



# SFMTA Powered Scooter Share Program Permit Application

San Francisco Municipal Transportation Agency Powered Scooter Share Program

Attn: Adrian Leung

1 South Van Ness Avenue, 7th Floor

San Francisco, CA, 94103

## I. Preliminary Statement

Not one of the other applicants for the 2019-20 San Francisco Powered Scooter Share Program Permit can claim to have the same team who has worked for 12 months with the SFMTA to solve power scooter share problems in San Francisco. Only Skip can. Skip won the right to be here and rolled up its sleeves and went to work every day to combat the public's bad perception of scooters caused by others' indiscriminate deployment in Spring, 2018. Combatting that perception was no mean feat. Skip was able to do it by keeping its promise to SFMTA and the public of being precisely the kind of company that the City should incentivize to be here: a company that followed the rules, that was not arrogant or legally combative, did not assert it had all the answers and transparently shared information—even about its failures—while focusing foremost on safe deployment. Choosing only two original operators was not a penalty box meant to be a waiting period for others to buy their way in, to periodically test deployment without permits, or by creating subscription schemes to bypass the regulation. Rather, those decisions attempted to identify companies worthy of the privilege to do business here.

Skip has actual history here. History with meeting Staff every other week to tackle real issues. History not opposing or delaying, but implementing, “lock-to” and thereby solving some sidewalk issues better than any city in the country. History building a sustainable maintenance and repair facility with employees (well before it was fashionable) and not warehousing broken scooters and flying in new replacements. History prioritizing safety and deploying responsibly through exceedingly wet winter months, holding back the fleet to make safety improvements, signing up SF area low income plan participants, and tirelessly engaging the community. History being a consistent presence at events, leading the industry with group safety instruction rides and Skip Scouts, pushing for meaningful infrastructure improvements and giving away thousands of helmets. History iterating on ride instruction, being the only operator to institute a Community Advisory Board of local citizens, having unrivaled customer service scores, and always honestly and transparently reporting to SFMTA.

Did we get it all right? Of course not. We were more optimistic about the efficacy of in-app training and our ability to change key rider behaviors without incentives or passing through fines. We optimistically believed riders would “do the right thing” because they understood the value of scooters as a real transportation alternative. We overestimated our ability to support lofty financial donation promises and about true availability of electric vans. Weather and the need to be safe knocked down deployment for longer than we desired. We admittedly learned important lessons about battery handling procedures. But the important thing is that we learned lessons from our 12 months here and we acknowledge them candidly. We emerged to lead the industry with the best-in-class battery handling procedures while maintaining an impressive lack of serious injuries and no deaths. We have proven wrong those who sued the City to enjoin us from launching, who argued the City picked inexperienced operators who could not run a program. Skip honorably runs an exceptional program. We are not in 100 cities in 5 continents. We are in San Francisco first and foremost. San Francisco is not some bauble we want to add to our statistical collection of cities. We didn't buy our way here; Skip was born here. We want to improve San Francisco. We earned the right to be here and to do the hard work next year. We stand alone with the best handle on what needs to be done here, and what can be done here to finish solving challenges.



# 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:	Skip Transport, Inc.	Business Phone:	628-226-8935
Contact Person:	Lauren Urhausen	Phone:	530-400-9299
Mailing Address:	535 Alabama Street, San Francisco, CA 94110		
Street Address if different than above:			
Email Address:	legal@skipscooters.com	Website:	http://www.skipscooters.com

## Application Agreement

<b>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.</b>	
Name of Applicant	Skip Transport, Inc.
Authorized Signature	
Printed Name, Title and Date	Sanjay Dastoor, Co-Founder and Chief Executive Officer

311 Free language assistance / 免費語言協助 / Ayuda gratis con el idioma / Бесплатная помощь переводчиков / Trợ giúp Thông dịch Miễn Phí / Assistance linguistique gratuite / 無料の言語支援 / Librang tulong para sa wikang Filipino / 무료 언어 지원 / การช่วยเหลือทางด้านภาษาโดยไม่เสียค่าใช้จ่าย / خط المساعدة المجاني على الرقم



# Table of Contents

- I. PRELIMINARY STATEMENT.....2**
- II. APPLICATION MATERIALS.....3**
- A. Device Standards and Safety Assurances.....5**
- B. Sample Scooters.....21**
- C. Pricing Structure.....23**
- D. Operations Plan.....26**
- E. Plan for Safe Scooter Riding & Parking.....31**
- F. Recharging, Maintenance, Cleaning, and Sustainability Plan.....36**
- G. Hiring and Labor Plan.....40**
- H. Community Engagement Plan.....43**
- I. Data-Sharing End Point.....50**
- J. Experience and Qualifications.....52**
- K. Privacy Policy, User Agreements, and Terms of Service.....55**
- L. Images and Description of Powered Scooter.....76**
- M. Images and Description of Mobile Application.....78**
- N. Proof of Insurance.....81**





# Device Standards & Safety Assurances



# Certificate of Compliance

**Certificate:** 70144741 **Master Contract:** 270548 (270548)

**Project:** 70144741 **Date Issued:** 2017-08-19

**Issued to:** Fujian SCUD Power Technology Co., Ltd  
T6/F, No.98, Jiangbin East Avenue, Mawei District, Fuzhou,  
Fujian, China 350015

**Attention:** Liping Xiao

*The products listed below are eligible to bear the CSA Mark shown with adjacent indicators 'C' and 'US' for Canada and US (indicating that products have been manufactured to the requirements of both Canadian and US Standards) or with adjacent indicator 'US' for US only or without either indicator for Canada only.*

**Issued by:** *Fei(Joseph) Zhou*  
Fei(Joseph)Zhou

## PRODUCTS

CLASS 3701-01 - BATTERIES FOR USE IN LIGHT ELECTRIC VEHICLES – Certified to CSA standard  
CLASS 3701-81 - BATTERIES FOR USE IN LIGHT ELECTRIC VEHICLES –Certified to US standards

Batteries for Use in Light Electric Vehicle (LEV) Applications, model NEB1002-H1 and ND1501-B1 noted as below:.

BATTERY PACK ELECTRICAL RATING:

Model	Rated Voltage	Capacity
NEB1002-H1	36V	5.2Ah
ND1501-B1	54.3V	2.7Ah(155Wh)



Certificate: 70144741

Master Contract: 270548

Project: 70144741

Date Issued: 2017-08-21

Note:

1. The battery pack NEB1002-H1 is certified to use in Kick Scooter of Ninebot, model ES1, ES2 or ES4, battery pack ND1501-B1 is certified to use in self-balancing scooter of Ninebot, model S1.

2. The product must be used in combination with end product manufacture specified charger

APPLICABLE REQUIREMENTS

CAN/ULC-S2271

-

Standard for Use in Light Electric Vehicle(LEV) Applications

ANSI/UL 2271

Standard for Use in Light Electric Vehicle(LEV) Applications

MARKINGS





*Supplement to Certificate of Compliance*

Certificate: 70144741

Master Contract: 270548 (270548)

*The products listed, including the latest revision described below, are eligible to be marked in accordance with the referenced Certificate.*

**Product Certification History**

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Project	Date	Description
70144741	2017-08-21	Add new battery model NEB1002-H1
70091769	2016-09-02	File transfer of report 70091769 to include model ND1501-B1.





# Certificate of Compliance

**Certificate:** 70143407 **Master Contract:** 267218  
**Project:** 70185437 **Date Issued:** 2018-08-08  
**Issued to:** Ninebot (Tianjin) Tech Co., Ltd.  
 Building 14, No.3 Tianrui Road  
 Auto Industrial Park, Wuqing Dist.,  
 Tianjin 301700, CHINA  
 Attention: Ms Dollar Qian

*The products listed below are eligible to bear the CSA Mark shown with adjacent indicators 'C' and 'US' for Canada and US (indicating that products have been manufactured to the requirements of both Canadian and US Standards) or with adjacent indicator 'US' for US only or without either indicator for Canada only*



**Issued by:** Fei (Joseph) Zhou

**PRODUCTS**

CLASS - C389201 - MOTOR OPERATED EQUIPMENT - Electrical and charger systems of-transportation devices  
 CLASS - C389281 - MOTOR OPERATED EQUIPMENT - Electrical and charger systems of-transportation devices – Certified to US standards

Electrical and Charger System of Two Wheels Kick Scooter Models noted as below:

Model	Max charging Voltage, V	Capacity, Wh	Number of Battery	Motor Power, W	Max Speed, mph/km/h	Max Payload, lbs/kg	Rated Voltage, Vdc
ES1	42	187	1 or 2	250	12.5/20	220/100	36
ES2	42	187	1 or 2	300	15.5/25	220/100	36
ES4	42	374	2	300	18.5/30	220/100	36



Certificate: 70143407

Master Contract: 267218

Project: 70185437

Date Issued: 2018-08-08

Notes:

- 1. For details related to rating, size, configuration, etc. reference should be made to the CSA Certification Record or the descriptive report.
- 2. The product must be used in combination with manufacture specified charger in description report.

APPLICABLE REQUIREMENTS

ANSI/CAN/UL 2272 1<sup>st</sup> Edition:  
Personal E-Mobility Devices

Standard for Safety For Electrical Systems for



Certificate: 70143407

Master Contract: 267218

Project: 70185437

Date Issued: 2018-08-08

*Supplement to Certificate of Compliance*

Certificate: 70143407

Master Contract: 267218

*The products listed, including the latest revision described below, are eligible to be marked in accordance with the referenced Certificate.*

**Product Certification History**

Project	Date	Description
70185437	2018-08-08	Add cell model ICR18650/26V to Kick Scooter, models ES1, ES2 and ES4.(C/US)
70143407	2017-08-21	Original Certification. Electrical and Charger System of Two Wheels Electrical Kick Scooter, Models ES1, ES2 and ES4.( US)



# Skip Scooter MK3N Testing Results

21st, August, 2019

**SWOPE DESIGN SOLUTIONS**  
150 Hooper St.  
Unit 101  
San Francisco, CA 94107

**Authors: Joe Wilinski, Brett Swope**





## TABLE OF CONTENTS

TABLE OF CONTENTS	1
SDS BACKGROUND	2
SUMMARY	2
SET-UP	3
DATA & OBSERVATIONS	4
RESULTS	8



### **SDS BACKGROUND**

Swope Design Solutions LLC (SDS) is a full-service mechanical engineering consulting firm located in San Francisco with expertise and clientele in the medical device, consumer product, robotics, and electric vehicle space. The SDS team consists of mechanical engineers and engineering technicians. In conducting the tests and presenting the results herein, SDS renders no opinion on the legal interpretation of state code provisions. Further, SDS expresses no opinion on whether the test equipment would produce the same or similar results at any other time.

### **SUMMARY**

Skip Transport, Inc. (Skip) has asked SDS to assess and answer a series of questions related to their MK3N scooter, also referred to as tested equipment. Three scooters with the following IDs were provided from Skip to SDS for testing:

- 1. H635
- 2. H646
- 3. H649

A picture of one of the scooters is shown below.



**Image 1: Picture of Scooter ID #H649**

PRIVATE AND CONFIDENTIAL



**SET-UP**

1. SDS will assess reflective and illuminated components of Skip scooter #H635 after dark by field test and observation. A legally registered automobile of CA will be used for its upper headlamps as an instrument to test reflectors of the scooter. A tape measure will be used to measure incremental distances of 25ft up to the tested distances. These components of the equipment will be assessed:
  - a. Assessment of headlamp attached to the equipment at 300 ft.
  - b. Assessment of red reflector and other visible devices attached to the equipment at 500 ft.
  - c. Assessment of white/yellow reflector devices attached on the side of the equipment at 200ft.
2. SDS will assess the sound levels produced by Skip scooter #H635 by field test and observation. The scooter will be tested from a standstill, and a sound measuring setup per SAE J331 JAN00 will be performed.
3. SDS will assess the braking mechanism of Skip scooter #H635 by field test and observation.
4. SDS will assess the accelerator mechanism of Skip scooter #H635 by field test and observation.

**DATA & OBSERVATIONS**

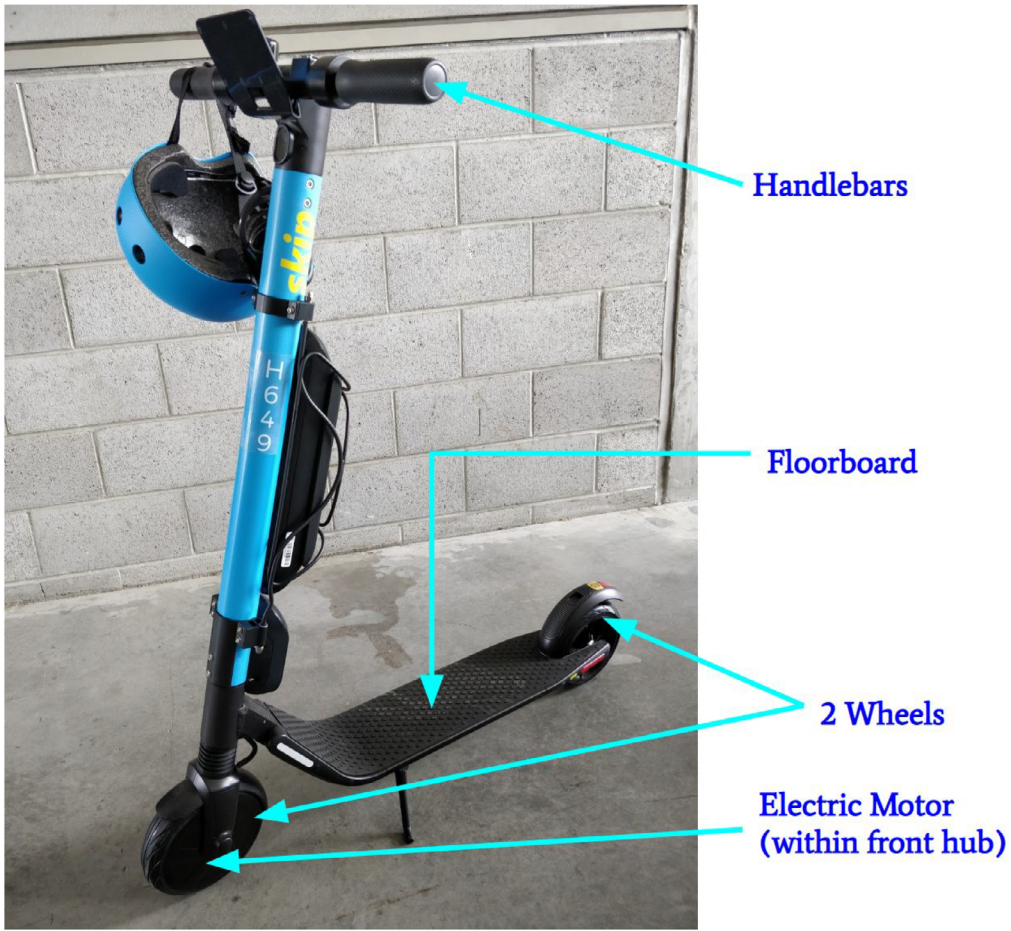


Image 2: Picture of Scooter ID #H649 with descriptive callouts.





Reflected and Illuminated Component Testing				
	Headlamp	Rear Red Reflector	Rear Red LEDs	White Side Reflector
Test Distance:	300 ft	500 ft	500 ft	200 ft
Date:	8/19/19	8/19/19	8/19/19	8/19/19
Time of Day:	10:00 PM	10:20 PM	10:30 PM	10:10 PM
Weather:	60°F : Clear Skies	60°F : Clear Skies	60°F : Clear Skies	60°F : Clear Skies
Location:	150 Hooper St., SF	150 Hooper St., SF	150 Hooper St., SF	150 Hooper St., SF
Vehicle Make (for headlamps)	NA	2004 Toyota Highlander	2004 Toyota Highlander	2004 Toyota Highlander

**Chart 1 (above): Data collected from after dark observations on a highway (street).**



Skip Sound Test Data		SPL Weight: A		Wind Speed: 12mph	
Test Date:	8/20/19	Response:	Fast	Weather: Sunny	
Scooter ID:	H649	Test Location:	Treasure Island, SF		Temp: 65F
Rider Weight:	175lbs				
Trial #	Time (s)	Hit top speed?	L Aeq (dB)	L AFmax (dB)	L AFmin (dB)
1 LR	6.76	y	52.4	59.1	51.2
1 RL	6.75	y	54.6	59.7	51.9
2 LR	7	y	53.9	57.3	51.8
2 RL	7.79	y	55.6	61.5	51.9
3 LR	7.07	y	54.6	61.5	50.7
3 RL	6.82	y	53.6	61.5	50.4
4 LR	6.73	y	52.9	57.8	50.6
4 RL	6.27	y	55.6	60.4	51.8

Note 1: LR means left to right, RL means right to left. Test 4 LR and RL are more than an arithmetic average of 2dB apart.

Note 2: L AFmax (dB) is the max decibel level produced during the centerline of travel.

**Chart 2 (above): Data captured from SPL meter test using a Casella CEL-633 B Type 1 ANSI S1.43 Environmental and Occupational Noise Meter.**



**Image 3 (above):** Green toggle lever is the accelerator, and releasing will disengage the motor.



**Image 4 (above):** Wheel skid mark from field testing scooter on dry, level, clean pavement.

## RESULTS

Test results and corresponding questions are answered below:

1. The MK3N Skip scooter assessment when considering section 21223 of the California Vehicle Code Division 11, Chapter 1, Article 5:
  - a. The scooter headlamp (attached to scooter) did illuminate the highway/roadway in front of the operator and is visible when facing an observer and when perpendicular to the observer from a distance of 300 ft while in motion.
  - b. The rear red reflector attached to the scooter was not visible from vehicle headlights from 500 ft away. In lieu of this, red LED lights are equipped on both sides of the rear of the scooter and were visible from 500ft away when viewed from the rear.
  - c. White side reflectors were not visible from the front or rear of the scooter when turned away from a perpendicular viewing angle. In lieu of this, white side reflectors were illuminated and visible when vehicle headlights were perpendicular to the reflectors from 200 ft away.
2. The MK3N Skip scooter assessment when considering section 21226 of the California Vehicle Code Division 11, Chapter 1, Article 5:
  - a. The MK3N Skip scooter did not exceed 80dba at a distance of 50 ft from the centerline of travel. It should be noted that although tested with the proper equipment per SAEJ331 JAN00 (Sound Levels for Motorcycles), the electric scooter was too quiet to meet the sound differential criteria of 10dba (section 8.2 of SAEJ331 JAN00) between the ambient and scooter sound levels. Thus, this criteria appears to be irrelevant to the tested equipment.
3. The MK3N Skip scooter does operate in a manner so that the motor is engaged through a switch or mechanism that, when released, will cause the electric motor to disengage or cease to function.
4. The MK3N Skip scooter does produce a braked wheel skid on dry, level, clean pavement when releasing the accelerator and applying the rear fender foot brake.





# Sample Scooters



## B. Sample Scooters

Skip will provide sample scooters for the current fleet and will provide sample scooters of its forthcoming custom purpose-built scooter (the Skip S3) no less than 3 weeks prior to receiving SFMTA approval to deploy it here.





# Pricing Structure





**C1. Low income user plan.**

Skip believes that equity is a key component of transportation strategy. This means offering service in traditionally underserved neighborhoods, as well as offering an Accessibility plan for qualified riders. Skip’s accessibility plan offers 50% off the \$1 unlock fee as well as 50% off the per minute fee of our dockless vehicles for anyone who participates in CalFresh, PG&E Cares, MTA Lifeline, MediCal, MediCare, Golden State Advantage, any Community Housing Partnership, any person who has a Disability Access Gold Card, all SFUSD teachers, and other qualified nonprofit partnerships.

Skip’s commitment to equity also extends to any users that might not have access to a credit or debit card. Our cash program allows any interested riders to exchange cash for Skip credit at any of our San Francisco offices during business hours (located in The Mission and Bayview), at one of our many community pop-up events, or by calling our customer service line to setup a time outside of traditional business hours for riders that might have non-traditional work hours. Cash users can also purchase pre-paid debit cards to use on any Skip device.

**C2. Other discounted customer plans.**

This year Skip provided qualified riders with 50% off the \$1 unlock fee as well as 50% off the per minute fee of our dockless vehicles for anyone who participates in CalFresh, PG&E Cares, MTA Lifeline, MediCal, MediCare, Golden State Advantage, any Community Housing Partnership, any person who has a Disability Access Gold Card, all SFUSD teachers, and other qualified nonprofit partnerships. Skip is going even farther in 2019-20: we will waive the unlock fee for any qualified user in the Accessibility plan—all day, every day. So that’s 50% off, no unlock fee.

But our commitment to low income user plans does not stop there. Because scooters are a more economical way of commuting than driving, ride sharing or even bike sharing, Skip has tackled the commute as an additional way to make it easier for lower income residents to get where they need to go. We are removing the \$1 unlock fee during prime commute hours at major commute hubs like BART and Muni Rail stations (even for those who do not take the time to qualify for the accessibility plan). Commutes just got more affordable. We understand that commutes come in all types, including communities traditionally underserved by transit which is why we are not geofencing the discounts only to popular areas of the City.

We are taking care of commuters and riders in other ways too. As detailed below, we have totally revamped our commitment to changing rider behavior with incentives (as well as continued education). Thus, Skip riders can take advantage of discount incentives to order a free helmet (credits), to prove that they are riding in their helmets (more credits), to pass required safety and rules quizzes (even more credits) and for interconnecting with major public transit hubs like major Bart stations and CalTrain (still more credits). Add those incentives up, and rides just got cheaper, especially for commuters and accessibility plan members.

But we also take care of those who don’t have access to or don’t want to use a credit or debit card. Our cash program allows any interested riders to exchange cash for Skip credit at any of our San Francisco offices during business hours (located in The Mission and Bayview), at one of our many community pop-up events, or by calling our customer service line to setup a time outside of traditional business hours for riders that might have non-traditional work hours. Skip makes it seamless for such users to turn their case into usable debit card offerings by purchasing and using pre-paid debit cards at local businesses. NFC and Clipper Card integration is finally coming: shipping this April.

**C3. Goal: one low-income plan member for every five scooters authorized.**

We have expanded our Accessibility Program to more than those that meet 200% of the poverty line to include people like teachers, employees of nonprofits, and seniors. We also increased the size of our community and events team, especially with multi-lingual speakers, and established a presence in the Mayor’s Opportunities for All program. We welcome this metric.

**C4. Proposed rates, including any membership plans.**

Skip’s San Francisco base rates will remain \$1 to operate and \$.25/minute for in-app rides. These are the base rates upon which we offer other incentive plans and programs. We currently don’t require a “wallet” because inherent in such systems is reliance upon “breakage”—money the operator knows will never be spent and hence is surrendered to the Company. Check our ToS: we don’t require riders to purchase credits or pay a deposit. Ever.



**Introducing: my personal commute Skip.**

Over the course of the next year, Skip also plans to offer a commuter program designed to give residents near exclusive use of a personally-delivered scooter for commuting residents. This subscription-based system is being tested right now at \$35 a month (significantly less than surge-priced ride sharing commute costs), and promises that a scooter will be delivered to the subscriber’s work location in time for the evening commute. No waiting. No searching. No consulting the map for a nearby on-demand scooter. Instead, the commuter takes her scooter from her place of work, rides it, charges it overnight and rides it back to work in the morning—again without any unnecessary muss or fuss or delay in the morning commute process. Skip’s team picks up the scooter from the member’s office location to redistribute the scooter into our daily fleet throughout the City for the day, and replaces it with a fully charged, inspected personal commute scooter before the evening commute on the same day! What’s more, unlike ownership and other subscriber models, Skip and not the rider bears the cost of maintenance, vandalism or theft. Like all riders in 2019-20, personal commute skip riders can take advantage of in-app instructions to the safest bike lane routes, and Skip the hassles of riding in unsafe areas on uneven surfaces. This plan goes beyond a basic monthly plan to really address specific commute needs while reducing over saturation in the downtown core.

**C5. Cash payment options (Please see C1).**

**C6. Smart phone-free plan.**

Skip offers call and text to unlock options. The phone number is displayed clearly on the scooter for riders to use this service, in our app and on the web. We will also include multilingual directions in our app and on our community literature.

**C7. Variable rates (or other incentives) regarding short term trips.**

Please see above. We’ve come up with an assortment of incentives to stimulate shorter trips and trips destined for commutes. We continue to iterate and are committed to a pricing scheme that prioritizes short term commutes over longer tourist rides.

**C8. Billing and customer service business rules for lost scooters.**

Absent confirmed theft or vandalism (with which we work only with local authorities), Skip does not bill customers for lost scooters.

**C9. Incentives for transit lines or transit hub trips.**

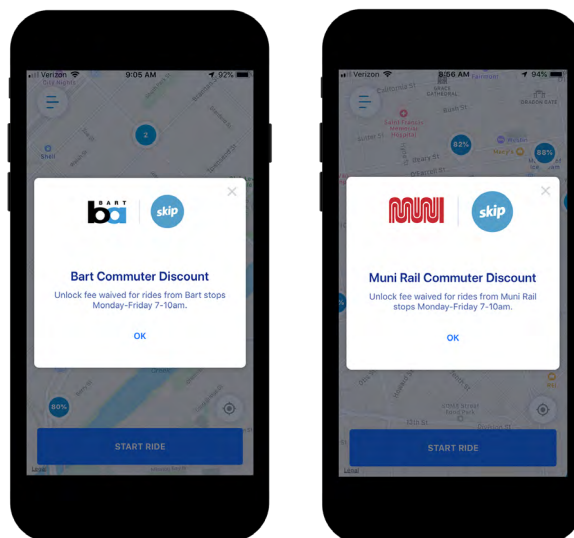
As discussed above, Skip is rolling out its transit and hub-based incentive program. If a rider starts or stops a ride at major identified transit centers and hubs (highlighted in the app), Skip eliminates the \$1 unlock fee. Skip has also actively partnered with Caltrain to get more bike racks installed for deployment around this area to meet the demand and will continue to partner with local transit authorities.

**C9. Incentives for transit lines or transit hub trips.**

As discussed above, Skip is rolling out its transit and hub-based incentive program. If a rider starts or stops a ride at major identified transit centers and hubs (highlighted in the app), Skip eliminates the \$1 unlock fee. Skip has also actively partnered with Caltrain to get more bike racks installed for deployment around this area to meet the demand and will continue to partner with local transit authorities.

**C10. Low-income user promotion plan.**

Please see section H.





# Operations Plan



## D1. Hours of operation.

## D2. Storage of scooters during non-operational hours.

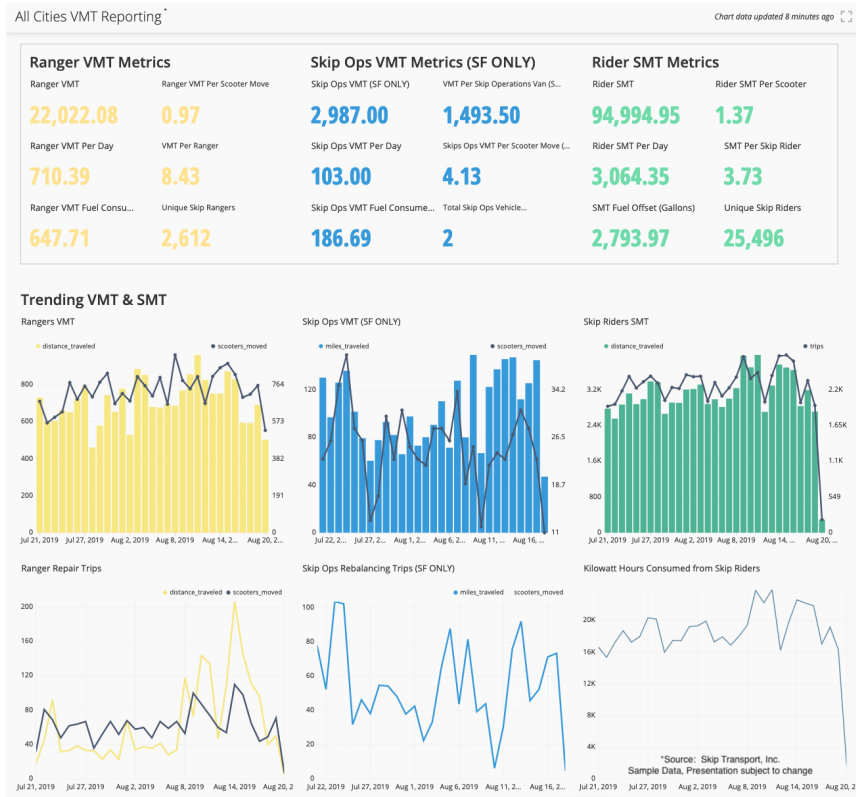
Over the past year, Skip has refined and optimized our operations in order to best meet the transportation needs of San Francisco residents. By tailoring our hours of operations to make scooters available for rent between the hours of 4:00 am-10:00 pm seven days a week, we have been able to create an equitable ridership of commuters while prioritizing safety over profit. Most scooter accidents (and nearly all deaths) occur late in the evening or the very early hours of the morning, often due to intoxication. Because no operator has viable way to check intoxication levels of riders, Skip has purposefully made the decision to take our fleet offline overnight in order to increase safety for our riders. We even kept this operational procedure in place during our sponsorship of 2019 Outside Lands. Between the hours of 10:00 pm-4:00 am, Skip's scooters are either picked up for charging or be locked to a bike rack and placed in a rider un-rentable state.

Skip vows to maintain a deployment of between 90- 95% of its target deployment during the high commute hours of 6am-10pm. Having solved reliability issues that impacted our level of deployment in 2019, Skip is confident that we will consistently meet all deployment requirements under the new permit. However, we understand that some traditionally marginalized communities might have non-traditional commutes. For this reason, approximately 90% of our scooters are deployed in the morning between 4:00 am-7:00 am and 100% of vehicles are deployed before 9:00am. The majority of vehicle collection and charging occurs in the evening after commutes, as that is when there are the most low battery scooters in need of pickup. This also enables our Ranger team to have high efficiency pickups, which reduces VMT across San Francisco. Skip's accurate year-long data about where redistribution needs to occur across the City allows us to maintain the most efficient operations with a lower VMT footprint.

Our Rangers pick up approximately 80% of scooters in the first hour. To reduce VMT and help SFMTA meet its environmental impact goals, Skip made a change in 2018-19: Scooters without low battery and those do not need to be repositioned (approximately 20- 30% of the active fleet) may remain in the public right-of-way overnight but will be locked and not available for rent. This innovation reduced waste and VMT miles driven and made it even easier for scooters to be available in high commute areas.

## The first powered scooter carbon offset program.

Not content to ignore VMT as a critical part of operations plans, Skip is thrilled to be among the first scooter rental companies to partner with carbon offset companies. Until at least the roll out of Skip S3 (which will vastly reduce reliance on Rangers), Skip has partnered with Cool Effects (<https://www.cooleffect.org>) and South Pole (<https://www.southpole.com>) to partially offset the environmental effects caused by Ranger miles driven and the miles associated with our van operations in San Francisco. Skip's VMT dashboard is used to purchase offset credits through one or both of these companies, which then fund responsible projects that contribute to environmental sustainability. Cool Effects, for example, only selects projects that are triple-verified, starting with a review and verification from one of the world's major carbon standards—the Gold Standard, the Verified Carbon Standard, the Climate Action Reserve, the American Carbon Registry, or the United Nations' Clean Development Mechanism. After that, an independent subsidiary verifies the project via a second set of international standards (including those required by the UN Framework Convention on Climate Change) before resorting to a rigorous internal review. The current average price of a tonne is \$8.37.





### **D3. Proposal for serving key neighborhoods.**

Ensuring that scooters are affordable and available in Key Neighborhoods requires a well-defined operations plan, and Skip's operations plan is informed by our year-long experience operating in San Francisco. In order to ensure that we meet Key Neighborhood deployment metrics regarding coverage and minimum thresholds, we will incentivize Rangers to drop off scooters in Key Neighborhoods first by making them the only available drop-zones available to rangers between 4:00am-5:00am. To further our efforts towards equity if, at 5:00 am, we determine that the minimum number of scooters deployed in each Key Neighborhood will be not met by standard Ranger drop offs alone, we will increase dispatch Skip vans from our MRO to deploy the remaining number of required scooters.

### **D4. Service to neighborhoods without existing powered scooter-share service.**

Skip has recently invested in new scooters in order to keep up with growing demand in the San Francisco market. This investment, combined with our diligent and successful efforts to improve our deployment reliability throughout the past permit period, leaves Skip well positioned to extend service to neighborhoods without an existing powered scooter share service. Leveraging our robust and existing ties in San Francisco, we will partner with local community groups to conduct outreach. We enjoy a unique reputation in the community, because we actually listen to community members and implement their feedback, including by providing them a voice on the Community Advisory Board. The community has told us that they want service in the Richmond District, so look for us to be there.

### **D5. Methods for deploying and redistributing scooters.**

### **D6. Avoiding over-crowding of scooters in the high-demand area(s).**

Please see D3. Rangers are incentivized by higher payments to ensure deployment in neighborhoods with less demand. Skip vans, staffed by employees, can be directed to any district in the City to ensure accurate deployment, including Key Neighborhoods. Unlike other operators, we have made the active choice not to geofence any neighborhood of the City, including the Tenderloin, where all operators have experienced inordinately high theft and vandalism rates. Skip's track record shows that should an issue with deployment occur, we rectify it.

### **D7. Adaptive scooter pilot plan.**

Skip has invested a considerable amount of resources developing its Skip S3 to be the first iteration of an adaptive scooter. Skip attended meetings in the Mission District with the Seniors Disability Action (SDA) which made the case that scooters blocking the pedestrian zones of the sidewalk presented particularly troublesome issues. Thus, Skip S3 was designed to reduce the likelihood of "tip over" and corner "graveyards," by incorporating a length of 1266 mm and a width of 200 mm and making it much less likely to be tipped over. While the dry weight of 58 lbs may require an initial adjustment by users, the added weight was specifically designed to make the scooter far more stable in the parked position. Even before the SFMTA required it in this application, Skip combined the design with an integrated "lock to" device so that scooters will firmly stay attached to furniture in the correct zones, and out of the pedestrian zones. Skip returned to integrated "lock to" design so that users with conditions that make turning combination locks difficult can more easily be accommodated.

Just as significantly, the Skip S3 fully satisfies the "adaptive scooter" definition of wider floorboards by purposely designing a floorboard that is 33 percent wider than current models on the road. The wider floorboard of the Skip S3, when combined with the increased shock absorption makes the scooter more stable, and more safe on San Francisco streets. The wider floorboard can now more easily accommodate a variety of stances, making safer more comfortable rides more widely available. To provide greater visibility for both those on and off the scooter, the Skip S3 contains the industry's largest headlight. The headlight is not only bigger, but it's brighter for riders and oncoming traffic to better see at night. Skip has also added "always on" rear lights that are more visible than previous models of our scooters.

Skip recently announced the testing of the Skip S3. This however, does not mean that the development of the scooter is complete. As detailed in our Community Engagement Plan, we are proposing several meetings with leading disability advocates to continue iterating on its adaptive elements. We expect to work closely with the SFMTA and begin conducting public tests of the S3 on a closed course in San Francisco in mid-September.



## D8. Staffing and operations plan.

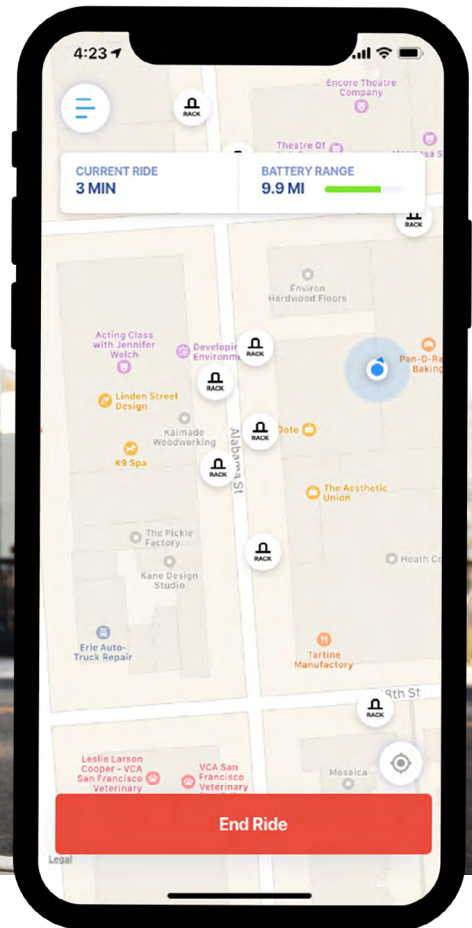
Skip is prepared to meet and exceed all operations requirements of the Scooter Share Permit. We have invested in developing thousands of our new S3 scooters to meet increasing demand in San Francisco and will have additional Ninebot scooters delivered to San Francisco to supplement our current fleet until the S3 scooters can be completely integrated into our deployment strategy. Skip currently employs nearly 50 trained repair technicians, van drivers, scouts, and operations staff to sustainably maintain our fleet in San Francisco.

## D9. Plan for proper scooter parking.

Proper scooter parking education starts first and foremost with our Skip employees and Rangers. We take time to diligently train and onboard each member of our street team. All training focuses on the SFMTA Powered Scooter Parking Requirements, why proper parking is important, and getting this information to our street team in creative, hands-on ways, such as a mock city block at our warehouse.

Skip has worked hand-in-hand with SFMTA over the past year to help educate riders about proper parking. Before Riders can begin their first ride, they review all 'Skipping' best practices and San Francisco specific riding and parking regulations, such as age restrictions, speed, and are instructed to park at bike racks. To make it even easier for the user to park properly and lock their scooter at bike racks, we will install integrated locks on all of our scooters and will not allow users to end a ride until they have engaged the lock (further detailed in Section E2). We will also require that all end ride photos show that the scooter is locked properly. Skip reviews end ride photos for parking compliance. If a user has not locked their scooter properly, they are subject to our Rider Code of Conduct (detailed in Section E1), which includes a three-strike policy, fines, and possible suspension. In order to encourage all riders to park properly, we are also integrating a map with the location of all bike racks in San Francisco into our app. Please also see section M for our in app-training tutorials.

Skip also empowers riders to advocate for their needs as well. This is why our app links to SFMTA's request a bike rack page. Should a rider attempt to end their ride a location where there is not a bike rack, they request a bike rack on MTA's site right from the Skip app. Skip also employs Skip Scouts, who roam high traffic and high use areas on scooters looking for improper scooter parking to correct, as the quickest way to resolve any parking concerns.





**D10. Proposed fleet size at launch.**

Skip is requesting to operate a Permitted Fleet of 1800 scooters, and will initially launch a fleet of 1000 scooters. We will increase fleet deployment to 1400 scooters over approximately two months. A measured approach to fleet deployment will allow us the time necessary to conduct robust community outreach to neighborhoods, such as hosting a Seniors Ride event in the Richmond, an area that has not had much scooter deployment up to this point.

**D11. Modifying operations for major transit issues.**

Skip’s highly trained staff stands ready to modify our operations over the course of the day in order to quickly respond and provide relief to any major transit issues. In the event of a transit issue, we will send Skip vans and Rangers to deploy scooters in the area and plan to use targeted notifications to remind affected riders that additional transportation options are available.



# Plan for Safe Scooter Riding & Parking



## E1. Proposed approach to ensure user compliance with laws.

Skip’s commitment to legal compliance is genuinely part of its DNA and does not need to be fabricated at the eleventh hour to get a permit. You know us and who we are. Nobody, but nobody, is more committed to compliance, playing by the rules (and having riders to do so) like Skip. There can be no question that Skip consistently adheres to legal requirements or that it always approaches transportation issues collaboratively with regulators. Going beyond what is required, we voluntarily report on metrics, within 24 hours of an incident, and as we’ve vowed to DC Department of Transportation we promise to volunteer information regarding fire, sparks, leaks, when the sprinklers are triggered, when warehouse employees claim injuries (by type, severity and whether medical treatment was necessary) to SFMTA.

### a) – g) Compliance, incentives and complaint resolution.

Safe operation also includes education about lock-to devices, SFMTA’s parking guidelines, and no sidewalk riding. While Skip has the dynamic capability to add in-app pop up messaging on any topic it desires at any time, we know that in-app messaging is not the only effective way to notify riders about the rules of the road in San Francisco.

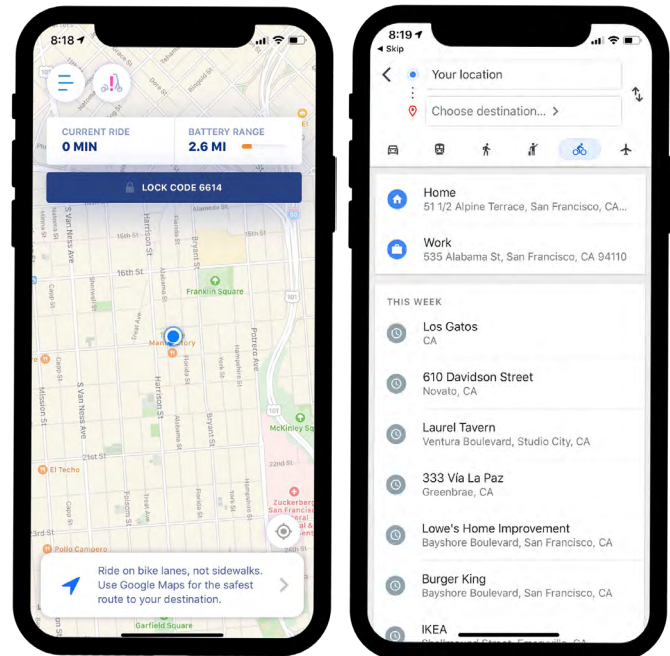
### Voluntary geo and speed limit zones.

So, we’re taking it a step further. Skip plans to work in conjunction with SFMTA to identify areas that would benefit from a reduced speed zone or a no parking geofence. There are multiple options that we would welcome the opportunity to discuss to help make streets safer. Some options are speed limiting zones (as slow as 3MPH) or no parking zones where a rider cannot end a ride in a designated zone (suggested for a high concentration of incorrectly parked vehicles or heavy pedestrian traffic areas). For example, a reduced speed around an area with heavy sidewalk riding area will help create a clear and safe sidewalk right of way for any pedestrians but especially the disability community. We look forward to continued conversations about how to implement a geofence program to keep communities and streets safe.

### Safe route maps: one button directions to safer rides.

Acceptable bike lane infrastructure keeps riders off the sidewalk. So Skipnow offers riders the opportunity to route their ride using Google Maps Bike Lane directions. There is a pop-up in the Skip app that enables riders to open Google Maps and enter their destination directions with existing bike infrastructure. It’s been tested and proven. Finding the best and safest routes to cross the City results in safer surfaces, less interaction with dangerous cars or traffic and safer rides.

Skip echoes SFMTA’s sentiment that scooters belong in the bike lane and at bike racks. We plan to take a multi-pronged approach to parking education to ensure that riders understand all the nuances of how to correctly park a scooter. This means integrating a map into our app at the end ride section for all nearby bike racks in San Francisco. To take it a step further, if there is no bike rack where a rider would like to end a ride, the rider can route to MTA’s “Request a Bike Rack” page. Collecting this data is valuable for MTA and will also empower the rider to engage with their local transit authority.



Skip’s dedication to cultivating a responsible rider base doesn’t end there. We will be adding a safety and parking compliance quiz into our app for riders to receive ride credit upon completion. Because Skip has found these quizzes impactful for any riders facing 3 strikes in our rider Code of Conduct, we plan to extend them to all riders. Learning technology that is engaging for users is the best way to get riders to retain important information. This innovative approach will once again help Skip have a rider base that also shares our passion for following the rules, so the program is sustainable for every San Franciscan.





Skip reviews parking photos submitted post rides and riders who follow SFMTA parking guidelines consistently will be awarded a \$5 credit. When riders park correctly 5 times in a row, they will be notified that they are halfway to earning ride credits for a good parking job.

Skip is under no illusion that education alone will solve the problem of incorrect parking in San Francisco which is why we plan to offer the “carrot and the stick” approach to create the strongest system for parking compliance. Skip expanded its three strike policy to now cover parking. The first two strikes compel warnings, new quizzes and pop up notifications. The third strike results in assessment of a fine and suspension. To finally force changes in behavior, Skip will pass through parking fines to riders.

Over the past year we have learned a lot about rider behavior in San Francisco. Based on what we learned, we implemented a Rider Code of Conduct program to help change bad behavior and removing habitual offenders. The program is geared to identify and change the following rider behavior:

- Sidewalk Riding
- Multi Passenger Riding
- Discourteous Behavior
- Any other traffic violation

With this program we believe in a 3 strike policy. With the three strike policy we hope to modify singular bad choices and encourage a safe riding ecosystem. Our three strikes are as follows:

- Strike 1** - Warning (Written and Verbal Warning)
- Strike 2** - Education (Review all Safety Training and Complete Safety Questionnaire)
- Strike 3** – Suspension or Removal from Skip Platform

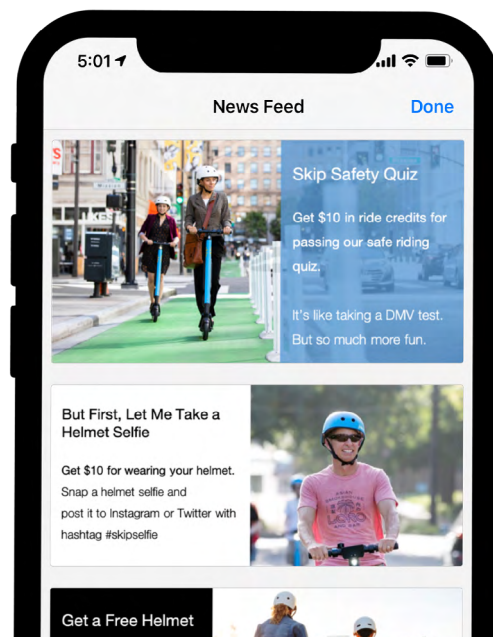
With new ways for community members to report incidents (see Section E5), the Ride Code of Conduct program stands alone in its class of accountability. However, this is a reactive policy, so Skip is committing to a proactive education program in this coming year. For this program we will have all riders review our “How-to-Ride” steps and take interactive quizzes about an issue from sidewalk riding and bike lane etiquette to parking compliance. Any rider that successfully completes this questionnaire, will receive ride credit for their next ride.

Our trust and safety team helped combat sidewalk riding, and have seen a 90% success rate in identifying reported sidewalk riding since April 2019. This experience has gained us a 98% customer satisfaction rating via Zendesk (our ticketing platform). Skip’s complaint investigation and resolution process includes a full feedback loop that allows the person submitting the ticket, whether a rider or not, visibility and transparency for a tangible solution.

While we have confidence that these measures will help achieve compliance, we admit we do not know everything. Skip is committed to working with SFMTA, the community, and any other important stakeholder to identifying innovative solutions and implementing them to achieve desired results. If, through our conversations with SFMTA, our riders and community members, it is determined that our programs are not meeting standards, we stand ready to deploy additional operational resources and modify the program to meet the needs of the community and Skip.

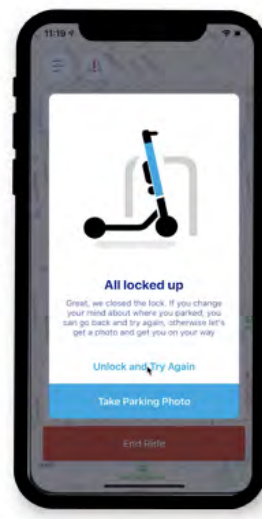
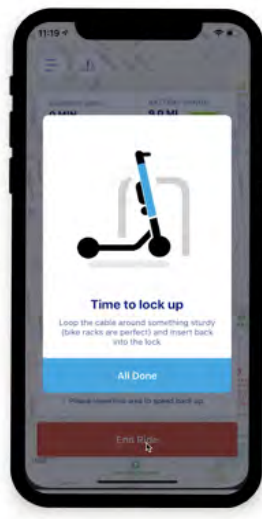
## E2. Describe locking mechanisms.

Though we launched a 100% lock-to fleet by end of January 2019, our combination locks did not feature an all-inclusive lock and were often cumbersome for members with disabilities. That is why we are to have an integrated lock by the launch of SFMTA’s new dockless mobility program.





Arrive at Destination



Ride Ended

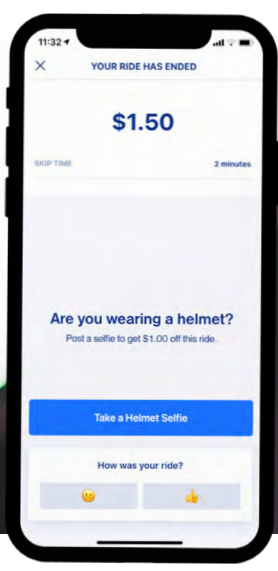
### E3. Describe valid driver's license procedures and compliance.

Though California law allows riders with a valid permit to operate scooters, Skip's commitment to safety extends to our age policy. Skip only allows licensed legal adults to operate our vehicles. We switched vendors in August and now offer streamlined bar code scanning with validation that a user's ID is legitimate. We also will be able to disable accounts automatically for expired IDs, helping to ensure that all riders are qualified. We have not yet found a way to prevent adults from scanning a license for an underage user's account. This is an industry issue and we are working on it.

### E4. Describe helmet riding commitments and incentives.

What we've learned in giving away 4,400 free helmets in San Francisco, is that while people are excited about a free helmet, they sometimes forget to bring them along for their scooter ride. To innovate around this, Skip has recently started offering the option for anyone to personalize their helmet onsite at our local popups. This was a tremendous success at Outside Lands where Skip gave away 1150 helmets where people immediately left wearing their new headgear.

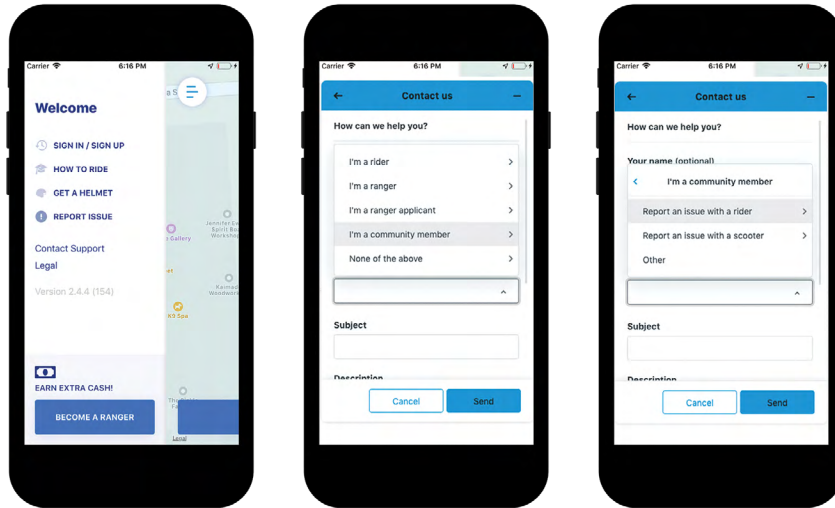
But we don't plan to stop innovating there: because Skip prioritizes safety over profit, we are committing to a series of new discount programs available to our riders. Discounts include a \$10 ride credit to anyone that orders a Skip helmet (to offset the cost of shipping), a \$5 ride credit for uploading a selfie wearing a helmet with a campaign hashtag, a ride credit every time a rider opts to take a selfie with a helmet on in app post ride.





### E5. Describe noncustomers feedback options.

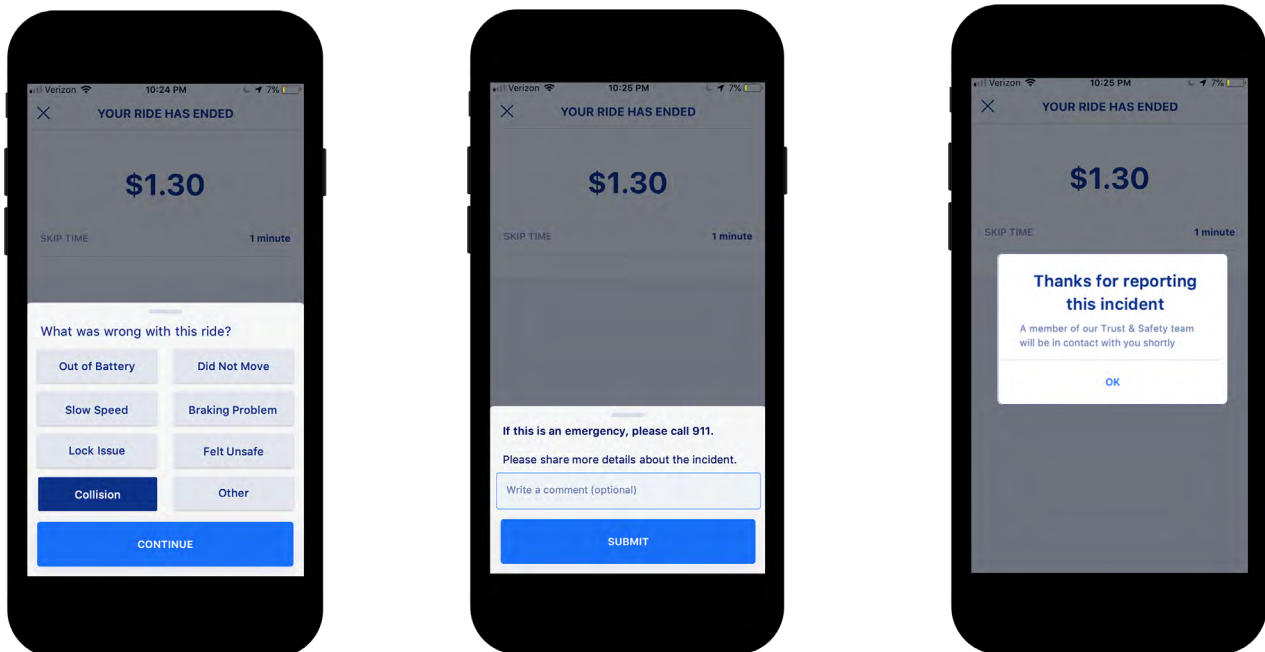
Skip understands that riders and non-riders will have program feedback. This is why we were the first to create an in-app reporting feature for anything relating to our program for any member of the community to report. Skip’s customer service phone number is featured on every scooter for any member of the community to call to ensure we are not limiting feedback to only those with internet or a smart phone. We recently took measure to boost our website and in-app issue reporting to make them more intuitive. Because Skip believes in full transparency, anyone that reports an issue will have access to a ticket number to view the status of their complaint and the resolution when completed. Please also see E1(a)-(g)



### E6. Describe methods to combat over-concentration (Please see sections C4, D3-6).

### E7. Describe collision reporting

Rider and scooter safety are in Skip’s DNA. However, we know that there is more data for us to collect around safety to continue to be the most responsible operator. This means giving riders an easier way to report any collisions that occur. To help empower riders to report collision information, Skip will add a “Report Collision” form into our app. We will have a week of pop-up notifications helping educate riders about this feature. This will help us collect a better representation of rider safety and will also help us craft a more strategic rider education program or even add specific safety measures into our scooter. Though we currently share collision data with MTA in our monthly report, this will help us capture a more accurate dataset.







# Recharging, Maintenance, Cleaning and Sustainability Plan



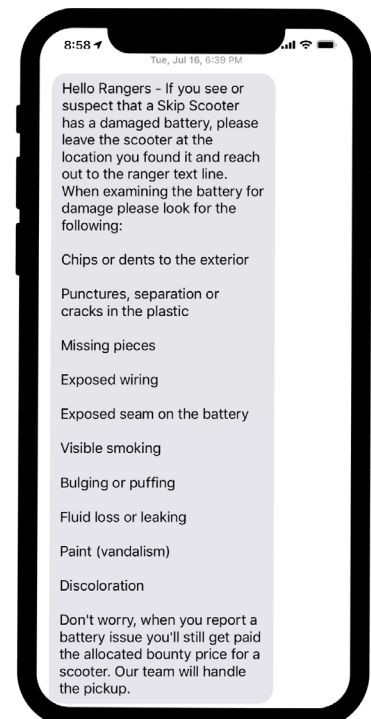
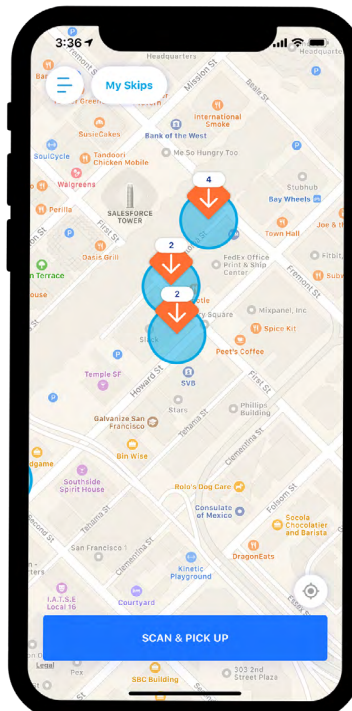
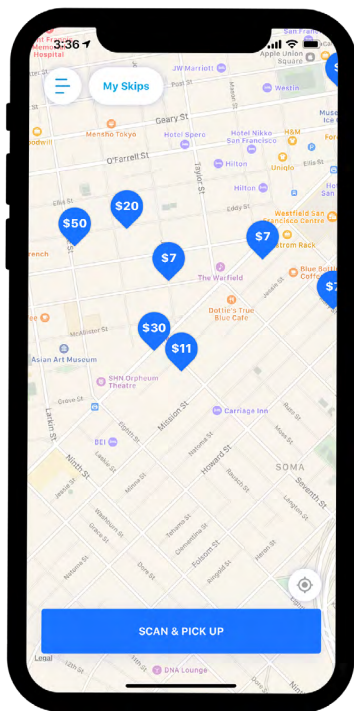
# F1. Describe how scooters will be recharged.

## F1a. Recharge information.

## F1b. Training regarding charging practices.

Skip is without peer when it comes to recharging, maintenance and sustainability plans. We were the first company to embrace employees in our MRO operations, because of the importance of having repair and maintenance personnel be accountable as employees. Until the rollout of Skip S3, Skip still relies upon a crowd sourced contractor force to handle some of the charging. The Ranger portion of the Skip app provides detailed information to any person who wants to perform Ranger services about the status and amount offered to pick up, charge, deploy or return Skip scooters. The price per scooter varies, but currently the average price for charging and deploying a scooter is \$7. Once Rangers have picked up and charged their scooters, they receive information through the app about where acceptable zones are located and how many scooters can be dropped off in each zone.

Skip’s Field Operations staff also assist with the collection and charging of scooters. Skip van drivers pick up scooters that need to be charged and return them to Skip’s MRO. Because of differences in the locations of charging between employees and Rangers, different information and training is provided to each group. For employees, safe charging training consists of hands on, interactive lessons in which employees learn to identify potentially problematic batteries (any batteries that have cracks, punctures, or dents) and should therefore not be charged. Staff are also instructed to only use certified charging equipment and how to set up a safe charging station complete with emergency response equipment such as an ABC Fire Extinguisher, personal protective equipment, sand, and a thermal thermometer. Rangers receive information in their agreements about safe charging locations, the need to have independent experts certify that their charging procedures are adequate, as well as timely bulletins about best charging practices. For example, Skip has informed Rangers that charging outdoors was no longer a contractually accepted practice.





**F1c. Commitments regarding negative impacts. (Please see F5 and D2).**

**F1d. Describe how the applicant will document and report to the SFMTA on new non-revenue vehicle miles traveled (VMT), and the number and length of trips generated by collecting, redistributing, and charging activities.**

While other companies may talk about the importance of technology, we believe at its core this business is about operations and hardware which is why Skip leads the industry in sustainable and environmentally friendly operations. Our operations team has developed a number of systems that streamline recharging and redistribution activities. Skip vans are routed by a local dispatch team, so that they do not spend unnecessary time idling, double parking, and creating added congestion. Skip’s operations team has also instituted a dynamic pricing system for groups of scooters located close to each other. This pricing structure creates a financial incentive for Rangers to park and pick up a group of scooters a time, thereby helping to reduce double parking and excessive VMT. By optimizing our charging and redeployment operations, Skip is working to minimize non-revenue VMT and make scooters a fully sustainable method of transportation.

With the new Skip S3 vehicle, we’ll see a significant reduction in VMT with the welcomed additional of a swappable battery. This will allow Skip to significantly cut down on potential negative impacts associated with collecting and recharging scooters, as swapping the battery in the field will reduce the need to remove scooters from the street for recharging, creating fewer vehicle trips on road and more vehicle trips in the bike lane. Skip is also exploring the potential use of cargo bikes to facilitate battery swapping, which would further decrease excessive vehicle-miles traveled. The S3 was specifically designed to be more sustainable in every facet. Please also see section H for additional sustainability commitments.

**F1d-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.**

So that Skip can continue to refine our operations and learn more information about how to further minimize excessive VMT, Skip will document and report new non-revenue vehicle miles traveled (VMT). When a Skip scooter switches ‘state,’ i.e. from ‘In Ranger Possession’ to ‘Available for Rental’ information about this state change, including location information from the scooter, is logged in Skip’s backend system. Using this information, it is possible for Skip’s Data Science team to determine the approximate route used to travel to drop-off the scooter and therefore get an estimate of the VMT generated. A similar process is used to determine the number and length of other redistributing and charging activities. In order to ensure information on non-revenue VMT, Skip will begin collecting information from Rangers about the make and model of the vehicle they use most frequently for charging and rebalancing activities. This information will allow us to determine average fuel efficiency for our Rangers and report accurate information to SFMTA.

**2. Provide a complete life-cycle analysis (LCA).**

We will provide a LCA at the six month mark.

**3. Approach to maintenance, cleaning, repair, safety. (please see section G5).**

**F4. Notification procedures for safety and maintenance.**

Skip’s Customer Support team helps to address app issues, ride issues, scooter relocation requests, and scooter incidents or accidents. They are on standby 24/7 to answer calls or respond to support requests in English, Spanish, Chinese and Tagalog. Support can be reached via:

- Email at [hello@skipscooters.com](mailto:hello@skipscooters.com)
- Telephone at (844)-929-2687
- In- app by selecting “Report an Issue”
- Website by selecting the “Get in Touch” at [rideskip.com](http://rideskip.com)

It is important to highlight that Riders and Community Members are not the only mechanisms to report issues for repair or safety. Additional avenues include:



**Rangers.** Skip’s independent consultants, perform an inspection each time they pick up a scooter to charge. If a scooter has visible physical damage or does not work properly, it is marked for repair and returned to Skip’s local warehouse for maintenance by Skip’s trained W2 mechanics.

**BMON.** Skip’s Battery Monitoring System, is an automated system that monitors battery health metrics (manufacturer defined) every sixty seconds. Any reported errors trigger a standard procedure to dispatch approved e-waste vendors or trained van teams to remove, safeguard and dispose of problematic equipment. We learned the lesson from our DC experience, and are happy to share our enhanced handling procedures and documentation upon request.

**Sensors.** Every Skip scooter is equipped with a number of sensors that ensure the scooter is properly connected to the network, is not vandalized, and is operating as expected. Flagged scooters are identified and removed (and repaired or disposed of) promptly. Skip can immediately make scooters un-rentable, 24 hours a day, 7 days per week.

**Timing.** Scooters not otherwise passing through a MRO in 75 miles or 14 days are flagged for a return with a full maintenance review.

**F5. City’s zero waste and producer responsibility compliance.**

Skip’s dedication to sustainable scooters is unparalleled in today’s industry. We do not ship scooters around the country or leave them in storage when they need to be repaired, we fix them onsite in our MRO (operational 7 days a week) with our trained technicians. By actually repairing our scooters and putting them back on the street and safely reusing components when we can Skip extends the lifecycle of our scooters and reduces the number of scooters that end up in the landfill. Skip’s new model, the S3, will deliver further advancements in vehicle durability and will help set Skip up for long term success in the San Francisco market.

Skip takes responsibility for scooters throughout their lifecycle, and in the event that a scooter is damaged beyond repair, we take steps to ensure its proper disposal and have provided receipts of disposal to SFMTA. We reuse undamaged components, contract with licensed electronic recycling companies to dispose of damaged or broken batteries, and recycle components that cannot be reused. These high standards take longer and are more expensive than dump and ditch tactics, but we understand the importance of corporate environmental responsibility and take our sustainable commitments to cities and our customers very seriously. By doing our part, Skip hopes to contribute to San Francisco’s goals of becoming a more sustainable city.

**F6. Environmental commitments.**

Per the recommendation of the San Francisco Department of the Environment, Skip has partnered with Recology for safe battery disposal. Skip worked closely with SFMTA over the past year to implement a safety plan for any submerged scooters and rolled out additional training including equipping vans with fire blankets. Rangers are incentivized to let the Skip Operations team know, but are paid for reporting it, and have no role in removal. Because Skip shares MTA’s goals not to be foul the environment, we do not just leave the scooter there. Such scooters are marked for priority removal within an hour or less. Once the scooter is taken back to the MRO it is disassembled by a battery expert and marked for pickup by Recology.

Skip looks forward to attending the Mobility Device Battery Roundtable event, hosted by SFMTA and San Francisco Department of Environment, later this fall.

**F7. Fleet size ratio.**

The key metric is 1.75-1.8 scooters per every 1 rentable scooter (recommended to be enforced as an average so there isn’t a spike in numbers as scooters are deployed in the morning or retrieved at night). This forces operators to pick up scooters in a timely manner, while also ensuring streets aren’t flooded with unrentable scooters to be flipped to rentable allowing caps to be gamed by providers.



# Hiring and Labor Plan



**G1. Describe the staffing plan, including hired staff and contractors.**

Skip is committed to focusing as much of its operations as possible in Communities of Concern, and for that reason, located its approximately 15,000 square foot Maintenance and Repair Operation (MRO) in San Francisco’s Bayview neighborhood. Moreover, none of its MRO staff are independent contractors; one hundred percent of the maintenance, repair and support staff are employees. Currently, our warehouse facility employs nearly 50 people as skilled scooter mechanics, technicians, van drivers and support. Our job training program includes technical education (and certification) in technical repair, battery handling and disposal. All such employees receive routine OSHA Compliance training and re-training as well as in-house continuing training and education. Skip also employs a central operations team for strategy, development and implementation of its operation procedures. Among other things, these employees perform data analysis, drop zone location, rebalancing support, inventory, management of the independent contractor program, and are primarily responsible for sustainable repair, supply chain management and e-waste disposal.

Although Skip currently relies on a corps of independent contractors to crowdsource some of the charging, deployment and redeployment functions of operations, the hiring plans will change when it deploys its first purpose-built custom designed scooter, the Skip S3, which is scheduled for October-November. The Skip S3 was designed with modular components which can be more easily and cost effectively repaired or replaced. One of the most important changes with Skip S3 is the swappable batteries which can be changed in the field easily. Skip will change its hiring and labor policies when Skip S3 launches to reduce reliance on independent contractors while still using such workers for drops and pickups.

**G2. Describe the staffing plan, including hired staff and contractors.**

See G1 above. Skip is also committed to providing a living wage and pays its mechanics an average of 25% more per hour than minimum wage in San Francisco and offers overtime (paid at time and a half) for interested hourly employees.

**G2a. Incentive structure for charging scooters.**

Under their agreements, Skip Rangers receive a payout per scooter when they charge, collect, deploy, rebalance and return scooters to the MRO. The prices vary depending upon the particular need and whether Skip needs to incentivize certain behaviors or quicker action. For example, to stimulate proper drop-off at bike racks, Skip Rangers receive higher payouts when they deploy or redeploy correctly under the terms and conditions (i.e., two scooters on one side of a bike rack in Bayview for example). For the average work, a Ranger typically collects 12 scooters per day at an average rate of \$7/scooter. Because safety is always a priority for Skip, Rangers are typically paid a higher rate whenever a determination is made that a scooter must be returned to the MRO for repair.

**G3. State and local law compliance.**

Skip is committed to local hiring, especially former veterans and former homeless San Franciscans. Skip has partnered with veterans groups and has plans to continue local hiring through partnerships with the Mission Hiring Hall. Skip is also extremely proud of its current diverse workforce which includes members from all communities that represent and inclusive San Francisco. Skip believes that diversity adds to its ability to have inclusive transportation options that extend beyond the downtown core of the City. A diverse hiring plan is one of the best ways to achieve an inclusive program that serves all San Franciscans.

**G4. Transparency with contractors.**

Skip pays its Rangers by the scooter picked up. These rates are clearly displayed in the Ranger app so there are no disputes or hidden fees associated with the pickup and charging of scooters. See G2 (a) for more information.

**G5. Skills and training procedures for staff and contractors.**

In order to fully integrate scooters into the City’s transportation network, recharging and rebalancing activities cannot cause disruptions to the flow of traffic by double parking in the street or blocking bike lanes. During staff training and Ranger onboarding, Skip requires and verifies that all staff and independent contractors have a valid driver’s license. Training for van staff also includes practicing parallel parking in our large Ford Transit vans, and we make sure Staff are confident and comfortable navigating city streets before they are given their first assignment.





We make sure to impart on each and every employee the necessity to park legally at all times and never block bike lanes. Employees who are found to be in violation of these rules are retrained and in the event of continued violation, terminated.

Skip’s MRO facilities focus on actually repairing scooters rather than just putting a new scooter on the street if minor repairs are needed. This also means we must skillfully train our technicians. Skip’s paid training for full-time maintenance technicians is a comprehensive curriculum that takes place over four days. Training includes all the basics around electric motors, batteries, electronics, IoT communications, connectivity, and advanced regenerative braking systems. Through a combination of instructional videos, hands-on training with a manager, and the shadowing of an experienced technician, new technicians become experts on the mechanical and safety aspects of our vehicles. Training continues throughout a technician’s tenure, with random skill audits, simulations, and additional training. Skip’s technicians are required to re-certify their training anytime there is an update to processes.

After training is complete, our skilled techs begin getting hands on experience repairing and maintaining scooters following our standardized repair process. After a scooter is identified as needing maintenance (methods for identification are described in F) and is returned to the MRO it enters the repair workflow and any identified issues are fixed right on site, without having to fly the scooter around the country. Before the scooter can leave the MRO, the entire scooter receives another 45 check by the Outgoing Quality Control team. Lastly, technicians test ride the scooter for outgoing quality control. No Rangers handle such tasks.

**G6. Labor harmony.**

Skip has always maintained thorough staffing plans to create a harmonious workplace for its employees enabling it to avoid any service interruptions due to labor disputes. Skip vows to make reasonable efforts, taking all measures and means, to insure labor harmony in its San Francisco MRO facility. This includes avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor concerns and discord without retaliation tactics. Skip recognizes one of the best ways to ensure labor harmony is to offer card check, should a majority of MRO employees wish to join an NLRB recognized organized labor union.

Employee work hours vary by position type, however Skip adheres to local, state, and federal requirements for all paid and unpaid breaks. Skip also follows all local, state, and federal laws for overtime, offering extra hours to employees that would like them but not requiring additional time out of a normal 8 hour per day, 40 hour per work week schedule. Skip’s hourly employees also accrue paid time off at 120 hours throughout the year dispersed per pay period and accrue sick time one hour per 30 hours worked. Skip also offers full benefits for employees, cover 99% of the cost for medical, dental, and vision insurance. Skip is proud to offer a competitive package for our employees and believes this provides a positive work environment.



**Scooter mechanic, once homeless, says cheap rides now help him pay rent**  
[Published by SF Chronicle](#)



# Community Engagement Plan



As with the SFMTA's own community efforts, Skip's 2018-19 engagement was dominated by laying the groundwork for increased acceptance of scooters as a means of transportation in San Francisco neighborhoods. Skip, original Scoot and the SFMTA had a great divide to close with the entirety of the San Francisco community caused primarily by Bird, Lime and Spin's indiscriminate dumping of scooters without permission and focused only on privileged areas likely to create intense backlash. But close it we did, through extensive and ongoing community outreach that now sets the stage for community engagement that is less about accepting the very presence of scooters here, but more about turning them into real options for all San Franciscans. Skip helped to accomplish this in a number of ways, not only being the genesis of the idea of the first and only scooter Community Advisory Board, but in over 180 different engagements with the community via:

- 1-1 Meetings with Groups
- Presentations / Q & A / Listening Sessions
- Being an approved sponsor at 2019 Outside Lands
- Being a regular fixture at Sunday Streets and other public events
- Presenting Clinics at Public Events
- Being the first operator to hold multiple safety group rides and classes
- Meeting Neighborhood Associations and Merchants Associations
- Partnering with Special Advocacy and Cultural Organizations
- Advocating for Infrastructure Improvements (protected bike lanes)
- Participating in Mayor Breed's Opportunity for All initiative
- Locating our main MRO facility in the Bayview Neighborhood and being a significant employer of local talent
- Participating in the SFMTA Community Meeting with the Company's CEO
- Sourcing Public Feedback & Input (Online & In Person), including on the development of features for Skip S3

As demonstrated by the past year of operation, Skip is committed to engaging with community stakeholders and partnering with local groups. In addition to Skip's stated outreach goals of Equity, Communication, and Education, Skip strives to incorporate the SFMTA's Ten Guiding Principles and Emerging Mobility Framework, and top three community engagement plan goals.

### **Multilingual communications services.**

Community engagement means more than only speaking to people of one background. Skip will add Tagalog literature in addition to English, Spanish and Chinese. This will help us reach a larger subset of people and get them interested in the mobility space. Because we go the extra mile, Skip is also proud to have recently hired a bilingual community engagement director to help build bridges with even more diverse community members. We look forward to continuing to make headway in communities with traditionally underserved transportation options.

### **Communications strategy (service changes).**

Any changes in pricing, service area, vehicles, or operations are communicated to our riders via email and in-app notifications and we will now highlight those changes in the ToS center of our webpage. Changes that impact non-riders are communicated to the public via blog posts, tweets, press releases and community meetings as needed and requested.

In our second year of operation, we will put all service changes, price changes, additional membership programs, and any change to operations on our website in a searchable database include past changes as well. Skip also plans to work closely with the SFMTA for any public transportation outages that will require scooters to be redistributed in areas of need during these emergencies.

### **Community input strategy.**

Skip's Community Advisory Board (CAB) is small (and growing) but mighty. The advisory board, comprised of both riders and non-riders, has helped us craft our thoughtful membership and commute strategies around the City. Though we have converted a couple members from non-riders to riders, what we are most proud of is getting our members to learn to advocate for transportation strategies themselves. One of our members is now a proud bike infrastructure advocate and continues to give us meaningful feedback about our program and his thoughts on micromobility across San Francisco. This is the kind of feedback that brings real, quality change to the entire industry. We hope to double our CAB over the next year.

## **Shared database for feedback concerns and annotated record of engagement efforts.**

Skip regards public feedback as a service provided by community members who seek to help us make our product better. We demonstrate how much we value feedback by taking it into account as much as possible when making decisions about our service, operations, and vehicles.

- Feedback is aggregated and fed to our Product Development Manager, accounting for the level of community concern around each issue.
- We will promptly respond to community concerns and work hard to address questions.
- Suggested community concerns and solutions will contribute to our product road map.

In our second year of operation in San Francisco, we will build more robust systems for tracking community feedback in a searchable log that will be shared with the SFMTA. This log will comprise a new section of the existing log of meetings and outreach which we currently share with the SFMTA. Skip will work with the SFMTA in order to design this log to communicate the information to which the SFMTA wishes to have access, while protecting the privacy of individual citizens whose complaints are sent to us via email or over the phone.

## **Expanded and unique outreach.**

Skip has also formed a partnership with KindSF, a young community group focused on teaching people the power of collective action and caring for your community through small, fun steps, like picking up trash together. We partnered for an event called “Clean Streets // Dirty Beats.” Participants rode Skip’s scooters from the heart of the City to Ocean Beach, where we swapped our scooters for silent disco headphones and trash grabbers. The beach was swept clean of micro plastics (and larger pieces of trash) while participants danced to music from local DJs. We look forward to partnering with this group again for future trash cleanups – because we know that big meaningful change can come in fun packages.

In an effort to bring more business and awareness to less frequented parts of the City, Skip partnered with the San Francisco Planning Department to host urban planners from across the country on a tour of the Dogpatch during the American Planning Association (APA) conference. The tour began with a short lesson from Skip and some practice riding time. Most of the planners on the tour had never ridden a scooter before and were new to micromobility. The scooters allowed the planners to see a wider range sites in the Dogpatch, and introduce them to the joys of micromobility, not to mention the ways in which planners can account for new modes of transport.

## **Community engagement staffing plan and culturally sensitive marketing plan.**

Skip is proud to report the recent hire of a bilingual community engagement director to head our community efforts and help deepen our ties throughout the City with community groups and assist in a stronger culturally sensitive market plan. We will also employ two engagement specialists to ensure we meet the needs of all the communities we serve. Over the past year we have made significant investments through sponsorships and event participation, which we hope to double in the next year of service. When needed, Skip vows to hire multilingual event staff to help interpret or partner with groups like First 5 to rent equipment that will allow headphones with audio translation for those in attendance where English might be their first or preferred language. With a diverse staff in place and a plan to support our new partnerships, we know that we can reach a significant portion of the City, with groups in all of our proposed service territory, from a wide swath of ages, backgrounds, and occupations.

## **Partner ready programs.**

Skip has numerous partner ready programs (mentioned throughout this document) including our partnership with Mayor Breed’s Opportunity for All initiative where interns work a minimum of 80 hours in every facet of the Skip business. Our current interns, Cole and Demaurion, have been a welcomed addition to our team. They have spent time in our Headquarters in the Mission brainstorming community outreach efforts and learning office etiquette and have also spent time in the warehouse getting hands on technician training and becoming familiar with Skip’s 45 point Quality Control process. Skip looks forward to continuing this partnership once Cole and Demaurion both graduate from the program to give new interns an opportunity into our offices.

Over the past year, we partnered with People Protected Bike Lanes and the San Francisco Bike Coalition to help advocate for better bike infrastructure around San Francisco. Specifically, Skip's CEO and co-founders stood in support of a protected bike lane near CalTrain's busy 4th street intersection. We've sponsored numerous events with the bike coalition, and have given away over 4,000 helmets in the City with organizations like the Bike Kitchen to emphasize the importance of wearing a helmet on a bike or a scooter. In addition, we are also a 2018 and 2019 partner of Sunday Streets and are getting ready to complete a full season as a sponsor, not missing one opportunity to reach the community. Lastly, our program with ArtSpan is partner ready and has a scheduled launch date of October 20th (please see Culture and Arts section).

### **Local hiring.**

Along with the Opportunities for All program, Skip coordinates with agencies for reentrance back into the workforce. We have partnered with local veterans' groups such as Shift.org and the Honor Foundation. We are also proud to employ several formerly homeless individuals (see page 35) and are in talks with Mission Hiring Hall to further expand our local hiring practices. We do not believe in exclusive MOUs with local hiring groups because we believe that as many jobs as possible should be filled for anyone qualified for work—whether that is with Skip or another company. The point of job placement is just that so while we actively work with local groups to hire positions open within the company, we do not want to limit the opportunities for anyone actively seeking a job. With our MRO operations centered in the Bayview, nearly 100% of our almost 50 employees are San Francisco residents and have been for a significant portion of their life. This is the type of hiring we want to continue to do to serve San Francisco with San Franciscans.

### **Scooter safety courses.**

Because safety is of the utmost importance to Skip, we also plan to launch Community Days where our trained technicians help tune up personal scooters. We take our job to keep San Francisco streets as safe as possible very seriously and part of that is public safety, which means keeping personal devices that might not go through as rigorous of a Quality Control process safe as well. To do this, once per quarter Skip will schedule appointments for drop offs of personal devices, tune them up and return them in good condition for operation.

Some feedback we've also received is that with an influx of new riders in the bike lane, bike lane etiquette classes are necessary. New riders taking scooters rather than Uber or Lyft rides for short distances are thrilled about their new environmentally friendly mode of transportation, but need some guidelines for operating safely in the bike lane. Our data shows that when riders feel safe in the bike lane, they are more likely to stay off the sidewalk. Bike lane etiquette classes will take place in partnership with the Bike Coalition who have a long track record of teaching unarmored road users how to ride safely on city streets and are aimed to empower novice scooter riders to operate scooters in the bike lane.

Skip will also continue its current successful, hands on safety courses through group rides as well as 1:1 scooter lessons at Sunday Streets. These events have been extremely effective in reaching culturally and age diverse community members.

### **Culture and arts.**

This year, Skip is excited to partner with ArtSpan, which manages SF Open Studios, the oldest and largest open studio program in the country. Through SF Open Studios, over 800 emerging and established San Francisco artists open their studios and creative spaces to the general public. We are excited to support open studios in the Richmond, the Sunset, Cole Valley, West Portal, Ocean View, Excelsior, Balboa Park, Outer Mission, Glen Park, Visitacion Valley, Portola, Bayview, and Islais Creek, by offering subsidized transportation and riding classes for participants in order to make easier to travel from studio to studio, including a Skip-hosted group ride to bring in new supporters to this event. Through this, we will support local artists and this vital arts program by doing what we do best: getting people there.

### **Local small businesses.**

As a company rooted in the cities we serve, Skip is determined to support local small businesses through our service. Through our group rides we offer an opportunity for locals to see the City in a new light. Our groups rides gather between 30-50 people together with a Skip staff member to show how scooters work, what safe riding looks like (bike lane, please!), and to hand out helmets. Our groups rides take riders on new explorations throughout the City and always end at a local legacy business for snacks and exposure for the business. Our next group ride will end at Radio Habana Cuban Restaurant in the Mission. These rides are always free to anyone that would like to participate and are one of the ways we can introduce people to some of the great local businesses that San Francisco has to offer.





Skip has also been in active talks with Sam Jordan’s Bar in the Bayview to sponsor their 60th anniversary celebration. As the oldest African American Bar in San Francisco, this local neighborhood staple has been an important piece of the Bayview for decades and though the event has been postponed a few times, Skip remains ready to sponsor this event when a firm date can be confirmed.

**Accessible vehicles.**

The rollout of an adaptive scooter will allow Skip to be ridden by people with a wider range of physical abilities. The launch and future iterations of this scooter will be done in close collaboration with disability advocacy and support groups, and will center feedback from and collaboration with people with a range of disabilities.

In order to reduce the burden of communication and engagement with all operators in the mobility space, the disability advocacy and support groups identified by the SFMTA, Skip proposes holding a series of disability/adaptive scooter forums in which each permitted operator would be invited to attend and glean feedback. Skip would be happy to serve as the coordinator to these forums, prioritizing the scheduling needs and availability of the disability community, and arranging for all permitted operators to take part in these feedback sessions, so that all operators can develop an effective and people-centered adaptive scooter.

The list of groups identified by the SFMTA, including The Arc San Francisco, DCARA, DeafHope, and the Hearing and Speech Center of Northern California, is comprehensive and will be the first set of groups consulted as we work to set up the adaptive scooter forums.

Additionally, recognizing that the burden of development and feedback for adaptive vehicles should not always fall to disabled members of the public, we will engage one of the disability testing vendors recommended by the SFMTA, such as Helix Opportunity, to rigorously test and provide feedback on our adaptive scooter and other adaptive products as we develop them.



# Como aplicar :



1. Descarga la aplicación y regístrate

2. Visite [skipscooters.com/access/](https://skipscooters.com/access/) para verificar tu calificación

Los pasajeros pueden calificar a través de su comprobación de membresía en cualquiera de los siguientes programas:

- CalFresh (SNAP / EBT)
- PG&E CARE
- SFMTA Lifeline

## No tiene un teléfono inteligente?

Llame al (844) 929-2678 para comenzar y terminar el viaje.

## No tiene una cuenta bancaria?

Utilice una tarjeta prepago de Visa como si fuera una tarjeta de crédito.



# Llegue a su destino por mitad del costo



Conductores de bajo ingreso verificados reciben un descuento del 50%

Eso equivale a Libre para desbloquear + **12.5¢** / minuto\*

\*Se aplican términos y condiciones y restricciones. Requerimientos sujetos a cambio. Ver la pagina web para más detalles.



# Data Sharing End Point





Data sharing end point has been provided.



# Experience and Qualifications



**J1. Qualifications.**

Skip was founded upon a desire to be different, to be a different kind of operator. This was not something discovered at the eleventh hour to gain a permit, or to explain away a merger, but a fundamental part of our company’s DNA from inception. Experience in this City should not be undervalued in the rush to quote statistics about being the biggest or having the most cities. Skip believes that powered scooter share is a marathon, not a sprint. Our initial goal is not to be the biggest, but to be the best San Francisco operator. We shared the gains and losses, the risks and rewards, shared the lessons learned, the problems, and the development workable metrics and expectations with SFMTA and the public as partners. We did so because we share the SFMTA’s strategic goals, as outlined in its April, 2018 strategic plan: create a safer transportation experience for everyone, make sustainable modes of transportation the most attractive and preferred means of travel and to improve the quality of life and environment here.

In the excitement of moving on to a new year, it’s easy to forget the old problems. In April, 2018 our City Attorney remarked that his office received numerous complaints about sidewalks becoming “dumping grounds for commercial scooters” and that he was then “examining all of our legal options to protect the more than 1 million people who use San Francisco’s sidewalks every day.”<sup>1†</sup> Every day, Skip demonstrated a commitment of creating a safe transportation experience. While zero deaths is the most laudable goal, several other operators cannot say it. Skip’s safety record stands up against any operator in the world—in injuries, in claims paid or in the absence of filed dispute resolution matters. All while delivering 1,907,563 rides covering a distance of 2,857,795 miles system wide.

We also helped make our mode of transportation attractive and improved the quality of life here. We met with SFMTA Staff every other week to advance safer and sustainable transportation. We were the first to employ full time employee mechanics and technicians and to create a truly sustainable maintenance and repair operation by not warehousing broken scooters or flying in new ones, but instead repairing them to be safely returned to the streets. We worked diligently to meet the SFMTA’s deadline on lock-to requirements, and endured the decline in engagement and utilization while we worked to educate riders on the new requirements. When the community complained about monopolization of bike racks for scooter parking, Skip helped lead the development of a compromise which resulted in scooters being deployed at a maximum of two scooters per one side of the racks—all the while paying and not contesting high parking fines. We doubled the number of qualified low income plan participants. Skip lead all efforts at improving safety by being the first operator to have group rides and to date has given away 5566 helmets to riders who want them (4400 of which were in San Francisco). We responsibly pulled our fleet or held it back to make essential safety improvements, such as with cages and automated monitoring, until we could feel certain that the public was not at risk. Skip rolled out pop up safety warnings including on topics such as lock to parking, rain alerts, reminders about blocking bike lanes, scooter parking and respecting painted curbs and disabled access ramps. Skip came up with the idea of Scouts, a corps of employees whose mission is to educate riders on legal requirements and to help redistribute mis-parked scooters to permissible areas. Skip was the lone operator to come up with the idea of a community advisory board and since its implementation has had regular meetings to involve the community on matters they would like to see for improvement. We are proud that many of these ideas have been copied by others because it leads to a safer more sustainable system for all users.

SFMTA is well aware of what Skip is capable of doing, and where we need to do better. As are we. Skip struggled to maintain consistent cap in some Communities of Concern and other parts of the City where theft and vandalism were non-starters. All of the operators need closer cooperation by SFMTA on these realities. Mandating an unrealistic quota of scooters in areas where scooters are stolen and vandalism beyond use is not a good enough answer. Skip has doubled down on incentivizing behavior where education alone proved insufficient this year. Thus, we offer a host of incentive-based programs to complement our extensive education and safety rides in the coming year. And, we have delivered on our founding team’s impressive promise to build the next generation of scooter which will be safer, more efficient and more effective.

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<sup>1†</sup> See, <https://www.sfchronicle.com/bayarea/article/New-scooters-in-town-a-hit-with-riders-not-so-12819523.php> (April 9, 2018).



### J2. Other cities of operation and contacts (J)(2)(a)-(h) and (j).

Skip’s experience, however, is not limited to just San Francisco. As the chart below shows, Skip has successfully operated in a number of cities in the United States and enjoys a stellar reputation among regulators in all of them.

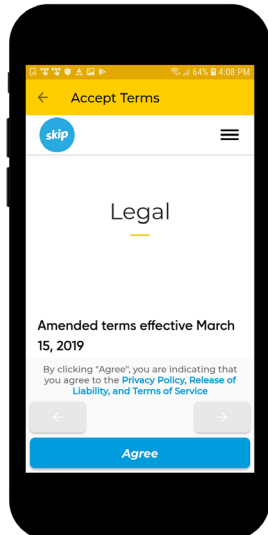
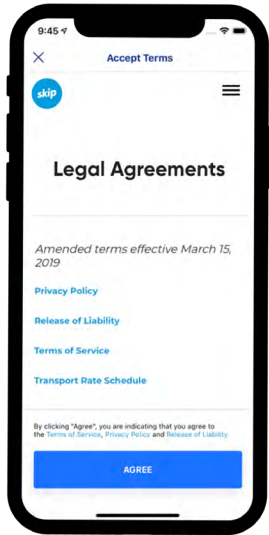
Location	Permit	Dates	Avg. DAV	Trips (6 mo.)	Fees	Citations	Govt. Contact
Washington, DC	Yes	2/28/18 - Present	108	110,467	Yes	0	Sharada Strasmore, DDOT, 202-497-4709 sharada.strasmore@dc.gov
San Francisco, CA	Yes	10/15/18 - Present	454	371,882	Yes	146	Jason Hyde, SFMTA, 415.646.2434 jason.hyde@sfmta.com
Portland, OR	Yes	7/23/18 - 11/20/18	328	128,456	Yes	30	Erika Nebel, PBOT, 503-823-8726 erika.nebel@portlandoregon.gov
Long Beach, CA	Yes	7/18 - 1/31/19	29	4,897	Yes	0	Tony Cruz, City of Long Beach 562-209-8648 tony.cruz@longbeach.gov
Arlington, VA	MOA	2/13/19 - Present	228	48,454	Yes	0	Zack DesJardins, Arlington County 703-587-8392 zack@metrobike.net
Alexandria, VA	MOA	4/4/19 - Present	84	13,437	Yes	0	Christine E. Mayeur, City of Alexandria (703) 746-4190 christine.mayeur@alexandriava.gov
Austin, TX	Yes	6/24/19 - Present	492	14,737	Yes	2	Shannon Brown, City of Austin 512-974-2074 shannon.brown@austintexas.gov
San Diego, CA	Yes	7/1/19 - Present	914	13,787	Yes	241	Raquel Torres, City of San Diego (619) 446-5254 rtorres@sandiego.gov

### J3. Information regarding suspensions (J)(2)(i).

SFMTA is aware, Skip endured two suspensions in Washington D.C. related to physical damage and inconsistent handling of batteries removed and designated for disposal. Instead of lobbying, we used the time to hire experts, to totally revamp our procedures and to develop unsurpassed handling procedures. We emerged from those suspensions (and our own voluntary ones) as an even better trustee of the public safety and we welcome inquiries with regulators there.

A large white circle containing the letter 'K' in a bold, blue, sans-serif font, positioned to the left of the main title.

# Privacy Policy, User Agreements and Terms of Service



**SKIP TERMS OF SERVICE**  
**Effective Date: September 7, 2018**

**PLEASE READ THIS ENTIRE AGREEMENT. IT IS A CONTRACT BETWEEN YOU AND SKIP TRANSPORT, INC. DBA SKIP, ITS PREDECESSORS, SUCCESSORS, AFFILATES AND SUBSIDIARIES (“SKIP”) AND GOVERNS YOUR ACCESS TO AND USE OF ANY AND ALL PRODUCTS AND SERVICES THAT SKIP PROVIDES. ANY AND ALL USE OF SKIP’S PRODUCTS AND SERVICES, INCLUDING ACCESS OF OR USE OF SCOOTERS, OR ACCESS TO THE WEBSITE OR ACCESS TO THE MOBILE APPLICATION, AND/OR ANY PRODUCT OR SERVICE RELATED TO USE OF ITS SCOOTERS, IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, WE WILL BE SORRY TO SEE YOU GO, BUT YOU CANNOT CREATE OR MAINTAIN A SKIP ACCOUNT, AND CANNOT ACCESS OR USE ANY OF SKIP’S SERVICES. IN THAT EVENT, YOUR ONLY REMEDY IS TO IMMEDIATELY STOP USING THE SERVICES, THE WEBSITE, OR THE MOBILE APPLICATION.**

**SECTION 14 OF THIS AGREEMENT REQUIRES THAT ALL DISPUTES BE RESOVLED INDIVIDUALLY BY BINDING ARBITRATION. IT ALSO INCLUDES A CLASS ACTION WAIVER. SECTION 14, THEREFORE, AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY. YOU HAVE A RIGHT TO OPT-OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN THE “BINDING INDIVIDUAL ARBITRATION” SECTION.**

**SECTION 12 OF THIS AGREEMENT LIMITS SKIP’S LIABILITY AND DISCLAIMS WARRANTIES. IT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.**

**1. WELCOME TO SKIP**

We are Skip Transport, Inc. dba Skip, together with our predecessors, successors, subsidiaries, affiliates and related entities (hereafter “Skip”), and we provide dockless electric scooters for short-trip transportation (“Scooters”), as well as equipment and services that relate to or concern the rental or use of our Scooters. We do this through our website located at <http://www.skipscooters.com> and through our mobile application (“App”), which may be available through certain third party marketplaces. For ease of reference, we refer to the Skip website and App, including all of the features or services relating to them, the Scooters and any product or service related to the use of the Scooters that we provide to you as the “Skip Services.” Skip owns all Skip Services and you do not, by this Agreement or otherwise, acquire any ownership rights in the Scooters or any other Skip Services.

**2. SCOPE OF AGREEMENT**

This Agreement governs all aspects of the relationship between you and Skip and expressly includes any and all use of the Skip Services. Before you can use any of the Skip Services, you must agree to all of the terms and conditions set forth in this Skip Terms of Service (the “Agreement”). If you do not agree to all of the terms and conditions set forth herein, you may not use any of the Skip Services. By using the Skip Services, you acknowledge that you have read, understand, and agree to be bound by this Agreement. If you have any questions regarding this Agreement or the Skip Services, please contact Skip at [support@skipscooters.com](mailto:support@skipscooters.com).



This Agreement incorporates by reference documents that affect your rights, and you should read them carefully: This Agreement expressly incorporates by this reference: (i) the Skip Privacy Policy, located at [www.skipscooters.com/privacy](http://www.skipscooters.com/privacy); and (ii) The Skip Release of Liability, located at [www.skipscooters.com/release](http://www.skipscooters.com/release). If you want to earn extra money helping Skip keep Scooters on the streets through charging and deployment, then you can become a Skip Ranger, but you must first agree to the terms of the Ranger Agreement, located at [www.skipscooters.com/Rangerterms](http://www.skipscooters.com/Rangerterms). Unlike the Privacy Policy and Release of Liability, you do not have to agree to the Ranger Agreement in order to use the Skip Services; it is only required if you decide to earn extra money through charging and deployment of Scooters.

### **3. MODIFICATIONS**

Skip reserves the right, in its sole discretion, to modify this Agreement and any of its terms, and any other documents incorporated by reference herein, at any time. If we do, we will notify you of changes by posting them on the Terms pages on the Skip Services by sending you a message through the Skip App, by SMS if you authorize us to do so, or by any other appropriate means. Amendments will become effective the day they are posted for new users, and thirty (30) days after they are posted on the Skip Website for existing account holders. Any use of Skip Services after the expiration of the thirty (30) day notice period shall constitute your consent to the changes. If you do not agree to the revised Terms, including as amended from time-to-time, we will be sad to see you go, but your only recourse is to stop using the Skip Services.

### **4. ELIGIBILITY AND USE OF THE SKIP SERVICES**

Access to and use of the Skip Services is available only to individuals who are at least 18 years old and who can form legally binding contracts under applicable law. By accessing or using the Skip Services, you represent and warrant that you are eligible and have the capacity to enter into contracts.

You understand and agree that you are a user of Skip Services, and that you are not a Skip employee, joint venturer, partner, or agent. You acknowledge and agree that Skip does not control, and has no right to control, you or other third parties with whom you may come into contact while using the Skip Services, including but not limited to pedestrians, bikers, other Skip Scooter riders, or other vehicles.

While Skip may attempt to verify age where required by law or to enforce this Agreement, it does not currently conduct identity verification or background investigations (including criminal background). Skip does not attempt to verify the statements made by users of Skip's Services. Skip reserves the right, but not the obligation, as permitted by applicable law, to obtain reports from authorized third party vendors that may be based on publicly available information, which may include history of criminal convictions or sex offender registry registration, and Skip may, in its sole discretion, limit, block, suspend, deactivate, or cancel your Skip account based on the results of such a check. By using Skip Services, including the Scooters, you expressly authorize us to use your identifying information, such as your full name and date of birth, to obtain such reports from third party vendors should Skip determine to perform such verifications or checks using publicly available sources. Any use of your personal information will be consistent with the terms of our Privacy Policy.

### **5. ACCOUNT REGISTRATION AND OTHER SUBMISSIONS**

Users may access limited parts of the Skip Services, such as its website, without registering for an account. To access and participate in certain Skip Services, however, including without limitation, to renting, unlocking and locking a Scooter, Users must create a password-protected account (a "Skip Account"). Users may register for a Skip Account using an email address and phone number and creating a secure password, or if we make such features and functionalities available, through certain third party social networking sites by using existing login credentials and passwords for sites such as Facebook or Google (your "TNS Password"). You agree to provide accurate, current, and complete information during the registration process and at all other times when you use the Skip Services. You also agree to update your information at all times to keep it accurate, current, and complete. You are solely responsible for safeguarding your Skip password and, if applicable, your TNS Password. You are also solely responsible for all activity that occurs on your Skip Account, and you agree to notify Skip immediately of any suspected unauthorized use. To the maximum extent allowed by law, Skip is not liable for any losses by any party caused by unauthorized use of your Skip Account. You also agree that: (i) you may register for only one account at any point in time, (ii) Skip Accounts may not be transferred to any other person or entity, and (iii) all rights to your Skip Account terminate upon death. Upon receipt of a certified copy of a death certificate, your Skip Account may be terminated and its contents (if any) permanently deleted.

## 6. MESSAGING, SMS OR TEXT MESSAGES

By creating a Skip Account, you agree that Skip may send you text (SMS) messages and/or email messages as part of the normal business operation and your use of the Skip Services or Skip Services. Such uses include, without limitation, to provide you with information you requested from Skip, to let you know about features, functions, improvements or changes to the Skip Services, or other aspects of your Skip Account. These text (SMS) messages and/or email addresses may be automated or non-automated, and while Skip does not charge you to send or receive such messages, other message and data rates may still apply by your carrier or other provider. You may opt-out of receiving text (SMS) messages and/or email messages from Skip at any time by contacting our team at support@skipscooters.com though we may still send you messages that are required for the proper functioning of the Skip Services. If you do not wish to receive any messages from Skip, you must terminate your Skip Account and cease using the Skip Services. You acknowledge that opting out of receiving text (SMS) and/or email messages may impact your use of and ability to fully use the Skip Services.

## 7. YOUR LICENSE TO USE THE SKIP SERVICES

Subject to your continuing compliance with these Terms, Skip grants you a limited, non-exclusive, revocable, nontransferable, and non-sublicensable license to reproduce and display content (excluding any software source code) solely for your personal and non-commercial use and only in connection with your access to and participation in the Skip Services. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Skip Services or any content contained on the website of App, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Skip or its licensors, except for the licenses and rights expressly granted in these Terms.

## 8. PROHIBITED CONDUCT

While using any Skip Services, you agree that you shall not:

- Impersonate any person or entity.
- Solicit money from any other user of Skip Services, including any rider.
- “Stalk” or otherwise harass any person.
- Express or imply that any statements you make are endorsed by Skip without our specific prior written consent.
- Directly or indirectly, for yourself, other Users or through other persons, conceal the identity, source, or destination of any illegally gained money or products.
- Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” download, or in any way reproduce or circumvent the navigational structure, presentation, or
- Other data or information displayed or accessible on the Skip website or App, including but not limited to, the location or status of Skip Scooters.
- Collect user names and/or email addresses of other Skip users or riders by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Skip website or App.
- Interfere with or disrupt the Skip Services or the servers or networks connected to the Skip Services, including the website and App.
- Email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any Skip computer software or hardware or telecommunications equipment.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Skip Services (either directly or indirectly through use of third party software).
- “Frame” or “mirror” any part of the Skip Services without Skip’s prior written authorization.
- Use meta tags or code or other devices containing any reference to Skip, the Skip Services (or any of Skip’s trademarks, trade names, service marks, logos or slogans) to direct any person to any other website for any purpose.
- Modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Skip Services or any software used on or for the Skip Services, or cause others to do so.
- Post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Skip Services other than solely in connection with your use of the Service in accordance with this Agreement.
- Undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Skip Services, or that is intended to promote or has the effect of engaging in illegal activities, fraud, or that is defamatory, libelous or otherwise objectionable.
- Directly or indirectly promote racism, bigotry, hatred or physical harm of any kind against any group or individual.

- Directly or indirectly request money from, or otherwise defraud, other Skip Services users.
- Engage in any conduct that involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming” (or “spimming”, “phishing”, “trolling” or similar activities) to Skip or Skip users.
- Take video, audio, photographs, or images of another Skip user without his or her permission (or in the case of a minor, the minor’s legal guardian).
- Take any action that may undermine the efficacy or accuracy of reviews or ratings systems maintained by Skip.
- Provide instructional information about illegal activities including how to damage Skip property or Scooters or the property of other Skip users.
- Impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity.
- Provide information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information).
- Solicit passwords or personal identifying information for commercial, fraudulent or unlawful purposes from other users or disseminate another person’s personal information without his or her permission.
- Publicize or promote commercial activities and/or sales such as contests, sweepstakes, barter, advertising, and pyramid schemes, without our prior written consent.
- Attempt to indirectly engage in any of the above-listed conduct.

## 9. RENTAL AND PERMISSIBLE USE OF SCOOTERS

By accessing or using the Skip Services, including our scooters, you agree that:

**You are the only authorized rider.** You and Skip are the only parties to this Agreement and you are therefore are the only authorized rider of a Scooter that is rented through your account. Permitting another person to use any Skip Scooter or Skip Services obtained through your account is prohibited and constitutes a material breach of this Agreement. You understand and acknowledge that you alone are responsible for complying with the terms of this Agreement and that you alone are responsible for any damage resulting from the use of any Scooter that is rented through your account and/or the breach of any provision of this Agreement.

**You Must Be 18 Years Old.** You must be at least 18 years old to use the Skip Services or to ride a Scooter. By entering into this Agreement, you represent and certify that you are at least 18 years old.

**You Must Use Our App to Use a Scooter.** Unless we make our Skip Services available elsewhere, Skip’s Services are provided only through the Skip App. Unless you use our non-smart phone options, you must have access to a mobile device that is compatible with our App. and the Scooters in order to use the Skip Services. You are responsible for obtaining, at your own expense, such mobile device and all other equipment and services needed to access the Skip Services. You understand and agree that your wireless carrier may charge certain fees (including fees for data, text messaging, and other wireless access or communications services). Skip does not guarantee that the Mobile App can be accessed through all mobile devices or service plans or in all geographic locations. If you have questions about accessing Skip Scooters or the Skip Services via a non-smart phone option, please contact us at [support@skipscooters.com](mailto:support@skipscooters.com).

**You Must Operate the Scooter Safely.** You represent and warrant that you have sufficient knowledge to operate a Scooter safely and that you are physically capable of operating an electric scooter safely without any risk to the health and safety of Yourself or others. By choosing to operate a Scooter, you assume all responsibility and risk for all medical conditions that may interfere with your safe operation of a Scooter and and/or all risk of injuries to Yourself or others. You agree as a condition of accessing Skip Scooters and the Skip Services to confirm that you have viewed and agree to all of the Skip University training materials, including the training cards and other portions of the Skip Services.

**You Must Abide By All Applicable Laws.** You represent and warrant that you are familiar with all laws applicable to operating a Scooter, including helmet, traffic laws and other laws, and that you will fully comply with those laws while you are operating, riding, parking and/or charging a Scooter. In certain jurisdictions, You must wear a helmet whether one is made available to you by Skip or not.

**No Guarantee of Availability.** Unless we provide reservation services, use of a Scooter or any Skip Services is subject to availability at a given location on a first-come, first-served basis. Due to the nature of the Skip Service, Skip cannot and does not guarantee that Scooters will be available at any given location or at any given time.

**Skip Will Track Your Movements When the Mobile Application is Running.** Skip requires information regarding your location and the location of its Scooters in order to provide the Skip Services. Skip will therefore track your location when its App is running on your phone, to the extent permitted by law and our Privacy Policy. Further details on the App's tracking capabilities and functions are included in Skip's Privacy Policy, found at [www.skipscooters.com/privacy](http://www.skipscooters.com/privacy). Please refer to the Privacy Policy or email us at [support@skipscooters.com](mailto:support@skipscooters.com) for any questions about how we use location information.

**Scooters and Related Equipment are Provided "As-Is."** Scooters are provided on an "as-is" basis. You are responsible for inspecting a Scooter and any related materials that Skip provides to you, such as helmets, locks, etc. to ensure that they are in good working condition prior to using them. If you find that any Scooter or related materials are not in good working condition, you must inform Skip promptly via our toll free number, 844-929-2687 or via the Website or our App.

**You must return and secure the Scooter in clean and in good working condition after Your trip.** You must notify Skip immediately if a Scooter malfunctions, is damaged or is stolen.

**You Must Inspect the Scooter Prior to Using It.** Prior to taking possession of a Scooter, you must inspect the Scooter for evidence of damage and disrepair. If you discover any damage or disrepair, then you must notify Skip immediately to avoid being held responsible for such damage or disrepair. If you fail to report any evidence of damage or disrepair prior to using the Scooter, then you may be liable for the cost of repairing the Scooter. For your own safety, you are prohibited from operating a Scooter if any of the following equipment is not in good working order: throttle, brakes, tires, and lights.

**Responsibility for Charges and Costs.** You are responsible for all charges and costs incurred, as well as any damage to the Scooter from the time you activate a Scooter until the time you return and secure it.

**Traffic Violations.** You are responsible for all traffic, moving and parking violations. You must notify Skip of any traffic violations, tickets or fines as soon as reasonably possible, but in any event before a response or payment is required. If you fail to pay a fine and Skip pays it instead, you agree that Skip may obtain reimbursement by charging the payment method that you have on file.

## 10. PROHIBITED USES OF THE SCOOTER

You agree that the following conduct relating to Scooters is prohibited:

- Using a Scooter in connection with a criminal act;
- Using a Scooter with the intent to destroy public or private property or to cause injury or damage to persons or private property;
- Using a Scooter with passengers or more than one person;
- Placing any bags or other tangible things on the handlebars which interferes with the proper and safe operation of a Scooter;
- Failing to yield to pedestrians on the public right of way;
- Parking a Scooter in any area that is prohibited by law or which interferes with the public use of public right of way;
- Parking a Scooter in private areas without the permission of the owner or authorized representative of the private property;
- Taking a Scooter out of a public areas, for example, taking a Scooter into a building or other structure without our express permission;
- Interfering or attempting to interfere, either directly or indirectly, with a Scooter's GPS, wireless or other technology;
- Removing or attempting to remove any Skip system designed to track Scooter location or ride duration;
- Attempting to or riding a Scooter without payment through any device, scheme or artifice;
- Using a Scooter to propel or tow any vehicle, trailer, or other object;
- Using a Scooter to transport animals of any kind or nature or any other persons;
- Using a Scooter to in any type of race, competition or to perform tricks;
- Using a Scooter while under the influence of drugs, alcohol, medication or any other substance capable of interfering with your judgment, reflexes or safe use of the Scooter;
- Using a Scooter in a negligent or abusive manner or in a manner that is outside the scope of a Scooter's ordinary and intended functionality and purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred);
- Using a Scooter in inclement weather, including heavy rain, snow, electrical storms or strong wind, which make it more dangerous to operate a Scooter;

- Using a Scooter to while texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the Scooter that may distract from driving safely;
- Carrying any briefcase, backpack, bag or other item if that item impedes your ability to operate the Scooter safely;
- Using any lock on a Scooter other than the lock that skip provides to you;
- Using a Scooter in violation of any law;
- The foregoing list is not intended to be exhaustive and Skip expressly retains discretion to prohibit any unreasonable, unlawful or inappropriate use of a Scooter.

## 11. FEES AND PAYMENT

**11.1. Published Fee Schedule.** Skip's Rate Schedule, which sets forth the fees and charges associated with our Skip Services, is published on Skip's website at <http://www.skipscooters.com/>, and is also accessible through the Skip App. The Rate Schedule is incorporated herein by this reference and you agree to pay the published fees and charges. Skip may alter, amend or make changes to the Rate Schedule at any time and will provide notice of such changes on the Skip website and App.

**11.2. Payment Services.** Skip may restrict the availability of payment services, or any aspect or feature of payment services, to perform maintenance of systems to help ensure the proper functioning of the system or to improve, enhance, modify, suspend or terminate any payment service, or to introduce new or additional services at any time, including through additional third parties. The payment-related services may contain links to certain third-party websites, applications, services or resources ("Third Party Services"). Any Third-Party Services are subject to different terms or conditions and privacy policies created or controlled by those Third-Party providers and not Skip, and you should review them carefully and independently. Skip is not responsible for or liable for the availability, accuracy, reliability or anything related to Third-Party Services, including the content thereon. Links or other access to information of Third-Party Service providers shall not constitute an endorsement by Skip of such providers or their services.

**11.3. Compliance with Law.** You may not use Skip's payment related services except as authorized by the laws of the United States of America, the laws of the jurisdiction where you reside, and any other applicable laws. Specifically, but not by way of limitation, Skip's payment related services may not be used to send or receive funds or currency into (i) any United States embargoed countries; (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's list of Denied Persons List or Entry List. By agreeing to these Terms, by accessing and/or using the Skip Services, you further represent and warrant that (i) neither you nor the subject of your transaction (e.g., items, goods, products, services, tangible or intangible things) are located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a "terrorist supporting" country; and (ii) that you are not listed on any United States Government list of prohibited or restricted parties.

**11.4. Payment Processing Services.** Payment processing services, which are a key feature of the Skip Services, are currently provided by Stripe, and where applicable, may include money transmission services pursuant to licenses or other regulatory approvals held by Stripe. Payment processing services provided by Stripe are subject to the Stripe Connected Account Agreement, which includes the Stripe Services Agreement. By agreeing to these terms in this Agreement or by accessing, searching or using the Skip Services or your Skip Account, you agree to be bound by the Stripe Connected Account Agreement and the Stripe Services Agreement, as they may be amended or modified from time-to-time by Stripe. Skip's provision of any payment processing services through Stripe is subject to, and conditioned upon, your agreement to provide Skip up-to-date, accurate, and complete information relating to you and your payment instrument(s) and you expressly authorize Skip to share this information and transaction-related information relating to your use of payment related services with Stripe. Skip reserves the right to provide payment processing services through other third party vendors, and if it choose to do so, will provide notice to you via the Skip website, APP, SMS Text Message and/or through another method.

**11.5. Payment Methods.** Acceptable forms of payment are also published on Skip's Website and in the Mobile Application. You are required to authorize a form of payment that is acceptable to Skip when you create your account and may be asked to provide Skip with a credit card number from a card issuer that Skip accepts, ApplePay, an eCard or other non-credit card option, in order to activate and/or pay for any fees related to the Skip Services. You agree that Skip is authorized to charge your selected payment method for any payments and any other sum that you owe to Skip as a result of your use of a Scooter which includes but is not limited to unreported damage or repairs that are necessary as a result of your use of a Skip Scooter. You further agree that Skip is authorized to seek pre-authorization of any charge to any credit card that you provide as a payment method for using the Services.





**11.6. No Refunds.** Skip adheres to a strict no refund policy. All published fees and charges are final and nonrefundable.

**11.7. Disputed Charges.** You agree to notify Skip in writing of any billing dispute within 30 days of the date upon which your credit card is charged. Failure to do so will result in the charge being final, binding and collectable.

**11.8. Delinquent Accounts.** Any User Account which is delinquent will be suspended or terminated solely at Skip's discretion. Any credit card or other payment method which is rejected may result in suspension or termination of your account in Skip's sole discretion. The User must notify Skip in the event of the credit card or payment method on record being changed, expiring, or being no longer valid and replace it with a valid payment method. Skip may seek third party assistance with unpaid or delinquent accounts if the you do not pay outstanding charges.

**12. ASSUMPTION OF RISK, RELEASES, DISCLAIMERS OF WARRANTY**

THIS SECTION CONTAINS PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

**12.1. ASSUMPTION OF RISK**

You acknowledge and agree that riding a Scooter and use of the Skip Services s is an inherently dangerous activity that involves both obvious and non-obvious risks of physical harm, including the risk of death to you and others, as well as damage to property, and that these types of risks can be unforeseeable and sometimes cannot be avoided. *You are solely responsible for any and all injury or damage caused by your use of a Scooter, the Skip Services and/or any related equipment or services that are a part of, relate to or concern your use of a Scooter, regardless of whether the injury or damage is caused to Yourself or to others.* You therefore assume full and complete responsibility for your use of a Skip Scooter or the Skip Services and agree that Skip is not responsible for any injury, damage, harm or cost that you cause that is related to or arises out of your use of a Skip Scooter, the Skip Services and/or any equipment or services that are a part of, relate to or concern your use of a Scooter or the Skip Services including damage to the Scooter itself.

**12.2. LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SKIP SERVICES OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A SCOOTER OR THE SKIP SERVICES, REMAINS WITH YOU. NEITHER SKIP NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SKIP SERVICES, INCLUDING THE SCOOTERS, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THIS AGREEMENT; (II) THE USE OF OR INABILITY TO USE THE SKIP SERVICES AND/OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A SCOOTER; (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE SKIP SERVICES; (IV) ANY AND ALL USES OF THE SKIP SERVICES INCLUDING THE WEBSITE, MOBILE APPLICATION, PRODUCTS AND SERVICES (INCLUDING THE SCOOTERS) AND/OR (V) YOUR MISCONDUCT OR NEGLIGENT USE OF THE SKIP SERVICES INCLUDING THE SCOOTERS, OR THE NEGLIGENCE OR MISCONDUCT OF A THIRD PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SKIP HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL SKIP'S AGGREGATE LIABILITY ARISING OUT OF, RELATING TO YOUR RELATIONSHIP WITH SKIP, THIS AGREEMENT, YOUR USE OF THE SKIP SERVICES OR ANYTHING RELATING TO OR CONCERNING YOUR USE OF A SCOOTER, EXCEED THE AMOUNTS YOU HAVE PAID TO SKIP IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENT HAS BEEN MADE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SKIP AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.



### 12.3. DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

SKIP'S WEBSITE AND MOBILE APPLICATION, ALL OF THE SERVICES, SCOOTERS AND ANYTHING RELATING TO YOUR USE OF A SCOOTER ARE PROVIDED ON "AS-IS" AND "AS AVAILABLE" AND YOU USE THEM SOLELY AT YOUR OWN RISK. SKIP DOES NOT REPRESENT OR WARRANT THE FUNCTIONALITY OF ANY SCOOTER, ANY SKIP SERVICE OR THAT ANY SCOOTER OR ANYTHING RELATING TO YOUR USE OF A SCOOTER WILL BE IN GOOD REPAIR OR ERROR-FREE OR FREE FROM DELAYS, DEFECTS, OMISSIONS, INTERRUPTIONS OR INACCURACIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, SKIP DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES. 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.

12.4. **RELEASE OF LIABILITY.** YOU ARE REQUIRED TO SIGN A SEPARATE "RELEASE OF LIABILITY" AS A CONDITION OF CREATING A SKIP ACCOUNT AND USING THE SKIP SERVICES. The Release of Liability is incorporated into this Agreement by this reference as if it were set forth fully herein.

12.5. **Indemnification.** You agree to indemnify and hold Skip, its predecessors, successors, subsidiaries, affiliates, and each of its directors, shareholders, investors, employees and authorized agents harmless from and against all third-party claims arising out of or in any way relating to any injury, illness, death or loss of or damage to property allegedly suffered as a result of your use of the Skip Services including the Scooters or anything that relates to or concerns your use of Skip Services, including the Scooters.

## 13. TERM AND TERMINATION

**13.1. Term.** This Agreement shall be in force until terminated as described below or as otherwise provided in this Agreement.

**13.2. Termination by You.** You may terminate this Agreement at any time without cause upon one-week written notice to Skip. In order to be effective, your notice of termination must be in writing and sent to Skip by email to support@skipscooters.com.

### 13.3. Termination by Skip.

**A. Without Cause.** Skip may terminate this Agreement at any time, without cause, upon one-week written notice to you. Upon termination, your account will be permanently deleted.

**B. With Cause.** Skip may immediately terminate this Agreement and, consequently, your account, if you have breached any term of this Agreement.

**13.4. Return of Property Upon Account Termination.** If your account is terminated, you will immediately return any Scooter, or other property of Skip that you have in your possession. You will be charged for the value of any property of Skip that you fail to return as well as all costs (including attorneys' fees and costs) that Skip incurs in attempting to recover its property from you.

**13.5. Account Suspension or Termination.** Skip may, in its sole discretion, with or without cause, with or without prior notice to you and at any time, decide to limit, block, suspend, deactivate or cancel your Skip Account or your access to the Skip Services in whole or in part. If we exercise our discretion under this Agreement to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Skip Services or receive assistance from Skip support teams; and (b) if appropriate in our sole discretion, we may communicate to other Users or third parties that your Account has been terminated, blocked, suspended, deactivated, or cancelled, and why this action has been taken.

## 14. DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

**14.1. Definition of “Disputes” That Are Subject to Binding Arbitration.** The provisions set forth in this Section 14 govern the process for resolving all “Disputes” between you and Skip. For purpose of this Section 14, the term “Dispute” means any dispute, claim, or controversy between you and Skip, regardless of when it accrued, that refers to, relates to or in any way involves your use of a Scooter and/or the Skip Services regardless of whether the Dispute is based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or on any other legal or equitable theory. “Dispute” also includes a dispute between you and Skip regarding the validity, enforceability or scope of this “DISPUTE RESOLUTION AND ARBITRATION AGREEMENT ” section and you expressly agree that any Dispute regarding the enforceability, validity or scope of this “DISPUTE RESOLUTION AND ARBITRATION AGREEMENT ” will be resolved exclusively by the arbitrator and not a court (with the exception of the enforceability of the Class Action Waiver clause below). The term “Dispute” is to be given the broadest possible meaning that will be enforced, encompasses all Disputes regardless of when they accrued and is therefore expressly intended to be retroactive. If you have a Dispute with Skip or any of its officers, directors, employees and/or agents that cannot be resolved through negotiation within the time frame set forth in the “Pre-Arbitration Dispute Resolution” process described below, then you and Skip agree to seek resolution of the Dispute only through final and binding arbitration of that Dispute in accordance with the terms of this Section. Accordingly, by entering into this Agreement, you are expressly agreeing to arbitrate all Disputes and are affirmatively waiving your right to litigate any Dispute in court, except for those matters listed below in the “Exclusions from Arbitration” clause. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

**14.2. Agreement to Arbitrate.** You and Skip agree that with the exception of the Class Waiver in Section 14.9 below, any Dispute as defined above shall be settled by final and binding arbitration (the “Arbitration Agreement”) by JAMS pursuant to its Streamlined Arbitration rules and Procedures and the JAMS Consumer Minimum Standards which are available on JAMS’ website: [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 1-800-352-5267 and requesting a copy. Note that with the exception of the Class Waiver as set forth below, any issue raised regarding the enforceability, applicability or scope of this Arbitration Agreement is a “Dispute” as defined above and therefore must be resolved by the arbitrator and not a court. Either party may initiate arbitration under JAMS by filling out a form entitled Demand for Arbitration and filing that form with JAMS pursuant to the instructions on their website. The Demand for Arbitration form is available online at [www.jamsadr.com](http://www.jamsadr.com). click “ADR Services,” then “ADR Forms” to obtain a copy.

**14.3. Exceptions to Arbitration Agreement.** You and Skip agree that the only claims that are exempt from the final and binding arbitration are: (i) claims related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) claims seeking emergency injunctive relief based on exigent circumstances and (iii) matters that fall within the jurisdiction of the applicable small claims court.

**14.4. Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 14, including its procedural rules. To the extent that any provision of the Federal Arbitration Act conflicts in any way with any California substantive or procedural law, the provisions of the Federal Arbitration Act will control. The arbitration will be administered by JAMS in accordance with its Streamlined Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards and/or other JAMS arbitration rules determined to be applicable by JAMS (the “JAMS Rules “) then in effect, except as modified below. The JAMS Rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 1-800-352-5267.

**14.5. Modification to JAMS Rules.** You and Skip agree that the JAMS Rules shall be modified as follows:

**a. Arbitration Hearing/Location.** In order to make the arbitration most convenient to you, Skip agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and Skip both agree; (d) via phone or video conference; or (e) solely on the submission of documents. Any Demand for Arbitration in which the Claimant demand \$75,000 or less shall be a desk arbitration and conducted solely based on the submission of documents to the arbitrator.

**b. Attorney’s Fees and Costs.** If you are the claimant and you are able to demonstrate that paying the JAMS filing fee creates a hardship for you, then Skip agrees to reimburse you for the cost of filing. Skip further agrees to reimburse you for the balance of any initial filing fee required by JAMS in excess of \$200 for claims of \$75,000 or less, regardless of hardship. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the JAMS Rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Skip agrees that it will not seek, and hereby waives all rights it may have under applicable law or the JAMS Rules, to recover attorneys’ fees and expenses if it prevails in arbitration.

**14.6. Arbitrator’s Decision.** The arbitrator is required to follow applicable law in rendering his or her decision. The arbitrator is authorized to award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant’s individual claim when such relief is allowed by law. The arbitrator is not empowered to award any damages prohibited by the parties in this Agreement.

**14.7. Confidentiality.** You and Skip agree that all proceedings before the arbitrator are to be confidential. This confidentiality provision governs all aspects of the arbitration including documents exchanged and submitted, all testimony, all briefing and all communications made between us or between either of us and the arbitrator. The only exception to this paragraph is court filings necessary to confirm an arbitration order.

**14.8. Jury Trial Waiver.** You and Skip acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

**14.9. No Class Actions or Representative Proceedings.** You and Skip acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative or collective proceeding as to all Disputes. Further, unless you and Skip both agree otherwise in writing, the arbitrator may not consolidate more than one party’s claims and may not otherwise preside over any form of any class or representative proceeding. Notwithstanding any other provision of this Agreement or the JAMS Rules, disputes regarding the revocability, validity or enforceability 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 all or part of the Class Action Waiver is unenforceable, the class, collective or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

**14.10. Right to Opt-Out of Binding Arbitration and Class Action Waiver.** If You do not wish to be bound by the binding arbitration and class action waiver in this Arbitration Agreement, You must send written notice addressed to the Skip Legal Department (Arbitration) within thirty (30) days of the date you accept this Agreement, unless a longer period is required by applicable law. Your written notification must include: (i) your name (ii) your address, (iii) any unique Skip Account Identification such as your user name and (iv) a clear statement that you do not desire to resolve disputes with Skip through arbitration. You must send your notification either by physical mail or by email. If by physical mail, you must send to 501-535 Alabama Street, San Francisco, CA 94110 ATTN: Skip Legal/Arbitration. If you send notification via email, you must send it to [arbitration@skipscooters.com](mailto:arbitration@skipscooters.com) and your email must contain the words “Arbitration Opt-Out” in the Subject Line.

**14.11. Severability.** Except for the class action waiver, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect. If the class action waiver is found to be illegal or unenforceable, then the entirety of this Section 14 shall be severed from the Agreement.

**14.12. Modifications to this Arbitration Agreement.** If Skip changes this Section 14 after the date you last accepted this Agreement (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Skip’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Skip in accordance with the provisions of the “Dispute Resolution and Arbitration Charger Agreement” section that was in effect of the as of the date you last accepted these Terms.

**14.13. Survival.** The arbitration agreement contained in this Section 14 will survive the termination of this Agreement and will continue to apply even if you subsequently stop using the Skip Services and/or your Skip Account is terminated.

## 15. FEEDBACK

By sending Skip any feedback, comments, questions, or suggestions concerning Skip or Skip Services (collectively, “Feedback”) you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, sublicense or otherwise exploit

the Feedback, and (iv) irrevocably waive, and cause to be waived, against Skip and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Skip Account or termination of the Skip Services, if any.

## **16. MISCELLANEOUS PROVISIONS**

### **16.1. Choice of Law; Venue**

Any dispute that arises out of or relates to this Agreement or the breach thereof that is not governed by the mandatory arbitration agreement set forth in Section 14, above, shall be governed by the law of the State of California without regard to or application of choice of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in California for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. For any action not subject to mandatory arbitration pursuant to Section 14 above, the prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

### **16.2. Notices**

You must provide any notice required in accordance with this Agreement via your Account or the following email address: support@skipscooters.com, except in cases where this Agreement directs communications to a more specific email address (e.g., arbitration@skipscooters.com). Skip's routine communications regarding the Skip Services and any legal notices will be sent to you either electronically (via your Account, your email address on record or by text message to your mobile device using the number you provided), by United States mail or by courier, except that Skip may give notice of an amendment to the Agreement by posting the notice on the Site, your Account, or by email to the email address on record.

### **16.3. Data Breach Notification**

Notwithstanding your determination to opt-out of receiving electronic messages or cease use of the Skip Services, you agree that in the event an incident occurs in which a third party obtains unauthorized access to your personal data provided to Skip, you agree that should Skip become legally obligated to provide notice of such unauthorized access, then Skip may provide such notice to you electronically by using the email address or mobile telephone number provided by you.

### **16.4. Assignment**

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Skip without restriction. Any assignment attempted to be made by you in violation of this Section shall be void. This Agreement will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns. No delay or omission by Skip to exercise any right or power occurring upon any noncompliance or default by you with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Skip of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. Skip may freely assign this Agreement and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice.

### **16.5. Severability**

If any part of this Agreement other than the arbitration provision and class action waiver set forth in Section 14, above, is found invalid or unenforceable by a court of competent jurisdiction, then if practicable, the parties will substitute a valid provision that most closely approximates the intent and economic effect of the invalid provision(s). If a practicable substitution cannot be made, then the parties agree to sever the invalid provision(s), leaving the remainder of the Agreement in full force and effect.

### **16.6. Force Majeure**

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

**16.7. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter contained herein and the parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, that is not contained in this Agreement. Skip is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Skip.

**16.8. No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to these terms and conditions contained herein.

**16.9. Sections.** The section titles in the Terms are for convenience only and have no legal or contractual effect.

**16.10. Contact Skip.** We are always here to help, and there are many ways to reach us. you can reach the Skip customer support team at 844-929-2687, through email at support@skipscooters.com, through our website at <http://www.skipscooters.com>, or through the “report an issue” section of our Mobile App. You can even reach us by snail mail at 501-535 Alabama Street, San Francisco, CA 94110. Rest assured, you’ve now found the Best Way to Get There!

## **SKIP TRANSPORT, INC.** **PRIVACY POLICY**

Effective Date: as of August 23, 2019.

### **Our Policy:**

Welcome to the web site (the “Site”) or mobile app of Skip Transport, Inc., formerly Waybots Inc., (hereafter “Skip”, “we”, “us” and/or “our”). This Privacy Policy (“Policy”) applies to information that we collect and use about you when you access or use our Site, mobile application, any other online or mobile service that links to or otherwise presents this Policy to you, and when you activate, rent and/or use a Skip scooter or other vehicle (“Scooter”), or when you use any other services, interactive features, and communications made available by us, however accessed and/or used. We refer to these products and services and Scooters collectively as the “Services.” This Policy applies only to information collected on, by or through the Services. It does not apply to information collected or obtained by or through any other means (including, without limitation, information collected in person, over the telephone and/or by mail, or from third parties outside the Services). By accessing or using the Services, you agree to this Policy. IF YOU DO NOT AGREE TO THIS POLICY, WE WILL BE SORRY TO SEE YOU GO, BUT PLEASE DO NOT ACCESS OR USE THE SERVICES.

### **Information We Collect:**

We obtain information about you through the means discussed below. Please note that we need certain types of information to provide the Services to you. If you do not provide us with such information, you may no longer be able to access or use certain Services.

Information That You Provide Directly to Us Through the Services:

We collect information that you provide directly to us through:

- The Services you use, including renting or using a Scooter;
- Account registration, access and use, and administration of your account;
- Submission of payment information
- Demographic information
- Uploads or posts to the Services;
- Social Media Integrations;
- Your participation in polls, sweepstakes, surveys and other promotions;
- Requests or questions you submit to us via online forms;
- Your transactions with us;
- Requests for customer support and technical assistance; and
- Any other communications you make with us through the Services.

The types of data we collect directly from you includes your name, email address, address, transaction history, government identification scanning (including birthdate, address and driver’s license number), in-app or web preferences and settings, payment information, and any other information you submit to us.

If you invite another person to use the Services, we may collect certain information (such as email address) to send an invitation to use the Services and create an account. If we allow a profile feature at some point in the future, we may collect additional information from you, such your city of residence, your preferred use for Scooter sharing, your hobbies and other information.



**Information We Collect Automatically:**

When you use our Services, we collect certain information automatically as described in this Section. As discussed further below, we and our service providers (which are third party companies that work on our behalf), may use a variety of technologies, including cookies and similar tools, to assist in collecting this information.

**Device/Usage Information.** We and our third-party service providers, which include analytics companies including DoubleClick, Tracker.io and Google Analytics, may use cookies, web beacons, and other tracking technologies to collect information about the computers or devices (including mobile devices) you use to access the Services. As described further below, we may collect and analyze information including but not limited to (a) browser type; (b) ISP or operating system; (c) domain name; (d) access time; (e) referring or exit pages; (f) page views; (g) IP address; (h) unique device identifiers (e.g. IDFA or Android ID); and (i) the type of device that you use. We may also track how frequently you access or use the Services. We use this information (including the information collected by our third-party service providers) for analytics (including to determine which portions of the Services are used most frequently and what our users like/do not like), and as otherwise described in this Policy.

**Location Information.** We collect the precise GPS location of our Scooters, including the trip origination and destination data and routes taken by each Scooter, and parking information. When you use the Services, we and our service providers may automatically collect general location information (e.g., IP address, city/state and or postal code associated with an IP address) from your computer or mobile device. In addition, if you install our mobile app, we may ask you to grant us access to your mobile device's geolocation data. If you grant such permission, we may collect information about your precise geolocation, and we may use that information to improve the Services and provide you with location-based features (e.g. notify you of Scooters available near you). You can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this, but because our Services and Scooters requires precise location information to function, we may not be able to provide Services to you if you disable this functionality.

**Camera Footage.** Our Scooters may be equipped with video cameras for safety and service improvement purposes, including to (1) ensure Scooters are used properly and at speeds appropriate for the location and surface type, (2) protect against crimes such as theft and vandalism, and (3) otherwise monitor that Scooters are being used in compliance with applicable law and regulations; (4) to improve our Services. We obtain video and audio streams and recordings captured and recorded by such cameras, which may include video footage of the surface on which the Scooter is being used (e.g., sidewalk or street), passersby, and you or your behavior. The camera footage collected is only available to selected employees for processing and used only for the purposes outlined above.

**Cookies and Other Electronic Technologies.** We and our third-party service providers may use cookies, clear GIFs, pixel tags, and other technologies that help us better understand user behavior, personalize preferences, perform research and analytics, and improve the Services. These technologies, for example, may allow us to tailor the Services to your needs, save your password in password-protected areas, track the pages you visit, help us manage content, and compile statistics about usage of the Services. We or our third-party service providers also may use certain of these technologies in emails to our customers to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

We may also use local shared objects (also known as "Flash cookies") to assist in delivering special content, such as video clips or animation. Flash cookies are stored on your device, but they are not managed through your web browser. To learn more about how to manage Flash cookies, you can visit the Adobe website and make changes at the Global Privacy Settings Panel.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but your browser may allow you to modify your browser settings to decline cookies if you prefer. If you disable cookies, you may be prevented from taking full advantage of the Services, because it may not function properly. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser may not affect flash cookies. As we adopt additional technologies, we may also gather additional information through other methods.



## **How We Use the Information We Collect**

We use the information we collect through the Services for a variety of purposes, including to:

- Provide you with the Services;
- For customer support and to respond to your requests;
- Register you for an account;
- Track our Scooters, including location, trip and parking data and related information;
- Communicate with you regarding your relationship with us;
- Send you push notifications to your wireless device to provide updates and other relevant messages (you can manage push notifications by following instructions of your device manufacturer);
- Administer surveys, sweepstakes, promotions, or contests;
- Maintain internal records;
- Process billing and payment, including sharing with third-party payment gateways and payment service providers in connection with the Services;
- Improve and maintain the Services, and for product and service development;
- Contact you with products or offers that may interest you; and
- Detect and address fraud or safety concerns, or to resolve disputes, protect ourselves and third parties, and to enforce any legal terms that govern your use of the Services.

We may combine information that we collect from you through the Services with information that we obtain from affiliated and nonaffiliated third parties, and information derived from any other products or services we provide.

**Aggregated/De-Identified Data:** We may aggregate and/or de-identify any information collected through the Services so that such information can no longer be linked to you or your device. We may use such information for any purpose, including without limitation for research and marketing purposes, and may also share such data with any affiliate or other third party.

## **When We Disclose Your Information:**

We may disclose your information in the following situations:

**Affiliates:** We may share your information with any of our affiliates as needed to operate the Services.

**Your Consent:** We may disclose your information to nonaffiliated third parties based on your consent to do so.

**Business Transfers:** As we develop our business, we might sell or buy businesses or assets. In the event of an actual or potential corporate sale, merger, reorganization, asset sale, dissolution or similar event, your information may be shared and/or part of the transferred assets.

**Service Providers:** Skip, like many businesses, sometimes hire other companies to perform certain business-related functions. Examples of such functions include mailing information, maintaining databases, and processing payments. We provide access to or share your information to enable such service providers to provide requested services to us.

**Legal Requirements:** Skip may disclose your information if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation (ii) protect and defend the rights or property of Skip or the public, including the enforcement of any legal terms governing your use of the Services, (iii) protect the personal safety of users of the Services or the public, or (iv) protect against legal liability.

## **Online Analytics**

We may use third-party web analytics services on the Service, such as those of Google Analytics. These service providers use the sort of technology described in the section above titled Information We Collect Automatically to help us analyze how users use the Services, including by noting the third-party website from which you arrive. The information collected by the technology will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Services. To prevent Google Analytics from using your information for analytics, you may install the Google Analytics Opt-Out Browser Add-on.

We disclose the following categories of personal information to our service providers for business purposes: Identifiers; commercial information; financial data; internet or other network or device activity; general and precise geolocation information; inference data about you; and other information that identifies or can be reasonably associated with you.

**Your Choices:**

You can use certain Services without providing us with information. However, if you choose not to provide us with information, you may not be able to use certain Services.

You can also access your account to update or change certain information we maintain about you. To keep your information accurate, current, and complete, please contact us as specified below. We will take reasonable steps to update or correct information in our possession that you have previously submitted via the Services.

We may send periodic promotional or informational emails to you. You may opt-out of certain communications by following the opt-out instructions contained in the email. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you emails about your account or any services you have requested or received from us.

**Your California Privacy Rights:**

The California “Shine the Light” law gives residents of California the right under certain circumstances to request information from us regarding the manner in which we share certain categories of personal information (as defined in the Shine the Light law) with third parties for their direct marketing purposes. We do not share your personal information with third parties for their own direct marketing purposes.

**California Do-Not-Track Disclosure**

Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. We are committed to providing you with meaningful choices about the information collected on our Services for third party purposes, and that is why we provide the variety of opt-out mechanisms listed above. However, we do not currently recognize or respond to browser-initiated DNT signals. To learn more about Do Not Track, you can do so here.

**Children:**

Our Services are not designed for children under the age of 18. Skip does not knowingly collect personal information from children under the age of 18. If you are under the age of 18, please do not submit any personal information through the Services. If we discover that an individual under 18 has provided us with personal information, we will close the account and delete the personal information to the extent required by the Children’s Online Privacy Protection Act.

**Links to Other Web Sites and Services:**

This Policy applies only to the Services. The Services may contain links to other web sites or services not operated or controlled by Skip (the “Third Party Sites”). The policies and procedures we described here do not apply to the Third Party Sites. The links from the Services do not imply that Skip endorses or has reviewed the Third Party Sites. We suggest contacting those sites directly for information on their privacy policies. Skip is not responsible for the content of the Third Party Sites or the protection and privacy of information you provide while visiting such Third Party Sites.

**Other Terms and Conditions:**

Your access to and use of the Services is subject to the Terms of Service, the Transport Rate Schedule, and the Release of Liability, each of which is incorporated herein by this reference.

**Changes to Skip’s Privacy Policy:**

The Services and our business may change from time to time. As a result, at times it may be necessary for Skip to make changes to this Policy. Skip reserves the right to update or modify this Policy at any time. Please review this policy periodically, and especially before you provide us with any information. This Policy was last updated on the date indicated above. You will be presented with the opportunity to agree in advance to material changes to the Privacy Policy, however if you do not agree to new changes, we will ask you to stop accessing or using the Services and we will deactivate your account. Your continued use of the Services after any changes or revisions to this Policy, after being given the opportunity to assent to the revised Policy shall indicate your agreement with the terms of such revised Policy.

**Transfer:**

Our computer systems are currently based in the United States, so your information will be processed by us in the United States, where data protection and privacy regulations may not offer the same level of protection as in other parts of the world. By using the Services, you understand this Policy and that all such information will be transferred to the United States and processed as described in this Policy.

**How We Protect Your Information**

We take technical, physical and organizational security measures to protect your information against accidental or unauthorized destruction, loss, alteration, disclosure or access. However, no method of transmission over the Internet, and no means of electronic or physical storage, is absolutely secure or error free. We recommend that you to take steps to protect your information and prevent unauthorized access to your account. We are not responsible for any lost, stolen, or compromised passwords, or for any activity on your account via unauthorized password activity.

**Contacting Skip:**

Please contact us if you have any questions about Skip's Policy or the information practices of the Services by emailing us at support@skipscooters.com or privacy@skipscooters.com by sending mail to us at Skip, 535 Alabama Street, San Francisco, California 94110. To reach customer support, please contact us at 844-929-2687.

Thanks for using Skip to get around town. Please ride safely, heed all instructions and comply with all relevant laws and regulations. Happy Skipping!

**SKIP TRANSPORT, INC.  
PRIVACY POLICY**

Effective Date: (to be effective as of January 1, 2020 and Compliant with CCPA)

**Our Policy:**

Welcome to the web site (the "Site") or mobile app of Skip Transport, Inc., formerly Waybots Inc., (hereafter "Skip", "we", "us" and/or "our"). This Privacy Policy ("Policy") applies to information that we collect and use about you when you access or use our Site, mobile application, any other online or mobile service that links to or otherwise presents this Policy to you, and when you activate, rent and/or use a Skip scooter or other vehicle ("Scooter"), or when you use any other services, interactive features, and communications made available by us, however accessed and/or used. We refer to these products and services and Scooters collectively as the "Services." This Policy applies only to information collected on, by or through the Services. It does not apply to information collected or obtained by or through any other means (including, without limitation, information collected in person, over the telephone and/or by mail, or from third parties outside the Services).

By accessing or using the Services, you agree to this Policy. **IF YOU DO NOT AGREE TO THIS POLICY, WE WILL BE SORRY TO SEE YOU GO, BUT PLEASE DO NOT ACCESS OR USE THE SERVICES.**

**Information We Collect:**

We obtain information about you through the means discussed below. Please note that we need certain types of information to provide the Services to you. If you do not provide us with such information, you may no longer be able to access or use certain Services.

In general, we may collect the following categories of information about you or your use of the Services: Identifiers (such as name and contact information); commercial information (such as transaction data); financial data (such as credit card information); internet or other network or device activity (such as browsing history or app usage); general and precise geolocation information (such as travel information); inference data about you; and other information that identifies or can be reasonably associated with you (such as video recordings while using the Services). We describe below further detail concerning the information that falls into these categories.

**Information That You Provide Directly to Us Through the Services:**

- We collect information that you provide directly to us through:
- The Services you use, including renting or using a Scooter;
- Account registration, access and use, and administration of your account;
- Submission of payment information
- Demographic information
- Uploads or posts to the Services;
- Social Media Integrations;
- Your participation in polls, sweepstakes, surveys and other promotions;
- Requests or questions you submit to us via online forms;
- Your transactions with us;
- Requests for customer support and technical assistance; and
- Any other communications you make with us through the Services.

The types of data we collect directly from you includes your name, email address, address, transaction history, government identification scanning (including birthdate, address and driver's license number), in-app or web preferences and settings, payment information, and any other information you submit to us.

If you invite another person to use the Services, we may collect certain information (such as email address) to send an invitation to use the Services and create an account. If we allow a profile feature at some point in the future, we may collect additional information from you, such your city of residence, your preferred use for Scooter sharing, your hobbies and other information.

#### **Information We Collect Automatically:**

When you use our Services, we collect certain information automatically as described in this Section. As discussed further below, we and our service providers (which are third party companies that work on our behalf), may use a variety of technologies, including cookies and similar tools, to assist in collecting this information.

**Device/Usage Information.** We and our third-party service providers, which include analytics companies including DoubleClick, Tracker.io and Google Analytics, may use cookies, web beacons, and other tracking technologies to collect information about the computers or devices (including mobile devices) you use to access the Services. As described further below, we may collect and analyze information including but not limited to (a) browser type; (b) ISP or operating system; (c) domain name; (d) access time; (e) referring or exit pages; (f) page views; (g) IP address; (h) unique device identifiers (e.g. IDFA or Android ID); and (i) the type of device that you use. We may also track how frequently you access or use the Services. We use this information (including the information collected by our third-party service providers) for analytics (including to determine which portions of the Services are used most frequently and what our users like/do not like), and as otherwise described in this Policy.

**Location Information.** We collect the precise GPS location of our Scooters, including the trip origination and destination data and routes taken by each Scooter, and parking information. When you use the Services, we and our service providers may automatically collect general location information (e.g., IP address, city/state and or postal code associated with an IP address) from your computer or mobile device. In addition, if you install our mobile app, we may ask you to grant us access to your mobile device's geolocation data. If you grant such permission, we may collect information about your precise geolocation, and we may use that information to improve the Services and provide you with location-based features (e.g. notify you of Scooters available near you). You can disable the GPS or other location-tracking functions on your device, provided your device allows you to do this, but because our Services and Scooters requires precise location information to function, we may not be able to provide some or all Services to you if you disable this functionality.

**Camera Footage.** Our Scooters may be equipped with video cameras for safety and service improvement purposes, including to (1) ensure Scooters are used properly and at speeds appropriate for the location and surface type, (2) protect against crimes such as theft and vandalism, and (3) otherwise monitor that Scooters are being used in compliance with applicable law and regulations; (4) to improve our Services. We obtain video and audio streams and recordings captured and recorded by such cameras, which may include video footage of the surface on which the Scooter is being used (e.g., sidewalk or street), passersby, and you or your behavior. The camera footage collected is only available to selected employees for processing and used only for the purposes outlined above.

**Cookies and Other Electronic Technologies.** We and our third-party service providers may use cookies, clear GIFs, pixel tags, and other technologies that help us better understand user behavior, personalize preferences, perform research and analytics, and improve the Services. These technologies, for example, may allow us to tailor the Services to your needs, save your password in password-protected areas, track the pages you visit, help us manage content, and compile statistics about usage of the Services. We or our third-party service providers also may use certain of these technologies in emails to our customers to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

We may also use local shared objects (also known as "Flash cookies") to assist in delivering special content, such as video clips or animation. Flash cookies are stored on your device, but they are not managed through your web browser. To learn more about how to manage Flash cookies, you can visit the Adobe website and make changes at the Global Privacy Settings Panel.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but your browser may allow you to modify your browser settings to decline cookies if you prefer. If you disable cookies, you may be prevented from taking full advantage of the Services, because it may not function properly. Flash cookies operate differently than browser cookies, and cookie management tools available in a web browser may not affect flash cookies. As we adopt additional technologies, we may also gather additional information through other methods.

## **How We Use the Information We Collect**

We use the information we collect through the Services for a variety of purposes, including to:

- Provide you with the Services;
- For customer support and to respond to your requests;
- Register you for an account;
- Track our Scooters, including location, trip and parking data and related information;
- Communicate with you regarding your relationship with us;
- Send you push notifications to your wireless device to provide updates and other relevant messages (you can manage push notifications by following instructions of your device manufacturer);
- Administer surveys, sweepstakes, promotions, or contests;
- Maintain internal records;
- Process billing and payment, including sharing with third-party payment gateways and payment service providers in connection with the Services;
- Improve and maintain the Services, and for product and service development;
- Contact you with products or offers that may interest you; and
- Detect and address fraud or safety concerns, or to resolve disputes, protect ourselves and third parties, and to enforce any legal terms that govern your use of the Services.

We may combine information that we collect from you through the Services with information that we obtain from affiliated and nonaffiliated third parties, and information derived from any other products or services we provide.

**Aggregated/De-Identified Data:** We may aggregate and/or de-identify any information collected through the Services so that such information can no longer be linked to you or your device. We may use such information for any purpose, including without limitation for research and marketing purposes, and may also share such data with any affiliate or other third party.

### **When We Disclose Your Information:**

We may disclose your information in the following situations:

**Affiliates:** We may share your information with any of our affiliates as needed to operate the Services.

**Your Consent:** We may disclose your information to nonaffiliated third parties based on your consent to do so.

**Business Transfers:** As we develop our business, we might sell or buy businesses or assets. In the event of an actual or potential corporate sale, merger, reorganization, asset sale, dissolution or similar event, your information may be shared and/or part of the transferred assets.

**Service Providers:** Skip, like many businesses, sometimes hire other companies to perform certain business-related functions. Examples of such functions include mailing information, maintaining databases, and processing payments. We provide access to or share your information to enable such service providers to provide requested services to us.

**Legal Requirements:** Skip may disclose your information if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation (ii) protect and defend the rights or property of Skip or the public, including the enforcement of any legal terms governing your use of the Services, (iii) protect the personal safety of users of the Services or the public, or (iv) protect against legal liability.

### **Online Analytics**

We may use third-party web analytics services on the Service, such as those of Google Analytics. These service providers use the sort of technology described in the section above titled Information We Collect Automatically to help us analyze how users use the Services, including by noting the third-party website from which you arrive. The information collected by the technology will be disclosed to or collected directly by these service providers, who use the information to evaluate your use of the Services. To prevent Google Analytics from using your information for analytics, you may install the Google Analytics Opt-Out Browser Add-on.

We disclose the following categories of personal information to our service providers for business purposes: Identifiers; commercial information; financial data; internet or other network or device activity; general and precise geolocation information; inference data about you; and other information that identifies or can be reasonably associated with you.

**Your Choices:**

You can use certain Services without providing us with information. However, if you choose not to provide us with information, you may not be able to use certain Services.

You can access your account to update or change certain information we maintain about you. To keep your information accurate, current, and complete, please contact us as specified below. We will take reasonable steps to update or correct information in our possession that you have previously submitted via the Services.

We may send periodic promotional or informational emails to you. You may opt-out of certain communications by following the opt-out instructions contained in the email. Please note that it may take up to 10 business days for us to process opt-out requests. If you opt-out of receiving emails about recommendations or other information we think may interest you, we may still send you emails about your account or any services you have requested or received from us.

**Your California Privacy Rights**

The California Consumer Privacy Act (“CCPA”) gives residents of California certain rights to control personal information. In particular, California residents may request that we:

- Provide you the categories of personal information we collect, disclose or sell about you, the categories of sources of such information; the business or commercial purpose for collecting or selling your personal information; and the categories of third parties with whom we share personal information. Such information is also set forth in this Privacy Policy;
- Provide access to and/or a copy of certain information we hold about you;
- Delete certain information we have about you;
- Provide you with information about the financial incentives that we offer to you, if any.

To protect your privacy and security, we take reasonable steps to verify your identity and requests before honoring your requests, including account access or making corrections to your information. You are solely responsible for maintaining the secrecy of your unique password and account information at all times.

The CCPA provides you with the right to not be discriminated against (as provided for in applicable law) for exercising your rights. Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide the Services to you.

If you have registered as a member of Skip, you may update, correct, or delete your profile information and preferences at any time by emailing us at [support@skipscooters.com](mailto:support@skipscooters.com). If you would like further information regarding your legal rights under applicable law or would like to exercise any of them, please contact us at [support@skipscooters.com](mailto:support@skipscooters.com) or [privacy@skipscooters.com](mailto:privacy@skipscooters.com).

You may, of course, decline to share your personal information with Skip, in which case we will not be able to provide to you some of the features and functionality found in the Services.

The CCPA sets forth certain obligations for businesses that “sell” personal information (as sell is defined under CCPA and under current guidance). We do not engage in such activity and have not engaged in such activity in the past twelve months.

**Shine the Light Disclosure.** The California “Shine the Light” law gives residents of California the right under certain circumstances to request information from us regarding the manner in which we share certain categories of personal information (as defined in the Shine the Light law) with third parties for their direct marketing purposes. We do not share your personal information with third parties for their own direct marketing purposes.

**California Do-Not-Track Disclosure**

Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. We are committed to providing you with meaningful choices about the information collected on our Services for third party purposes, and that is why we provide the variety of opt-out mechanisms listed above. However, we do not currently recognize or respond to browser-initiated DNT signals. To learn more about Do Not Track, you can do so [here](#).



**Links to Other Web Sites and Services:**

This Policy applies only to the Services. The Services may contain links to other web sites or services not operated or controlled by Skip (the “Third Party Sites”). The policies and procedures we described here do not apply to the Third Party Sites. The links from the Services do not imply that Skip endorses or has reviewed the Third Party Sites. We suggest contacting those sites directly for information on their privacy policies. Skip is not responsible for the content of the Third Party Sites or the protection and privacy of information you provide while visiting such Third Party Sites.

**Other Terms and Conditions:**

Your access to and use of the Services is subject to the Skip Terms of Service, the Transport Rate Schedule, and the Release of Liability, each of which is incorporated herein by this reference.

**Changes to Skip’s Privacy Policy:**

The Services and our business may change from time to time. As a result, at times it may be necessary for Skip to make changes to this Policy. Skip reserves the right to update or modify this Policy at any time. Please review this policy periodically, and especially before you provide us with any information. This Policy was last updated on the date indicated above. You will be presented with the opportunity to agree in advance to material changes to the Privacy Policy, however if you do not agree to new changes, we will ask you to stop accessing or using the Services and we will deactivate your account. Your continued use of the Services after any changes or revisions to this Policy, after being given the opportunity to assent to the revised Policy shall indicate your agreement with the terms of such revised Policy.

**Transfer:**

Our computer systems are currently based in the United States, so your information will be processed by us in the United States, where data protection and privacy regulations may not offer the same level of protection as in other parts of the world. By using the Services, you understand this Policy and that all such information will be transferred to the United States and processed as described in this Policy.

**How We Protect Your Information**

We take technical, physical and organizational security measures to protect your information against accidental or unauthorized destruction, loss, alteration, disclosure or access. However, no method of transmission over the Internet, and no means of electronic or physical storage, is absolutely secure. We recommend that you to take steps to protect your information and prevent unauthorized access to your account. We are not responsible for any lost, stolen, or compromised passwords, or for any activity on your account via unauthorized password activity.

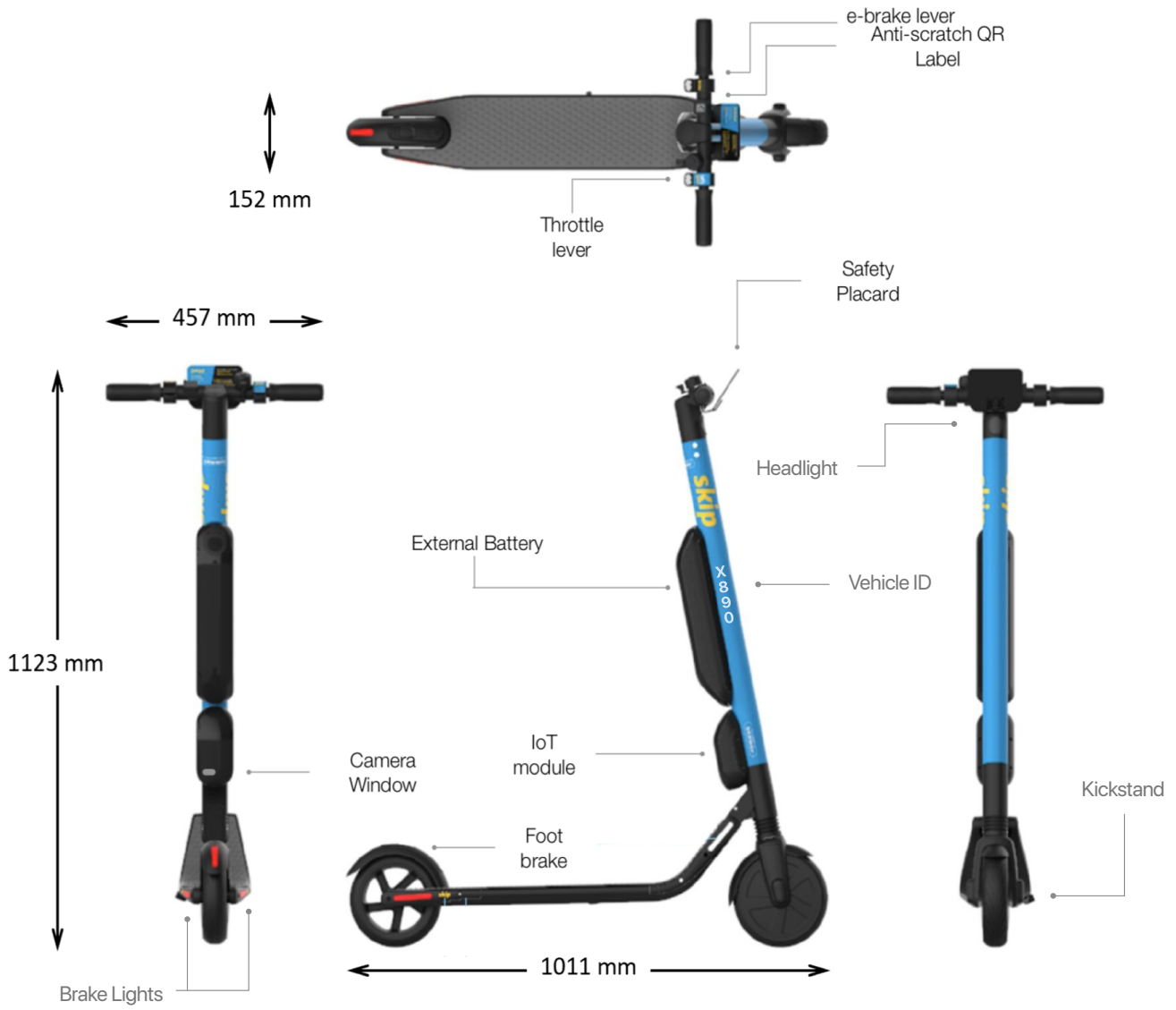
**Contacting Skip:**

Please contact us if you have any questions about Skip’s Policy or the information practices of the Services by emailing us at [support@skipscooters.com](mailto:support@skipscooters.com) or [privacy@skipscooters.com](mailto:privacy@skipscooters.com) or by sending mail to us at Skip, 535 Alabama Street, San Francisco, California 94110. To reach customer support, please contact us at 844-929-2687.

Thanks for using Skip to get around town. Please ride safely, heed all instructions and comply with all relevant laws and regulations. Happy Skipping!



# Images and Description of Powered Scooter





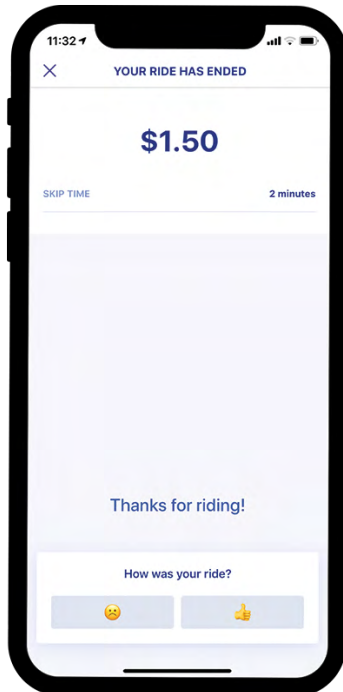
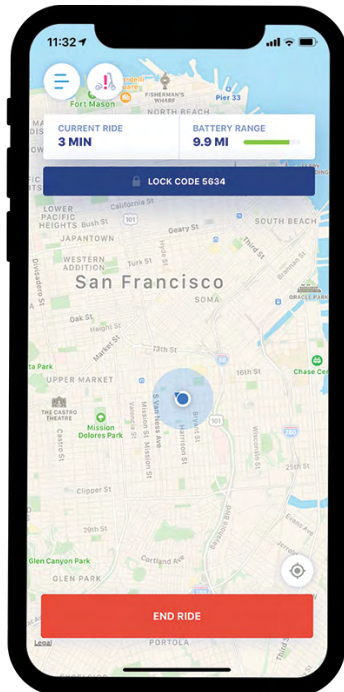
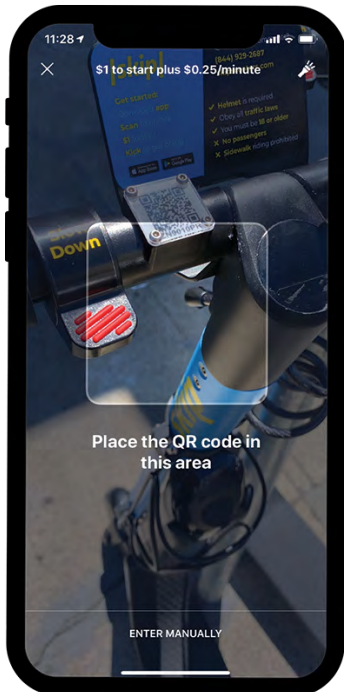
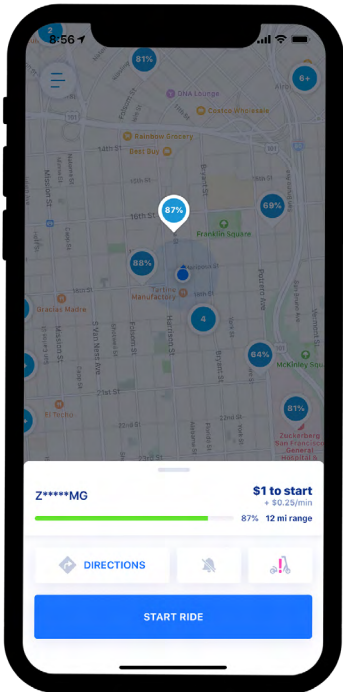
# Images and Description of Mobile Application

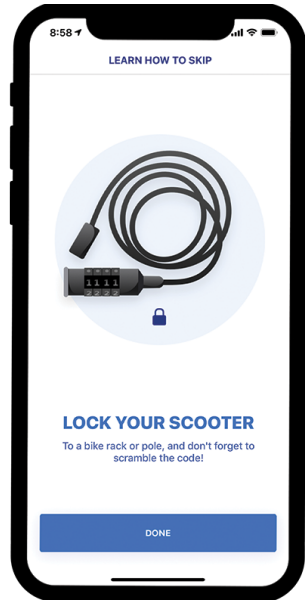
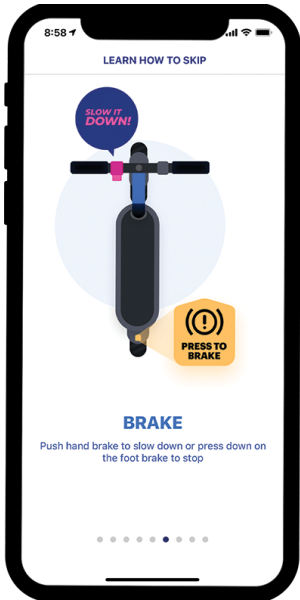
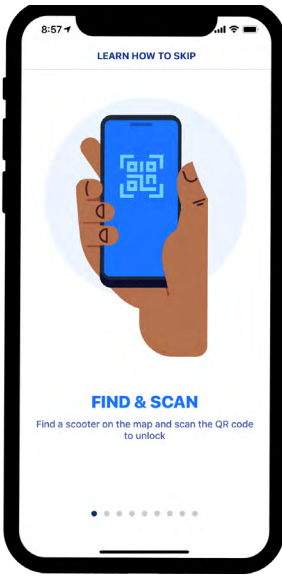
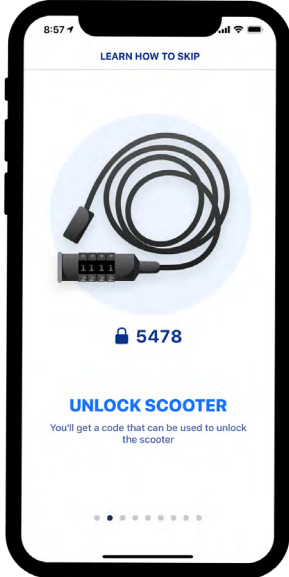
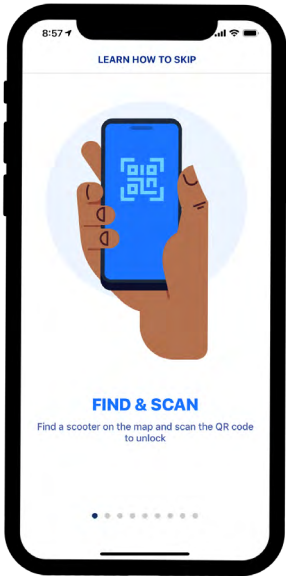


As detailed throughout this application, the Skip app provides many features for riders and non-riders. Skip looks forward to continuing to innovate to provide more features and the best user experience.

In the Skip app users can:

- Unlock devices for usage
- Lock devices to end a ride
- Navigate the best bike routes in google maps
- Report incorrectly parked scooters
- Report poor rider behavior
- Order a helmet
- Learn how to ride with a tutorial
- View important safety information
- Be notified of any immediate issues
- Enter promo codes for ride credit
- Contact support for any reason
- View the batter life of a scooter
- View how many miles the scooter will go
- View Skip’s territory throughout San Francisco









# Proof of Insurance