations managers working in scooter share and bikeshare systems across the country and a collective knowledge of best practices and lessons learned in similarly sized cities, our Bay Area operations team is prepared to efficiently and successfully launch scooters in San Francisco. For more details on roles, qualifications, and responsibilities, please see Lyft's operations staffing plan in Section G.

D.9 Plan for proper scooter parking based on submittal under Section E of the application

To support safe riding and safe walking conditions for all users of the street, our approach to user compliance adopts a multipronged strategy of engineering, encouragement, education, and enforcement to ensure that users comply with all applicable laws. Discussed in greater detail in Section E, our plan for proper scooter parking leverages **in-app education and notifications** to remind riders about proper riding and parking etiquette, including that scooters should be locked securely to bike racks and not blocking the path of travel. We message our riders in onboarding and on an on-going basis to park according to San Francisco laws, and **allow anyone to report improperly parked scooters** in app or by phone with the "Flag" feature, even before or without taking a ride. We lead **quarterly scooter safety training workshops** and partner with community-based organizations to spread the word and tailor our trainings to meet people where they are. Although we emphasize education over enforcement, Lyft will **apply fees and other penalties** for poor user behavior, and can **suspend accounts** as requested by the City or at our discretion if clear patterns of bad user behavior emerges. In addition, our operations team will ensure **adequate distribution of scooters** while still following appropriate parking protocol, ensuring that scooters leave space for other riders by using no more than 50% of bike rack space.

D.10 Proposed fleet size at launch.

Lyft proposes a fleet size of 2,500. We recommend launching with 500 to 750 scooters the first week*, with incremental weekly increases to evaluate and react to demand throughout the market. To maintain 2,500 on-ground scooters, we require up to an additional 3,750 scooters as a buffer stock in our warehouse to maintain a fully deployed fleet (a 2.5:1 ratio), depending on local utilization levels and other rebalancing related factors. ***Why a Phased Rollout?** Lyft proposes to use the first 5 weeks to optimize our rebalancing system as well as our compliance education and rewards system. Lyft favors metered rollout plans that will allow us to effectively educate system users and prove to the greater community that we are committed to proactively addressing operational pain points as we scale our programs. We are open to discussing this phased rollout with SFMTA and adjusting as needed.

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

Lyft is committed to working with SFMTA, BART, and Caltrain in advance of any expected and unexpected transit service disruptions in the following ways:

Increased Capacity for Expected Service Interruptions: We expect scooter usage to expand dramatically with any transit service disruption. For an extended interruption, Lyft could increase capacity along the disrupted

transit route to provide a convenient alternative to impacted transit commuters. The process of providing denser coverage, known as “infill,” could involve temporary docking stations, new docking stations, and enlarging any existing stations. As always, SFMTA and Lyft will coordinate a robust community engagement process working closely with local supervisors ahead of any new dock installations. Lyft users will have access to scooter availability and real-time transit information all within the Lyft app, allowing users to seamlessly plan multi-modal trips and make alternative plans in the case of a transit disruption.

Scooter Deployment for Unexpected Interruptions: In the case of an unexpected transit service interruption, Lyft proposes coordinating with SFMTA to shift and target its rebalancing of our scooters to stations along a disrupted transit route to provide displaced transit riders with a convenient alternative travel option.

Valet Stations: Valet stations are staffed by Lyft team members in the system’s busiest areas, mostly near transit hubs. At these stations during peak hours, Lyft team members can “valet” extra scooters. In anticipation of any planned transit service disruption, Lyft could add new valet stations located in areas heavily affected.

E. Plan for Safe Scooter Riding & Parking

E.1 and E1.a 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. 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.

To support safe riding and safe walking conditions for all users of the street, we adopt a multipronged strategy of engineering, encouragement, education, and enforcement to ensure that users comply with all applicable laws. Our plan prioritizes technological features, financial incentive programs, and in-app education over enforcement to help deliver a safe, scalable, and equitable scooter program. Details are described throughout Section E.

- **EDUCATION | San Francisco microsite.** Lyft will create a unique San Francisco microsite that includes an overview of Lyft's Scooter program, instructions on how to ride, details on how to sign-up for Lyft's Community Pass program, a snapshot of local Dos and Don'ts (e.g., Do wear a helmet, Don't ride on the sidewalk) and other FAQs. To preview an example, please refer to the Oakland microsite (<https://www.lyft.com/scooters/oakland-ca>). **Training.** Our training strategy emphasizes partnering with existing community-based organizations who have extensive local knowledge, deep roots, and have been doing the hard work of organizing, informing, and building strong communities. These partners will help us identify opportunities to engage with our riders as part of their daily lives, whether that means showing up on a weekend at a busy neighborhood grocery store, attending university orientation week, or joining Sunday Streets. Our trained staff use these opportunities to teach existing and new users how to ride a scooter safely, how to park legally, and answer questions about the app. We will engage our community partners to help spread the word about our quarterly scooter safety training workshops, and reach a wider array of scooter riders (commuters, visitors, tourists, etc.). We have hosted several of these scooter safety workshops in Nashville, Austin, and Santa Monica, and will continue to build upon the success and lessons learned from these programs as we implement training workshops in San Francisco. **In-App Education.** The Lyft App onboarding flow includes an educational element that provides users with information about the program, scooter operations, required personal safety measures, and proper etiquette for sharing the road, bike lanes, and sidewalks both when operating and parking a scooter. We can also send in-app safety reminders to our scooter riders.
- **ENCOURAGEMENT |** Section E.1.c describes the incentives that will be implemented to support safe operations and parking.
- **ENGINEERING | Bike Lane Visibility.** To help riders identify the safest travel corridors for riding scooters, Lyft will prominently display all bike lanes within the Lyft App. This feature will encourage riders to find corridors with the best infrastructure for micromobility travel, which should lead to fewer sidewalk travel violations. **Sidewalk Riding Detection.** We are currently investigating onboard technologies on our scooters that detect improper riding (such as sidewalk riding) through a pilot in San Jose. This is a complex initiative that will require additional piloting data collection, testing the proof of concept, and validation, and over the long term, will help us address both rider and pedestrian safety. We would welcome the opportunity to expand that testing to the SF permit. **In-App Notifications and Safety Reminders.** The Lyft App has the ability to send in-app safety reminders during key touchpoints, such as at the beginning or end of a ride. See Section E.1.c for more information. **Report an Issue.** The Lyft app also provides users the ability to report mechanical or operational issues with their scooter at any point during their ride. Reported scooters will be remotely disabled and removed from use. **Driver's License Verification |** See Section E.3.

- **ENFORCEMENT** | See Section E.1.d, Section E.5, and Section E.6 for information about our enforcement and accountability features.

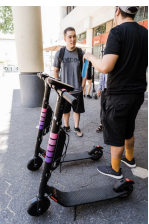
E.1.b Describe commitments to conveying information about proper parking to users on the mobile application and/or on the scooters, including detailed educational tools and reminders.

Lyft’s onboarding flow, as well as our San Francisco scooter microsite, will include specific instructions on how to park a scooter - noting that they must not block sidewalks, intersections, bus stops, or ADA ramps. Consistent reminders will help reinforce proper parking etiquette. We will leverage communication channels like email, in-app notifications, and social media to help convey important messages about how and where to safely ride and park Lyft scooters.

E.1.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.

Incentives / Rewards for good parking. Lyft will implement geofenced preferred parking areas or “Incentive Zones” around the city to encourage parking in accordance with parking regulations. Users can receive free rides or discounts off their next scooter ride. **Park and Pic.** Each user must snap a photo of their parked scooter upon ending the ride to document that the scooter is upright and not blocking a sidewalk or pathway. We have found this step helps encourage and remind users to properly park their scooter at the end of a ride. **Parking at bike racks.** The Lyft app onboarding flow encourages users to park at bike racks. *“Be mindful of others when parking - use bike racks or park by the curb at all times. Don’t block sidewalks, pathways, or ADA ramps.”*

E.1.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. Lyft can and will suspend accounts as requested by the City or at our discretion if we believe a user has acted inappropriately, putting public safety or our physical assets at risk. Complaints about poorly parked scooters or other bad behavior will be routed directly to our operations team, who can respond as quickly as possible to remedy the situation. Because we emphasize education over enforcement, Lyft will also implement a



robust street education team presence throughout the first month after launch and periodically throughout the year to educate San Francisco residents and visitors on the rules of the road. These Scootiquette Education teams will work along major scooting corridors and at popular events to reach as many people as possible, both spreading positive, proactive safety messages, and monitoring parking behavior in the field to make sure we provide education and/or enforcement of bad behavior on

the spot. This approach is based on learnings from what proved to be effective rider outreach/training during our launch of scooters in San Jose.

E.1.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.

Lyft is committed to ensuring compliance with local laws and regulations. We see proper parking and proper riding as the two most urgent accountability measures to address. For parking, we urge our riders during our onboarding flow and on an on-going basis to park according to the local laws. We also empower anyone to report improperly parked scooters in our app with the “Flag” feature and by contacting customer support (our phone number is listed on the scooter decals). When a scooter is reported, the local team is immediately notified to move the scooter. We are also able to detect when a scooter is tipped over and will send a team member to

address the issue. Lastly, we fine riders who park outside of the service area in an effort to encourage compliance. Addressing improper riding, for example riding on the Promenade path of the Embarcadero, is a more difficult technical challenge that we are committed to address. Our strategy includes both engineering and in-app education solutions. For example, we are currently developing onboard technologies that detect improper sidewalk riding, and will begin surfacing San Francisco’s bike lane network within the app to draw riders toward safe riding infrastructure. We will continue to advance these capabilities to unlock more rider accountability measures in the future.

E.1.f Describe your safety complaint investigation and resolution process.

We take scooter safety extremely seriously and we have worked extensively with local officials to provide the best experience for riders and communities at large. When we receive a safety report involving a Lyft Scooter, our dedicated team intakes and investigates the incident, assigning a level of severity to each. As appropriate, our trained safety team handles all outreach to the parties involved. We strive to answer customer service phone calls within 30 seconds, and 90% of customer service complaints are resolved under two hours via email. Depending on volume levels of webform reports, the whole escalation process can take a matter of minutes. We strive to respond to escalations in ways that prioritize proximity and efficiency, deploying the closest team member to the escalation. As part of our commitment to safety, each scooter is collected and inspected by our local operations teams to ensure that scooters remain in working, safe condition before they return to the street. Our teams also work in partnership with local law enforcement when needed.

E.1.g Describe what additional measures you will phase in if your initial approach does not achieve desired levels of compliance.

We are committed to delivering a compliant scooter program in San Francisco. Lyft is confident in our compliance plan and we will work with the City to incorporate best practices based on our operational experience in our existing markets and initial learnings in San Francisco. We view a transparent and collaborative partnership with the City is the key to adapting our compliance plan when needed in order to educate users and combat bad riding behaviors. We note that in other markets our scooter operations approach has been found to be robust and led to cities electing to increase our fleet size - such as in Santa Monica: “Lyft has demonstrated an exemplary ability to adhere to the Administrative Regulations and has worked proactively to ensure quick issue resolution and full program compliance” (See Attachment 4)

E.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.

The locking mechanism Lyft is employing utilizes a thick cable based system, similar to the system used successfully on our bicycles. The unit wraps around standard diameter poles and docking locations, and locks into a receptacle to securely and easily lock our vehicle in place. The cable setup ensures that the vehicle will be docked properly while utilizing a minimum amount of space to allow other vehicles to also lock on the dock. The flow of the locking system is fully controlled by our Lyft app, which issues an unlock command with an authorized user, and the ride ends once the cable is inserted into the lock, ensuring compliance with the need to lock a vehicle. When the user is riding, the cable is placed inside a secure receptacle to prevent any whipping and unwanted movement.

E.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.

Where required by a city partner, Lyft has implemented a driver’s license scanning function as part of the onboarding process. When a user tries to unlock a scooter for the first time, they are prompted to scan their driver’s license. If they do not comply, their license is expired, or their date of birth indicates they are under 18 years of age--they are not allowed to rent or ride a scooter.



E.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. Lyft provides user compliance education in the app and on our website. The Lyft app onboarding flow reminds users to always wear a helmet while riding a scooter. There is a helmet reminder on the safety decal placed on every Lyft scooter. Lyft will work with our Community Pass partner organizations to give away helmets at community programs and other outreach events (such as street fairs and festivals), building upon our successful outreach program to Bay Wheels discount plan members. We will explore additional opportunities with the City and other community partners to provide access to free or discounted helmets.

E.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. Noncustomers can contact **Lyft's Help and Critical Response Line (24/7)**, which is the central point of contact for customer support. Lyft's Customer Experience Team is available around the clock to support Lyft users. Agents are available 24 hours a day, 7 days a week to respond to any accidents, safety incidents, and citations that may occur through the scooter program. Lyft's Customer Experience Team can be reached through the Lyft App at any time using our report-an-issue feature or by calling the help line **1-877-452-6699** displayed on all scooter decals. Our Customer Service Team communicates directly with local operations teams in the field to resolve the issue. **Response Time.** We strive to answer customer service phone calls within 30 seconds, and 90% of customer service complaints are resolved under two hours via email. Depending on volume levels of webform reports, the whole escalation process can take a matter of minutes. We strive to respond to escalations in ways that prioritize proximity and efficiency, deploying the closest team member to the escalation. **Logging Complaints.** These reports will be tracked in the Shared Complaints Database as required by Appendix A. Lyft's Operations Team will review this database on a regular basis with SFMTA.

E.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. The Lyft operations system defines 'quota zones' in which we set maximum number of scooters for each zone. Our 24/7 operations team responds to over-concentrated quotas by rebalancing scooters to under-concentrated zones. Our operations team rebalances proactively, and will also respond to city concerns of over-concentration. As described above in Section D.11, scooter "valet stations" are staffed by Lyft team members in the system's busiest areas, mostly near transit hubs. In anticipation of any planned transit service disruption, Lyft could add new valet stations located in areas heavily affected. When there is an overabundance of scooters in a particular location, our real-time demand modeling will instruct operations to remove scooters from a specific area. We are in the process of extending this model to users so they can earn small rewards for removing scooters from areas with an oversupply.

E.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.

Riders can report an issue with the scooter at the end of every ride through the Lyft App. To ensure that any safety issues are immediately addressed, we request that riders report a collision or safety event by calling our customer support (the phone number is linked in the App and displayed on all scooter decals). When scooter users report a collision or other safety incident to our customer support team by phone, we always first ask if they are okay and urge them to call 911 if they are injured and need immediate assistance. Our safety investigation process is described further in Section E.1.f. Our customer support agents also encourage users to file a police report for the incident so that we can ensure everything is well documented. If the caller is reporting

a third party complaint (such as the behavior of another scooter rider), we encourage them to file a police report and let them know we will be fully compliant in responding to the situation.

F. Recharging, Maintenance, Cleaning, and Sustainability Plan

F.1 Describe how scooters will be recharged. Scooters are recovered whenever the battery percentage is low, and returned to the warehouse to recharge. Scooters are cleaned, inspected, and charged for deployment daily.

F.1.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.

Lyft uses a proprietary back-end fleet management tool to track the location of scooters in need of repositioning, recharging, or replacement to maximize fleet availability and quality. As imbalances in equipment arise, vehicle charge is depleted, or usage violations occur, our software will notify and deploy team members to redistribute or replace fleet vehicles.

F.1.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.

To ensure that our scooter deployments are never part of the problem and always part of the “positive parking solution,” we routinely train and retrain our Operations Team on proper scooter parking. We provide examples of appropriate locations to deploy scooters and we stress that scooters may never be parked in the middle of sidewalks or near fire hydrants or emergency exits. Each staff member is given deployment training and we conduct supervised in-field on their first deployment runs. Lyft does all training in-person with employees. We created a proprietary driver best practices test before people can deploy alone.

F.1.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.

Lyft’s has implemented the following operational approaches to reduce the negative impact of congestion, double parking and excessive operational VMT.

Congestion. To minimize impacts on peak hour congestion, we use cargo vans for early morning scooter deployment, redistribution, and late evening pickups for routine maintenance and charging.

Double Parking. Lyft has identified, loading zones where rebalancing vans can feasibly park without obstructing traffic. We also work to ensure that our rebalancing efforts do not obstruct bus lanes during rebalancing, instead prioritizing adjacent and perpendicular streets for drop operations while still remaining close to key first-last mile connections. Drivers receive standardized video training on parking rules, followed by an on-boarding quiz to ensure they understand the rules of the road.

Reducing VMT & Emissions. Please refer to Section D.5 for more details on our rebalancing methods to reduce VMT. In addition, Lyft purchases renewable energy credits for the electricity required for battery charging and office operations as well as offsets the carbon emissions for all Operations related vehicle miles traveled.

F.1.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.

Lyft’s field operations vans are equipped with software (GeoTab) that continuously tracks VMT. This mileage is aggregated and reviewed on a monthly basis, guiding our purchase of carbon offsets for all VMT as part of Lyft’s existing commitment to carbon neutrality. Lyft will report VMT to SFMTA, as well as the percentage of scooters that are deployed and rebalanced by vans, versus by bike trains, e-bikes, or users. Lyft will share this data with SFMTA in our monthly reports. In addition to reporting our VMT, we are committed to continuously assessing ways to improve our operational efficiency and reduce unnecessary operations-related VMT.

F.1.d.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. Lyft will provide this information as monthly and year-to-date

totals. It will be broken down by vehicle type and and/or fuel efficiency based on the EPA City MPG rating for the van by make/model/year. We will collect this data using the GeoTab software described in F.1.d above. It will be tracked in Google Sheets to be shared with SFMTA.

F.2 and F2a. 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 LCA with the SFMTA within 6 months including inventory Analysis and Impact Assessment. Lyft conducted an initial Life-Cycle Analysis of our scooter in order to begin addressing the full impact of our micromobility equipment from “cradle” to “grave.” Lyft’s **initial LCA assessment** was conducted using OpenLCA Software using the Ecoinvent 3.5 cut-off database. The **Functional Unit** of our analysis was the environmental impact per scooter-mile traveled. **Inventory Analysis: Manufacturing:** Processing and manufacturing of scooter components; assembly of key parts into final product (frame, wheels, IoT, motor and battery); **Transportation:** To move scooters from point of assembly to depot location by final market; manufacture/end-of-life of transport mode and related infrastructure; fuel needed for transport mode; **Use:** Electricity required to charge scooter battery over its lifetime; transport required to rebalance scooters, including manufacture of vehicles and fuel; and manufacturing of components required for scooter maintenance during its lifespan; and **End-of-Life:** Treatment of scooter materials for material recovery or conversion into energy. Our future LCA research will expand each of these categories. **Impact Analysis.** Our initial impact analysis considered the Global Warming Potential under best case, worst case, and average case scenarios --across the four phases. **Next Steps.** Our initial LCA effort identified key areas for action that Lyft is investing in to reduce the lifecycle impact of our vehicles - from design to shipping through end of life. Moreover, we plan to continue improving our understanding of the lifecycle impact of our vehicles through consideration of additional environmental impact categories and enhanced understanding of user mode switching.

F.2.b Life expectancy of component parts, including but not limited to: deck, wheels, motor, battery. Scooter lifespan varies widely and is greatly impacted by local conditions such as weather, road infrastructure, topography, and usage. Individual scooter components may wear at different rates depending on operating conditions. By proactively maintaining and repairing individual parts, we aim to keep the entire scooter functional and safe for as long as possible. **Frame**= 12 months; **Handlebars** = 9 months; **Deck** = 12 months; **Wheels** = 6 months; **Brakes** = 6 months; **Lights** = 12 months; **Motor** = 9 months; **Battery** = 15 months.

F.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.

Ongoing Preventive Maintenance. *Every four days or sooner* (if batteries drain faster due to high ride volume or issues are identified in the field), scooters are returned to the warehouse for a thorough inspection.

Recharging and Battery Maintenance. At least once every four days, scooters are collected and fully recharged at Lyft Operations Facility. As part of this process, Lyft Operations Team members inspect and run diagnostics on any scooters that are reported by users as having battery life issues. We have also implemented protocols for identifying and replacing batteries that have reached suboptimal points on their efficiency curves by monitoring voltage, charge cycles, and distance traveled per charge. For more information about our battery maintenance procedures, please see the subsection “Battery Maintenance and Safety” below. **Cleaning.** Lyft scooters are visually inspected for cleanliness each time they arrive at the warehouse. Scooters that fall below a minimum cleanliness standard undergo deep cleaning and refurbishing before being redeployed. **Inspection & Test Ride.** Each time a scooter arrives at the warehouse, our in-house scooter operations team conducts a test ride and visually inspects each scooter for both cleanliness and operability. Inspections include checking for water intrusion damage, and ensuring that all mechanical functions are in working order.

F.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. The Lyft app provides users with the ability to report mechanical or operational issues with their scooters. Any feedback is flagged for repair by our mechanic team. Once a user has reported the scooter, our operations staff immediately disables the scooter, and deploys a team member to recover the scooter within 2 hours. A reported scooter will remain disabled until after a trained mechanic is able to make an assessment or repair.

F.5 Describe how you will comply with the City's Zero Waste & Producer Responsibility policies, including taking responsibility for the scooters throughout their life cycles. Lyft's goal is to ensure that our rideables and their components – including hazardous materials such as batteries – are reused, repaired, refurbished, recycled or disposed of in a responsible manner. We will track and report this information per the Sustainability Guidelines and Requirements. A summary of our existing sustainability policies are provided below:

Supplier Engagement and Selection Criteria. Lyft is working with suppliers to extend rideable lifespan and develop manufacturing systems that progressively minimize negative impacts on human health and the physical environment along the supply chain. We are developing a Supplier Code of Conduct to ensure compliance with all local environmental laws and regulations, while pursuing reductions in emissions, improvements in energy impacts, and management of waste. **Operations and Maintenance Approach.** We work to extend the useful life of each device through preventative maintenance and parts replacement. When parts require replacement, we ensure that old parts are refurbished and reused in secondary applications, or disposed of responsibly. **Device Recycling Programs.** Lyft recognizes that reuse is more sustainable than recycling, and thus strives to achieve a closed-loop model in its warehouse operations to the greatest extent possible. Lyft maintains a partnership with a third-party entity to provide a national-level recycling program that includes safe storage and transport, any required disassembly and responsible recycling for all batteries and parts.

F.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 body of water.

Device design. The battery, motor controller, charger, and IoT module on the Lyft scooter are all water sealed to reduce contamination if the scooter is submerged in a body of water. **Education and Prevention.** Lyft will inform riders of the environmental risks posed by disposing scooters in bodies of water, including associated fines. This information will be added to our microsite FAQs. **Reporting.** Lyft will use our back-end fleet management tool to monitor scooters which may have gone missing in bodies of water. This tool will send us an alert if a scooter goes offline while positioned near a body of water, which we will respond to by dispatching our operations team to retrieve the scooter. Whether a scooter in a body of water is identified this way, or through a member of public reporting it to us, we will respond within two hours to retrieve it. **Retrieval.** For scooters within safe reach (<20' from shore), Lyft will use its own workforce to retrieve scooters. If scooters are over 20 feet from shore, or in deep water, we will utilize a boat rental company (Jack's Diving) to retrieve the device.

F.7 What overall fleet size to Permitted Scooter ratio is needed to maintain a given number of Permitted Scooters? Scooters rotate through deployment on-ground, recovery, inspection, cleaning, and charging states. In order to maintain one scooter on-ground, we would require a 2.5:1 ratio. This fleet size will allow us to extend the life-cycle of each vehicle through proper preventative maintenance - reducing the environmental impact per each scooter mile delivered.

G. Hiring and Labor Plan

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

- **Jake Darby, Market Manager:** The Market Manager oversees operations in the local market, balancing operational, community, marketing, and public policy needs. He works closely with the city and Lyft's internal teams to ensure our scooter program is delivering a safe, reliable, and accessible experience to its customers while meeting the needs of the city and its residents.
- **Shoshanna Moody, Operations Manager:** Lyft's Operations Manager is responsible for day to day operations. Shoshanna manages a team of Operations Leads / Specialists and a Lead Mechanic, organizes warehouse and field operations, and ensures that our Lyft Scooter program runs efficiently.
- **Neal Patel, Community Affairs Manager:** The Community Affairs team is responsible for building and executing upon Lyft's inclusive community outreach strategy as we operate and expand bikeshare in five Bay Area cities. Team members have backgrounds in city planning, bicycle advocacy, non-profit work, and political organizing and together can provide language support in English, Spanish, and Chinese. Responsibilities of this team include in-person community engagement, online community engagement, leading community events, scooter rides and demos, establishing partnerships with local community groups and institutions, and collaborating with the SFMTA to refine the community engagement process.
- **Anne Krassner, Equity Manager:** The Equity Manager is responsible for implementing equity marketing and outreach initiatives for the Lyft scooter system, which are developed in partnership with the broader Lyft Bikes & Scooters Marketing team. She is also responsible for furthering corporate and equity programs and initiatives in partnership with local stakeholders in the Bay Area.
- **Beth Resta, Marketing Manager:** The Marketing Manager is responsible for developing and executing the regional marketing plan, driving member and ridership growth. The local marketing team oversees member communication and engagement, field marketing and special events, social media, as well as promotions and advertising.
- **Marlo Sandler, Bike and Scooter Policy:** Lyft's policy lead is our main point of contact for SFMTA and coordinates with city officials on policy issues and government relations.
- **Natè Ulrich, Lead Mechanic:** Lyft's lead mechanic manages all maintenance and repair activities in the local warehouse. With years of experience working with bikes and scooters, Natè ensures that Lyft delivers on its commitment to deliver unparalleled safety standards and transparency to our agency partners.

The following roles are W-2 employees employed by our staffing agency partner.

- **(5) Operations Leads / Specialists.** Lyft employs Operations Leads and Specialists to directly manage all Mechanic and Associate activities. In addition to directing the overall distribution, rebalancing, and pick-up efforts, they will be on-call to direct Field Associates to any issues in a timely manner. Operations Leads / Specialists report to the Operations Manager and the Market Manager.
- **(15-20) Drivers / Field Associates.** Lyft utilizes a team of Field Associates to distribute, reposition, and pick up scooters. These Associates will respond to any issues reported by users or the City and ensure action is taken according to the Operator Responsibilities set out in the permit.
- **(6) Mechanics.** Our experienced mechanic team services our scooter fleet. These mechanics have direct lines of communication to the Lyft operations team, hardware team and suppliers to receive maintenance guidelines and provide field reports on common hardware issues. All vehicle maintenance events are tracked in Lyft's operations tool on an individual vehicle and part basis, allowing for easy identification of trends and development of real-world serviceable life metrics.

- **(3) Warehouse Associates.** Our warehouse associates are trained to inspect and triage all inbound and outbound scooters. All inbound scooters receive a visual and functional inspection by a warehouse associate to verify a scooters' road readiness. This includes but is not limited to surface cleaning, branding decal, and serial number application.

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

The Lyft scooter program is not supported by independent contractors. Our team is a blend of full-time Lyft employees and full-time and part-time operations team members from a staffing agency (operations specialists, warehouse associates, field associates, drivers, and other positions). Lyft takes steps to ensure that the parties with whom it contracts for staffing services comply with all state, federal, and local equal employment opportunity and wage and hour laws. These staffing agency employees are fully integrated in the Lyft Operations Team and receive proper training to deliver robust maintenance and operations programs. Full time Lyft employees have W-2 status and receive health and wellness benefits - including medical, dental, and vision insurance - along with 401(k) retirement savings, parental leave, time off, financial planning, and career development learning. Staffing agency employees have W-2 status, receive benefits, and are paid weekly.

G.2.a If independent contractors will be used, describe the incentive structure you will implement for charging scooters and/or performing other operations duties.

The Lyft scooter program is not supported by independent contractors.

G.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.

Equal Opportunity. We are an equal employment opportunity employer for all applicants and employees. In furtherance of our commitment to equal employment opportunities, we maintain a robust EEO policy and implement practices that foster a diverse and inclusive workforce. These practices not only comply with all applicable federal, state, and local laws, but are guided by our commitment to creating a culture of inclusion. The following are examples (that are not meant to be exhaustive) of actions Lyft is taking to ensure equal opportunities of employment for all individuals: (a) Unconscious bias training for employees and managers, including in connection with job interviews; (b) Establishment of partnerships with universities and organizations that support underrepresented and/or local groups to build a diverse and representative recruiting pipeline; (c) Standardizing interview questions to ensure candidates for employment receive similar questions that are anchored on core functions and essential attributes desired for the roles sought. For additional information on Lyft's Inclusion and Diversity practices, please visit <https://take.lyft.com/diversity/>.

Local Hiring. We believe that diverse, local perspectives are critical in successfully executing our mission and vision. Our scooter operations across the United States typically partner with local workforce organizations to recruit staff, with an emphasis on minority and women-owned businesses. For example, our current San Francisco bikeshare operations workforce consists of approximately 100 W-2 workers. Lyft directly employs 17 of these workers in program management, community outreach, and marketing roles. Lyft's bikeshare contingent workforce partner, Motivate LLC, employs another 80-85 W-2 workers in San Francisco.

Fair Wages. We are committed to paying fair wages to our employees and we support efforts by our contingent workforce vendors to also pay fair wages to its employees.

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

The Lyft scooter program is not supported by independent contractors.

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

Our team provides training and tools for drivers, rebalancers, scooter mechanics, battery swappers, asset recovery leads, and station technicians. Training is conducted both on-site at warehouse as well as in field by shadowing experienced drivers and rebalancers, and a Standard Operating Procedure (SOP) library is always available to all team members for quick reference. New scooter mechanics spend multiple weeks training and shadowing before operating independently. Mechanics are trained on all types of scooter repairs and inspections, and senior mechanics are trained to audit and re-inspect scooters to ensure at least two inspections prior to a bike returning to the field.

G.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.

We recognize that labor harmony is critical for the provision of scooter services in the context of safety and maintenance, scooter availability, as well as equitable geographic scooter distribution. Lyft employees will be responsible for managing local operations in San Francisco and ultimately ensuring consistent and efficient scooter services. To the extent Lyft utilizes third parties to provide full or part-time support, Lyft will ensure that its partners not only comply with all state, federal, and local equal employment opportunity, wage and hour, and labor laws, but also maintains fair wages, positive working conditions, and strong health and welfare benefits to their team members. For example, one of Lyft's third party vendors, KNA Solutions, not only offers its employees competitive wages, but provides an ACA-compliant preventative care plan for eligible employees and career development and skills trainings. This will mitigate risk of service interruptions, disruptions to labor harmony, and ensure positive treatments of all individuals who work on Lyft's scooter operations.

H. Community Engagement Plan

H.1 Multilingual communication services, including a website maintained in languages determined by the SFMTA, a call center, and a mobile application customer interface that is available 24/7. Community outreach materials shall be made available in languages specified by the SFMTA.

- **English** is supported via the App, Printed Materials, Phone Support, Website, and Online Help Center.
- **Spanish** is supported via the App, Printed Materials, Phone Support, Website, and Online Help Center.
- **Traditional Chinese** is supported via Printed Materials and Phone Support. The App, Website, and Online Help Center translations are in progress and nearly complete.
- **Simplified Chinese** is supported via Printed Materials and Phone Support. The App, Website, and Online Help Center translations are in progress and nearly complete.
- **Filipino/Tagalog** is currently supported via Printed Materials and Phone Support.

H.2 Communications strategy routinely updated upon any service changes, related to pricing, service area, devices, membership programs, or operations. The strategy should provide the public with comprehensive, up-to-date information. Updates will appear on social media, and be logged in a searchable service change updates page on the operator website, along with a browsable record of all previous updates.

Our current communications strategy includes notifications regarding any service changes, including pricing, service area, devices, membership programs, or operations. It is important for us to create visibility for scooter riders around any fare changes including advanced notification around any proposed pricing change before it is implemented. Prior to any changes in fee structures or Community Pass memberships, we will send out a series of member communications at least 14 days in advance with clear details on upcoming price changes. Ride cost and overage fees are clearly communicated to users before a ride through the Lyft app. All service change updates will be published to the Lyft scooter microsite in a way that clearly notifies customers of the change and when it occurred. Historical data of service and pricing changes will be available on the microsite.

H.3 Strategy to incorporate community input into Adaptive Scooter Pilot Plan, as it pertains to the development/deployment of Adaptive Scooter devices. Strategy shall center feedback from and collaboration with people with a range of disabilities, demonstrate how input was incorporated, and provide details on the selection and/or development of the Adaptive Scooter to be deployed.

Lyft has a history of working with city officials and community partners to improve access to shared mobility devices for people with disabilities. We would work with Annette Williams (Accessible Services), the Multimodal Accessibility Advisory Committee (MAAC), and the SF Mayor's Office on Disability to create an Adaptive Mobility Pilot Plan that is grounded in community input. San Francisco is fortunate to have a strong disability advocacy community and Lyft will work with groups like the Paratransit Coordinating Council (PCCC), Lighthouse for the Blind, Senior and Disability Action, RPD's ADA Coordinator and the Independent Living Resource Center. Lyft will work with the existing Adaptive Biking Pilot Technical Advisory Committee (covers SF and Oakland) and the above organizations to develop an Adaptive Mobility Pilot Plan. The Plan will identify key issues the disability community faces when trying to utilize electric scooters and potential design solutions. With these issues in mind, Lyft will add new adaptive mobility devices to its existing adaptive mobility pilot to get user feedback and better understand operational issues.

H.4 Maintain a shared database for community feedback concerns in a searchable format as designated by and shared with the SFMTA, to be regularly monitored, considered, and addressed.

To ensure that all community feedback is collected, received, and addressed, Lyft proposes creating a shared community feedback log, in partnership with the SFMTA. This community log will be reviewed as part of weekly SFMTA meetings so that both parties can develop an action plan for response. Topics tracked in the feedback log could include operations suggestions, pricing, deployment suggestions, and opportunities to improve

scooter share equity. Additional feedback channels will include community stakeholder meetings and community and member surveys. We will rely on our well established network of partnerships developed from Bay Wheels to gather regular on-the-ground feedback and remain responsive to any concerns/suggestions for improved scooter share service. Lyft proposes implementing the following tools to maintain an annotated record of our community engagement efforts: (1) We will manage a shared log of community meetings capturing concerns, notes, and actions taken to be shared and reviewed with SFMTA as part of regular meetings; (2) Notes will be collaborative documents with city staff in attendance; (3) Meeting outcomes and actionable items will be discussed during regular meetings with SFMTA; (4) Agendas and notes also will be stored on a shared drive with SFMTA. In addition, the Lyft team already provides these logs to respective Supervisors as needed. This transparency and collaboration is used to exemplify ongoing community engagement and reassure the Supervisor of the work that Lyft is doing alongside the communities they represent.

H.5 Expand outreach beyond current users or target market to gain insight into how scooter share impacts non-users, and their larger communities and neighborhoods. Strategy shall prioritize equitable outreach practices to center voices of those from low-income communities, communities of color, and other historically marginalized groups.

A successful scooter share program must not only meet the transportation needs of its riders, but address and be responsive to the broader concerns of the communities it serves, and that includes non-riders. Lyft's community engagement approach is built to reach a wide variety of communities and stakeholder groups to ensure we are reaching all neighborhoods and communities. Our community engagement plan - based on best practices of 4 years of experience with local bike share outreach - will ensure we reach and include residents from Communities of Concern, the senior and disability communities, community advocates, and neighborhood and business associations across San Francisco that represent a variety of demographics and wide array of lived experiences and perspectives. Lyft plans to engage this diversity of community stakeholders through tactics such as community meetings, working groups, neighborhood walkthroughs/rides and surveys to develop a feedback cycle that listens to the specific needs and concerns of all communities and provide a forum where their input can be incorporated into the development of an equitable scooter program. Additionally, Lyft will organize at least one of the Public Open Houses and will conduct community scooter rides and outreach in Communities of Concern. Lastly, Lyft will leverage our existing partnerships with groups like BMAGIC, Chinese Newcomers Association, and PODER as we gather community input - and use multilingual outreach materials to help us reach a wider and more inclusive audience.

H.6 An annotated record of community engagement efforts in the form of a searchable log of meetings with agendas, discussion notes, and comments from community stakeholders, and explanation of how the permittee responded. Lyft understands the importance of partnering with SFMTA to review feedback received from the communities we serve. It's not enough to just collect the data, but rather to consider and take action on community feedback. To this end, we propose reviewing the community feedback log in biweekly meetings with SFMTA staff. Together we will develop an action plan for response to community questions or concerns in a timely manner. Lyft will work with SFMTA to develop a proactive outreach strategy to regularly connect and engage with the community as the scooter share program is implemented and expands. In addition to a survey on the SFMTA and Lyft websites, we will proactively reach out to a wide variety of individuals and community stakeholders as the program rolls out. We will offer to meet with community groups to share details of the program and solicit feedback. Lyft will continually reach out to people who live or operate businesses near deployment zones. Survey data and other feedback from the community will be evaluated on an agreed-upon cadence with SFMTA. Lyft is committed to implementing a scooter program that is responsive and accountable to community concerns. We will execute an extensive grassroots community engagement strategy to meet the community where they are at - including our participation at community meetings, local farmers markets, Sunday

Streets events, and other existing community events before and after the program expansion to engage with community and gather program feedback. Additionally, we are willing to meet with elected Supervisors and SFMTA within 6 months of expansion into a new district to review the program and collaborate on how to improve its implementation.

H.7 A community engagement staffing plan with key staff specifically dedicated to community engagement, including relevant experience and their specific role for outreach. Staffing plans should also indicate how consultant and/or non-profit partners will be used to supplement outreach efforts (if applicable). Any updates to these teams should be tracked in regular updates to the staffing plan.

- **Neal Patel - Community Affairs Manager** - Neal has over 12 years experience with conducting community outreach in San Francisco and will lead Lyft's scooter community engagement strategy. Neal's prior experience includes six years working as a Community Organizer and Planning Director of the SF Bicycle Coalition, four years as a Project Liaison/External Affairs Manager within the Sustainable Streets Division of the SFMTA, and two years as the Association Executive Director of the Yerba Buena Community Benefit District. He has worked extensively with communities and elected officials in every corner of San Francisco and he will oversee the Community Affairs team's work on scooter outreach.
- **Eliza Yu - Community Affairs Coordinator** - Eliza has been conducting community outreach in the San Francisco Bay Area for five years, and has extensive experience developing and executing outreach plans. She is a member of the Community Affairs team and will assist in organizing community open houses, stakeholder communications and meetings, response to neighborhood concerns, tabling, and other activities as needed for the shared scooter program. She is also skilled in ArcGIS and Adobe Illustrator and will assist with creating visuals and maps as needed for community presentations. Eliza has particularly built strong relationships with community groups in the Richmond and Sunset neighborhoods of San Francisco.
- **Justin Hu-Nguyen - Community Affairs Coordinator** - Justin has worked for the Lyft Bay Wheels and Motivate bikeshare teams for several years has extensive experience conducting community outreach in San Francisco. Justin will focus on steering Lyft's equity strategy for the proposed scooter program. He has built strong relationships in many SF Communities of Concerns, including the Excelsior, Bayview, and Chinatown. Justin will also assist with outreach to neighborhood associations and community based organizations.
- **Stefania Pombo - Community Affairs Coordinator** - Stefania has conducted community outreach for Lyft's bikeshare program in San Francisco and other Bay Area cities for over a year. Prior to that, she has done community outreach to low-income communities in Colombia related to non-profit housing developments and within East Bay school districts and healthcare facilities. She will be part of the team that manages community outreach for scooters as well and she is a heritage Spanish speaker. She has built particularly strong relationships with community groups in District 2 of San Francisco.
- **Beth Resta - Marketing Manager** - Beth is responsible for developing and executing the regional marketing plan, driving member and ridership growth. The local marketing team oversees member communication and engagement, field marketing and special events, social media, as well as promotions and advertising. With a professional background that includes bicycle advocacy and shared mobility, Beth brings over 15 years of marketing and member engagement experience to the team. She has been with the Bay Wheels family since June 2016 and has overseen a five-fold growth in membership and built the foundation for North America's most equitable bikeshare program. Beth is a Senior Fellow of the Environmental Leadership Program and holds a Bachelor's degree in Communications from William Paterson University of New Jersey.
- **Shawn Dillon - Marketing Specialist** - Shawn is responsible for local event coordination and the Bay Area's equity program, Bike Share for All. Bike Share for All is the largest low-income bike share program in North America, with 19% of Bay Wheels members enrolled in the discounted membership. Shawn brings over 15 years of event, marketing, and shared mobility experience, and joined the Bay Wheels team in January 2018.

H.8 A culturally sensitive marketing plan tailored to neighborhoods by developing culturally sensitive approaches. Specific attention to Communities of Concern and cultural districts should consider language needs, offer opportunities to meaningfully incorporate cultural heritage, and address how programs reflect community sensibilities and the unique cultural landscapes of these areas.

Lyft is committed to delivering an equitable and inclusive scooter program. We identify barriers to participation, whether it's schedules, language, tone, or culture—and design our outreach activities to overcome those barriers. We work with and through existing community-based organizations who have extensive local knowledge and deep roots, and have been doing the hard work of organizing, informing, and building capacity within our communities. Specific examples include: **(1)** We work with community organizations such as the Chinese Newcomers Association, Mission Asset Fund, San Francisco Bicycle Coalition, and SF Yellow Bike Project to reach groups who may be more difficult to reach through traditional media channels. **(2)** Community events and outreach (e.g., Learn to Ride classes) are conducted by multilingual staff, including Spanish and Chinese. **(3)** Community surveys seeking public input on the Lyft scooter system are distributed in multiple languages. **(4)** Lyft is currently working with Bayview residents and community organizations to tailor local bikeshare station posters with locally-designed graphics that promote local cultural destinations, non-profits, and businesses. We would plan to extend this work to the scooter share program. **(5)** Lyft is partnering with D11 groups like Poder and the Excelsior Action Group and D10 organizations like BMAGIC to develop an equitable bikeshare program in the Excelsior and Bayview that includes local hiring goals, community-based bikeshare station planning, and other potential partnerships that support existing community initiatives. We would plan to extend this work to the scooter share program.

H.9 Partner-ready programs with established process, dedicated staff, and proper resources, that engage communities in the following areas:

H.9.1 Local hiring to facilitate employment of San Francisco and other Bay Area residents for all levels within the permittee's company, with special attention to generate employment opportunities for formerly incarcerated people and immigrant communities, along with internship opportunities for youth and other people entering the workforce.

For additional details on our hiring plan, please see **Section G**. Lyft partners with workforce development organizations across San Francisco and the East Bay to source diverse talent from across the Bay Area. Partner organizations include the following: Building Opportunities for Self-Sufficiency™; Career Training and Employment Center (CTEC); America Works - San Francisco; Beyond Emancipation; JobsNOW! - San Francisco Human Services Agency; and CEOworks.org. Through these partner organizations we specifically work to generate employment opportunities for formerly incarcerated people and immigrant communities, along with internship opportunities for youth and other people entering the workforce.

H.9.2 Community Based Organization access to promote low-income programs or discounted memberships, especially for service and/or non-profit organizations.

Our dedicated Equity Manager works with community based organizations to promote our low income program, *Community Pass*. We partner with housing authorities and other organizations to reach qualified applicants beyond the CalFresh, MUNI Lifeline, and PG&E CARE programs to ensure we are reaching as many people as possible. We share our marketing materials with community organizations and partners so that they may help promote the program. To help better communicate with the diverse membership of our community partner organizations, our program materials are printed in five languages (Chinese, English, Russian, Spanish, Tagalog). We are continuing conversations with San Francisco Libraries to provide regular tabling events (similar to our programs in Oakland and Berkeley) to inform the general public about the program and answer questions. Attendees can enroll in the program in-person at these events. A 2018 survey to cash payment *Bike Share For All* members found that 50% of those members did in

fact have a credit card, but wanted to speak with staff to learn more about the program. With that important feedback, we shifted our approach to ensure we had a consistent and accessible presence at public spaces to engage those with questions about the program.

H.9.3 Scooter safety courses offered at least quarterly in multiple languages and in neighborhoods as requested. Education is a key component of our safety strategy. Lyft will host quarterly scooter safety training workshops. At these events, existing and new users will be able to ride a scooter with guidance from our trained staff, ask questions about how to use the app, learn more about where to ride safely, and how and where to park scooters. Classes will be taught by multilingual staff, including Spanish and Chinese. In addition, as mentioned in E.1.d and H.9.2 above, Lyft will have teams at public events and on periodically on the streets to answer questions and provide safe operations guidance/best practices.

H.9.4 Culture and arts opportunities for devices and other related infrastructure (e.g. bike corrals) to showcase and celebrate neighborhood and community heritage on an application basis. Lyft is committed to delivering a shared mobility system that fits seamlessly within our communities and reflects the community's values and culture. As part of the Bay Wheels system rebrand, we commissioned local artists to design new, community-focused designs that reflect the unique and vibrant culture that make San Francisco one of the most vibrant and diverse cities in the world. This local artwork is featured on our stations as well as our bikes, helping to integrate the stations into the fabric of those communities. We will seek to expand this program on some scale with our scooter program where possible. We will work with our partners to identify opportunities to use scooters in support of connecting people to arts and culture in San Francisco, for example by partnering with neighborhood arts organizations to put on a "gallery scooter stroll."

H.9.5 Local small business promotional opportunities that celebrate long-time small business merchants to generate foot-traffic and commercial activity related to active living, transportation, health, and recreation. Nobody understands local community like the people who live, work, shop, and play there. Lyft prioritizes long-term relationship building with local merchants and small businesses to help with both the planning and promotion of the bikeshare system in San Francisco's neighborhoods. We seek local small business owner guidance on suggested locations for scooter deployment locations, offer discounts to their customers, and provide opportunities for advertising and promotions. By continuing to engage small merchants, we build ongoing relationships that help Lyft better understand the needs of the neighborhood, and find promotional partners that can help generate foot-traffic (or two-wheeled traffic) and commercial activity.

H.10 Engagement Process. Lyft believes that an essential step towards building an equitable scooter share program is a robust community engagement process. Lyft is committed to meeting with community groups, civic and business associations, advocacy organizations and local elected officials to open conversations on how together we can build a program that advances equity, promotes sustainability, and connects communities. Lyft's outreach goals are aligned with the SFMTA's goals (as outlined in the Public Outreach and Engagement Team Strategy, or POETS) and our Community Engagement Plan aims to provide the public with comprehensive information, ensure that stakeholder input is heard and considered and that we incorporate community input to the maximum extent possible. Our approach is outlined below and Lyft welcomes the opportunity to collaborate with SFMTA Planning and Communications staff to ensure our engagement strategy meets agency and community needs.

Step 1: Prepare & Plan. Lyft will share a detailed community outreach plan with the SFMTA prior to launch and we hope to work collaboratively on refining and executing our engagement strategy. The outline below reflects our priorities for scooter outreach.

Step 2: Partner Up. Lyft has built strong ties with community-based organizations and neighborhood associations across the city through our bikeshare program. We have worked with organizations that represent city-wide interests and local neighborhoods in every Supervisor District in the City. Our **prioritized list of stakeholders** includes:

- **Downtown groups:** Tenderloin Community Benefit District, Yerba Buena Community Benefit District, East Cut Community Benefit District, Civic Center Community Benefit District, Central Market Community Benefit District, SOMA West Community Benefit District; and **Organizations that represent citywide interests:** Chamber of Commerce, SF Hotel Council, SF Travel, Independent Living Resource Center, Mayor’s Office on Disability
- **Neighborhood Organizations Lyft has existing partnerships with:** BMAGIC, Chinatown Community Development Center (CCDC), Chinese Newcomers Association, Senior and Disability Action, Excelsior Action Group, Excelsior Works, Healthy Southeast, Mission Economic Development Association, MoMAGIC, PODER, SOMA Pilipinas, SOMCAN; and other **Neighborhood Associations:** Lyft has a long history of working with neighborhood associations in every Supervisorial District in the City and we maintain a list of nearly 100 community groups we’ve reached out to in the past. When promoting community meetings or scooter service launch, Lyft will establish a list of neighborhood groups to reach out to and vet that list with the SFMTA and appropriate Supervisor(s) to conduct outreach.
- **Community Board:** As suggested by the SFMTA, Lyft will also organize and facilitate a Shared Mobility Community Board. We will recruit members from the above organizations and take suggestions from District Supervisors, aiming to ensure representation from traditionally marginalized groups and Communities of Concern. This Board will meet at least quarterly during the first year of service, and Lyft will document all meetings, input, and actions taken from input and share with the SFMTA.

Step 3: Reach Out. Lyft will reach out to community groups mentioned above before launch with pertinent information about upcoming scooter service including: service area, pricing structure, description of the scooter and key features, membership programs, details on operation and ensure that stakeholders know how to reach Lyft if there are any issues or concerns. Lyft will conduct this targeted outreach at least twice a year. Lyft will also hold two Public Open Houses within the first six months of operation to ensure the general public has the opportunity to learn about the scooter share program. Lyft will hold one workshop during a weekday evening and one during the weekend. The drop-in format will allow the general public to attend at their convenience and will include demo models. Lyft will actively promote the Community Pass program and one of the Open Houses will take place in a Community of Concern. These Open Houses will offer complimentary snacks and beverages for participants and Lyft will attempt to arrange childcare to make the meeting possible for families to attend. Lyft staff will also be available to attend neighborhood association meetings when asked for or proactively to ensure community awareness of the scooter program. We anticipate attending at least 4 community meetings per month during the first year of service.

Step 4: Diversify Activities. We will organize at least 4 community scooter rides with a targeted group of stakeholders in various communities (at least two in Communities of Concern) within the first year. Lyft will also have an active survey posted online and distributed at community meetings to get feedback from local communities. These surveys will be in Spanish and Chinese.

Step 5: Analyze & Act. Lyft will report findings from outreach at least quarterly (or at an agreed-upon frequency) to share what we’ve heard from the community. This report will include a list of community groups we’ve communicated and collaborated with, survey results, lessons learned, and actions we’re taking due to what we’re hearing. Lyft is committed to transparency with the SFMTA on community findings.

I. Data-Sharing End Point

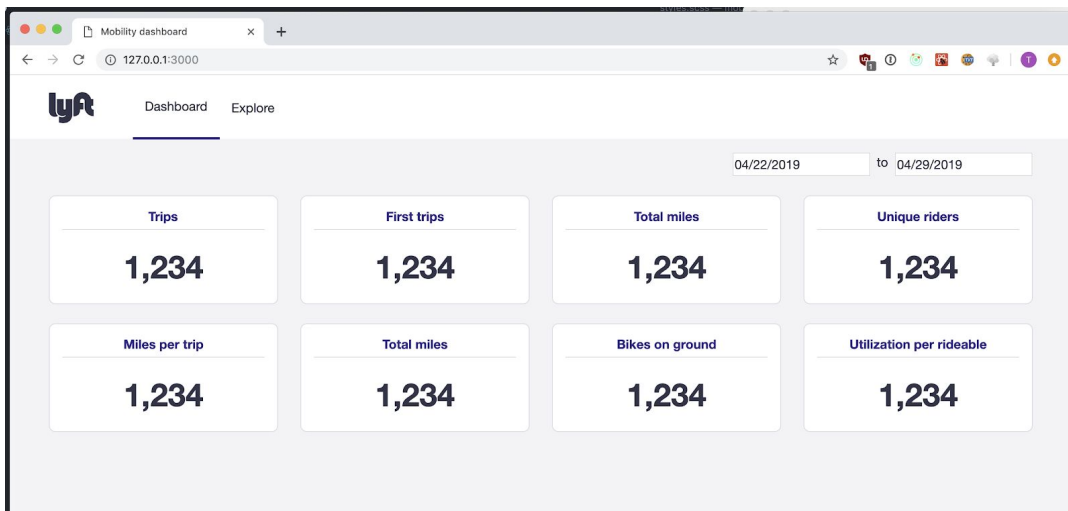
Email the internet address for your data-sharing end point to scootershare@sfmta.com. This end point will be used to verify that all data-sharing protocols are in place prior to permitting.

Lyft has provided SFMTA access to a MySQL database where queries can be executed to report on near-real-time bike rental volumes, by date, station, and district. SFMTA can access this database through a secure VPN connection and log-in credentials. Credentials were emailed to Jason.Merman@sfmta.com on July 30, 2019.

- https://api.lyft.com/v1/last-mile/mds/SFO/status_changes
- <https://api.lyft.com/v1/last-mile/mds/SFO/trips>
- <https://s3.amazonaws.com/lyft-lastmile-production-iad/lbs/sfo/gbfs.json>

Lyft's Mobility Dashboard Tool

In addition, Lyft shares aggregated user data with city officials per the data sharing requirements designated in the scooter permit terms and conditions, such as: total number of trips, first trips (new users), total miles, unique riders, miles per trip, total miles, number of devices currently deployed, and utilization rates per device. We share this data via our recently developed mobility dashboard tool, pictured below.



J. Experience and Qualifications

J.1 Describe your qualifications to operate a Powered Scooter Share program. We pride ourselves on a high-touch operations model that prioritizes safety, equity, and environmental sustainability, and we strive to be the most compliant and responsive operator in every market we serve. Lyft only operates micromobility solutions in communities where we have received approval to operate and are in compliance with applicable laws. Our scooters are currently available in 21 cities (see list below). Lyft scooter riders have already taken over 5.5 million rides. Additionally, Lyft is now the largest bikeshare provider in North America. In 2017, over 80% of bikeshare trips in the United States took place on one of our bikes. We provide bikeshare in over 20 cities across 8 major metropolitan areas: New York; the San Francisco Bay Area; Chicago; the Boston Metro Area; the Washington D.C. Metro Area; Portland, Oregon; Columbus; and Minneapolis. Details including fleet sizes, service area, and service duration for each of our bikeshare systems are provided below. Lyft bikeshare riders have taken over 100 million rides. Over the years, Lyft has engaged with local agencies to help address issues that have arisen around shared mobility as our multimodal services have grown to service millions of rides in and around the City and County of San Francisco. We would look to deepen our relationships with local agencies and community organizations with the introduction of scooters into our network.

J.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: *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.*

Atlanta: (a) December 2018 to present; (b) Prior to permit program: launched with permission to operate from the city while waiting for permit application to be released. Applied for and received permit when it became available; (c) Immediately; (d) >1,000; (e) 322,000; (f) December 2018 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: Cary Bearn, Interim Director, Office of Mobility Planning, Department of City Planning, City of Atlanta, Email: cbearn@atlantaga.gov

Austin: (a) December 2018 to present; (b) Yes, (c) Deployed full permitted fleet on the first day; (d) >1,000; (e) 366,000; (f) December 2018 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: Jason Redfern, Division Manager, City of Austin. Email: Jason.Redfern@austintexas.gov

Chicago: (a) June 2019 to present; (b) Yes, (c) Deployed full permitted fleet within 1 week; (d) <500; (e) 66,000 (in 3 months); (f) June 2019 to present; (g) Yes; (h) Zero citations; (i) No service suspension; (j) Reference: Isaac Reichman, Policy Analyst, City of Chicago. Email: Isaac.Reichman@cityofchicago.org

Dallas: (a) March 2019 to present; (b) Yes, (c) Launched within 1 week, have not yet deployed all devices permitted (aligned with plan) ; (d) > 500; (e) 165,000; (f) March 2019 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: Jared White, Manager II, Transportation Department, City of Dallas. Email: jared.white@dallascityhall.com

Denver: (a) September 2018 to present; (b) Yes, (c) Deployed full permitted fleet within 3 week/month; (d) > 500; (e) 197,000; (f) September 2018 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference:

Nicholas Williams, Deputy Chief of Staff, Public Works Department, City of Denver. Email: Nicholas.Williams@denvergov.org

Los Angeles (LA) and Santa Monica (SM): (a) LA December 2018 to present, SM September 2018 to present; (b) Yes, (c) SM within 1 week, LA we have not yet deployed all 4,000 devices permitted (aligned with plan); (d) > 500; (e) 147,000; (f) September 2018 & December 2018 to present; (g) Yes; (h) LA: 0 citations, SM: 2 citations; called “gold star operator” by LADOT officials, and received fleet increase in Santa Monica for “exemplary” compliance and partnership (see Attachment 4) (i) No service suspension; (j) References: Marcel Porras, Chief Sustainability Officer, Los Angeles Department of Transportation. Email: marcel.porras@lacity.org. Kyle Kozar, Bike Coordinator, City of Santa Monica. Email: Kyle.Kozar@smgov.net

Miami: (a) April 2019 to present; (b) Yes, (c) Deployed full permitted fleet within 1 week; (d) < 500; (e) 199,000; (f) April 2019 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: Art Noriega, CEO, Miami Parking Authority, City of Miami. Email: anoriega@miamiparking.com

Minneapolis: (a) June 2019 to present; (b) Yes, (c) Launched within 6 weeks of receiving permit, have not yet deployed all scooters permitted (aligned with plan); (d) >600; (e) 24,000; (f) June 2019 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: Josh Johnson, Advanced Mobility Manager, joshua.johnson2@minneapolismn.gov

Nashville: (a) December 2018 to present; (b) Yes, (c) Deployed full permitted fleet within 1 week; (d) 203,000; (e) >500; (f) December 2018 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: Billy Fields, Director Transportation Licensing Commission (A Division of Public Works), Metro Nashville. Email: Billy.fields@nashville.gov

San Antonio: (a) February 2019 to present; (b) Yes, (c) Deployed full permitted fleet within 1 week; (d) > 500; (e) 87,000; (f) February 2019 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: John Jacks, Director, Center City Development and Operations Department, City of San Antonio, john.jacks@sanantonio.gov

San Diego:(a) December 2018 to present; (b) Operating with permission from the City, (c) Deployed full permitted fleet within 1 week; (d) > 1,000; (e) 450,000; (f) December 2018 to present; (g) Yes; (h) 0 citations; 1 notice of violation for geofence- timely corrected before the due date; (i) No service suspension; (j) Reference: Leslie Sennett, Deputy Director, Development Services Department Code Enforcement Division. Email: LSennett@sandiego.gov

San Jose:(a) June 2019 to present; (b) Yes, (c) Deployed full permitted fleet within 1 week; (d) > 500; (e) 51,000 (in 3 months) (f) June 2019 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: Andrea Arjona Amador, Micro-mobility Specialist, Department of Transportation, City of San Jose, Email: andrea.arjonaamador@sanjoseca.gov

Washington D.C. Area: (a) October 2018 to present; (b) Yes, (c) Deployed full permitted fleet within 2 months; (d) 500; (e) 256,000; (f) October 2018 to present; (g) Yes; (h) 0 citations; (i) No service suspension; (j) Reference: Jeff Marootian, Director of the District Department of Transportation, Washington DC, Email: jeff.marootian@dc.gov

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

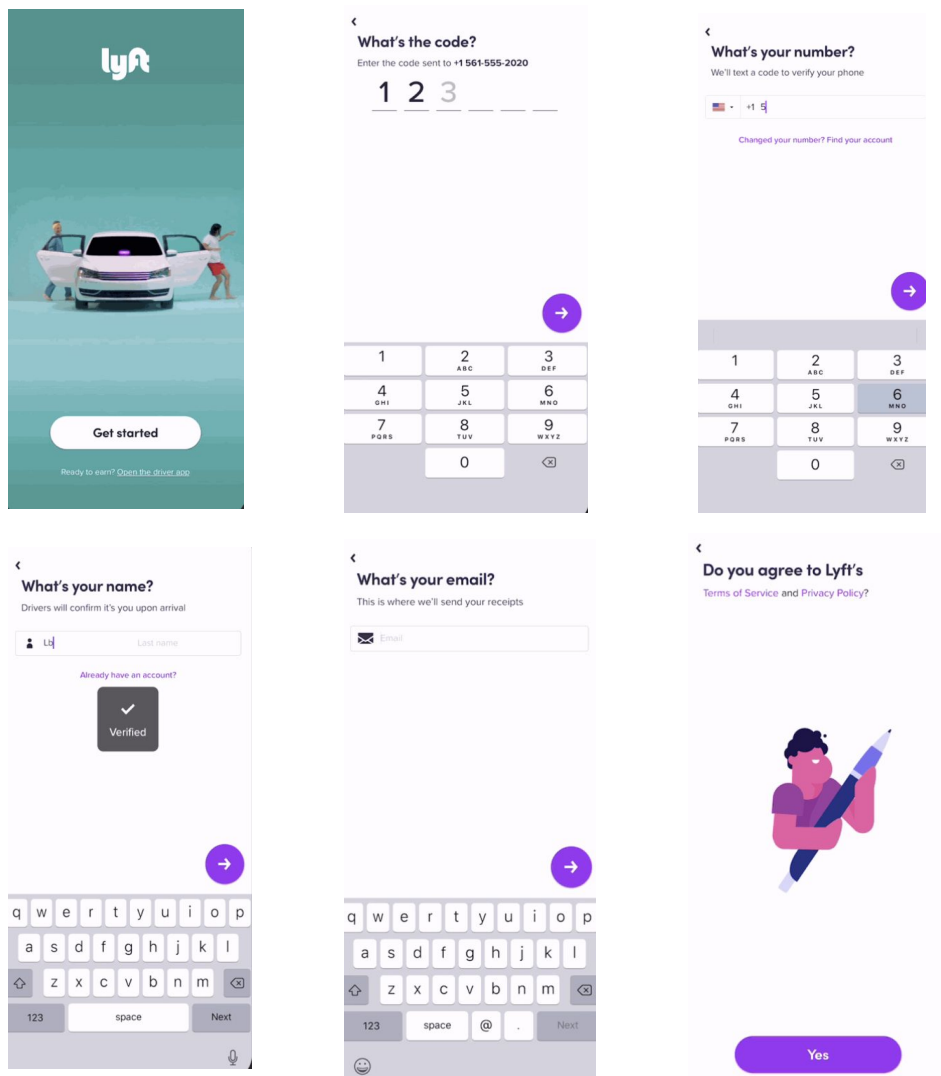
K.1 Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review.

PDF copies of Lyft's policies are included in **Attachment 2 - Privacy Policy, User Agreement, and Terms of Service**.

- Lyft Privacy Policy: <https://www.lyft.com/privacy>
- Lyft App Terms of Service: <https://www.lyft.com/terms>
- Lyft Product Rental, Waiver of Liability and Release Addendum: <https://s3.amazonaws.com/api.lyft.com/static/terms-scooter-bike.html>

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

Lyft Terms of Service and Privacy Policy



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Legal Terms of service

Lyft Terms of Service

Last Updated: February 6, 2018

These terms of service constitute a legally binding agreement (the "Agreement") between you and Lyft, Inc. ("Lyft," "we," "us" or "our") governing your use of the Lyft application, website, and technology platform (collectively, the "Lyft Platform").

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND LYFT HAVE AGAINST EACH OTHER CAN BE BROUGHT (**SEE SECTION 17 BELOW**). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into to this Agreement, and/or by using or accessing the Lyft platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT PLATFORM. If you use the services of Lyft or its affiliates in another country, by using the Lyft Platform in that country you agree to be subject to Lyft's terms of service for that country.

1. The Lyft Platform

The Lyft Platform provides a marketplace where persons who seek transportation to certain destinations ("Riders") can be matched with persons driving to or through those

L. Images and Description of Powered Scooter

Lyft's scooter is designed to prioritize user safety and stability, and includes a number of features, including bigger wheels, rear and side reflectors, and a wider deck, all of which increase ease of use and durability for public scooter share programs. Each scooter has an accelerator, brake, front and rear lights, as well as reflectors. See below for images of these features and a full list of product specifications.



Dimensions	Approx. 102cm x 43cm x 113cm
Weight	14.8 kg or 33 lbs
Material	Aluminum
Max Speed	15 mph
Motor Power	300 W nominal
Max Incline	Approx. 15%
Range	Approx. 28 miles
Battery	10Ah capacity
Braking	Electronic + Rear fender mechanical brake
Lights	Headlight, Taillight, Reflectors
Resistance	IP54 for vehicle, IP66 for battery
Connectivity	LTE Cat-1 Cellular Modem
Location	GPS Module & Antenna
Sensors	Accelerometer & Gyroscope
Identification	Each scooter has a unique ID Number
Contact Information	Lyft Toll-Free Phone Number
Regulatory	FCC certified, UL 2272

M. Images and Description of Mobile Application (Maximum of 4 pages)

Compatibility. The Lyft app is available for download on iOS and Android mobile operating systems.

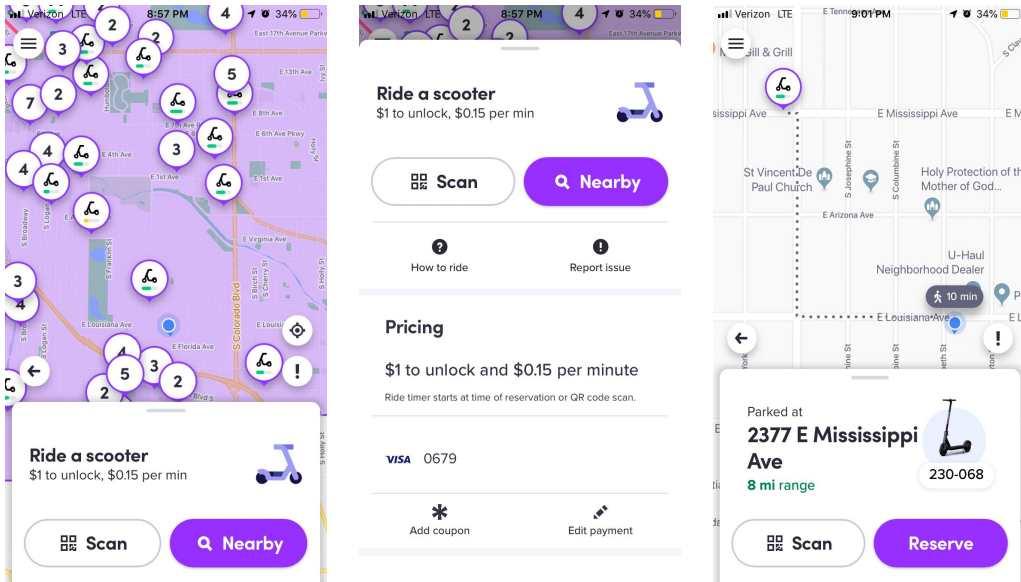
Accessibility. Lyft's User Experience Research team works with our bike users to continuously simplify and enhance the end-to-end rider experience, and ensure that our accessibility program is more than just a "check-the-box" compliance exercise. Important elements of our accessible design strategy include but are not limited to:

- Auditing existing core app functions to ensure compliance with WCAG 2.0 and Section 508 guidelines, including screen reader compatibility with VoiceOver for iOS and Talk Back and Voice Assistant for Android
- Testing all new features using a quality assurance protocol to ensure each component of the Lyft app is compliant with WCAG 2.0 and Section 508 guidelines, including screen reader compatibility across iOS and Android
- Incorporating accessibility design standards into our design process, such as:
 - Labeling all buttons and elements
 - Providing accessibility hints to all controls
 - Ensuring all modals have a clear exit/back button.
 - Ensuring compatibility with different zoom levels and font size/color settings
 - Not overriding screen reader gestures for custom interactions
 - Creating descriptive error dialogs
 - Not relying on color to alert users
 - Grouping icons and images with their respective controls for smoother flow through the interface
 - Not exposing decorative icons and images to screen reader
 - Providing headings for screen readers in a single screen with multiple interactions
 - Ensuring cursor can flow freely through the interface at all times

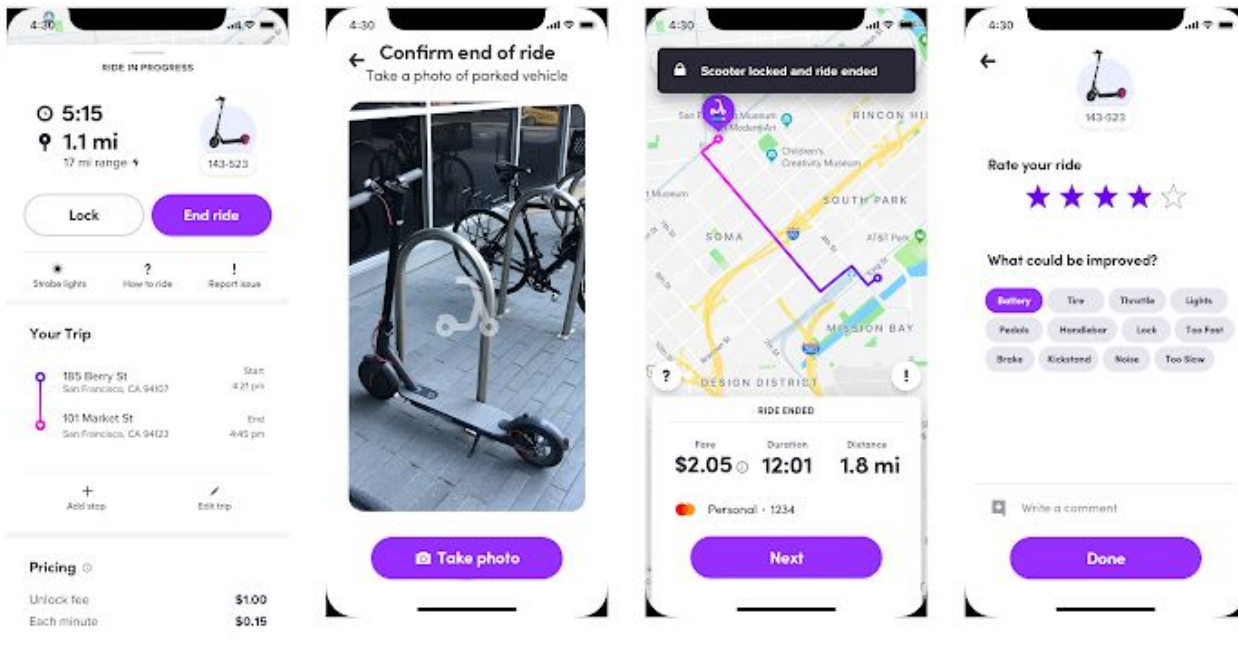
The Lyft App

The screenshots below demonstrate the in-app experience for a user looking to ride a Lyft scooter. You can view a map of all available scooters nearby with the pricing structure clearly communicated to the user prior to booking a ride. Once you select the particular scooter you want to use, the app provides an address and walking directions to reach the scooter. When a ride is completed, a user may report any issues and will receive a trip summary including the total fee charged.

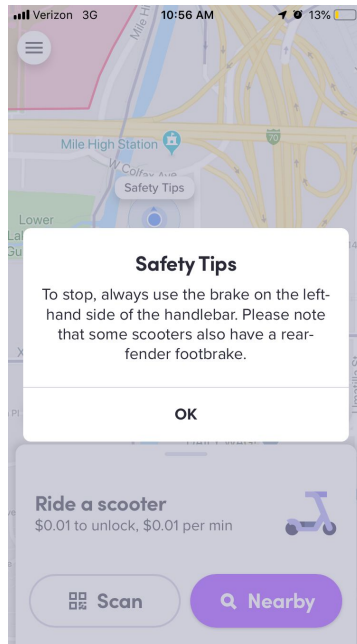
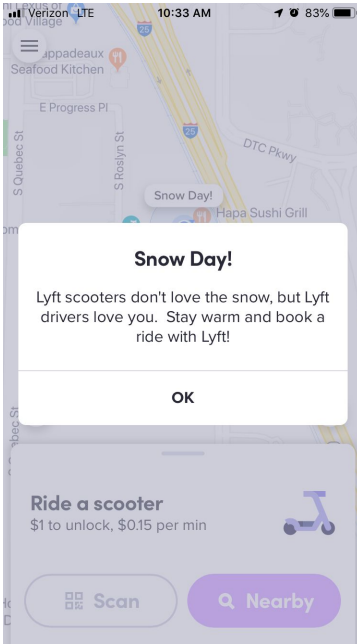
Finding and Reserving a Scooter



Parking and Ending the Ride



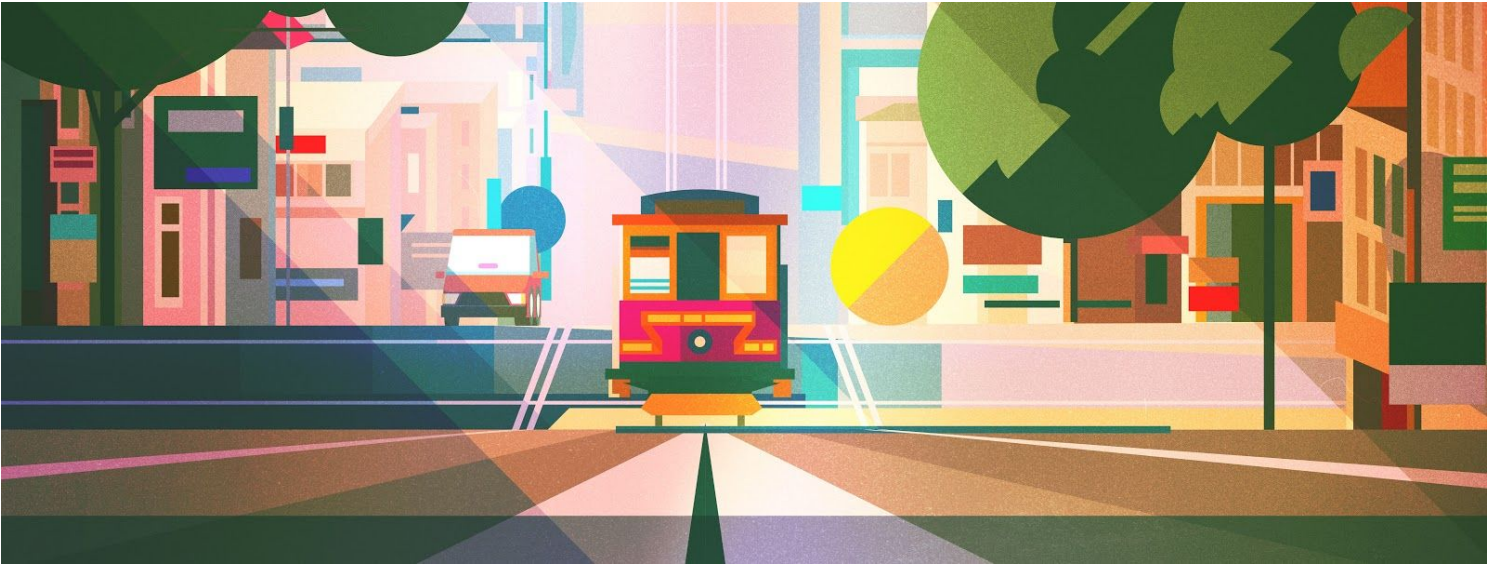
In-App Service Notifications



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 see our certificates of insurance in **Attachment 3 - Insurance**.



Thank you for your consideration of our proposal.



Attachment 1

Battery Certifications

Date : 2019/05/31

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China
Attn: Dollar Qian

Re. : CU US + Canada Certificate

Type of Equipment : KickScooter MAX
Model Designation : See Certificate
Certificate No. : CU 72191783 0001
File No. : 50226561 001
Engineer/Contact : Sven-Olaf Steinke
Standard(s) : ANSI/CAN/UL 2272:2016

Dear Ms. Qian,

The above referenced technical equipment has been tested and was found to be in compliance with the listed test requirement(s). Enclosed, please find the TUV Rheinland approval document No. CU 72191783 0001. It authorizes you to label the listed product(s) with the TUV Rheinland Mark identified in the approval document. For compliance, the Test Mark must be on the approved unit.

Your product is subject to regular factory follow-up inspections as well as annual certificate and factory registration fees.

In using the TUV Rheinland Mark you are obligated to comply with the TUV Rheinland of North America Service Agreement.

If we can be of any further assistance to you, please do not hesitate to contact us.

Sincerely yours,
Certification Body

Dipl.-Ing. Univ. S. O. Steinke
QA Certification Officer

Enclosure

Certificate



Certificate no.

CU 72191783 01

License Holder:

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China

Manufacturing Plant:

Ninebot (Changzhou) Tech Co., Ltd.
No.2 Plant Intelligent
Digital Industrial Park
No.18-65 Changwu Mid Rd.,
213000 Changzhou, Jiangsu
China

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: KickScooter MAX

License Fee - Units

Model Designation: SNSC2.0, G30

7

Rated Input: AC 100-240V, 50/60Hz, Max. 2.0A

Rated Ambient Temperature: 40°C

Protection Class: Class I

7

Appendix: 1, 1-4

Licensed Test mark:



Date of Issue

(day/mo/yr)

31/05/2019

Certificate



Certificate no.

CU 72191783 02

License Holder:

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China

Manufacturing Plant:

Huizhou Sunwoda Intelligent
Hardware Co.,Ltd.
No.22 Bldg & FL 1&3&4 of
No.10 Bldg, Sunwoda industrial park,
Yuanzhou Town, Boluo County,
Huizhou City, Guangdong Province,
China

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: Scooter Motor

License Fee - Units

Additional Manufacturing Plant: see above (K757889)

Licensed Test mark:



Date of Issue
(day/mo/yr)

31/05/2019

Certificate



Certificate no.

CU 72191783 03

License Holder:

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China

Manufacturing Plant:

Foxlink AUTOMOTIVE TECHNOLOGY
(KUNSHAN) CO.#LTD
No.2-18 ZhengWei Road,
Jinxi Town, Kunshan City,
Jiangsu Province,
China

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

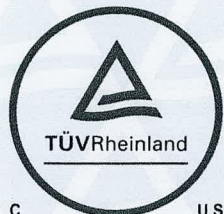
Tested to: ANSI/CAN/UL 2272:2016

Certified Product: Scooter Motor

License Fee - Units

Additional Manufacturing Plant: see above (K757890)

Licensed Test mark:



**Date of Issue
(day/mo/yr)**

31/05/2019

Date : 2019/05/21

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China
Attn: Dollar Qian

Re. : CU US + Canada Certificate

Type of Equipment : LI-ION BATTERY PACK
Model Designation : See Certificate
Certificate No. : CU 72191597 0001
File No. : 50226562 001
Engineer/Contact : Sven-Olaf Steinke
Standard(s) : UL/ULC 2271:2018

Dear Ms. Qian,

The above referenced technical equipment has been tested and was found to be in compliance with the listed test requirement(s). Enclosed, please find the TUV Rheinland approval document No. CU 72191597 0001. It authorizes you to label the listed product(s) with the TUV Rheinland Mark identified in the approval document. For compliance, the Test Mark must be on the approved unit.

Your product is subject to regular factory follow-up inspections as well as annual certificate and factory registration fees.

In using the TUV Rheinland Mark you are obligated to comply with the TUV Rheinland of North America Service Agreement.

If we can be of any further assistance to you, please do not hesitate to contact us.

Sincerely yours,
Certification Body

Dipl.-Ing. Univ. S. O. Steinke
QA Certification Officer

Enclosure

Certificate



Certificate no.

CU 72191597 01

License Holder:

Ninebot (Changzhou) Tech Co., Ltd.
16F-17F, Block A, Building 3,
No.18, Changwu Mid Rd,
Wujin Dist, Changzhou, Jiangsu
China

Manufacturing Plant:

YiBin Futurepath New
Energy Co.,Ltd.
2nd bldg Rm101, JunChang
Intelligent Industrial Park
No. 29 West of XingGang Rd,
YiBin city, Sichuan Province,
China

Test report no.: USA-SS 50226562 001

Client Reference: QIAN DOLLAR

Tested to: UL/ULC 2271:2018

Certified Product: LI-ION BATTERY PACK

License Fee - Units

Model Designation: NEE1006-M

7

Norminal voltage: DC 36V
Rated capacity: 15300mAh
Max. charge voltage: DC 42V
Max. charge current: 6000mA
Rated Ambient Temperatur: 40°C (charging)
50°C (discharging)
Protection Class: III

Appendix: 1, 1-4

7

Licensed Test mark:



Date of Issue
(day/mo/yr)
21/05/2019

Attachment 2

Privacy Policy

Lyft Product Rental, Waiver of Liability and Release Addendum

Last Updated: November 20, 2018

This Lyft Product Rental, Waiver of Liability and Release Addendum (the “Addendum”) is an addendum to the Lyft Terms of Service (the “Agreement,” available at lyft.com/terms) governing your use of the Services (defined below). The Agreement is expressly incorporated herein by reference.

PLEASE READ THIS ADDENDUM 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), Lyft, Inc. (“Lyft”) requires that you agree to all terms and conditions in this Addendum, as applicable. The “Services” provided by Lyft are composed of several elements, including (1) Lyft Product parking locations (“Locations”), (2) Lyft Bike Share bicycles (“Bike”), electric bicycles (“e-Bike”), and electric scooters (“e-Scooter”) (electric vehicles collectively referred to as “E-vehicles,” Bikes and E-vehicles are collectively referred to as “Products”), and (3) all other related equipment, personnel, services and information provided or made available by Lyft.

Lyft expressly agrees to let, and you expressly agree to take on, rental of the Products subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Addendum shall be deemed to be denominated in U.S. dollars.

The Addendum contains information accessible through hyperlinks that form a portion of the Addendum. Your failure to open or read any link for any reason will not be a basis for any future relief.

1. GENERAL RENTAL AND USE OF PRODUCTS.

1.1 You Are the Sole Permitted User. You and Lyft are the only parties to this Addendum. You are the sole renter and are solely responsible for compliance with all terms and conditions contained herein. You understand that when you activate a Product, the Product must be used only by you. You must not allow others to use a Product that you have activated.

1.2 You Must Be At Least 18 Years Old. You represent and certify that you are at least 18 years old.

1.3 You Must Be a Competent Product Operator. You represent and certify that you are familiar with the operation of the Product, and are reasonably competent and physically fit to ride the Product. By choosing to ride a Product, you assume all responsibilities and risks for any injuries or medical conditions that may result from your use. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Product. We advise you to adjust your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 Product is the Exclusive Property of Lyft. You agree that the Product and any Lyft equipment attached thereto, at all times, remain the exclusive property of Lyft. You must not dismantle, write on, or otherwise modify, repair or deface a Product, any part of a Product, or other Lyft equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Product in any way. You must not use a Product, or other Lyft equipment for any advertising or similar commercial purpose.

1.5 Product Operating Hours and Product Availability. You agree and acknowledge that the Products are not available 24 hours a day, 7 days/week, 365 days per year. Products must be rented within the maximum rental

time limits set forth below. The number of Products are limited and Product availability is never guaranteed.

1.6 Product May be Used and/or Operated only in Permitted Areas. You agree to only use, operate and/or ride the Product in permitted areas as defined by law and Lyft's policies. Using, deactivating or leaving a Product outside of the Permitted Area may result in a pick up fee of up to \$100.

1.7 You Must Follow Laws Regarding Use and/or Operation of Product. You agree to follow all laws pertaining to the use, riding, parking, charging and/or operation of the Product, including all state and local laws and the rules and regulations pertaining to Products in the area where you are operating the Product, including any helmet laws.

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

- Operate any Product in violation of any laws, rules, regulations, and/or ordinances, including any and all rules pertaining to riding any Products on sidewalks and/or parking Products
- Operate a Product while carrying any briefcase, backpack, bag, or other item if it impedes your ability to operate the Product safely.
- Operate a Product while using any cellular telephone, text messaging device, portable music player, or other device that may distract you from safely operating the Product.
- Operate a Product while under the influence of any alcohol, drugs, medication, or other substance that may impair your ability to operate a Product safely.
- Carry a second person or child on a Product.
- Use any locking mechanism on the Product other than those provided by Lyft.
- Park any Product in a manner that does not strictly comply with all applicable laws, rules, regulations, and/or ordinances. You expressly agree that you are responsible for becoming familiar with any and all applicable laws, rules, regulations, and/or ordinances in the location that you are operating any Product.
- Park or place any Product in a manner that prevents Lyft from locating and accessing it. If You violate this Section, Lyft may charge you up to \$600, in our sole and absolute discretion.

1.9 Product is Intended for Only Limited Types of Use. You agrees that you will not use the Product for racing, mountain, stunt or trick riding. You agree that you will not operate and/or use the Product on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others. You agree that you will not use the Product for hire or reward.

1.10 Weight and Cargo Limits. You must not exceed the maximum weight limit for the Product as communicated to you by Lyft.

1.11 No Tampering. You must not tamper with, attempt to gain unauthorized access using, or otherwise use the Lyft System or other Lyft equipment other than for purposes of using a Product pursuant to this Addendum.

1.12 Reporting of Damage or Crashes. You must report any accident, crash, damage, personal injury, stolen or lost Product, to Lyft as soon as possible. If a crash involves personal injury, property damage, or a stolen Product, you shall file a report with the local police department within 24 hours. You agree that you are 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 Product.

1.13 Your Responsibility for Product Use and Damage. You agree to return the Product to Lyft in the same condition in which it was rented. You will not be responsible for normal wear and tear.

1.14 Electric Vehicles. You agree and acknowledge that e-Vehicles may not be available at all times. e-Vehicles require periodic charging of batteries in order to operate. You agree to use and operate e-Vehicles safely and prudently and comply with all restrictions and requirements associated with e-Vehicles, as set forth in any all applicable laws, rules, regulations, and/or ordinances. You understand and agree to the following:

- The level of charge power remaining in the e-Vehicle will decrease with use of the e-Vehicle (over both time and distance), and that as the level of charge power of the e-Vehicle decreases, the speed and other operational capabilities of the e-Vehicle may decrease (or cease in its entirety).
- The level of charging power in the e-Vehicle at the time you initiate the rental or operation of the e-Vehicle is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during the use of the e-Vehicle is not guaranteed and will vary based on the e-Vehicle, road conditions, weather conditions and other factors.
- It is your responsibility to check the level of charge power in the e-Vehicle and to ensure that it is adequate before initiating operation of the e-Vehicle.
- The distance and/or time that you may operate the e-Vehicle before it loses charging power is never guaranteed.
- The e-Vehicle may run out of charging power and cease to operate at any time during your rental of the e-Vehicle, including before reaching your desired destination.

2. PAYMENT AND FEES.

2.1 Fees. You may use the Product 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 Lyft. Lyft will charge your credit, debit card or other agreed payment methods the amount of the fees as described in this Addendum or as otherwise in accordance with the pricing described in the app.

2.2 Promo Codes. Promo codes (discounts) are one-time offers and can only be redeemed via Lyft App. Lyft 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 12 hours. You agree that you will deactivate the Product rental within 12 hours of time that rental of the Product began. You may then rent again. You agree that you are solely responsible for being aware of any elapsed time related to the timely locking the Product. After return of the Product, the rider will be charged the accumulated rental charge. Products not returned (locked and a ride concluded) within 12 hours will be considered lost or stolen, and you may be charged up to \$600 and a police report may be filed. Lyft may also charge a service fee of \$25 for rentals in excess of 12 hours where the Vehicle is not lost or stolen.

2.4 Valid Credit Card or Debit Card. You must input a valid credit or debit card or other agreed payment method before you will be registered to use the Service. You represent and warrant to Lyft that you are authorized to use any payment method you furnish to Lyft. You authorize Lyft to charge the payment method for all fees incurred by you. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Lyft.

2.6 Pick Up Fees. If you are unable to return a Product to a valid area (e.g., you deactivate or leave the Product on private property, a locked community, or another unreachable area), and request that the Product be picked up by Lyft staff, Lyft, at its sole discretion, may choose to charge you a pick-up fee up to \$100. If any Product accessed under your account is abandoned without notice, you will be responsible for all trip fees until the Product is recovered and deactivated, plus a pick-up fee to recover the Product. 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 Products, equipment or related information, or (b) your use of any of the foregoing. "Released Persons" means, collectively Lyft and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Services and all of the sponsor's owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns. In exchange for you being allowed to use any of the Services, Products, and other equipment or related information provided by Lyft, you (acting for you and for all of your family, heirs, agents, affiliates, representatives, successors, and assigns) (collectively, the "Releasing Parties" and each a "Releasing Party") do hereby fully and forever release and discharge all Released Persons for all Claims that Rider ever had, now has, or may claim to have against any Released Person. 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.

Releasing Party hereby acknowledges that he/she has been advised by legal counsel, is familiar with and fully understands the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Claims known or unknown, suspected or unsuspected, heretofore arising from the subject of this Section 3, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

3.2 Disclaimers. YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, PRODUCTS, 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, PRODUCTS, OR RELATED EQUIPMENT, LYFT 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, PRODUCTS, AND RELATED EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). LYFT AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, PRODUCTS, 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, PRODUCTS, OR RELATED EQUIPMENT.

3.3 Limited Liability. YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, LYFT 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 ADDENDUM, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, PRODUCTS, OR RELATED INFORMATION, (C) YOUR BREACH OF THIS ADDENDUM OR YOUR VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A VEHICLE HELMET WHILE USING A PRODUCT, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU 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 LYFT OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. THE TOTAL LIABILITY OF LYFT 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 YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

3.4 Assumption of Risk by You. You are solely and fully responsible for the safe operation of the Product at all times. You agree that Products are machines that may malfunction, even if the Product is properly maintained, and that such malfunction may cause injury. You agree that riding a Product and the Services involve many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to you or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You agree that such risks, dangers, and hazards are your sole responsibility, including, but not limited to, choosing whether to wear a helmet as required by law or utilize other protective gear. You agree that if your use of any of the Products or Services causes any injury or damage to another person or property, then you may be liable for all resulting injuries, damages, and related costs. By choosing to operate a Product, you assumes full and complete responsibility for all related risks, dangers, and hazards, and you agree that Lyft and all other Released Persons are not responsible for any injury, damage, or cost caused by you with respect to any person or property, including the Product 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 Products and any breach of the terms of this Addendum; 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.

3.6 Additional Terms. Certain jurisdictions require that You agree to specific releases, disclaimers, limitations of liability, and/or assumptions of risk in addition to those stated in this Section. By agreeing to the Addendum, You are also agreeing to the terms specified at <https://www.lyft.com/terms/last-mile-disclosures>.

4. Additional Terms of Use.

4.1 Safety Check. Before each use of a Product, you shall conduct a basic safety inspection of the Product, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iv) good condition of the frame; (v) sufficient battery charge power; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You agree not to operate the Product if there are any noticeable issues, and to immediately notify customer service to alert Lyft of any problems.

4.2 Lost or Stolen Product. A Product may be deemed lost or stolen if (a) the Product is not returned within 12 consecutive hours, (b) the Product's GPS unit is disabled, (c) the Product is parked on private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Product moves more than thirty feet after a rental has ended and Lyft believes such movement was not caused by another rider or authorized third party, or (e) other facts and circumstances exist that suggest to Lyft in its reasonable, good faith determination that a Product has been lost or stolen. You and Lyft agree that the last rider of a Product shall be responsible for a lost or stolen Product unless facts and circumstances suggest otherwise to Lyft in its reasonable, good faith determination. If Lyft deems a Product lost or stolen, Lyft shall have the authority to take any and all actions it deems appropriate (with respect to the last rider of a Product or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. The data generated by the Lyft's systems is conclusive evidence of the period of use of a Product by a rider, including you. You must report Product disappearance or theft to Lyft immediately or as soon as possible.

4.3 Helmets; Safety. Lyft recommends that you wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. You agree that none of Lyft and its Released Parties are liable for any injury suffered by you while using the Service, whether or not you are wearing a helmet at the time of injury. You may need to take additional safety measures or precautions not specifically addressed in this Addendum.

4.4 Vehicle Routes. You agree that Lyft does not provide or maintain places to ride Products, and that Lyft does not guarantee that there will always be a safe place to ride a Product. Roads, bicycle lanes, and other accessible

areas may become dangerous due to weather, traffic, or other hazards.

4.5 Limitations on Product Rental. You agree that Lyft is not a common carrier. Alternative means of public and private transportation are available to the general public and to you individually, including public buses and rail service, taxis, and pedestrian paths. Lyft provides Products 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 Product on their own and who have agreed to all terms and conditions of this Addendum.

4.6 Limitations on Availability of Service. Lyft 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 Lyft from providing the Service. Access to the Service is also conditioned on the availability of Products. Lyft does not represent or warrant the availability of any Service or the availability of any Product at any time. You agree that Lyft may require you to return a Product at any time.

5. Additional State and Local Disclosure.

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local jurisdiction at www.lyft.com/terms/last-mile-disclosures. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

Lyft Product Rental Privacy Policy Addendum

This Lyft Product Rental Addendum (“Privacy Addendum”) is an addendum to the Privacy Policy (www.lyft.com/privacy) between you and Lyft, and it sets forth additional terms and conditions that are applicable in the market in which you use Products on the Lyft Platform, including but not limited to use of our application, website, and other Products and Services. Capitalized terms not otherwise defined herein have the meaning set forth in the Privacy Policy and Addendum.

1. Information We Collect

A. Information You Provide to Us

When you initiate an e-Vehicle ride, you may share with Lyft documentation of your age by, for example, uploading a photo of your driver’s license. You may also share photos of the Product and its location with us to help us understand the status of the scooter and whether it has been used in compliance with our Agreement and Addendum.

If you communicate with us directly, we may receive additional information about you. For example, when you respond to any survey about the Lyft Platform or provide feedback about your experience, we will receive your name, email address, phone number, the contents of the communication and attachments you may send to us, and other information you choose to provide.

B. Information We Collect When You Use the Services and Products

Lyft Products may collect precise location at all times, and may transmit your location to Lyft during your use of the Product. We may also collect the precise location of your device when the app is running in the foreground or background, including for a period of five minutes after a ride in order to determine whether you have left the Product and ended your ride.

Your location information is necessary for things like determining ride start and stop locations, calculating charges for rides, and ensuring Products are used in compliance with our Agreement and Addendum (e.g., within certain service areas).

[Download the app](#)

Lyft Terms of Service

Last Updated: February 6, 2018

These terms of service constitute a legally binding agreement (the "Agreement") between you and Lyft, Inc. ("Lyft," "we," "us" or "our") governing your use of the Lyft application, website, and technology platform (collectively, the "Lyft Platform").

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS YOU AND LYFT HAVE AGAINST EACH OTHER CAN BE BROUGHT ([SEE SECTION 17 BELOW](#)). THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST LYFT TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. AS A DRIVER OR DRIVER APPLICANT, YOU HAVE AN OPPORTUNITY TO OPT OUT OF ARBITRATION WITH RESPECT TO CERTAIN CLAIMS AS PROVIDED IN SECTION 17.

By entering into to this Agreement, and/or by using or accessing the Lyft platform you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 17) and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE LYFT

PLATFORM. If you use the services of Lyft or its affiliates in another country, by using the Lyft Platform in that country you agree to be subject to Lyft's terms of service for that country.

1. The Lyft Platform

The Lyft Platform provides a marketplace where persons who seek transportation to certain destinations ("Riders") can be matched with persons driving to or through those destinations ("Drivers"). Drivers and Riders are collectively referred to herein as "Users," and each User shall create a User account that enables access to the Lyft Platform. Each person may only create one User account, and Lyft reserves the right to shut down any additional accounts. As a User, you authorize Lyft to match you with a Driver or Rider based on factors such as your location, the estimated time to pickup, your destination, user preferences, and platform efficiency, and to cancel an existing match and rematch based on the same considerations. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the Platform shall be referred to collectively as the "Services". Any decision by a User to offer or accept Services is a decision made in such User's sole discretion. Each transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

2. Modification to the Agreement

In the event Lyft modifies the terms and conditions of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. Lyft reserves the right to modify any information referenced in the hyperlinks from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Lyft Platform or Services after any such changes shall constitute your consent to such changes. Unless material changes are made to the arbitration provisions herein, you agree that

modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

3. Eligibility

The Lyft Platform may only be used by individuals who can form legally binding contracts under applicable law. The Lyft Platform is not available to children (persons under the age of 18) or Users who have had their User account temporarily or permanently deactivated. By becoming a User, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your User account, and you agree that you are the sole authorized user of your account.

4. Charges

As a Rider, you understand that request or use of the Services may result in charges to you ("Charges"). Charges include Fares and other applicable fees, tolls, surcharges, and taxes as set forth on your market's Lyft Cities page (www.lyft.com/cities), plus any tips to the Driver that you elect to pay. Lyft has the authority and reserves the right to determine and modify pricing by posting applicable pricing terms to your market's Lyft Cities page or quoting you a price for a specific ride at the time you make a request. Pricing may vary based on the type of service you request (e.g., Lyft Plus, Lyft SUV) as described on your market's Lyft Cities page. You are responsible for reviewing the applicable Lyft Cities page or price quote within the Lyft app and shall be responsible for all Charges incurred under your User account regardless of your awareness of such Charges or the amounts thereof.

Fares. There are two types of fares, variable and quoted.

- **Variable Fares.** Variable fares consist of a base charge and incremental charges based on the duration and distance of your ride. For particularly short rides, minimum fares may apply. Please note that we use GPS data from your Driver's phone to calculate the distance traveled on your ride. We cannot guarantee the availability or accuracy of GPS data. If we lose

signal we will calculate time and distance using available data from your ride.

- **Quoted Fares.** In some cases Lyft may quote you a Fare at the time of your request. The quote is subject to change until the ride request is confirmed. If during your ride you change your destination, make multiple stops, or attempt to abuse the Lyft Platform, we may cancel the fare quote and charge you a variable fare based on the time and distance of your ride. Lyft does not guarantee that the quoted fare price will be equal to a variable fare for the same ride.

Fees and Other Charges.

- **Service Fee.** You may be charged a "Service Fee" for each ride as set forth on the applicable Lyft Cities page.
- **Prime Time.** At times of high demand for Services ("Prime Time") you acknowledge that Charges may increase substantially. For all rides with a variable fare, we will use reasonable efforts to inform you of any Prime Time multipliers in effect at the time of your request. For quoted fares we may factor in the Prime Time multiplier into the quoted price of the ride.
- **Cancellation Fee.** After requesting a ride you may cancel it through the app, but note that in certain cases a cancellation fee may apply. You may also be charged if you fail to show up after requesting a ride. Please check out our Help Center to learn more about [Lyft's cancellation policy](#), including applicable fees.
- **Damage Fee.** If a Driver reports that you have materially damaged the Driver's vehicle, you agree to pay a "Damage Fee" of up to \$250 depending on the extent of the damage (as determined by Lyft in its sole discretion), towards vehicle repair or cleaning. Lyft reserves the right (but is not obligated) to verify or otherwise require documentation of damages prior to processing the Damage Fee.
- **Tolls.** In some instances tolls (or return tolls) may apply to your ride. Please see our Help Center and your market's Lyft Cities page for more [information about toll charges](#) and a list of applicable [tolls and return charges](#). We do not guarantee that the amount charged by Lyft will match the toll charged to the Driver, if any.
- **Other Charges.** Other fee and surcharges may apply to your ride, including: actual or anticipated airport fees, state or local fees,

event fees as determined by Lyft or its marketing partners, and processing fees for split payments. In addition, where required by law Lyft will collect applicable taxes. See your market's Lyft Cities page for details on other Charges that may apply to your ride.

- **Tips.** Following a ride, you may elect to tip your Driver in cash or through the Lyft application. Any tips will be provided entirely to the applicable Driver.

General.

- **Facilitation of Charges.** All Charges are facilitated through a third-party payment processing service (e.g., Stripe, Inc., or Braintree, a division of PayPal, Inc.). Lyft may replace its third-party payment processing services without notice to you. Charges shall only be made through the Lyft Platform. With the exception of tips, cash payments are strictly prohibited. Your payment of Charges to Lyft satisfies your payment obligation for your use of the Lyft Platform and Services.
- **No Refunds.** All Charges are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Lyft Platform, any disruption to the Lyft Platform or Services, or any other reason whatsoever.
- **Coupons.** You may receive coupons that you can apply toward payment of certain Charges upon completion of a Ride. Coupons are only valid for use on the Lyft Platform, and are not transferable or redeemable for cash except as required by law. Coupons cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the Ride. For quoted or variable fares, Lyft may deduct the amount attributable to the Service Fee, Tolls, or Other Charges before application of the coupon. If you split payment for a Ride with another User, your coupon will only apply to your portion of the Charges. Additional restrictions on coupons may apply as communicated to you in a relevant promotion or by clicking on the relevant coupon within the Promotions section of the Lyft App.
- **Credit Card Authorization.** Upon addition of a new payment method or each ride request, Lyft may seek authorization of your selected payment method to verify the payment method, ensure the ride cost will be covered, and protect against unauthorized behavior. The authorization is not a charge, however, it may

reduce your available credit by the authorization amount until your bank's next processing cycle. Should the amount of our authorization exceed the total funds on deposit in your account, you may be subject to overdraft or NSF charges by the bank issuing your debit or prepaid card. We cannot be held responsible for these charges and are unable to assist you in recovering them from your issuing bank. Check out our Help Center to learn more about [our use of pre-authorization holds](#).

5. Payments

If you are a Driver, you will receive payment for your provision of Services pursuant to the terms of the [Driver Addendum](#), which shall form part of this Agreement between you and Lyft. The Driver Addendum is available in the Driver dashboard when you log into your account.

6. Lyft Communications

By entering into this Agreement or using the Platform, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. Communications from Lyft, its affiliated companies and/or Drivers, may include but are not limited to: operational communications concerning your User account or use of the Lyft Platform or Services, updates concerning new and existing features on the Lyft Platform, communications concerning promotions run by us or our third-party partners, and news concerning Lyft and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A

CONDITION OF USING THE LYFT PLATFORM OR THE SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM LYFT (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO 46080 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE LYFT PLATFORM OR THE SERVICES.

7. Your Information

Your Information is any information you provide, publish or post to or through the Lyft Platform (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Lyft-related Facebook, Twitter or other social media posting) (your "Information"). You consent to us using your Information to create a User account that will allow you to use the Lyft Platform and participate in the Services. Our collection and use of personal information in connection with the Lyft Platform and Services is as provided in Lyft's Privacy Policy located at www.lyft.com/privacy. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable Lyft to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. Lyft does not assert any ownership over your Information; rather, as between you and Lyft, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You may be able to create or log-in to your Lyft User account through online accounts you may have with third party social networking sites

(each such account, an "SNS Account"). By connecting to Lyft through an SNS Account, you understand that Lyft may access, store, and make available any SNS Account content according to the permission settings of your SNS Account (e.g., friends, mutual friends, contacts or following/followed lists (the "SNS Content")). You understand that SNS Content may be available on and through the Lyft Platform to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be your Information.

8. Promotions and Referral Programs

Lyft, at its sole discretion, may make available promotions with different features to any Users or prospective Users. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Lyft. Lyft reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Lyft determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement.

As part of your User account, Lyft may provide you with or allow you to create a "Lyft Code," a unique alphanumeric code for you to distribute to your friends and family (each a "Referred User") to become new Lyft Riders ("Referred Riders") or Drivers ("Referred Drivers") in your country. Lyft Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your Lyft Code. You are prohibited from advertising Lyft Codes in any way, including through any of the following: Google, Facebook, Twitter, Bing and Craigslist. Lyft reserves the right to deactivate or invalidate any Lyft Code at any time in Lyft's discretion.

From time to time, Lyft may offer you with incentives to refer your friends and family to become new Users of the Lyft Platform in your country (the "Referral Program"). These incentives may come in the form of Lyft Credits, and Lyft may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion. Your distribution of Lyft Codes and

participation in the Referral Program is subject to this Agreement and the additional [Referral Program rules](#).

9. Restricted Activities

With respect to your use of the Lyft Platform and your participation in the Services, you agree that you will not:

- a. impersonate any person or entity;
- b. stalk, threaten, or otherwise harass any person, or carry any weapons;
- c. violate any law, statute, rule, permit, ordinance or regulation;
- d. interfere with or disrupt the Lyft Platform or the servers or networks connected to the Lyft Platform;
- e. post Information or interact on the Lyft Platform or Services in a manner which is fraudulent, libelous, abusive, obscene, profane, sexually oriented, harassing, or illegal;
- f. use the Lyft Platform in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g. post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- h. forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Lyft Platform;
- i. "frame" or "mirror" any part of the Lyft Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose;
- j. modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Lyft Platform or any software used on or for the Lyft Platform;
- k. rent, lease, lend, sell, redistribute, license or sublicense the Lyft Platform or access to any portion of the Lyft Platform;
- l. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape,

- “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of the Lyft Platform or its contents;
- m. link directly or indirectly to any other web sites;
 - n. transfer or sell your User account, password and/or identification to any other party
 - o. discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or
 - p. cause any third party to engage in the restricted activities above.

10. Driver Representations, Warranties and Agreements

By providing Services as a Driver on the Lyft Platform, you represent, warrant, and agree that:

- a. You possess a valid driver’s license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Riders in all jurisdictions in which you provide Services.
- b. You own, or have the legal right to operate, the vehicle you use when providing Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- c. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, permit an unauthorized third party to accompany you in the vehicle while providing Services, provide Services as a Driver while under the influence of alcohol or drugs, or take action that harms or threatens to harm the safety of the Lyft community or third parties.
- d. You will only provide Services using the vehicle that has been reported to, and approved by Lyft, and for which a photograph has

been provided to Lyft, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).

- e. You will not, while providing the Services, operate as a public or common carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
- f. You will not attempt to defraud Lyft or Riders on the Lyft Platform or in connection with your provision of Services. If we suspect that you have engaged in fraudulent activity we may withhold applicable Fares or other payments for the ride(s) in question.
- g. You will make reasonable accommodation for Riders and/or for service animals, as required by law and our [Service Animal Policy](#).
- h. You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such records during the term of the Agreement.
- i. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.
- j. You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.

11. Intellectual Property

All intellectual property rights in the Lyft Platform shall be owned by Lyft absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Lyft Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by you to us are non-confidential and shall become the sole property of Lyft. Lyft shall own exclusive

rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

LYFT and other Lyft logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Lyft in the United States and/or other countries (collectively, the "Lyft Marks"). If you provide Services as a Driver, Lyft grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Lyft Marks solely in connection with providing the Services through the Lyft Platform ("License"). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense with respect to any of the rights granted hereunder without Lyft's prior written permission, which it may withhold in its sole discretion. The Lyft Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Lyft is the owner and licensor of the Lyft Marks, including all goodwill associated therewith, and that your use of the Lyft Marks will confer no additional interest in or ownership of the Lyft Marks in you but rather inures to the benefit of Lyft. You agree to use the Lyft Marks strictly in accordance with Lyft's Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Lyft determines to nonconforming or otherwise unacceptable.

You agree that you will not: (1) create any materials that use the Lyft Marks or any derivatives of the Lyft Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by Lyft in writing; (2) use the Lyft Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Lyft Marks other than in accordance with the terms, conditions and restrictions herein; (3) take any other action that would jeopardize or impair Lyft's rights as owner of the Lyft Marks or the legality and/or enforceability of the Lyft Marks, including, challenging or opposing Lyft's ownership in the Lyft Marks; (4) apply for trademark registration or renewal of trademark registration of any of the Lyft Marks, any derivative of the Lyft Marks, any combination of the Lyft Marks and any other name, or any trademark, service mark, trade

name, symbol or word which is similar to the Lyft Marks; (5) use the Lyft Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in Lyft's sole discretion. If you create any materials bearing the Lyft Marks (in violation of this Agreement or otherwise), you agree that upon their creation Lyft exclusively owns all right, title and interest in and to such materials, including any modifications to the Lyft Marks or derivative works based on the Lyft Marks. You further agree to assign any interest or right you may have in such materials to Lyft, and to provide information and execute any documents as reasonably requested by Lyft to enable Lyft to formalize such assignment.

Lyft respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Lyft Platform or Services infringe upon your copyrights, please [view our Copyright Policy](#) for information on how to make a copyright complaint.

12. Disclaimers

The following disclaimers are made on behalf of Lyft, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

Lyft does not provide transportation services, and Lyft is not a transportation carrier. Lyft is not a common carrier or public carrier. It is up to the Driver to decide whether or not to offer a ride to a Rider contacted through the Lyft Platform, and it is up to the Rider to decide whether or not to accept a ride from any Driver contacted through the Lyft Platform. We cannot ensure that a Driver or Rider will complete an arranged transportation service. We have no control over the quality or safety of the transportation that occurs as a result of the Services.

The Lyft Platform is provided on an "as is" basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Lyft Platform and/or the Services, including the ability to provide or receive Services at any given location or time. To the fullest extent permitted by law, we specifically disclaim any implied warranties of title,

merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We do not warrant that your use of the Lyft Platform or Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Lyft Platform will be corrected, or that the Lyft Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Lyft Platform or Services.

We cannot guarantee that each Rider is who he or she claims to be. Please use common sense when using the Lyft Platform and Services, including looking at the photos of the Driver or Rider you have matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Lyft Platform by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Driver or Rider prior to engaging in an arranged transportation service.

Lyft is not responsible for the conduct, whether online or offline, of any User of the Lyft Platform or Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the car by Drivers or Riders. By using the Lyft Platform and participating in the Services, you agree to accept such risks and agree that Lyft is not responsible for the acts or omissions of Users on the Lyft Platform or participating in the Services.

You are responsible for the use of your User account and Lyft expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

It is possible for others to obtain information about you that you provide, publish or post to or through the Lyft Platform (including any profile information you provide), send to other Users, or share during

the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Lyft Platform or through the Services. Please carefully select the type of information that you post on the Lyft Platform or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").

Opinions, advice, statements, offers, or other information or content concerning Lyft or made available through the Lyft Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties, whether on the Lyft Platform or otherwise. We reserve the right, but we have no obligation, to monitor the materials posted on the Lyft Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Location data provided by the Lyft Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Lyft, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Lyft Platform. Any of your Information, including geolocational data, you upload, provide, or post on the Lyft Platform may be accessible to Lyft and certain Users of the Lyft Platform.

Lyft advises you to use the Lyft Platform with a data plan with unlimited or very high data usage limits, and Lyft shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan you use to access the Lyft Platform.

This paragraph applies to any version of the Lyft Platform that you acquire from the Apple App Store. This Agreement is entered into between you and Lyft. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the Lyft Platform. Lyft, not Apple, is solely responsible for the Lyft Platform and

the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference [Apple's Licensed Application End User License Agreement](#), for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

As a Driver, you may be able to use "Lyft Nav built by Google" while providing Services on the Platform. If you elect to use this feature, you agree that Google may collect your location data when the Lyft App is running in order to provide and improve Google's services, that such data may also be shared with Lyft in order to improve its operations, and that Google's [terms](#) and [privacy_policy](#) will apply to this usage.

13. State and Local Disclosures

Certain jurisdictions require additional disclosures to you. You can view any disclosures required by your local jurisdiction at www.lyft.com/terms/disclosures. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

14. Indemnity

You will defend, indemnify, and hold Lyft including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Lyft Platform and participation in the Services, including: (1) your breach of this Agreement or the documents it incorporates by reference; (2) your violation of any law or the rights of a third party, including, Drivers, Riders, other motorists, and pedestrians, as a result of your own interaction with such third party; (3) any

allegation that any materials that you submit to us or transmit through the Lyft Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; (4) your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Driver; and/or (5) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

15. Limitation of Liability

IN NO EVENT WILL LYFT, INCLUDING OUR AFFILIATES, SUBSIDIARIES, PARENTS, SUCCESSORS AND ASSIGNS, AND EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SHAREHOLDERS (COLLECTIVELY "LYFT" FOR PURPOSES OF THIS SECTION), BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE LYFT PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE LYFT PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LYFT PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR OTHER SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT LYFT HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR OTHER SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

16. Term and Termination

This Agreement is effective upon your creation of a User account. This Agreement may be terminated: a) by User, without cause, upon seven (7) days' prior written notice to Lyft; or b) by either Party immediately, without notice, upon the other Party's material breach of this Agreement, including but not limited to any breach of Section 9 or breach of Section 10(a) through (i) of this Agreement. In addition, Lyft may terminate this Agreement or deactivate your User account immediately in the event: (1) you no longer qualify to provide Services or to operate the approved vehicle under applicable law, rule, permit, ordinance or regulation; (2) you fall below Lyft's star rating or cancellation threshold; (3) Lyft has the good faith belief that such action is necessary to protect the safety of the Lyft community or third parties, provided that in the event of a deactivation pursuant to (1)-(3) above, you will be given notice of the potential or actual deactivation and an opportunity to attempt to cure the issue to Lyft's reasonable satisfaction prior to Lyft permanently terminating the Agreement. For all other breaches of this Agreement, you will be provided notice and an opportunity to cure the breach. If the breach is cured in a timely manner and to Lyft's satisfaction, this Agreement will not be permanently terminated. Sections 2, 6, 7 (with respect to the license), 11-12, 14-19, and 21 shall survive any termination or expiration of this Agreement.

17. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

(a) Agreement to Binding Arbitration Between You and Lyft.

YOU AND LYFT MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Lyft ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Lyft, including our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, or shareholders. This Arbitration Agreement also applies to claims between you and Lyft's service providers, including but not limited to background check providers and payment processors; and such service providers shall be considered intended third party beneficiaries of this Arbitration Agreement.

Except as expressly provided below, ALL DISPUTES AND CLAIMS BETWEEN US (EACH A "CLAIM" AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND LYFT. These Claims include, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to: this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), the Lyft Platform, the Services, any other goods or services made available through the Lyft Platform, your relationship with Lyft, the threatened or actual suspension, deactivation or termination of your User Account or this Agreement, background checks performed by or on Lyft's behalf, payments made by you or any payments made or allegedly owed to you, any promotions or offers made by Lyft, any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit

Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Lyft and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), and state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU AND LYFT ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS, EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS ARBITRATION AGREEMENT. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

(b) Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU AND LYFT MAY EACH BRING CLAIMS IN ARBITRATION AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU AND LYFT BOTH ARE WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION (B) SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST LYFT, WHICH ARE ADDRESSED SEPARATELY IN SECTION 17(C).

The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims.

Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining claims and may be brought in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

(c) Representative PAGA Waiver.

Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Lyft agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under the California PAGA, both you and Lyft agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "representative PAGA Waiver"). Notwithstanding any other provision of this Agreement, the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act claims must be litigated in a civil court of competent jurisdiction and not in arbitration. To the extent that there are any

Claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the representative PAGA Waiver is unenforceable with respect to those Claims, the Parties agree that litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

(d) Rules Governing the Arbitration.

Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its [Consumer Arbitration Rules](#) that are in effect at the time the arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA's website (www.adr.org) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules, but in no event shall the arbitrator consolidate more than one person's Claims, or otherwise preside over any form of representative, collective, or class proceeding.

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

The arbitrator will decide the substance of all claims in accordance with applicable law, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Riders or Drivers, but is bound by rulings in prior arbitrations involving the same Rider or Driver to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided that any award may be challenged in a court of competent jurisdiction.

(e) Arbitration Fees and Awards.

The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modifications:

1. If you initiate arbitration under this Arbitration Agreement after participating in the optional Negotiation process described in subsection (k) below and are otherwise required to pay a filing fee under the relevant AAA Rules, Lyft agrees that, unless your claim is for \$5,000 or more, your share of the filing and arbitration fees is limited to \$50, and that, after you submit proof of payment of the filing fee to Lyft, Lyft will promptly reimburse you for all but \$50 of the filing fee. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules.
2. If Lyft initiates arbitration under this Arbitration Agreement, Lyft will pay all AAA filing and arbitration fees.
3. With respect to any Claims brought by Lyft against a Driver, or for Claims brought by a Driver against Lyft that: (A) are based on an alleged employment relationship between Lyft and a Driver; (B) arise out of, or relate to, Lyft's actual deactivation of a Driver's User account or a threat by Lyft to deactivate a Driver's User account; (C) arise out of, or relate to, Lyft's actual termination of a Driver's Agreement with Lyft under the termination provisions of this Agreement, or a threat by Lyft to terminate a Driver's Agreement; (D) arise out of, or relate to, Fares (as defined in this Agreement, including Lyft's commission or fees on the Fares), tips, or average hourly guarantees owed by Lyft to Drivers for Services, other than disputes relating to referral bonuses, other Lyft promotions, or consumer-type disputes, or (E) arise out of or relate to background checks performed in connection with a user seeking to become a Driver (the subset of Claims in subsections (A)-(E) shall be collectively referred to as "Driver Claims"), Lyft shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses (to the extent not paid by Lyft pursuant to the fee provisions above). However, if you are the party initiating the Driver Claim, you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim in the court of general jurisdiction in the state in which you provide Services to Riders, unless a lower fee amount would be

owed by you pursuant to the AAA Rules, applicable law, or subsection (e)(1) above. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. For purposes of this Section 17(e)(3), the term "Driver" shall be deemed to include both Drivers and Driver applicants who have not been approved to drive.

4. Except as provided in Federal Rule of Civil Procedure 68 or any state equivalents, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the claim(s) were litigated in a court such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
5. At the end of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to you if you prevail, to the extent authorized by applicable law.
6. Although under some laws Lyft may have a right to an award of attorneys' fees and non-filing fee expenses if it prevails in an arbitration, Lyft agrees that it will not seek such an award.
7. If the arbitrator issues you an award that is greater than the value of Lyft's last written settlement offer made after you participated in good faith in the optional Negotiation process described in subsection (k) below, then Lyft will pay you the amount of the award or U.S. \$1,000, whichever is greater.

(f) Location and Manner of Arbitration.

Unless you and Lyft agree otherwise, any arbitration hearings between Lyft and a Rider will take place in the county of your billing address, and any arbitration hearings between Lyft and a Driver will take place in the county in which the Driver provides Services. If AAA arbitration is unavailable in your county, the arbitration hearings will take place in the nearest available location for a AAA arbitration. If your Claim is for \$10,000 or less, Lyft agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as determined by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

(g) Exceptions to Arbitration.

This Arbitration Agreement shall not require arbitration of the following types of claims: (1) small claims actions brought on an individual basis that are within the scope of such small claims court's jurisdiction; (2) a

representative action brought on behalf of others under PAGA or other private attorneys general acts, to the extent the representative PAGA Waiver in Section 17(c) of such action is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; (3) claims for workers' compensation, state disability insurance and unemployment insurance benefits; and (4) claims that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board ("NLRB"), or Office of Federal Contract Compliance Programs, or similar local, state or federal agency, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. However, should you bring an administrative claim, you may only seek or recover money damages of any type pursuant to this Arbitration Provision, and you knowingly and voluntarily waive the right to seek or recover money damages of any type pursuant to any administrative complaint, except for a complaint issued by the NLRB. Should you participate in an NLRB proceeding, you may only recover money damages if such recovery does not arise from or relate to a claim previously adjudicated under this Arbitration Provision or settled by you. Similarly, you may not recover money damages under this Arbitration Provision if you have already adjudicated such claim with the NLRB. Nothing in this Agreement or Arbitration Agreement prevents your participation in an investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

(h) Severability.

In addition to the severability provisions in subsections (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(i) Driver Claims in Pending Settlement.

If you are a member of a putative class in a lawsuit against Lyft involving Driver Claims and a Motion for Preliminary Approval of a Settlement has been filed with the court in that lawsuit prior to this Agreement's effective date (a "Pending Settlement Action"), then this Arbitration Agreement shall not apply to your Driver Claims in that particular class action. Instead, your Driver Claims in that Pending Settlement Action shall continue to be governed by the arbitration provisions contained in the applicable Agreement that you accepted prior to this Agreement's effective date.

(j) Opting Out of Arbitration for Driver Claims That Are Not In a Pending Settlement Action.

As a Driver or Driver applicant, you may opt out of the requirement to arbitrate Driver Claims defined in Section 17(e)(3) (except as limited by Section 17(i) above) pursuant to the terms of this subsection if you have not previously agreed to an arbitration provision in Lyft's Terms of Service where you had the opportunity to opt out of the requirement to arbitrate. If you have previously agreed to such an arbitration provision, you may opt out of any revisions to your prior arbitration agreement made by this provision in the manner specified below, but opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with Lyft. If you have not previously agreed to such an arbitration provision and do not wish to be subject to this Arbitration Agreement with respect to Driver Claims, you may opt out of arbitration with respect to such Driver Claims, other than those in a Pending Settlement Action, by notifying Lyft in writing of your desire to opt out of arbitration for such Driver Claims, which writing must be dated, signed and delivered by: (1) electronic mail to arbitrationoptout@lyft.com, or (2) by certified mail, postage prepaid and return receipt requested, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.) that is addressed to:

General Counsel
Lyft, Inc.
185 Berry St., Suite 5000
San Francisco, CA 94107

In order to be effective, (A) the writing must clearly indicate your intent to opt out of this Arbitration Agreement with respect to Driver Claims that are not part of a Pending Settlement Action, (B) the writing must

include the name, phone number, and email address associated with your User Account, and (C) the email or envelope containing the signed writing must be sent within 30 days of the date this Agreement is executed by you. Should you not opt out within the 30-day period, you and Lyft shall be bound by the terms of this Arbitration Agreement in full (including with respect to Driver Claims that are not part of a Pending Settlement Action). As provided in paragraph 17(i) above, any opt out that you submit shall not apply to any Driver Claims that are part of a Pending Settlement Action and your Driver Claims in any such Pending Settlement Action shall continue to be governed by the arbitration provisions that are contained in the applicable Lyft Terms of Use that you agreed to prior to the effective date of this Agreement.

Cases have been filed against Lyft and may be filed in the future involving Driver Claims. You should assume that there are now, and may be in the future, lawsuits against Lyft alleging class, collective, and/or representative Driver Claims in which the plaintiffs seek to act on your behalf, and which, if successful, could result in some monetary recovery to you. But if you do agree to arbitration of Driver Claims with Lyft under this Arbitration Agreement, you are agreeing in advance that you will bring all such claims, and seek all monetary and other relief, against Lyft in an individual arbitration provision, except for the Driver Claims that are part of a Pending Settlement Action. You are also agreeing in advance that you will not participate in, or seek to recover monetary or other relief, for such claims in any court action or class, collective, and/or representative action. You have the right to consult with counsel of your choice concerning this Arbitration Agreement and you will not be subject to retaliation if you exercise your right to assert claims or opt- out of any Driver Claims under this Arbitration Agreement.

(k) Optional Pre-Arbitration Negotiation Process.

Before initiating any arbitration or proceeding, you and Lyft may agree to first attempt to negotiate any dispute, claim or controversy between the parties informally for 30 days, unless this time period is mutually extended by you and Lyft. A party who intends to seek negotiation under this subsection must first send to the other a written notice of the dispute ("Notice"). The Notice must (1) describe the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. All offers, promises, conduct and statements, whether oral or written, made in the

course of the negotiation by any of the parties, their agents, employees, and attorneys are confidential, privileged and inadmissible for any purpose, including as evidence of liability or for impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

18. Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Lyft's business, operations and properties, information about a User made available to you in connection with such User's use of the Platform, which may include the User's name, pick-up location, contact information and photo ("Confidential Information") disclosed to you by Lyft for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Lyft in order to prevent it from falling into the public domain.

Notwithstanding the above, you shall not have liability to Lyft with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Lyft or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; is disclosed with the prior written approval of Lyft; becomes known to you, without restriction, from a source other than Lyft without breach of this Agreement by you and otherwise not in violation of Lyft's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt notice of such court order or requirement to Lyft to enable Lyft to seek a protective order or otherwise prevent or restrict such disclosure.

19. Relationship with Lyft

As a Driver on the Lyft Platform, you acknowledge and agree that you and Lyft are in a direct business relationship, and the relationship

between the parties under this Agreement is solely that of independent contracting parties. You and Lyft expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and Lyft; and (2) no joint venture, franchisor-franchisee, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind Lyft, and you undertake not to hold yourself out as an employee, agent or authorized representative of Lyft.

Lyft does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Services, your acts or omissions, or your operation and maintenance of your vehicle. You retain the sole right to determine when, where, and for how long you will utilize the Lyft Platform. You retain the option to accept or to decline or ignore a Rider's request for Services via the Lyft Platform, or to cancel an accepted request for Services via the Lyft Platform, subject to Lyft's then-current cancellation policies. With the exception of any signage required by law or permit/license rules or requirements, Lyft shall have no right to require you to: (a) display Lyft's names, logos or colors on your vehicle(s); or (b) wear a uniform or any other clothing displaying Lyft's names, logos or colors. You acknowledge and agree that you have complete discretion to provide Services or otherwise engage in other business or employment activities.

20. Other Services

In addition to connecting Riders with Drivers, the Lyft Platform may enable Users to provide or receive goods or services from other third parties. For example, Users may be able to use the Lyft Platform to order a delivery of goods, purchase a digital item, request a carpool ride from a commuter going in your direction, or when travelling outside of the United States, to connect with local transportation platforms and request rides from local drivers (collectively, the "Other Services"). You understand and that the Other Services are subject to the terms and pricing of the third-party provider. If you choose to purchase Other Services through the Lyft Platform, you authorize Lyft to charge your payment method on file according to the pricing terms set by the third-party provider. You agree that Lyft is not responsible and may not be held liable for the Other Services or the actions or

omissions of the third-party provider. Such Other Services may not be investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Other Services accessed through the Lyft Platform.

21. General

Except as provided in Section 17, this Agreement shall be governed by the laws of the State of California without regard to choice of law principles. This choice of law provision is only intended to specify the use of California law to interpret this Agreement and is not intended to create any other substantive right to non-Californians to assert claims under California law whether by statute, common law, or otherwise. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of this Agreement. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement. You agree that this Agreement and all incorporated agreements may be automatically assigned by Lyft, in our sole discretion by providing notice to you. Except as explicitly stated otherwise, any notices to Lyft shall be given by certified mail, postage prepaid and return receipt requested to Lyft, Inc., 185 Berry St., Suite 5000, San Francisco, CA 94107. Any notices to you shall be provided to you through the Lyft Platform or given to you via the email address or physical you provide to Lyft during the registration process. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The words "include", "includes" and "including" are deemed to be followed by the words "without limitation". A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and agreement between you and Lyft with respect to the subject matter hereof and supersedes all previous understandings and agreements between the parties, whether oral or written.

If you have any questions regarding the Lyft Platform or Services, please contact our Customer Support Team through our [Help Center](#).

Lyft Privacy Policy

Last Updated: February 8, 2017

At Lyft, we want to connect people through transportation and bring communities together. In this privacy policy, we tell you what information we receive from Lyft riders and drivers, and how we use it to connect riders with drivers and continue to improve our services. Below, we explain how you can share with other riders and drivers in the Lyft community as part of our mission to bring people together.

1. Scope of this Privacy Policy

Lyft ("Lyft," "we," "our," and/or "us") values the privacy of individuals who use our application, websites, and related services (collectively, the "Lyft Platform"). This privacy policy (the "Privacy Policy") explains how we collect, use, and share information from Lyft users ("Users"), comprised of both Lyft riders ("Riders") and Lyft drivers (including Driver applicants) ("Drivers"). Beyond the Privacy Policy, your use of Lyft is also subject to our Terms of Service (www.lyft.com/terms).

2. Information We Collect

A. Information You Provide to Us

Registration Information. When you sign up for a Lyft account, you give us your name, email address, and phone number. If you decide to sign

up for Lyft using your Facebook account, we will also get basic information from your Facebook profile like your name, gender, profile photo, and Facebook friends.

User Profile Information. When you join the Lyft community, you can create a Lyft Profile to share fun facts about yourself, and discover mutual friends and interests. Filling out a profile is optional, and you can share as little or as much as you want. Your name (and for Drivers, Profile photos) is always part of your Profile. Read more below about how you can control who sees your Profile. You can also add a Business Profile to your account, which requires a designated business email address and payment method.

Payment Method. When you add a credit card or payment method to your Lyft account, a third party that handles payments for us will receive your card information. To keep your financial data secure, we do not store full credit card information on our servers.

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Team, we will receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

Driver Application Information. If you decide to join our Lyft driver community, in addition to the basic registration information we ask you for your date of birth, physical address, Social Security number, driver's license information, vehicle information, car insurance information, and in some jurisdictions we may collect additional business license or permitting information. We share this information with our partners who help us by running background checks on Drivers to help protect the Lyft community.

Payment Information. To make sure Drivers get paid, we keep information about Drivers' bank routing numbers, tax information, and any other payment information provided by Drivers.

B. Information We Collect When You Use the Lyft Platform

Location Information. Lyft is all about connecting Drivers and Riders. To do this, we need to know where you are. When you open Lyft on your mobile device, we receive your location. We may also collect the precise location of your device when the app is running in the foreground or background. If you label certain locations, such as “home” and “work,” we receive that information, too.

Your location information is necessary for things like matching Riders with nearby Drivers, determining drop off and pick up locations, and suggesting destinations based on previous trips. Also, if the need ever arises, our Trust & Safety team may use and share location information to help protect the safety of Lyft Users or a member of the public. In addition to the reasons described above, Drivers’ location information and distance travelled is necessary for calculating charges and insurance for Lyft rides. If you give us permission through your device settings or Lyft app, we may collect your location while the app is off to identify promotions or service updates in your area.

Device Information. Lyft receives information from Users’ devices, including IP address, web browser type, mobile operating system version, phone carrier and manufacturer, application installations, device identifiers, mobile advertising identifiers, push notification tokens, and, if you register with your Facebook account, your Facebook identifier. We collect mobile sensor data from Drivers’ devices (such as speed, direction, height, acceleration or deceleration) to improve location accuracy and analyze usage patterns.

Usage Information. To help us understand how you use the Lyft Platform and to help us improve it, we automatically receive information about your interactions with the Lyft Platform, like the pages or other content you view, your actions within the Lyft app, and the dates and times of your visits.

Call and Text Information. We work with a third party partner to facilitate phone calls and text messages between Riders and Drivers who have been connected for a ride. We receive information about these communications including the date and time of the call or SMS message, the parties’ phone numbers, and the content of any SMS messages. For security purposes, we may also monitor and/or record the contents of phone calls made on the Lyft Platform, such as those between Riders and Drivers. You will be given notice that your call may

be recorded, and by proceeding you agree to allow Lyft to monitor and/or record your call.

User Feedback. At Lyft, we want to make sure Users are always enjoying great rides. Riders and Drivers may rate and review each other at the end of every ride. We receive information about ratings and reviews and, as we explain below, give Riders information about Drivers' ratings and reviews and vice versa.

Address Book Contacts. If you permit Lyft to access the address book on your device through the permission system used by your mobile platform, we may access and store names and contact information from your address book to facilitate invitations and social interactions that you initiate through our Platform and for other purposes described in this privacy policy or at the time of consent or collection.

Information from Cookies and Similar Technologies. We collect information through the use of "cookies", tracking pixels, and similar technologies to understand how you navigate through the Lyft Platform and interact with Lyft advertisements, to learn what content is popular, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the Lyft Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of the Lyft Platform.

C. Information We Collect from Third Parties

Third Party Services. If you choose to register for Lyft or otherwise link your Lyft account with a third party's service (such as Facebook), we may receive the same type of information we collect from you (described above) directly from those services.

Third Party Partners. We may receive additional information about you, such as demographic data, payment information, or fraud detection information, from third party partners and combine it with other information that we have about you.

Enterprise Programs. If your company, university, or organization participates in one of our enterprise programs such as Lyft for Work, we may receive information about you, such as your email address, from your participating organization. We also may give your participating organization the opportunity to request a ride on your behalf, in which case they may provide us with your name, phone number, and the pickup and drop off location for your ride.

Background Information on Drivers. Lyft works with third party partners to perform driving record and criminal background checks on Drivers, and we receive information from them such as publicly available information about a Driver's driving record or criminal history.

3. How We Use the Information We Collect

We use the information we collect from all Users to:

- Connect Riders with Drivers;
- Provide, improve, expand, and promote the Lyft Platform;
- Analyze how the Lyft community uses the Lyft Platform;
- Communicate with you, either directly or through one of our partners, including for marketing and promotional purposes;
- Personalize the Lyft experience for you and your friends and contacts;
- Send you text messages and push notifications;
- Facilitate transactions and payments;
- Provide you with customer support;
- Find and prevent fraud; and
- Respond to trust and safety issues that may arise, including auto incidents, disputes between Riders and Drivers, and requests from government authorities.

Additionally, we use the information we collect from Drivers for the following purposes related to driving on the Lyft Platform:

- Sending emails and text messages to Drivers who have started the driver application process regarding the status of their application;
- Determining a Driver's eligibility to drive for Lyft
- Notifying Drivers about ride demand, pricing and service updates; and
- Calculating and providing Lyft's auto insurance policy and analyzing usage patterns for safety and insurance purposes.

4. How We Share the Information We Collect

A. Sharing Between Users

Sharing between Riders and Drivers. Riders and Drivers that have been matched for a ride are able to see basic information about each other, such as names, photo, ratings, and any information they have added to their Profiles. Riders and Drivers who connect their Lyft accounts to Facebook will also be able to see their mutual Facebook friends during the ride. Drivers see the pick-up location that the Rider has provided. Riders see a Driver's vehicle information and real-time location as the Driver approaches the pick-up location. Riders' ratings of Drivers are shared with Drivers on a weekly basis. We de-identify the ratings and feedback, but we can't rule out that a driver may be able to identify the Rider that provided the rating or feedback.

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other contact information with other Users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your permission.

Sharing between Lyft Line Riders. If you use Lyft Line, Riders who have been matched with you will be able to see your name, photo and any information you have added to your Profile. If you connect your Lyft account to Facebook (such as by signing up through Facebook), we may show your mutual friends with other Riders who are also

connected via Facebook. During the Lyft Line matching process we may show photos of possible matches to you and other Riders.

B. Sharing Between Lyft and Third Parties

API and Integration Partners. If you connect to the Lyft Platform through an integration with a third party service, we may share information about your use of the Lyft Platform with that third party. We may share your information with our third party partners in order to receive additional information about you. We may also share your information with third party partners to create offers that may be of interest to you.

Third Party Services. The Lyft Platform may allow you to connect with other websites, products, or services that we don't have control over (for example, we may give you the ability to order a food delivery from a restaurant from within the Lyft app). If you use these services, we will provide the third party with information about you to allow them to provide the service to you (for example, we would give the restaurant your name, phone number and address to drop off the food). We can't speak to the privacy practices of these third parties, and we encourage you to read their privacy policies before deciding whether to use their services.

Service Providers. We work with third party service providers to perform services on our behalf, and we may share your information with such service providers to help us provide the Lyft Platform, including all of the things described in Section 3 above.

Enterprise Partners. If you participate in an enterprise program and charge a ride to your organization's billing method or credits, we will provide your organization's account holder with information about your use of the Lyft Platform, including ride details such as date, time, charge, and pick up and drop off locations. If you create a Business Profile, at the end of each ride you will have the option to designate the ride as a business ride. If you do so, and your organization has a corporate account with Lyft, we may share information about your use of Lyft Platform with your organization including ride details such as date, time, charge, and region of the trip. If you change organizations,

it is your responsibility to update your Business Profile with the new information. (Please remember to check and set your designation settings accordingly.) If you integrate your account with an expense platform (like Concur) we will share the ride details to your expense account.

International Partners. We've partnered with several ride-sharing services around the globe so Riders can continue to find rides when they open the Lyft app abroad, and Drivers can provide services to international travelers in the U.S. When we match a ride with the partner, we share the same information that is shared between matched Riders and Drivers on the Lyft Platform. In some cases we are unable to mask your phone number if you call an international driver, so please keep that in mind before using this feature.

Other Sharing. We may share your information with third parties in the following cases:

- While negotiating or in relation to a change of corporate control such as a restructuring, merger or sale of our assets;
- If a government authority requests information and we think disclosure is required or appropriate in order to comply with laws, regulations, or a legal process;
- With law enforcement officials, government authorities, or third parties if we think doing so is necessary to protect the rights, property, or safety of the Lyft community, Lyft, or the public (you can read more about this in our [Law Enforcement Request](#) policy);
- To comply with a legal requirement or process, including but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures.
- If you signed up for a promotion with another User's referral or promotion code, with your referrer to let them know about your redemption of or qualification for the promotion;
- With our insurance partners to help determine and provide relevant coverage in the event of an incident;
- To provide information about the use of the Lyft Platform to potential business partners in aggregated or de-identified form that can't reasonably be used to identify you; and
- Whenever you consent to the sharing.

5. Your Choices

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails but we will still send you transactional and relational emails about your account use of the Lyft Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from Lyft (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages, however, opting out of receiving all texts may impact your use of the Lyft Platform. Drivers can also opt out of driver-specific messages by texting STOP in response to a driver SMS. To re-enable texts you can text START in response to an unsubscribe confirmation SMS.

Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Lyft Platform (such as receiving a notification that your ride has arrived).

Profile Information. While your name will always be shared with Drivers and fellow Lyft Line Riders, you can delete any additional information that you added to your Profile at any time if you don't want Drivers and Lyft Line Riders to see it. Riders will always be able to see Drivers' names, rating, profile photos, and vehicle information.

Location Information. While you can prevent your device from sharing location information at any time through your Device's operating system settings, Rider and Driver location is core to the Lyft Platform and without it we can't provide our services to you.

Facebook Friends. You can control whether to enable or disable the Facebook mutual friends feature through your profile settings.

Editing and Accessing Your Information. You can review and edit certain account information by logging in to your account settings and profile (Drivers may edit additional information through the Driver portal). If you would like to terminate your Lyft account, please contact us through our [Help Center](#) with your request. If you choose to terminate

your account, we will deactivate it for you but may retain information from your account for a certain period of time and disclose it in a manner consistent with our practices under this Privacy Policy for accounts that are not closed. We also may retain information from your account to collect any fees owed, resolve disputes, troubleshoot problems, analyze usage of the Lyft Platform, assist with any investigations, prevent fraud, enforce our Terms of Service, or take other actions as required or permitted by law.

6. Other

Data Security. We are committed to protecting the data of the Lyft community. Even though we take reasonable precautions to protect your data, no security measures can be 100% secure, and we cannot guarantee the security of your data.

Children's Privacy. Lyft is not directed to children, and we don't knowingly collect personal information from children under 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at our [Help Center](#).

Changes to Our Privacy Policy. We may make changes to this Privacy Policy from time to time. If we make any material changes, we will let you know through the Lyft Platform, by email, or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use the Lyft Platform, you are agreeing to this Privacy Policy and any updates we make to it.

Contact Information. Feel free to contact us at any time with any questions or comments about this Privacy Policy, your personal information, our use and sharing practices, or your consent choices by contacting our [Help Center](#).

DRIVER

RIDER



LYFT



DOWNLOAD



[Download the app](#)

Lyft Privacy Policy

Last Updated: February 8, 2017

At Lyft, we want to connect people through transportation and bring communities together. In this privacy policy, we tell you what information we receive from Lyft riders and drivers, and how we use it to connect riders with drivers and continue to improve our services. Below, we explain how you can share with other riders and drivers in the Lyft community as part of our mission to bring people together.

1. Scope of this Privacy Policy

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2. Information We Collect

A. Information You Provide to Us

Registration Information. When you sign up for a Lyft account, you give us your name, email address, and phone number. If you decide to sign up for Lyft using your Facebook account, we will also get basic information from your Facebook profile like your name, gender, profile photo, and Facebook friends.

User Profile Information. When you join the Lyft community, you can create a Lyft Profile to share fun facts about yourself, and discover mutual friends and interests. Filling out a profile is optional, and you can share as little or as much as you want. Your name (and for Drivers, Profile photos) is always part of your Profile. Read more below about how you can control who sees your Profile. You can also add a Business Profile to your account, which requires a designated business email address and payment method.

Payment Method. When you add a credit card or payment method to your Lyft account, a third party that handles payments for us will receive your card information. To keep your financial data secure, we do not store full credit card information on our servers.

Communications. If you contact us directly, we may receive additional information about you. For example, when you contact our Customer Support Team, we will receive your name, email address, phone number, the contents of a message or attachments that you may send to us, and other information you choose to provide.

Driver Application Information. If you decide to join our Lyft driver community, in addition to the basic registration information we ask you for your date of birth, physical address, Social Security number, driver's license information, vehicle information, car insurance information, and in some jurisdictions we may collect additional business license or permitting information. We share this information with our partners who help us by running background checks on Drivers to help protect the Lyft community.

Payment Information. To make sure Drivers get paid, we keep information about Drivers' bank routing numbers, tax information, and

any other payment information provided by Drivers.

B. Information We Collect When You Use the Lyft Platform

Location Information. Lyft is all about connecting Drivers and Riders. To do this, we need to know where you are. When you open Lyft on your mobile device, we receive your location. We may also collect the precise location of your device when the app is running in the foreground or background. If you label certain locations, such as “home” and “work,” we receive that information, too.

Your location information is necessary for things like matching Riders with nearby Drivers, determining drop off and pick up locations, and suggesting destinations based on previous trips. Also, if the need ever arises, our Trust & Safety team may use and share location information to help protect the safety of Lyft Users or a member of the public. In addition to the reasons described above, Drivers’ location information and distance travelled is necessary for calculating charges and insurance for Lyft rides. If you give us permission through your device settings or Lyft app, we may collect your location while the app is off to identify promotions or service updates in your area.

Device Information. Lyft receives information from Users’ devices, including IP address, web browser type, mobile operating system version, phone carrier and manufacturer, application installations, device identifiers, mobile advertising identifiers, push notification tokens, and, if you register with your Facebook account, your Facebook identifier. We collect mobile sensor data from Drivers’ devices (such as speed, direction, height, acceleration or deceleration) to improve location accuracy and analyze usage patterns.

Usage Information. To help us understand how you use the Lyft Platform and to help us improve it, we automatically receive information about your interactions with the Lyft Platform, like the pages or other content you view, your actions within the Lyft app, and the dates and times of your visits.

Call and Text Information. We work with a third party partner to facilitate phone calls and text messages between Riders and Drivers who have been connected for a ride. We receive information about these communications including the date and time of the call or SMS message, the parties' phone numbers, and the content of any SMS messages. For security purposes, we may also monitor and/or record the contents of phone calls made on the Lyft Platform, such as those between Riders and Drivers. You will be given notice that your call may be recorded, and by proceeding you agree to allow Lyft to monitor and/or record your call.

User Feedback. At Lyft, we want to make sure Users are always enjoying great rides. Riders and Drivers may rate and review each other at the end of every ride. We receive information about ratings and reviews and, as we explain below, give Riders information about Drivers' ratings and reviews and vice versa.

Address Book Contacts. If you permit Lyft to access the address book on your device through the permission system used by your mobile platform, we may access and store names and contact information from your address book to facilitate invitations and social interactions that you initiate through our Platform and for other purposes described in this privacy policy or at the time of consent or collection.

Information from Cookies and Similar Technologies. We collect information through the use of "cookies", tracking pixels, and similar technologies to understand how you navigate through the Lyft Platform and interact with Lyft advertisements, to learn what content is popular, and to save your preferences. Cookies are small text files that web servers place on your device; they are designed to store basic information and to help websites and apps recognize your browser. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be accessed every time you use the Lyft Platform. You should consult your web browser(s) to modify your cookie settings. Please note that if you delete or choose not to accept cookies from us, you may be missing out on certain features of the Lyft Platform.

C. Information We Collect from Third Parties

Third Party Services. If you choose to register for Lyft or otherwise link your Lyft account with a third party's service (such as Facebook), we may receive the same type of information we collect from you (described above) directly from those services.

Third Party Partners. We may receive additional information about you, such as demographic data, payment information, or fraud detection information, from third party partners and combine it with other information that we have about you.

Enterprise Programs. If your company, university, or organization participates in one of our enterprise programs such as Lyft for Work, we may receive information about you, such as your email address, from your participating organization. We also may give your participating organization the opportunity to request a ride on your behalf, in which case they may provide us with your name, phone number, and the pickup and drop off location for your ride.

Background Information on Drivers. Lyft works with third party partners to perform driving record and criminal background checks on Drivers, and we receive information from them such as publicly available information about a Driver's driving record or criminal history.

3. How We Use the Information We Collect

We use the information we collect from all Users to:

- Connect Riders with Drivers;
- Provide, improve, expand, and promote the Lyft Platform;
- Analyze how the Lyft community uses the Lyft Platform;
- Communicate with you, either directly or through one of our partners, including for marketing and promotional purposes;
- Personalize the Lyft experience for you and your friends and contacts;

- Send you text messages and push notifications;
- Facilitate transactions and payments;
- Provide you with customer support;
- Find and prevent fraud; and
- Respond to trust and safety issues that may arise, including auto incidents, disputes between Riders and Drivers, and requests from government authorities.

Additionally, we use the information we collect from Drivers for the following purposes related to driving on the Lyft Platform:

- Sending emails and text messages to Drivers who have started the driver application process regarding the status of their application;
- Determining a Driver's eligibility to drive for Lyft
- Notifying Drivers about ride demand, pricing and service updates; and
- Calculating and providing Lyft's auto insurance policy and analyzing usage patterns for safety and insurance purposes.

4. How We Share the Information We Collect

A. Sharing Between Users

Sharing between Riders and Drivers. Riders and Drivers that have been matched for a ride are able to see basic information about each other, such as names, photo, ratings, and any information they have added to their Profiles. Riders and Drivers who connect their Lyft accounts to Facebook will also be able to see their mutual Facebook friends during the ride. Drivers see the pick-up location that the Rider has provided. Riders see a Driver's vehicle information and real-time location as the Driver approaches the pick-up location. Riders' ratings of Drivers are shared with Drivers on a weekly basis. We de-identify the ratings and feedback, but we can't rule out that a driver may be able to identify the Rider that provided the rating or feedback.

Although we help Riders and Drivers communicate with one another to arrange a pickup, we do not share your actual phone number or other

contact information with other Users. If you report a lost or found item to us, we will seek to connect you with the relevant Rider or Driver, including sharing actual contact information with your permission.

Sharing between Lyft Line Riders. If you use Lyft Line, Riders who have been matched with you will be able to see your name, photo and any information you have added to your Profile. If you connect your Lyft account to Facebook (such as by signing up through Facebook), we may show your mutual friends with other Riders who are also connected via Facebook. During the Lyft Line matching process we may show photos of possible matches to you and other Riders.

B. Sharing Between Lyft and Third Parties

API and Integration Partners. If you connect to the Lyft Platform through an integration with a third party service, we may share information about your use of the Lyft Platform with that third party. We may share your information with our third party partners in order to receive additional information about you. We may also share your information with third party partners to create offers that may be of interest to you.

Third Party Services. The Lyft Platform may allow you to connect with other websites, products, or services that we don't have control over (for example, we may give you the ability to order a food delivery from a restaurant from within the Lyft app). If you use these services, we will provide the third party with information about you to allow them to provide the service to you (for example, we would give the restaurant your name, phone number and address to drop off the food). We can't speak to the privacy practices of these third parties, and we encourage you to read their privacy policies before deciding whether to use their services.

Service Providers. We work with third party service providers to perform services on our behalf, and we may share your information with such service providers to help us provide the Lyft Platform, including all of the things described in Section 3 above.

Enterprise Partners. If you participate in an enterprise program and charge a ride to your organization's billing method or credits, we will provide your organization's account holder with information about your use of the Lyft Platform, including ride details such as date, time, charge, and pick up and drop off locations. If you create a Business Profile, at the end of each ride you will have the option to designate the ride as a business ride. If you do so, and your organization has a corporate account with Lyft, we may share information about your use of Lyft Platform with your organization including ride details such as date, time, charge, and region of the trip. If you change organizations, it is your responsibility to update your Business Profile with the new information. (Please remember to check and set your designation settings accordingly.) If you integrate your account with an expense platform (like Concur) we will share the ride details to your expense account.

International Partners. We've partnered with several ride-sharing services around the globe so Riders can continue to find rides when they open the Lyft app abroad, and Drivers can provide services to international travelers in the U.S. When we match a ride with the partner, we share the same information that is shared between matched Riders and Drivers on the Lyft Platform. In some cases we are unable to mask your phone number if you call an international driver, so please keep that in mind before using this feature.

Other Sharing. We may share your information with third parties in the following cases:

- While negotiating or in relation to a change of corporate control such as a restructuring, merger or sale of our assets;
- If a government authority requests information and we think disclosure is required or appropriate in order to comply with laws, regulations, or a legal process;
- With law enforcement officials, government authorities, or third parties if we think doing so is necessary to protect the rights, property, or safety of the Lyft community, Lyft, or the public (you can read more about this in our [Law Enforcement Request](#) policy);
- To comply with a legal requirement or process, including but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures.

- If you signed up for a promotion with another User's referral or promotion code, with your referrer to let them know about your redemption of or qualification for the promotion;
- With our insurance partners to help determine and provide relevant coverage in the event of an incident;
- To provide information about the use of the Lyft Platform to potential business partners in aggregated or de-identified form that can't reasonably be used to identify you; and
- Whenever you consent to the sharing.

5. Your Choices

Email Subscriptions. You can always unsubscribe from our commercial or promotional emails but we will still send you transactional and relational emails about your account use of the Lyft Platform.

Text Messages. You can opt out of receiving commercial or promotional text messages by texting the word END to 46080 from the mobile device receiving the messages. You may also opt out of receiving all texts from Lyft (including transactional or relational messages) by texting the word STOPALL to 46080 from the mobile device receiving the messages, however, opting out of receiving all texts may impact your use of the Lyft Platform. Drivers can also opt out of driver-specific messages by texting STOP in response to a driver SMS. To re-enable texts you can text START in response to an unsubscribe confirmation SMS.

Push Notifications. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Lyft Platform (such as receiving a notification that your ride has arrived).

Profile Information. While your name will always be shared with Drivers and fellow Lyft Line Riders, you can delete any additional information that you added to your Profile at any time if you don't want Drivers and Lyft Line Riders to see it. Riders will always be able to see Drivers' names, rating, profile photos, and vehicle information.

Location Information. While you can prevent your device from sharing location information at any time through your Device's operating

system settings, Rider and Driver location is core to the Lyft Platform and without it we can't provide our services to you.

Facebook Friends. You can control whether to enable or disable the Facebook mutual friends feature through your profile settings.

Editing and Accessing Your Information. You can review and edit certain account information by logging in to your account settings and profile (Drivers may edit additional information through the Driver portal). If you would like to terminate your Lyft account, please contact us through our [Help Center](#) with your request. If you choose to terminate your account, we will deactivate it for you but may retain information from your account for a certain period of time and disclose it in a manner consistent with our practices under this Privacy Policy for accounts that are not closed. We also may retain information from your account to collect any fees owed, resolve disputes, troubleshoot problems, analyze usage of the Lyft Platform, assist with any investigations, prevent fraud, enforce our Terms of Service, or take other actions as required or permitted by law.

6. Other

Data Security. We are committed to protecting the data of the Lyft community. Even though we take reasonable precautions to protect your data, no security measures can be 100% secure, and we cannot guarantee the security of your data.

Children's Privacy. Lyft is not directed to children, and we don't knowingly collect personal information from children under 13. If we find out that a child under 13 has given us personal information, we will take steps to delete that information. If you believe that a child under the age of 13 has given us personal information, please contact us at our [Help Center](#).

Changes to Our Privacy Policy. We may make changes to this Privacy Policy from time to time. If we make any material changes, we will let you know through the Lyft Platform, by email, or other communication. We encourage you to read this Privacy Policy periodically to stay up-to-date about our privacy practices. As long as you use the Lyft Platform, you are agreeing to this Privacy Policy and any updates we make to it.

Contact Information. Feel free to contact us at any time with any questions or comments about this Privacy Policy, your personal information, our use and sharing practices, or your consent choices by contacting our [Help Center](#).

DRIVER ▼

RIDER ▼

LYFT ▼

DOWNLOAD



Attachment 3

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 Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Lyft 185 Berry St, Suite 500 San Francisco CA 94107-2503 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Indian Harbor Insurance Company		36940
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570077843925** **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 INSD	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"/> PRO-JECT <input type="checkbox"/> LOC 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 <input type="checkbox"/> 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y / <input type="checkbox"/> N <input type="checkbox"/> N / A PER STATUTE <input type="checkbox"/> OTH-ER
A	E&O-Technology			MTP9037490 E&O/Cyber-Claims Made SIR applies per policy terms & conditions	08/31/2018	08/31/2019	Per Claim \$2,000,000 Aggregate \$2,000,000

Certificate No : 570077843925

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER San Francisco Municipal Transportation Agency 1 South Van Ness Ave, 7th Floor San Francisco CA 94103 USA	CANCELLATION 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 Insurance Services West, Inc.</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: LYFT, INC.
Endorsement Effective Date: October 1, 2018

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where required by regulation, statute, ordinance, or to the extent required by contract or agreement.
As required to provide additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

MARSH LTD		
CONTRACT NUMBER B0509BOWCN1801207	BOWRING MARSH	Page 49 of 79

ADDITIONAL INSURED - BLANKET

Schedule

Name of Person or Organization: Any person or organization whom you have become obligated to name as additional insured under contract, agreement, permit or statute. Any insurance provided hereunder will not exceed the coverage and/or limits of this policy.

- A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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.

- 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, agreement, permit or statute; 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.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



MARSH LTD		
CONTRACT NUMBER B0509BOWCN1801207	BOWRING MARSH	Page 62 of 79

NOTICE OF CANCELLATION TO THIRD PARTIES

Schedule

Name of Person or Organization: Any person or organization where required by written contract or agreement.

It is hereby agreed that we will provide thirty (30) days prior written notice of cancellation for reasons other than non-payment of premium and ten (10) days prior written notice of cancellation for non-payment of premium to the person or organization in the schedule above.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.



APOLLO
If placed on PP, this
by [signature]
Contract Leader

MARSH LTD		
CONTRACT NUMBER B0509BOWCN1801207	BOWRING MARSH	Page 67 of 79

PRIMARY AND NON-CONTRIBUTORY

Where required by contract, we will consider our policy to be primary under any other insurance maintained by the additional insured for injury or damage covered by this endorsement, and their policy to be non-contributing with this insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.




 POLLO
 IBOT
 Please sign this
 endorsement
 signed
 14.01.2019
 Contract Leader

0456 00 0113 (XWC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, July 01, 2019

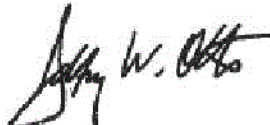
In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4061037, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to LYFT, INC., ET AL, dated July 01, 2019. Endorsement No. 0456 00 0113 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President

Attachment 4

Fleet Increase Letter from Santa Monica



Final Administrative Decision

Date: July 18, 2019

By: David Martin, Director of Planning and Community Development
Re: Shared Mobility Pilot Program Lyft Cap Fleet Size Adjustment

Memorandum

On June 26, 2018 City Council adopted Ordinance 2578 (“Ordinance”) and directed staff to proceed with the implementation of the Shared Mobility Device Pilot Program (“Pilot Program”) for regulating dockless shared mobility companies and technologies in a way that protects public safety and promotes community wellbeing, sustainability and equity. Since the launch of the Pilot Program on September 17, 2018, roughly 1.5 million trips have been taken on shared mobility devices and respondents to a City-conducted user survey self-reported that 50 percent of their most recent trip on a shared mobility device displaced a car trip (including drive alone, ride share services, taxi’s etc.)

The Pilot Program allowed for a program launch with a city-wide fleet size of up to 3,000 total devices, including up to 1,000 e-bikes and up to 2,000 e-scooters. The Ordinance allowed for the total number and ratio (e-bikes to e-scooters) of shared mobility devices permitted to operate in Santa Monica to be adjusted over time.

As detailed in Section 3.3 in the Pilot Program’s Administrative Regulations (“Administrative Regulations”), an operator may add devices to its fleet, upon request and approval by the City, when the operator demonstrates with device and utilization data that average ridership exceeds a Minimum Utilization Rate (“MUR”) of three (3) rides per day for e-bikes and four (4) rides per day for e-scooters. When utilization falls below the prescribed MUR, the City may require operators to remove the number of devices necessary to meet or exceed the MUR. When utilization is above the prescribed MUR, operators may request to add devices.

The Administrative Regulations outline criteria for the City to consider in addition to the MUR thresholds in the evaluation of requests for device increases or device decrease determinations. The criteria include market needs, the number of devices deployed in the City, device utilization, operator performance, public safety, seasonal and environmental conditions, and special events.

Currently, the four companies selected to participate in the Shared Mobility Pilot program have the following maximum device allocations:

Bird: 750 e-scooters

Jump: 500 e-bikes, 250 e-scooter

Lime: 750 e-scooters

Lyft: 500 e-bikes (never launched), 250 e-scooters

TOTAL Launched: 2,500 devices

In November 2018, and February and March 2019, Lyft requested to increase its e-scooter fleet from 250 to 750 e-scooters.

This request was not approved at the time, because Lyft did not meet the criteria listed in Section 3.3 of the Administrative Regulations. Specifically, Lyft fell below the MUR threshold for a device increase of four e-scooter rides per device per day.

In May 2019, Lyft asked the City to revisit the earlier device increase request noting its growing ridership/utilization, overall compliance with the Administrative Regulations, - commitment to community engagement, and proactive approach to solving issues and incorporating feedback. Lyft also noted a disadvantage of having fewer devices than the other permitted Pilot Program operators in Santa Monica. Lyft was initially allowed to launch 750 total shared mobility devices (500 e-bikes and 250 e-scooters) but did not launch the 500 e-bikes within the 30-day window required by the Administrative Regulations, and so was left with only 250 e-scooters in operation.

Between June 1 and June 30, 2019, the Pilot Program has generated a total of over 315,000 trips and a combined average of 4 rides per device per day for all four operators and devices combined (including both e-bikes and e-scooters). In that same period, Lyft's ridership reached to an average of 4.7 rides per e-scooter per day, and Lyft has continued to demonstrate an ardent and continued commitment to be responsive to City regulations and community complaints.

Lyft has demonstrated an exemplary ability to adhere to the Administrative Regulations and has worked proactively to ensure quick issue resolution and full program compliance. This effort is evident because the City has received few complaints specific to Lyft's operations, issued Lyft few administrative citations, and observed few operational issues (e.g. improper deployment, slow response time, etc.). Based on Lyft's growing average daily ridership, its consistent efforts to comply with the Administrative Regulations, and a demonstrated commitment to be responsive to the City and community, the City will fulfill Lyft's device increase request and permit Lyft to operate an additional 500 (750 total) e-

scooters in Santa Monica. This will bring the total number of Lyft devices into parity with the total number of devices originally deployed by the other Pilot Program operators.

This adjustment to Lyft's device allocation is intended to improve service and responsiveness from all Pilot Program operators and meet the growing demand for shared mobility devices. As adjusted, Lyft's permitted device cap would be the following:

Adjusted Permitted Caps

Lyft: 750 e-scooters (increase from 250)

Prepared By: David Martin, Director of Planning and Community Development