



2021 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 approximately three 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:	Skinny Labs Inc., dba. Spin	Business Phone:	800.262.5189
Contact Person:	Alex April, Head of Government Partnerships - West	Cell Phone:	719.321.1430
Mailing Address:	450 Mission St., Ste. 400, San Francisco, CA 94105		
Street Address if different than above:			
Email Address:	alexandra.april@spin.pm	Website:	www.spin.app

Application Agreement

<p>By signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator under penalty of perjury that all the information provided is true and accurate; and that if issued a permit, the applicant agrees:</p> <ul style="list-style-type: none"> 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 that all submitted documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed. 	
Name of Applicant	Skinny Labs Inc., dba. Spin
Authorized Signature	
Printed Name, Title and Date	Alex April, Head of Government Partnerships - West 03.31.2021



Powered Scooter Share Program

March 31, 2021

San Francisco Municipal Transportation Agency

1 South Van Ness Avenue

San Francisco, CA, 94103

RE: 2021 SFMTA Powered Scooter Share Program Permit Application

Dear Powered Scooter Share Program Selection Committee:

On behalf of Spin and our parent company, Ford Motor Company, we thank you for the opportunity to present this proposal to the San Francisco Municipal Transportation Agency (SFMTA) in response to the City's Powered Scooter Share Program Permit Application. We applaud the City for taking the opportunity to consider selecting a single partner to provide shared mobility scooters and adaptive scooters to best suit the City's needs long-term.

Founded and based in San Francisco, we are a personal-mobility company that seeks to help cities and universities reduce their dependence on single-occupancy vehicle (SOV) trips by offering an affordable, accessible, and sustainable form of personal transportation. Our company thinks long-term in the pursuit of providing dependable and reliable mobility for all citizens that can last well beyond a startup's fundraising cycles. How we alone continued our service during the entirety of the COVID-19 pandemic, filling transportation gaps and working with local partners to increase transportation access, unquestionably proves our long-term commitment. If selected, we will continue to strive to be that strong partner who supports the San Francisco community in every way possible.

Since launching in October 2019 under SFMTA's Powered Scooter Pilot Program, we are proud to have accomplished the following:

1. Our in-house local Operations team unionized; all employees are now part of Teamsters 665.
2. Through our internal penalty structure, we issued 4787 citations to users and suspended 61 users who continued to ride or park their scooters improperly.
3. We reused as many scooter parts as possible when repairing scooters to reduce waste; we recycled 100% of worn or damaged scooter parts and batteries locally.
4. Low-income users accounted for over 23% of all rides on our platform in San Francisco.
5. We hosted 180 community outreach events focused on equity and safety.
6. We installed three Spin Hub charging stations at locations like the 4th and King Caltrain Station, reducing vehicle miles traveled (VMT) from our operations and increasing availability of our fleet.
7. We partnered with SFMTA on two quick-build projects in the Tenderloin and Bayview, funding artist stipends and materials to enhance concrete K-Rails that provide vital pedestrian and mobility lane infrastructure.
8. We used 100% renewable electricity from CleanPowerSF for our warehouse and scooters.
9. We introduced e-cargo bikes for deploying and rebalancing scooters along the Embarcadero, minimizing congestion and reducing operational VMT by gasoline-powered vans.
10. According to the SFMTA's public dashboard, we remain the most responsive of any operator to relocation requests.

11. We designed an out-of-home public education campaign on Muni transit assets to promote our Spin Safe program, encouraging users to order a free helmet from us, ride in the bike lane, and park at bike racks. The eight-week campaign launches April 5.

Although our team accomplished much over the last year and a half of service, we understand there are always ways to increase scooter access for all San Franciscans, without adverse effects for pedestrians or the disability community. If chosen to continue operating, we will build on our experiences to bring the following improvements to our service:

1. We will equip all our standard scooters with swappable batteries and our Spin Insight Level 2 sidewalk detection technology, which will warn users when they are on the sidewalk, reward use of bike lanes, and aid our Customer Support team in applying our proven penalty system to combat sidewalk riding.
2. We will boost enrollment in our Spin Access program through the introduction of Access Zones, which provide an automatic 25% discount on trips that start Key Neighborhoods while alerting users that they may be eligible for free 30-minute rides.
3. We will relaunch the Everyday Heroes program, offering five free 30-minute rides per day for healthcare workers.
4. We will distribute at least 2,000 free helmets per year (4,000 total for the two-year program).
5. We will offer four adaptive vehicle models, available through standard deployment or on-demand delivery.
6. We will incentivize helmet use by awarding riders \$0.50-\$1.00 in ride credit if their helmets are visible in their trip-end photos.
7. We will incentivize proper parking by awarding users \$0.50-\$1.00 in ride credit when they end their trip at a Preferred Parking Spot (PPS), with more ride credit given in higher traffic areas.
8. We will support the most recent Mobility Data Specification (MDS) versions (1.0.0 and 1.1.0), and implement beta features such as the Reports and Special Group Types. We will also conduct robust data collection and analysis to continue to iterate and improve our Adaptive Vehicle program.
9. We will continue to work with community partners to fund infrastructure projects like protected bike lanes.
10. We will begin transitioning to using electric vehicles for maintaining, deploying, and rebalancing our scooter fleet starting in April 2021.

We remain committed to ensuring a financially and environmentally sustainable system that San Francisco, its residents and visitors can depend on. Our team believes that transportation ecosystems benefit from long-term partnerships rather than irresponsible short-term growth initiatives. As a company, our mission is to give people the freedom to move. We hope to continue to advance that goal in San Francisco through the next iteration of the program.

Thank you again for the opportunity to present our proposal for the City's Powered Scooter Share Program application. We have reviewed the requirements for the permit application and fully understand the program. We commit to operating the program within the timeline outlined in the application and look forward to continuing our partnership with San Francisco.



Sincerely,

Alex April

Head of Government Partnerships - West

SPIN



03.31.2021

San Francisco, CA

2021 SFMTA POWERED SCOOTER SHARE PROGRAM PERMIT APPLICATION

San Francisco Municipal
Transportation Agency

Attn: Adrian Leung

1 South Van Ness Ave.,
7th Floor Taxi Services Window
San Francisco, CA 94103

Spin (Skinny Labs Inc.)

450 Mission St, Suite 400
San Francisco, CA 94105

hello@spin.pm
(888) 262-5189

Contact

Alex April
Head of Government
Partnerships - West

alexandra.april@spin.pm
(719) 321-1430

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SPIN

A

Device Standards and Safety
Assurances



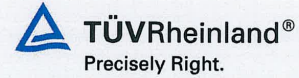
A. Device Standards and Safety Assurances

1) Proof of UL2271 and UL2272 battery certifications from the manufacturer.

Please see attached UL2271 and UL2272 certifications for the S-100 7th edition (see below for more information) and the S-100 5th edition (see below for more information).

S-200 1st Edition is our three-wheeled seated adaptive scooter option. Please see UL2271 battery certification attached (see below for more information). The S-200 1st Edition adaptive scooter is currently undergoing UL2272 certification which will be completed before the commencement of the program and provided to SFMTA before launching this vehicle. Each of the prior four scooters we deployed from this manufacturing partner, Segway Ninebot, has achieved UL2272 certification, and the power system in the S-200 1st edition is consistent in design with those other scooters. Segway Ninebot is experienced and successful in achieving this certification. The S-200 1st edition also uses the same swappable battery as the S-100, and that battery has UL2271 certification, as noted above.

The Sparty adaptive scooter proposed for our Complementary Adaptive Scooter Plan features a lead acid battery-based power system. Because UL2271 and UL2272 are designed to certify the safety of lithium-ion battery-based systems, these certifications are not applicable to the system on the Sparty scooter.



Date : 2019/05/21

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

Re. : CU US + Canada Certificate

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

Dear Ms. Qian,

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

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

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

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

Sincerely yours,
Certification Body

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

Enclosure

Certificate



Certificate no.

CU 72191597 01

License Holder:

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

Manufacturing Plant:

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

Test report no.: USA-SS 50226562 001

Client Reference: QIAN DOLLAR

Tested to: UL/ULC 2271:2018

Certified Product: LI-ION BATTERY PACK

License Fee - Units

Model Designation: NEE1006-M
Norminal voltage: DC 36V
Rated capacity: 15300mAh
Max. charge voltage: DC 42V
Max. charge current: 6000mA
Rated Ambient Temperatur: 40°C (charging)
50°C (discharging)
Protection Class: III

7

Appendix: 1, 1-4

7

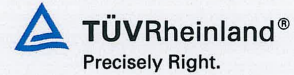
Licensed Test mark:



Date of Issue
(day/mo/yr)

21/05/2019

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009



Date : 2019/05/31

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

Re. : CU US + Canada Certificate

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

Dear Ms. Qian,

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

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

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

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

Sincerely yours,
Certification Body

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

Enclosure

Certificate



Certificate no.

CU 72191783 01

License Holder:

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

Manufacturing Plant:

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

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: KickScooter MAX

License Fee - Units

Model Designation:	SNSC2.0, G30	7
Rated Input:	AC 100-240V, 50/60Hz, Max. 2.0A	
Rated Ambient Temperature:	40°C	
Protection Class:	Class I	

Appendix: 1, 1-4

7

Licensed Test mark:



Date of Issue

(day/mo/yr)

31/05/2019

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009

Certificate



Certificate no.

CU 72191783 02

License Holder:

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

Manufacturing Plant:

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

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: Scooter Motor

License Fee - Units

Additional Manufacturing Plant: see above (K757889)

Licensed Test mark:



Date of Issue

(day/mo/yr)

31/05/2019

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009

Certificate



Certificate no.

CU 72191783 03

License Holder:

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

Manufacturing Plant:

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

Test report no.: USA-SS 50226561 001

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: Scooter Motor

License Fee - Units

Additional Manufacturing Plant: see above (K757890)

Licensed Test mark:



Date of Issue

(day/mo/yr)

31/05/2019

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009

Certificate



Certificate no.

CU 72191597 04

License Holder:

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

Manufacturing Plant:

Sichuan Junchang Intelligent
Technology Co., Ltd.
No.29 West Section of Xinggang
Road, Lingang Economic and
Technological Development zone,
Yibin City, Sichuan Province,
China

Test report no.: USA-SS 50226562 003

Client Reference: QIAN DOLLAR

Tested to: UL/ULC 2271:2018

Certified Product: LI-ION BATTERY PACK

License Fee - Units

Model Designation: NEE1006-M, NEE1006-M1

Additional Manufacturing Plant: see above (K758330)

Change:

Following Manufacturing Plant no longer valid:
YiBin Futurepath New Energy Co.,Ltd.(K757880)
Address: 2nd building Room101, JunChang Intelligent
Industrial Park, No.29 West of XingGang Road, LinGang
economic and technological development zone, YiBin city,
Sichuan Province, China

Licensed Test mark:



Date of Issue

(day/mo/yr)

13/01/2020

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel: (203) 428-0888 Fax: (203) 426-4009

Date : 01/13/2020

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

Re. : CU US + Canada Certificate

Type of Equipment : LI-ION BATTERY PACK
Model Designation : See Certificate
Certificate No. : CU 72191597 0004
File No. : 50226562 003
Engineer/Contact : Sven-Olaf Steinke
Standard(s) : UL/ULC 2271:2018

Dear Ms. Qian,

The above referenced technical equipment has been tested and was found to be in compliance with the listed test requirement(s). Enclosed, please find the TUV Rheinland approval document No. CU 72191597 0004. It authorizes you to label the listed product(s) with the TUV Rheinland Mark identified in the approval document. For compliance, the Test Mark must be on the approved unit.

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

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

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

Sincerely yours,
Certification Body

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

Enclosure

Certificate



Certificate no.

CU 72194246 05

License Holder:

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

Manufacturing Plant:

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

Test report no. USA-SOS 50308134 004

Client Reference: QIAN DOLLAR

Tested to: ANSI/CAN/UL 2272:2016

Certified Product: KickScooter MAX

License Fee - Units

Addition:

Model Designation: SNSC2.2, SNSC2.2A, SNSC2.3
SNSC2.2B, SNSC2.3B

Change:

Following Manufacturing Plant no longer valid:
Flextronics Shah Alam Sdn.Bhd. (K2004300)
Plot D26, Jalan DPB/4, Kawasan Zon Perindustrian Bebas,
Pelabuhan Tanjung Pelepas, 81560 Gelang Patah, Johor,
Malaysia
Appendix: 1, *1-6

Licensed Test mark:



Date of Issue
(day/mo/yr)
11/08/2020

TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009

Date : 2020/08/11

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

Re. : CU US + Canada Certificate

Type of Equipment : KickScooter MAX
Model Designation : See Certificate
Certificate No. : CU 72194246 0005
File No. : 50308134 004
Engineer/Contact : Sven-Olaf Steinke
Standard(s) : ANSI/CAN/UL 2272:2016

Dear Ms. Qian,

The above referenced technical equipment has been tested and was found to be in compliance with the listed test requirement(s). Enclosed, please find the TUV Rheinland approval document No. CU 72194246 0005. It authorizes you to label the listed product(s) with the TUV Rheinland Mark identified in the approval document. For compliance, the Test Mark must be on the approved unit.

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

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

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

Sincerely yours,
Certification Body

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

Enclosure



2) Test results from a qualified independent lab

Please see the following pages for our test results.

a. Brake that will enable the operator to make a braked wheel skid on dry, level, and clean pavement.

We confirm our proposed devices all have brakes that will enable the operator to make a braked wheel skid on dry, level, and clean pavement.

b. Front light that emits a white light which, while the powered scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the powered scooter.

We confirm our proposed devices all have front lights that emit white lights which, while in motion, illuminate the highway in front of the operator. These lights are visible from a distance of at least 300 feet in front and from the sides of the devices.

c. A red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.

We confirm our proposed devices all have a red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.

d. A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.

We confirm our proposed devices all have a white or yellow reflector on each side visible from the front and rear of the devices from a distance of 200 feet.



ACT Lab LLC 3280 East 59th Street, Long Beach, CA 90805 • Tel 562.470.7215 • Fax 562.470.7220 • www.act-lab.com

RESEARCH AND DEVELOPMENT TESTING FOR SPIN

Tested Sample(s)	: E-Scooter
Brand	: Ninebot
Model	: Max SNSC2.3
Color	: Orange/Black
Size	: 10"
Stock / Model Number	: N4ZW2005D39077
Country of Origin	: China
Age Grading	: Not Specified
Children's Product	: No

Prepared For:

Spin
 450 Mission Street, Suite 400
 San Francisco, CA 94105



Issue Date: 12 January 2021

Final Report: 1015.06210

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



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

Contract File No.: 1015.06210
T:\ACT Testing\ Spin – 1015.06210
Control Document Rev. 23 Dec. 2016

Technician: Matt Bremner



CONCLUSION

1015.06210 – Spin, Max SNSC2.3 (Orange/Black)		
Purpose of Test - Each test performed is intended to check compliance with the following:	Result	Comment
CVC 21223 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223	C	
CVC 21235 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21235	C	

President,

John A. Bogler

Contract File No.: 1015.06210
T:\ACT Testing\Spin – 1015.06210
Control Document Rev. 23 Dec. 2016

Technician: Matt Bremner

SAMPLE IDENTIFICATION

Brand:	Ninebot	Job No.:	1015.06210
Model:	Max SNSC2.3	Sample ID:	1015.06210.003
Manufacturer:	Spin	Type:	E-Scooter
Model No.:	Not Specified	Material:	Not Specified
Stock No.:	N4ZW2005D39077	Size:	10"
UPC:	Not Specified	Color(s):	Orange/Black
Serial No.:	6GC1320KB63145	Weight (kg):	Not Specified
Serial No.:	Listed Above	Country of Origin:	China



Contract File No.: 1015.06210
 T:\ACT Testing\Spin – 1015.06210
 Control Document Rev. 23 Dec. 2016

Technician: Matt Bremner



DATE AND PLACE OF TEST

Sample(s) received on : 04 January 2021
Testing was initiated on : 07 January 2021
Testing was completed on : 07 January 2021
Testing was performed at : ACT Lab LLC
Long Beach, California, USA

TEST METHODS

Method for each test conducted is as follows:

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

TEST RESULTS

<p>C: Compliant; Product meets specified standard NC: Non-Compliant; Product does not meet specified standard NA: Not Applicable to this design NR: Not Requested by the Applicant NP: Not Present</p>	<p>ND: None Detected IC: Inconclusive NT: Not Tested FTR: Further Testing Recommended PPM: Parts Per Million *: See Comments</p>
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CVC 21223 Motorized Scooters

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

CVC 21235 Motorized Scooters

CVC 21235			
Ref. #	Test Description	Result	Observations and Notes
21235	The operator of a motorized scooter shall not do any of the following:		
(a)	Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.	C	

END OF REPORT



SAFETY AND COMPLIANCE TESTING FOR SPIN

Tested Sample(s)	: E-Scooter
Brand	: Spin
Model	: MAX
Color	: Black/Grey/Orange
Size	: Not Specified
Stock / Model Number	: SNSC2.0
Country of Origin	: China
Age Grading	: 18+
Children's Product	: No

Prepared For:

Spin
 188 King Street, #203
 San Francisco, CA 94107



Issue Date: 15 August 2019

Final Report: 1015.03307.013

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Contract File No.: 1015.03307.013
T:\ACT Testing\ Spin – 1015.03307
Control Document Rev. 24 June 2019

Technician: Matthew Bremner



CONCLUSION

1015.03307 – Spin, MAX (Black/Grey/Orange), (SNSC2.0)		
Purpose of Test -	Result	Comment
Each test performed is intended to check compliance with the following:		
CVC 21223 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223	C	

President,

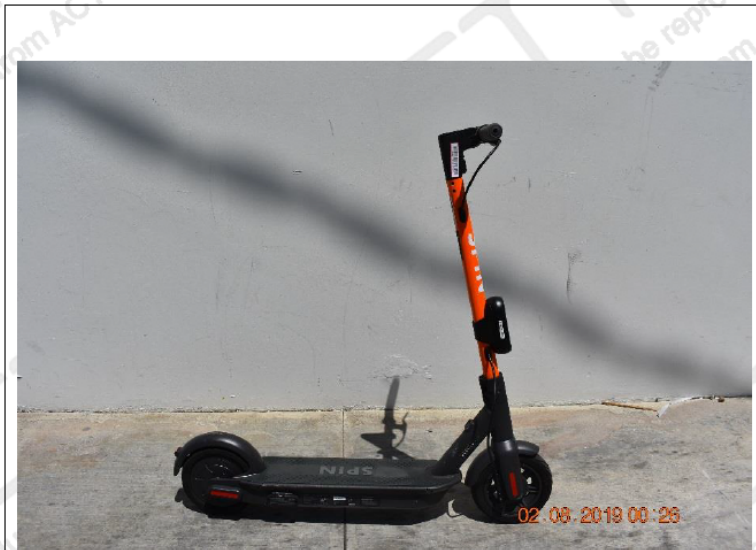
John A. Bogler

Contract File No.: 1015.03307.013
T:\ACT Testing\Spin – 1015.03307
Control Document Rev. 24 June 2019

Technician: Matthew Bremner

SAMPLE IDENTIFICATION

Brand:	Spin	Job No.:	1015.03307
Model:	MAX	Sample ID:	1015.03307.013
Manufacturer:	Segway-Ninebot	Type:	E-Scooter
Model No.:	SNSC2.0	Material:	Not Specified
Stock No.:	Not Specified	Size:	Not Specified
UPC:	Not Specified	Color(s):	Black/Grey/Orange
Serial No.:	N4LAL1917C0116	Weight (kg):	21.3 kg
Serial No.:	Not Specified	Country of Origin:	China



1015.03307.013 – MAX (Black/Grey/Orange)

Contract File No.: 1015.03307.013
 T:\ACT Testing\Spin – 1015.03307
 Control Document Rev. 24 June 2019

Technician: Matthew Bremner



DATE AND PLACE OF TEST

Sample(s) received on : 14 May 2019
Testing was initiated on : 13 August 2019
Testing was completed on : 15 August 2019
Testing was performed at : ACT Lab LLC
Long Beach, CA

TEST METHODS

Method for each test conducted is as follows:

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

TEST RESULTS

C: Compliant; Product meets specified standard	ND: None Detected
NC: Non-Compliant; Product does not meet specified standard	IC: Inconclusive
NA: Not Applicable to this design	NT: Not Tested
NR: Not Requested by the Applicant	FTR: Further Testing Recommended
NP: Not Present	PPM: Parts Per Million
	•: See Comments

Contract File No.: 1015.03307.013
T:\ACT Testing\Spin - 1015.03307
Control Document Rev. 24 June 2019

Technician: Matthew Bremner



CVC 21223 Motorized Scooters

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

END OF REPORT



SAFETY AND COMPLIANCE TESTING FOR SPIN

Tested Sample(s)	: E-Scooter
Brand	: Spin
Model	: See Sample Identification Table
Color	: See Sample Identification Table
Size	: Not Specified
Stock / Model Number	: See Sample Identification Table
Country of Origin	: USA
Age Grading	: Not Specified
Children's Product	: No

Prepared For:

Spin
 450 Mission Street, Suite 400
 San Francisco, CA 94105



Issue Date: 31 March 2021

Final Report: 1015.07033

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Contract File No.: 1015.07033
T:\ACT Testing\ Spin – 1015.07033
Control Document Rev. 23 Dec. 2016

Technician: Duke Hsu



CONCLUSION

1015.07033 – Spin, G60 & EW-19 E-Scooters (Multi)		
Purpose of Test - Each test performed is intended to check compliance with the following:	Result	Comment
CVC 21223 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21223	C	
CVC 21235 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21235(a)	C	

President,

John A. Bogler

Contract File No.: 1015.07033
T:\ACT Testing\Spin – 1015.07033
Control Document Rev. 23 Dec. 2016

Technician: Duke Hsu

SAMPLE IDENTIFICATION

Brand:	Spin	Job No.:	1015.07033
Model:	See Table Below	Sample ID:	See Table Below
Manufacturer:	Spin	Type:	E-Scooter
Model No.:	See Table Below	Material:	Not Specified
Stock No.:	Not Specified	Size:	Not Specified
UPC:	Not Specified	Color(s):	See Table Below
Serial No.:	See Table Below	Weight (kg):	Not Specified
Serial No.:	See Table Below	Country of Origin:	USA

<u>Sample ID</u>	<u>Model</u>	<u>Serial No.</u>	<u>Model No.</u>	<u>Color</u>
1015.07033.001	G60	6GA1320G3A3889	Not Specified	Orange/Black
1015.07033.002	EW-19	Not Specified	FR-48	Red/Black



1015.07033.001– G60 (Orange/Black)



1015.07033.002– EW-19 (Red Black)

Contract File No.: 1015.07033
 T:\ACT Testing\Spin – 1015.07033
 Control Document Rev. 23 Dec. 2016

Technician: Duke Hsu



DATE AND PLACE OF TEST

Sample(s) received on : 23 March 2021
Testing was initiated on : 25 March 2021
Testing was completed on : 30 March 2021
Testing was performed at : ACT Lab LLC
Long Beach, CA

TEST METHODS

Method for each test conducted is as follows:

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

TEST RESULTS

<p>C: Compliant; Product meets specified standard NC: Non-Compliant; Product does not meet specified standard NA: Not Applicable to this design NR: Not Requested by the Applicant NP: Not Present</p>	<p>ND: None Detected IC: Inconclusive NT: Not Tested FTR: Further Testing Recommended PPM: Parts Per Million *: See Comments</p>
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CVC 21223 Motorized Scooters

CVC 21223 1015.07033.001-.002			
Ref. #	Test Description	Result	Observations and Notes
21223	Operation Requirements		
(a)	Every motorized scooter operated upon any highway during darkness shall be equipped with the following:		
(a)(1)	Except as provided in subdivision (b), a lamp emitting a white light which, while the motorized scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter.	C	
(a)(2)	Except as provided in subdivision (c), a red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.	C	
(a)(3)	A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.	C	

CVC 21235 Motorized Scooters

CVC 21235 (a) 1015.07033.001-.002			
Ref. #	Test Description	Result	Observations and Notes
21235	The operator of a motorized scooter shall not do any of the following:		
(a)	Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.	C	

END OF REPORT

3) Ability of the operator to limit speeds of scooters (for example within a certain geographic zone, on a user's first ride, etc.).

Our scooters' geofencing capabilities are based on a GPS signal that is accurate within six feet. Based on the speed of the traveling scooter, the scooter will obey a geofence within five seconds, be it a slow-speed or a no-ride zone. Our Operations team can configure geographic zone speed restrictions in our back-end fleet management system, requiring no update to the scooters' firmware. Changes are effective for the entire fleet within minutes.

Our scooters support a reduced-speed first ride for users to allow for acclimation to an often-novel mobility experience. As we look to offer a variety of vehicle types to support a range of riders, we are working to distinguish between a user's first ride with us, and their first ride on a particular vehicle.

4) Describe commitments applicant makes to ensure that devices are safe for operation and what the applicant commits to do if a safety issue with device(s) is discovered, either with a specific device or a fleet-wide issue.

Scooters are fully checked every time one of our Operations members touches the scooter for deployment or rebalancing. All deployed fleet scooters feature the Spin Insight Level 2 onboard diagnostic monitoring system, a suite of 30 sensors checking multiple times per second for 55 defined error states across all components and systems of the device. If a scooter is found to be in need of repair, it is immediately disabled by our Operations team and taken back to the warehouse for further inspection. Please see [Section G\(3\)](#) for more in-depth safety and repair information. In the unlikely event that an issue is discovered that affects every scooter in the fleet, our local Operations team can block all scooters from being rented within 60 seconds using Spin's Mission Control, a capability we have already used in the case of weather emergencies. Users are prompted at the end of every ride to submit any perceived maintenance issue or report any crash. Our Trust and Safety team tracks and reviews these reports at all times to identify trends and coordinate any needed corrective action.

5) Describe commitments to encourage that users wear a helmet while riding, including plans to make a helmet available as part of each rental. Higher scores will be given to applicants that propose a means of providing a helmet with every ride (for example, through device designs, partnerships with Community-Based Organizations and/or businesses, etc.).

If selected to continue operating in San Francisco, we will distribute at least 2,000 free helmets per year (at least 4,000 free helmets during the entire two-year program.) We encourage helmet usage through digital outreach, community collaborations, in-person events, the user onboarding process, and local paid advertising campaigns. Our marketing efforts reinforce this message: everyone in our outreach materials and social media posts wear helmets.

Digital Outreach: We make free helmets available through a variety of digital channels. The "Welcome" email that users receive when creating an account contains links to all Spin safety materials, including a prompt to order a free helmet shipped directly to users after completing the Spin Safe quiz online. We also recognize that owning a helmet is only half the battle; many people find carrying helmets inconvenient. To that end, we have partnered with [Overade](#) to offer our users a 30% discount on foldable helmets, which we promote through the "Welcome" email and the Safety page on our website.

If selected to continue operating, we will also launch an in-app helmet-use incentive feature that rewards the use of helmets to normalize and promote wearing a helmet while riding our scooters. When a user completes their ride, they must take a photo to demonstrate proper parking. If users submit an image showing a helmet with the properly parked scooter, the user will receive \$0.50-\$1.00 in credit towards their next ride.

Community Collaborations: We regularly share Spin Safe information through our diverse partner network. We work with local groups such as the San Francisco Bicycle Coalition and provide them with free helmets to distribute to their members. The Coalition's monthly adult education classes, which are primarily located in key neighborhoods like Hunters Point, are a perfect venue to get helmets into the hands of people who need them the most. Similarly, our Community Coordinators (see [Section I\(8\)](#) for more information) will work with local organizations, businesses, and corner stores in each supervisory district to provide easy-to-access free helmets to users. We will focus this outreach method on areas close to our Spin Hubs, Preferred Parkings Spots, and high ridership areas.

In-Person Events: We distribute free helmets at every in-person event in which we participate. Utilizing our Neighborhood Ambassadors, we will increase our reach to the community at local events such as Sunday Streets in the Bayview, Mission, and Tenderloin, and San Francisco's Lunar New Year Parade.

User Onboarding Process: All Spin vehicles are equipped with a sticker that clearly states, “Wear a helmet.” Before every trip, users are shown educational screens with safety reminders, including the instruction to always wear a helmet.

Local Paid Advertising Campaigns: Starting April 5, 2021, we are running an eight-week Spin Safe out-of-home ad campaign on Muni transit assets. Internal and external bus ads will promote the Spin Safe program, encouraging users to order a free helmet from us, ride in the bike lane, and park at bike racks. We will run these ads on buses from the Woods and Potrero garages to cover the entire city, with a special emphasis on routes that reach underserved neighborhoods in the southern part of the city. Below are images of the Spin Safe ad campaign.


Ad Campaigns on Muni Transit Assets (April-May 2021)

Bus Exterior #1

SPIN


Spin safely in the City by the Bay.


Visit spin.app/safety to take the quiz!



Wear a helmet! Get a free one from Spin by taking the quiz.

Ride in bike lanes, not on sidewalks.





Always lock your scooter to a bike rack.

Bus Exterior #2

SPIN

Ride safely in the City by the Bay.

Learn more at spin.app/safety



Bus Interior

SPIN

Spin Safe gives you the freedom to move safely around the City by the Bay.



- + Use bike lanes when possible
- + Do NOT ride on sidewalks
- + Always ride with the flow of traffic

Take the quiz and receive ride credit and a free helmet!





SPIN

B

| Sample Scooters



B. Sample Scooter

1) One sample scooter must be delivered by April 1st 2021

We will work with SFMTA to deliver one sample of each of the proposed scooters on April 1, 2021. Instructions on how to use the vehicles will be included in the delivery packet.



SPIN

C

| Pricing Structure

C. Pricing Structure

Detailed description of pricing structure including the following:

1) Low-income user plan

Our **Spin Access** program provides five free 30-minute rides per day to residents who are enrolled in a benefits program (e.g., Muni Lifeline, PG&E CARE, CalFresh, or Medicaid). Users can submit an application at www.spinaccess.com or by calling our Support team (1-888-249-9698).

We provide multiple cash payment options for users who are unbanked. The Spin app accepts prepaid debit cards. We will also provide cash payment functionality through PayPal's Digitize Cash feature, which enables users to add cash to their PayPal account at local retailers. We provide users with \$5 in ride credit to offset fees associated with these options.

Additionally, Spin Cash Cards will be available for purchase at our warehouse and from our community partners, such as the Booker T. Washington Community Service Center, once pandemic-related restrictions have been lifted.

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

In March 2020, we launched our **Everyday Heroes** program, offering free 30-minute trips for healthcare workers. During the three months of the program, we distributed free helmets through Zuckerberg San Francisco General Hospital and provided almost 3,000 trips to nearly 300 front line healthcare workers in San Francisco, with trip duration averaging 15 minutes and 1.6 miles in distance. We are reintroducing the Everyday Heroes program in April 2021 to make sure those who are responsible for San Franciscans' health can safely get to work. Users who were previously registered in Everyday Heroes will be re-enrolled automatically. We will promote the program through email, in-app notifications, social media channels, blog posts, and with local hospital partners.

Additionally, we will continue to provide **50% off rides for students** who are enrolled in San Francisco universities and community colleges when they use their .edu email address to create a Spin account.

"Spin is the only micromobility company that has offered to help us provide sustainable and affordable transportation options for staff in Mission Bay during the pandemic. Their commitment to designing micromobility programs for all users, regardless of economic status or background has helped us enroll over 25 low income Mission Bay employees into Spin Access, all of whom are working essential jobs during the pandemic."

- Wendy Silvani, Executive Director, Mission Bay Transportation Management Association

3) Plan for promoting the low-income user plan.

To date, we have worked with over 40 community partners to sign up more than 1,200 users for Spin Access in San Francisco, exceeding requirements in the current program. We will continue to set up Spin Access Partnerships with affordable housing organizations to ease the enrollment process for users (see [Section I\(10\)](#) below). All users learn about Spin Access in the "Welcome" email they receive when creating an account. We also run social media campaigns about the program, featuring stories from real users about their use of the program (see images in [Section C\(7\)](#) below). We are also introducing improvements to the app that will apply the Spin Access discount automatically when new users are approved, eliminating a potential source of user friction.

For the city's 2021 program, we plan to establish **Access Zones** in Key Neighborhoods, giving users an automatic 25% discount on trips that start in areas like Bayview-Hunter's Point, Visitacion Valley, Oceanview, Ingleside, and Excelsior. After starting a trip in an Access Zone, users will receive an email with information about how to apply for Spin Access. For more information on how we and our partners will continue promoting Spin Access, please refer to [Section I\(1\)](#).

4) Proposed rates, including any membership plans.

Standard Rate (for all deployed vehicles)	\$1 to unlock + \$0.39/minute (current Spin rate in San Francisco).
Adaptive Scooters	Users of our deployed adaptive scooters will be charged the standard rate; users who utilize our on-demand service for adaptive scooters will not be charged.
Spin Access	Five free 30-minute rides each day for low-income users who are enrolled in a local, state, or federal benefits program.
Access Zones	Users who start their trips in Access Zones (see map) receive an automatic 25% discount from the Standard Rate.
Everyday Heroes	Five free 30-minute rides each day for healthcare workers.
Spin Pass	Users pay a single flat rate for hourly, daily, weekly, or monthly scooter use, regardless of the number or the duration of the rides the user takes during that time period.
Student Discount	All San Francisco accounts with an .edu address will receive a 50% discount.

5) Plan for offering service to users without a smartphone.

In addition to providing a payment method for unbanked riders, Spin Cash Cards offer text-to-ride functionality for users without a smartphone. By texting a toll-free SMS number, users can add ride credit to their account, unlock or lock any scooter, and check ride credit balances. As noted above, Spin Cash Cards are available for purchase at our warehouse, and will be available for purchase through our partners like SFUSD when pandemic-related restrictions are relaxed.

6) Other pricing incentives or variable rates proposed

Preferred Parking Spots (PPS): PPS incentivize users with \$0.50-\$1.00 in ride credit to park at designated bike racks, thereby keeping scooters organized and reducing clutter. We will have higher incentives within key locations to decrease overconcentration and clutter in high traffic areas. We also encourage the use of our devices as a first-last-mile solution by creating PPS at bike racks adjacent to transit stops. As of March 1, 2021, over 5,200 rides have ended at these locations. Our team will create 20 additional PPS by April 15, 2021, and we look forward to working with SFMTA and our local community partners to add 30 additional locations by July 1, 2021.

Helmet Incentives: When a user completes their ride, they must take a photo to demonstrate a properly parked scooter. If users submit an image of their properly parked scooter and a helmet, we reward that user with \$0.50-\$1.00 in ride credit.

Access Zones: We will establish Access Zones in Key Neighborhoods, including Bayview-Hunter's Point, Visitacion Valley, Ingleside, and Excelsior. Users who start their rides in an Access Zone will receive an automatic 25% discount on their trip, plus an automated email about Spin Access which encourages them to apply if they are eligible.

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

If we receive sufficient evidence that a user lost or vandalized a scooter, we may charge a \$200 fine to help recoup the loss. Sufficient evidence includes police reports, photo evidence, parking photos submitted by users, or ride route data showing a scooter entering a body of water. Users can contest any Spin-imposed penalties through our Customer Support team.

With Spin Access, I was allowed to do what I wanted to do, when I needed to do it. That's freedom.

Jen D.
Spin Access Portland Rider

With Spin Access, I can get my errands done much faster than if I'm taking the bus or public transit.

Justin D.
Spin Access Portland Rider

Spin Access empowers me to explore my city more. It empowers the underprivileged communities to expand their environment!

Joseph P.
Spin Access Portland Rider

SPIN

D

Operations Plan

D. Operations Plan

1) Hours of operation

During the first month of the pilot period, we operated from 6AM to 10PM seven days a week. This primarily meant that the fleet was unrentable outside that time window, i.e., from 10PM to 6AM. By November 14, 2019, we extended our operating hours to 24/7. Our Customer Support team and local Operations team worked three shifts over a 24-hour period to ensure that members of our team were available to respond to any issues or requests.

Over the last year, we received two fleet increases, which allowed us to expand into the western side of the city, specifically, the Richmond and Sunset neighborhoods. We gathered and analyzed the data from months of operating 24/7 across the entire city and found that it was predominantly the Key Neighborhoods and western neighborhoods that benefited from this extension in our operation hours.

If selected to continue operating in San Francisco, our Operations and Customer Support teams will continue to serve the city on a 24/7 basis, providing coverage to all parts of the city. To increase access to users who would prefer an adaptive scooter, our Operations team will carry adaptive scooters 24/7 in our Operations vans so we can respond to rapid on-demand requests. For more information on our adaptive scooter offerings and service, please see [Section D\(2\)](#) and [Section E](#).

2) Describe the Adaptive Scooter device type the applicant proposes to use and what percentage of the fleet applicant commits to including as part of its total fleet.

We strive to ensure we are meeting the needs of all San Francisco residents and visitors by providing a variety of mobility options. In addition to our standard fleet, we will offer the following adaptive scooters. The devices marked "deployed" in the chart below will make up at least 5% of our total fleet, with the 3-wheeled S-200 1st Edition accounting for half of that 5% (i.e. 2.5% of the total fleet size). We will work with SFMTA to devise a plan that will benefit the community and determine the number of deployed adaptive scooters.

Device	Wheels	Seat	Basket	Lock-to	MDS Integration	Deployed	Delivery
S-100 5th Edition	2	✓	✓	✓	✓	✓	✓
S-200 1st Edition	3	✓	✓	✓	✓	✓	✓
Sporty	3	✓	✓	U-lock	*		✓
Rio	The Rio Mobility device is an attachable motor capable of powering a manual wheelchair. As such, the categories that apply to the other adaptive vehicles (e.g., whether they have a seat or basket) do not apply here.				*		✓

*Aggregate rider/user data shared via Special Group Type feature of Reports endpoint in MDS version 1.1.0"

We incorporated feedback we received from the San Francisco Mayor's Office on Disability and our other partners in the disability advocacy space to create an adaptive program that meets the diverse needs of the disability community. As a result, three of our four proposed adaptive scooters include a seat and basket. Our partners had differing opinions on whether two-wheeled or three-wheeled scooters were preferable, so we decided to offer a suite of vehicles that include both options to address a variety of needs. Additional specifications for each adaptive scooter that will be part of our deployed fleet are included below.

S-100 5th Edition with Spin Lock-to, Seat, and Basket

This two-wheeled adaptive scooter was designed to accommodate the needs of people who are comfortable riding a scooter that balances on two wheels, but may be unable to stand for long periods of time. The scooter includes a large and comfortable seat and a wider foot platform as well as a shorter distance between the seat and handlebars. A basket is available to hold a user's personal items. The S-100 5th Edition has Spin SmartLock, our lock-to technology and will be deployed with our standard fleet, normalizing the rental of adaptive scooters.



S-200 1st Edition with Spin Lock-to, Seat, and Basket

We selected this **three-wheeled** scooter because it includes a large, stable seat, and three wheels for added stability. The scooter includes a wide foot platform and a short distance between the seat and handlebars. A basket is available to hold a user's personal items. The S-200 1st Edition with Spin Lock-to, Seat, and Basket will be deployed with our standard fleet normalizing the rental of adaptive scooters. Our robust fixed seat has been improved from the one pictured below, and will be present on our demonstration vehicle and deployed vehicles.



For more information on our on-demand adaptive scooters, please see [Section E](#). For more information about how we incorporated feedback from community partners, see [Section E\(5\)](#). For photos of our additional proposed adaptive vehicles, see [Section E](#).

3) Storage location(s) (including address(es)) of scooters during non-operational hours.

Our warehouse is located at 450 Toland Street, San Francisco, CA 94124. All charging, maintenance or storing takes place at the following locations, and these alone:

1. Spin's warehouse (455 Toland Street, San Francisco, CA 94124);
2. Caltrain Spin Hub charging station (311 Townsend Street, San Francisco, CA, 94107); and
3. Hyatt Centric Fisherman's Wharf Spin Hub charging station (555 North Point Street, San Francisco, CA 94113).

4) Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements.

We have proudly served Key Neighborhoods of San Francisco for the last 17 months. As of March 15, 2021, 32% of our rides started or ended in these neighborhoods, on average. We attribute this success to our diligence in deploying and maintaining minimum thresholds of scooters in these neighborhoods, coupled with regular outreach to reduce any barriers to entry at the source. Our teams will continue to serve Key Neighborhoods as defined in the Distribution Guidelines and Requirements, increasing engagement and outreach to foster ridership.

Operations Team: Our Operations team begins deployment at 5AM, well ahead of the morning commute. The main objectives are topping up the fleet as well as rebalancing the Key Neighborhoods. Our Operations Leads keep their finger on the deployment pulse with our Spin Mission Control system, which gives alerts when local availability exceeds the maximum or dips below minimum levels. All Shift Leads are trained to monitor this dashboard throughout their shift and react decisively to any deviations. Neighborhood Ambassadors are a regular presence on the street, helping people get started with Spin and learn the rules of the road.

Community Partnerships Team: Since launching in October 2019, our robust Community Partnerships team—four team members with a local focus—has engaged with more than 40 local organizations, including many in Key Neighborhoods. These include organizations located at The Mission, Bayview-Hunter's Point, Visitacion Valley, San Francisco State University, Ingleside, and Excelsior, with a focused effort on driving Spin Access registration and raising awareness about Spin Safe. We are committed to continuing to work with the SFUSD Department of Sustainability to engage teachers and staff, with the San Francisco Humans Services Agency (HSA) to conduct outreach at Recertification Days, at Sunday Streets events held by Livable City, on streets infrastructure projects with BMAGIC, and with the San Francisco Bicycle Coalition's Bike to Wherever Day, along with our other partners in Key Neighborhoods. We also plan to hire a Community Coordinator for San Francisco if selected to continue operating in the city. For more information on specific organizations, we work with to execute our Community Engagement Plan, please refer to [Section I](#).

"Spin's teams have been proactive about scheduling check-ins to ensure their scooters aren't inhibiting our community members' ability to navigate sidewalks. They have incorporated our feedback into their Adaptive Program, added audio and tactile alerts to their devices, and they always ensure they have quick response times when moving scooters blocking pathways."

- Jacy Cohen, Director of Strategic Partnerships, The Arc San Francisco

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

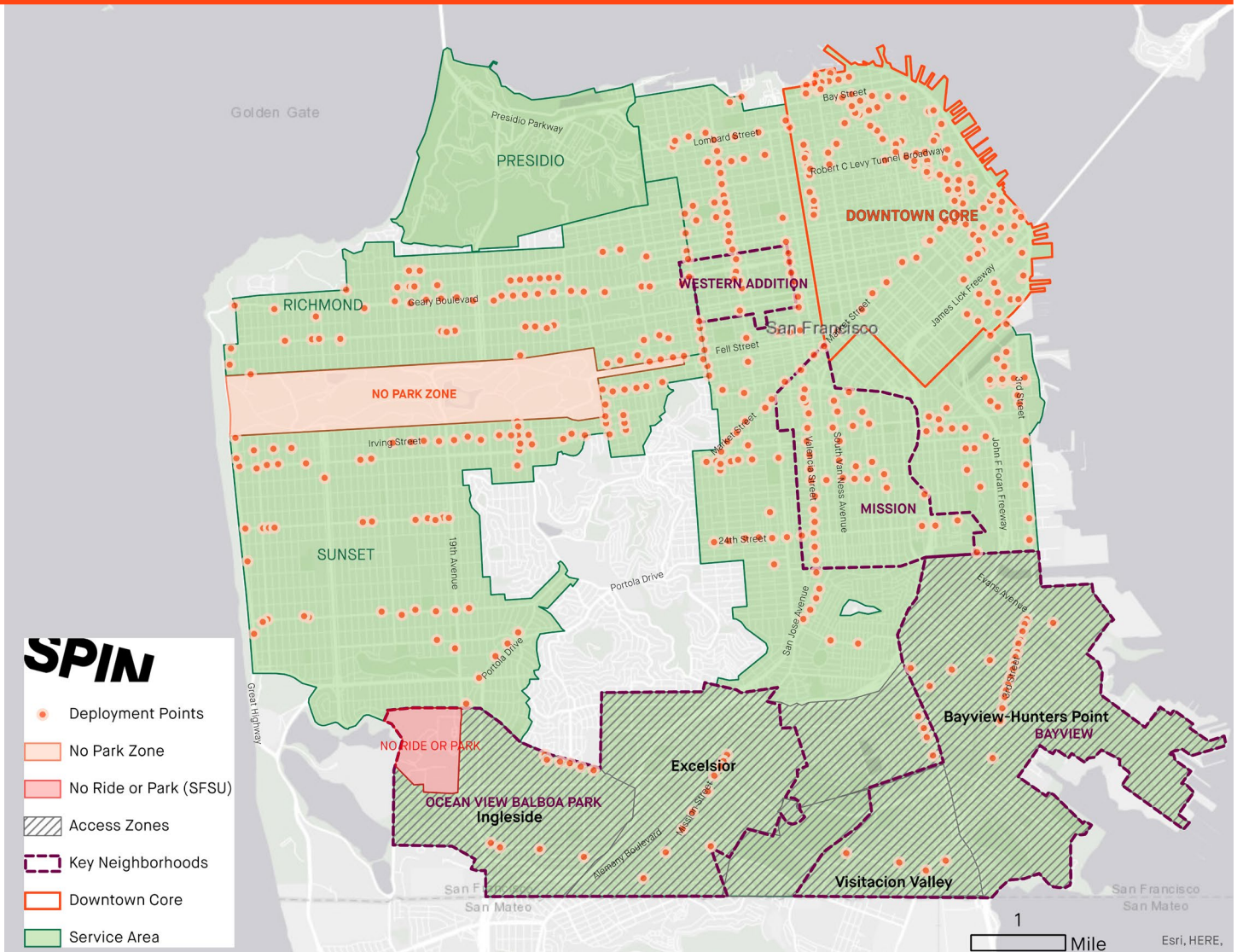
Throughout the last 17 months of operating powered scooters within San Francisco, we have consistently met both the minimum and maximum distribution guidelines and requirements. We will improve upon our success by:

- Morning Deployment Accuracy: Our Operations team will continue to begin deployment for the day at 5AM before the morning commute. Our team will continue to focus on ensuring that minimum thresholds are met in Key Neighborhoods and scooters are available in the right places, like near the Ferry Building and along BART, Muni, and Caltrain stops.
- Ongoing Scooter Rebalancing: On top of the morning rebalancing, our Operations team will increase our continuous

rebalancing sweeps of the entire city, especially high demand and busy pedestrian traffic areas. This tactic keeps the streets and sidewalks safe for locals and keeps us in compliance with SFMTA's Distribution Guidelines and Requirements.

- Increased Dashboard Monitoring and Rebalancing: We will reduce the margin of deviation on our minimum and maximum thresholds. Our Operations Lead will closely monitor the thresholds, ensuring that our scooters never come within five scooters of a minimum or maximum threshold.
- Equal Distribution Across San Francisco: We developed Spin Mission Control, an internal tool that shows the density of scooters across our entire service area, exposing differences in deployment densities. Our Operations team will use this tool to find gaps in availability, pushing for equitable access to Spin scooters.
- User Rebalancing Through Incentivized Parking Areas: Our Preferred Parking Spots (PPS) feature helps guide parking away from oversaturated areas. The App Map shows riders clearly where they can earn ride credit by going the extra distance to end their trip at an established PPS outside the oversaturated zone. We can further reduce parking in oversaturated zones by instituting a Convenience Fee zone for parking in a high demand area, as described in Section D(6).

San Francisco Deployment Locations



6) Describe procedures you commit to following for responding to an identified problem of consistent over-concentration of scooters at a specific location or in a high-demand area.

We commit to the following initiatives to decrease the issue of overconcentration and increase balanced distribution across San Francisco:

- Neighborhood Valet: We were the original operator in San Francisco to introduce the valet service because our team immediately noticed a need for scooters in high traffic areas where the bike rack infrastructure could not keep up with the demand. That is why one month into service, our Neighborhood Ambassadors began the valet service at areas around the City, including outside Salesforce Tower and Fisherman's Wharf. Our team will continue to give out free helmets and safety tips, including "finish your ride at a bike rack" and "do not ride on the sidewalk."



- In-House W-2 Team: We schedule our Customer Support and Operations teams' shifts so that employees are available to respond 24/7. During shifts, our Operations team continuously sweeps the City to ensure that scooters are properly parked and meeting distribution requirements as well as coordinate to respond to any arising needs or requests.
- Constant Rebalancing: We know that San Francisco's micro-mobility needs are not geographically homogeneous. The Embarcadero and other busy areas can require near-constant rebalancing, while other areas may need just a couple of rebalancing sweeps each day. Even in these less-busy areas, our Operations team remains vigilant, monitoring fleet conditions along with both the users' and residents' experiences with scooters by conducting drive-by sweeps and watching the situation on the ground continuously—beyond what the scooters can relay back to the Operations team automatically via their Internet of Things (IoT) devices.
- Preferred Parking Spots (PPS): Areas that are not suffering from overconcentration already host PPS. In San Francisco, our Operations team began with six PPS in 2019, and expanded the number of PPS to 20 as of March 2021. We will grow to a total of 50 PPS throughout San Francisco by July 1, 2021. Our Operations team uses multiple factors in selecting these locations, including large groupings of bike-racks as indicators of areas that need first-last-mile solutions, as well as data analysis of ridership trends.
- Convenience Fee Zone: In response to constant overcrowding and oversaturation in specific areas, Spin is able to implement geofenced Convenience Fee Zones to add an additional parking charge for riders choosing to end their trip in these areas. Spin will only implement Convenience Fee Zones after consultation and with approval from SFMTA.

Although our team will make changes to increase parking compliance and correct overconcentration of scooters, SFMTA's dashboards already show our efforts are working: Spin has the fewest citations of any vendor while operating with one of the largest fleets.

7) Describe your experience providing service during the COVID-19 Pandemic in San Francisco or other cities and how you commit to contributing to San Francisco's Transportation Recovery Plan.

Since the onset of the COVID-19 pandemic, we have stood by the City of San Francisco, its residents, and local front-line healthcare employees. If chosen to continue operating, we will bring our experience from the past year as a contribution to the City's Transportation and Recovery Plan.

No Lapses in Service: Our team continued to provide scooter share throughout the entirety of the pandemic. We never had a gap in service. Indeed, we were the only scooter provider in San Francisco to provide essential transportation services and support in filling the transit gaps left by reductions in Muni service.

Everyday Heroes: In an effort to provide essential transportation services to healthcare workers, we launched our Everyday Heroes program, which offered free 30-minute trips for healthcare workers. Our teams worked with UCSF Mission Bay, UCSF Parnassus, Zuckerberg San Francisco General Hospital, and Dignity Health to deploy at requested deployment points adjacent to their campuses. We distributed free helmets and provided almost 3,000 trips to nearly 300 users in San Francisco, with trip duration averaging 15 minutes and 1.6 miles in distance.

To assist San Francisco with its Transportation and Recovery Plan, we are relaunching the Everyday Heroes in April 2021 to make sure those individuals on the front lines have additional open-air transportation options to get to work. Everyday Heroes program users will receive five free 30-minute rides per day. Those who were registered in Everyday Heroes last spring will be re-enrolled automatically. We will promote the program through email, in-app notifications, social media, blog posts, and hospital partners.

Continue to Safely Provide Service: During the COVID-19 pandemic, our connection with Ford's infrastructure and research allowed us to formulate a regimen aligned with the best practice guidelines of the Center of Disease Control (CDC) to protect both our users and employees from the effects of the pandemic. This protocol has kept our Operations teams safe for over a year.

Specifically, each time one of our local Operations team members inspects a scooter during deployment, rebalancing, or maintenance, they wipe the scooter down at major touch points using disinfectant wipes or spray and clean towels. Wipes are discarded afterwards; towels are cleansed in the CDC-recommended solution and then dried. All Operation team members wear personal protective equipment (PPE) for their work, operational vehicles are sanitized whenever drivers switch, and Operations team members no longer share vehicles.

On top of the initiatives mentioned above, we will additionally commit to the following:

1. Further align with SFMTA on health and safety messaging that we will share with all users.
2. Continue to sponsor and enhance safe streets infrastructure, similar to our upcoming partner projects with SFMTA on quick-build projects in the Bayview and Tenderloin.
3. Reach out to additional community groups to ensure that they feel supported with equitable transportation options throughout the reopening process.
4. Pinpoint where additional bike rack infrastructure is lacking and create a comprehensive bike rack map alongside SFMTA for both our users and private bike owners to utilize.

8) Describe applicant's ability and timeline to support the Mobility Data Specification (MDS) version 1.0 and, when adopted, 1.1. Additionally, describe your company's ability and timeline to implement the Reports endpoint under the Provider API in v1.1 of MDS, including the addition of adaptive scooters as a special group type.

We are leading the industry in the ongoing development of the Mobility Data Specification (MDS) through our participation on the Open Mobility Foundation's (OMF) Tech Council. We serve as the co-chair of its Privacy Committee, and as a member of its Strategy and Provider Services Working Group Steering Committees. We introduced the special_group_type feature in MDS and were instrumental in the development of the Reports endpoint as evidenced in those issues on [OMF's GitHub page](#). As such, we are well-positioned upon program launch to support both the newest versions of MDS, as well as beta features that may be important to ongoing oversight or future planning.

We will support MDS version 1.0 by the program launch date of July 1, 2021. We will also support MDS version 1.1 by the program launch date of July 1, 2021, or upon its release if OMF board approval occurs after July 1st. Additionally, we commit to implementing the Reports endpoint with version 1.1 and including adaptive scooters as a special_group_type.

A photograph showing the lower legs and feet of several people riding electric scooters. The scooters have bright orange frames with the word "SPIN" written vertically in white. The riders are wearing various styles of jeans and sneakers. The scooters are parked on a paved surface.

SPIN

Complementary Adaptive
Scooter Plan

E. Complementary Adaptive Scooter Plan

1) Proposed adaptive device type(s).

Please refer to [Section D](#) for the adaptive scooters that we propose to include in our deployed fleet. Based on our conversations with disability rights organizations over the past 17 months, we understand that they need an on-demand delivery model as well. Therefore, our Operations team will deliver the Sporty and the Rio Mobility wheelchair attachment directly to the user, accommodating different drop-off and pick-up locations for added flexibility. The rental of these scooters will come at no cost to the user.

Sporty: The Sporty is a larger, more stable scooter, designed to provide the highest level of stability out of our adaptive scooter offerings for people who are uncomfortable using our other models. The Sporty has a larger frame, can support more weight, has a wider and more supportive seat with a seat-back, has three wheels to provide the highest level of stability, and has a spacious basket.

- | | |
|---|--------------------------------|
| 1. Throttle | 11. 48V, 12AH SLA battery |
| 2. Dual-hand brakes | 12. 15 mph max speed |
| 3. LED front light | 13. 300 lb weight capacity |
| 4. Foldable stem | 14. 500W motor |
| 5. Suspension fork | 15. 7" floor clearance |
| 6. W: 26" x L: 55" Weight Capacity: 300 lbs | 16. Adjustable steering height |
| 7. Front 12" pneumatic tire | 17. Turn signals |
| 8. 2 Back 11" pneumatic tires | 18. Rear/brake lights |
| 9. Basket (11"D x 20" W x 10" H) | 19. 111 degree turning radius |
| 10. Seat with back rest | |



Rio Mobility: To accommodate the needs of wheelchair users, we also plan to offer the Rio Mobility attachment, which serves as an attachable motor capable of powering a manual wheelchair. We will obtain approval of SFMTA before we include this in our on-demand adaptive scooter fleet.



- | | |
|---|--|
| 1. Customizable speed: max 12 mph | 8. 350W, 36V geared brushless hub motor |
| 2. Swappable lithium ion 36V, 7AH, 252 Wh battery—15 mile range | 9. Locking headset for easier transfer |
| 3. 160mm dual disk brakes with cooling fin brake pads | 10. Full color display screen with haptic-touch feedback buttons |
| 4. Aluminum 6061 frame | 11. Ergonomic handlebars |
| 5. 12.5" x 3" Tire | 12. Weight 35 lbs |
| 6. Dual LED Headlights - 10 LUX per side | 13. Dimensions: 35 L x 13 W x 12 H |
| 7. Dual Kickstands | |

2) Proposed adaptive service model(s), including service area, program eligibility, pricing structure, and reservation/request process.

All users living within the San Francisco service area will be able to reserve the Sporty or the Rio Mobility. We will offer deliver and pick-up for these devices upon request by eligible users.

The Sporty and the Rio Mobility will be available at no charge. Users can reserve these devices through our [webform](#), by calling or emailing Spin's Customer Support team (1-888-249-9698 and support@spin.pm), or by messaging our Customer Support team through the Spin App. Our comprehensive Adaptive Scooter Program [webpage](#) provides important information on the rental process, cost, hours, location, and related topics.

3) Description of community engagement on the Complementary Adaptive Scooter Plan conducted to date.

Our accessibility partners helped shape the current program and Complementary Adaptive Scooter Plan with their feedback. We are working with ten local disability advocacy organizations, including the Independent Living Resource Center (ILRC) and many others (full list [here](#)). Since launching, we have held more than 20 meetings, focus groups, and events, including the distribution of a user survey to better understand community members' needs (see [Section I\(5\)](#) for survey results). Addressing the needs of our non-user base is core to our safety efforts; we work with Lighthouse for the Blind as well as Senior and Disability Action to ensure members of the general public feel safe sharing the street with our scooters.

4) Plan for continued outreach and marketing of the Complementary Adaptive Scooter Plan during the permit term, if selected, including how the feedback and perspectives of members of the disability community will continuously be incorporated into the Complementary Adaptive Scooter Plan.

Outreach: On a semi-annual basis, we will conduct user surveys through our partner organizations to gauge how well the adaptive program is meeting their members' needs and adjusts accordingly. We will also host Adaptive Scooter Demonstration Days, vehicle demonstrations, and focus groups with disability advocacy partners, and with the San Francisco Parks Alliance and the Parks Department (SFRPD) to reach a broader audience. We are also exploring whether Golden Gate Park can serve as a community hub for renting adaptive scooters.

Marketing: We will regularly message all users in San Francisco to raise awareness about the program. As discussed with SFMTA, we will also distribute surveys for adaptive users to continually improve the program.

5) Plan for reporting data and your framework to evaluate the Complementary Adaptive Scooter program during the permit term, including whether data will be reported manually or whether devices will be MDS-enabled. Higher scores will be given to applicants that propose using MDS-enabled devices, and to applicants that explain how they will use ongoing evaluation methods (such as surveys) to improve their Complementary Adaptive Scooter program.

As discussed in [Section D\(1\)](#), Operations team members will keep at least one seated S-100 5th Edition and one seated S-200 1st Edition in the delivery van to deliver these devices rapidly on demand. Like the data collection for other deployed devices, we will use MDS API integration for the S-100 and S-200. We will use manual collection for the Sporty and the Rio Mobility. Our reservation system will support the manual data collection. We will aggregate that data in monthly reports, including number of trips, users, and available scooters. The MDS Reports API will expose such manually-collected data to SFMTA, utilizing the `special_group_type` feature with an agreed-upon data redaction approach to ensure user privacy is maintained.

We will evaluate the program using all available data continuously, looking at trip origins and destinations, day of week, and time of day. This will help us optimize deployment of fully fleet-integrated, seated S-100 5th Edition and three-wheeled S-200 1st Edition scooters and maintain adequate supply of on-demand system scooters.

As mentioned in [Section E\(4\)](#), we distribute post-ride surveys to evaluate our offerings qualitatively. User surveys ask about the reservation process, scooter availability, scooter design, and trip ratings, and we incorporate a written section for users to provide candid feedback. We also hold focus groups with both user and non-user bases through our partner organizations in order to better understand safety concerns, demand, potential trip purposes, scooter features, and accessibility needs. We will present summaries of both our quantitative and qualitative evaluations to SFMTA in our monthly reports.



SPIN

F

Plan for Safe Scooter Riding & Parking

F. Plan for Safe Scooter Riding

1) Describe all education and training that you commit to implementing to ensure legal operation of all scooters

Our Spin Safe program reflects our commitment to safety education for all road users. Spin Safe meets community members where they are, with a mix of in-person and digital programming. In the app, Spin Safe is intentionally designed to blend into the user experience, making safety education a part of every trip.

Spin Insight Level 2: We are excited to add Spin Insight Level 2 to our user education toolbox. Its ability to detect and report sidewalk riding will rapidly incentivize users to remain off the sidewalk and use bike lanes when available. Spin Insight Level 2 detects consistent use of bike lanes and gives an affirmative audio tone when users enter bike lanes. When users consistently use bike lanes and do not ride on the sidewalk at all, Spin Insight awards a ride credit. Spin Insight identifies instances of sidewalk riding instantly and with over 95% accuracy, empowering Spin's Support team to issue penalties for repeated sidewalk riding using our proven citation system.

"Try as I might, I was unable to fool the system into failure."

- Art Raymond, Deseret News, after riding with Spin Insight Level 2 in Salt Lake City, Utah

In-App Education: Before taking their first trip, users are reminded of the age restrictions under California state law. They have to scan their driver's license to affirm its validity and their age, and they have to take a selfie image to prove that they are the owner of said license. Next, the app presents San Francisco-specific video and safety screens that deliver safety instructions, including a reminder to never ride on sidewalks. Users must pass a mandatory quiz that has questions directly related to the video.

After their first ride, regular in-app notifications reinforce safe riding and parking. We can modify these messages in consultation with SFMTA and local partners. In Salt Lake City, for example, we worked with the Disabled Rights Action Committee to message users on the importance of keeping the roadway safe for other vulnerable users.

Ongoing Digital Engagement: Since beginning operations in October 2019, we have conducted 180 in-person and virtual events, with 60 of those events taking place in Key Neighborhoods. Our partnership with the San Francisco Bike Coalition is an exciting opportunity to bring six virtual scooter training courses and helmet giveaways to an additional, local audience.

Newly-registered users receive a "Welcome to Spin" email with Spin Safe information and links to safety resources. The core Spin Safe curriculum consists of five short safety videos, available in English and Spanish. Our "On the Road" video emphasizes the importance of not riding on the sidewalk. In December 2020, we sent emails to users who were flagged in our system as violating rules, including riding on the sidewalk. We shared the relevant Spin Safe video and a short quiz to reinforce proper rider behavior.

We also communicate with our users and the general public through our website, blog, and social media. Our social media platforms regularly share safety reminders, and always show users wearing a helmet and following the rules of the road.

On-Device Reminders: Each of our scooters is equipped with a sticker on the handlebars reminding the user, "Do not ride on sidewalks." Stickers are checked as part of regular scooter maintenance.

Citations and Penalties: We have a citation and fine system that penalizes users found riding on the sidewalk or improperly parking. Since launching in October 2019, we have issued 4,786 citations and fines to users, expelling 61 users from our platform. Not only did this reinforce safety messaging, but it alerted users to the fact that we will follow up and hold them accountable for their actions. Please see Section F(8a) for our citation and penalty system.

Local Paid Advertisement Campaign: Starting April 5, 2021, we will run an eight-week Spin Safe ad campaign on Muni transit assets. Internal and external bus ads will remind users to ride in the bike lane or street, end their trip at a bike rack, and encourage users to order a free helmet from Spin. Ads will cover the entire city, with a special emphasis on southern routes that reach Key Neighborhoods. We hope keep the campaign active if chosen to continue operating.

Scooter Demonstrations: Once in-person events are permitted again, our team will demonstrate how to use a scooter safely in a controlled environment, giving new users the chance to get comfortable using a new transportation mode. At all in-person events, we distribute free helmets and safety collateral, including “tips for your first ride” handouts and links to the Spin Safe online quiz, both of which emphasize the need for the user to avoid sidewalk riding.

2) Describe your plan to limit speeds (for example, on a user’s first ride to allow new users to learn to operate devices at a slower speed, in certain geographic areas or locations, or if a user is detected as riding on the sidewalk, etc.).

We will limit speeds in a variety of ways to increase safety and awareness to our users.

Slow First Ride: The micro-mobility industry observed early on that a user’s first trip incurred a surprising number of all the safety incidents—up to one third, according to some studies. We responded with a feature that automatically sets our scooters to lower speeds for a user’s first trip. We are working on extending this to support tracking the first-time riding at the level of the scooter type, so that riding newer models can be treated as a novel experience as well.

Capping Speed: We will continue to comply with SFMTA’s requirement that scooters cannot exceed 15 mph. When going down hills, Spin’s fleet scooters automatically and safely engage regenerative braking in the motor to keep speeds under the 15-mph limit.

Geofencing: We use geofencing as a critical tool for enhancing safety. Our scooters report their location every second and accurately respond to our internal geofences. With respect to speed, our Spin Mission Control system supports go-slow as well as no-go zones. Entering such a zone either caps the scooter’s top speed to the defined limit or makes the scooter roll to a stop altogether.

Spin Insight 2: Our Spin Insight Level 2 technology directly responds to the sidewalk riding concerns of the San Francisco community. It allows the scooter to detect with very high accuracy when a user is riding a scooter on the sidewalk. The scooter reports this incident back to our Operations team, which puts the violation on the user’s account, even when no one witnesses the act. In addition, the scooter emits audio alerts to warn the user of the violation as well as surrounding pedestrians of the danger. These signals are unpleasant, take the fun out of joy riding, and elicit the social censure of nearby road users.

3) Describe how you commit to educate users on how to report a collision or other safety incident to you and appropriate authorities.

The safety of our users and the public is our top priority at all times. Our sign-up process educates users on how to report safety incidents or collisions via the mobile in-app forms or by email. All scooters show our customer support phone number. Customer support forwards all safety incident reports urgently to the local Operations Managers.

a) Commitment to offering users the option to report safety issues, including involvement in a collision, at the end of every ride.

At the end of every ride, the app asks for feedback from the user. If they give fewer than four out of five stars, the app prompts them to select common reasons for a poor ride experience, including maintenance issues and safety incidents, or to write in their reason. Any selection or entry generates a ticket for Spin’s support team, which follows up with the user or initiates our crash investigation process. It is also easy to report an issue at any time, including without starting a trip, by clicking the “!” button on the main app screen. This creates a ticket for our Customer Support team with a GPS tag so that our Operations team knows where to take action.

Safe Parking Measures

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

All of our messaging and training reinforces proper parking, including our Spin Safe videos and quizzes, because improper parking is one of the main sources of non-user frustration and community friction to any micro-mobility system using shared scooters.

We believe it best to educate users simultaneously on how to park and ride properly, by teaching scooter etiquette (see Section F(1) above).

In-App Education: All new users will undergo an onboarding process that includes a mandatory safety video and corresponding quiz that teaches them on how to park their scooter properly. Additionally, we will use in-app push notifications to remind users that scooters should be parked at a bike rack and must be out of the public right-of-way.

Ongoing Digital Engagement: A newly registered user receives a "Welcome to Spin" email with Spin Safe information and links to safety resources. Specifically, the Spin Safe video titled "Ending Your Trip" in the email emphasizes the importance of ensuring scooters are properly parked. We will continue to send these emails to users and add any additional information that SFMTA deems necessary.

On-Device Reminders: Each of our scooters is equipped with a sticker on the handlebars reminding the user, "Do not ride on sidewalks." We will add the text, "Park at a bike rack" to this sticker.

Trip-End Photos: We have a citation and fine system that penalizes users found riding on the sidewalk or improperly parking. Since launching in October 2019, we have issued 4,786 citations and fines to users, expelling 61 users from our platform. Not only did this reinforce safety messaging, but it alerted users to the fact that we will follow up and hold them accountable for their actions. Please see Section F(8a) for our citation and penalty system.

Incentivizing Good Parking: Our app shows Preferred Parking Spots (PPS), which incentivizes users to end their ride properly at select locations in order to receive \$0.50 to \$1.00 towards their next ride. Our proven review of trip-end photos will further enforce and thereby incentivize good parking.

Local Paid Advertisement Campaign: As mentioned previously, starting on April 5, 2021, we will run a Spin Safe ad campaign on Muni transit assets, which will include reminders for users to end their rides with properly parked scooters at bike racks. If chosen to operate during the next iteration of the program, we will continue this campaign.

5) Describe any incentive programs you will implement to encourage riders to properly park scooters at bike racks or other locations specified in the SFMTA's Mobility Device Parking Requirements and General Guidelines (Appendix 1),

We use Preferred Parking Spots (PPS) and Spin Hubs charging stations to help maintain an orderly scooter program. We also use geofencing in addition to infrastructure to corral scooters toward these locations by surrounding them with no-parking zones. We incentivize parking at PPS and Spin Hubs with a ride credit between \$0.50-\$1.00.

On all of our fleet's scooter models, when riders attempt to end their trip, the scooter checks if it is upright and challenges the rider to correct any tip-over before they can end their trip. If not properly parked, the improper parking is reported to our Operations team. Part of every successful parking is the end-of-trip photo, which our Customer Support team reviews. We emphasize the safety of the users by incentivizing end-of-trip photos of properly parked scooters and a helmet with \$0.50 ride credit. Our proposed new main fleet vehicle, S-100 7th edition with Spin Insight Level 2 scooter model, is particularly difficult to tip-over accidentally, since it has a double kickstand.

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

All of Spin's proposed deployed fleet scooters will feature our proprietary locking mechanism, proven effective in San Francisco's current pilot, which uses wireless connectivity and an advanced integrated cable system to attach the scooter securely to infrastructure. While riding, the cable coils up and clicks into the lock mechanism for safe storage. Spin's lock does not use combination codes or physical buttons; the lock is powered by the scooter's battery and has a theft-deterrent and tamper-resistant design. The lock-to mechanism allows users to lock their scooter to any compliant city-designated parking location. To unlock the scooter, users must scan the QR code located on the handlebar; the lock will release automatically and the scooter is ready to ride.

7) Describe your plan to display bike rack locations in app. Higher scores will be given to applicants that propose plans which utilize and build upon SFMTA's publicly-available bike parking data, including through methods such as crowdsourcing rack locations. Crowdsourcing could include allowing users to submit photos and locations of bike racks to the permittee for inclusion in the app.

Spin looks forward to integrating and contributing to SFMTA's bike parking data as a part of our regular operations, making as many of San Francisco's over 5,000 bike parking locations visible to users as possible.

Display: Using SFMTA bike rack data, we will show each bike rack or small to medium cluster on the app map with a

“P” icon. Large bike rack clusters will be displayed as two adjacent P icons. For areas that are incentivized as Preferred Parking Spots, the app uses a “\$” to show the availability of a ride credit for parking there. See [Section N](#) for examples.

Crowdsourcing: We already collect a user-submitted photo showing a San Francisco bike rack at the end of every compliantly parked trip, meaning we already hold a significant dataset of racks which may not be part of San Francisco’s dataset. We commit to devote 20 hours of qualified GIS Specialist staff time each quarter to comparing our trip end locations against SFMTA’s bicycle parking dataset, and identifying trip ends at bike racks not present in the SFMTA dataset. After checking that each new rack is on public property, we will then add the new rack or rack cluster to our map. We will also share the GIS shapefiles of new racks associated with each new location to SFMTA for incorporation into SFMTA’s dataset.

Accountability Measures

8) Describe rider accountability measures you commit to implementing and how you commit to monitoring compliance with applicable laws and regulations.

Our Spin Insight Level 2 technology allows the scooter to detect sidewalk riding with very high accuracy. The scooter reports this incident back to our Operations team, which puts the violation on the books, even when no one witnesses the act. Spin commits to using sidewalk detection to issue consequences per the penalty structure below.

Our Customer Support team also reviews 100% of all parked scooters through user submitted trip-end photos. If users are found to be parked improperly, we will continue to apply our tiered penalty structure, involving warnings and substantial fines, as well as permanent account suspension for those unwilling to comply, detailed under 8(a) below. Our previous experience in San Francisco showcases the success of this strategy: consequences, ranging from warning messages to fines, have been issued for less than 5,000 of the 525,000 trips taken, which is less than one percent of all trips. For detailed statistics on consequences, see 8(b) below.

a) Please submit an escalating penalty structure you commit to implement to hold riders accountable for repeated improper, unsafe and/or illegal parking or riding behavior that is observed by or reported to the permittee.

We work hard to educate all our users on how to ride and park scooters in San Francisco. For those unfortunate cases where users refuse to comply, we created a fine and citation system to penalize users directly. For our users's sake, if chosen to continue operating, we will keep the following structure for both parking and riding issues in place:

- **First time:** Customer Support team issues a warning notification with a reminder about the specific rule broken, and a reminder that incorrect parking or sidewalk riding can lead to fines and account suspension.
- **Second time:** In addition to the warning and safety reminders, the user receives a \$10 fine.
- **Third time:** Customer Support team issues a \$25 fine, and the user account is suspended for at least 24 hours. User must play our Good Scooter/Bad Scooter compliance quiz and pass with 100% to unlock their account.
- **Fourth time:** Customer Support permanently suspends the user's account, including their payment method.

b) Describe how your escalating penalty structure will hold riders accountable specifically for unsafe and/or illegal riding behavior.

Within this penalty system, in effect throughout SFMTA's Powered Scooter Share Pilot Program, we have issued the following to our users, as of March 1, 2021:

- **4,194** - warnings
- **490** - \$10 fines and reminders of safe riding and parking
- **102** - \$25 fines, account suspension for 24 hours, and mandatory safety quiz to unlock account
- **61** - permanent suspensions of account and payment methods

Out of the 525,000 trips completed in San Francisco, we have issued almost 5,000 fines and citations. Within those users that we did cite, there is a clear and sharp decrease with the number of users who are found to improperly park or ride after their first warning, showing our penalty system is effective. We have every reason to believe that this success will predict future effectiveness, if selected to continue operating in San Francisco.

c) Describe how your escalating penalty structure will hold riders accountable specifically for improper parking.

It is clear that our penalty structure holds users accountable for improper parking. Since our Customer Support team checks 100% of all trip-end photos users take of their parked scooter, we have an accountability loop with our users. The data cited in question (b) shows a sharp drop in citations and penalties as users move up the penalty structure. Additionally, Spin has the fewest citations according to [SFMTA's public dashboards](#) while maintaining one of the largest fleets, underscoring our success.

9) Describe your investigation and resolution process regarding complaints about improper, unsafe, or illegal riding/parking behavior.

Our Customer Support team receives complaints from both users and non-users via email, phone, social media, and in-app support. Once a request is received, our Customer Support team directly works with our local Operations team to solve the problem in the following ways:

- a. Regarding a Scooter: Operations team picks up the scooter for a thorough investigation within two hours.
- b. Regarding a User: Customer Support will investigate using the scooter number and cross-reference the information in the complaint with the data in our Spin Mission Control system. If we are able to identify the user and the safety concern, we may reach out to educate and possibly fine the user.
- c. Other Requests: Customer Support will consult with the Operations team to determine further action.

We always follow up with the initial reporter of the complaint. In cases where SFMTA files a safety complaint, we send an email acknowledging receipt and action taken. All incoming complaints and requests are logged weekly into SFMTA's shared Complaints Database.

10) Describe any additional scooter modifications, notification systems, infrastructure, etc. not otherwise mentioned in this application that further ensures safe scooter riding and/or parking.

Spin Streets Program: Our Streets team works with local nonprofits, city agencies, and advocates to create streets that are safer, more livable, and accessible. As an operator of shared scooters, we believe it is essential to our business and our responsibility to work toward a systemic approach to street safety. We wish to open our streets to all modes of movement and all people. The design of our streets should reflect the needs of our communities. We want to improve the public right-of-way and create more space for people to move through and enjoy their communities safely. To accomplish these goals, our Streets team commits funding and staff resources to help create bike lanes, safer intersections, and other infrastructure projects.

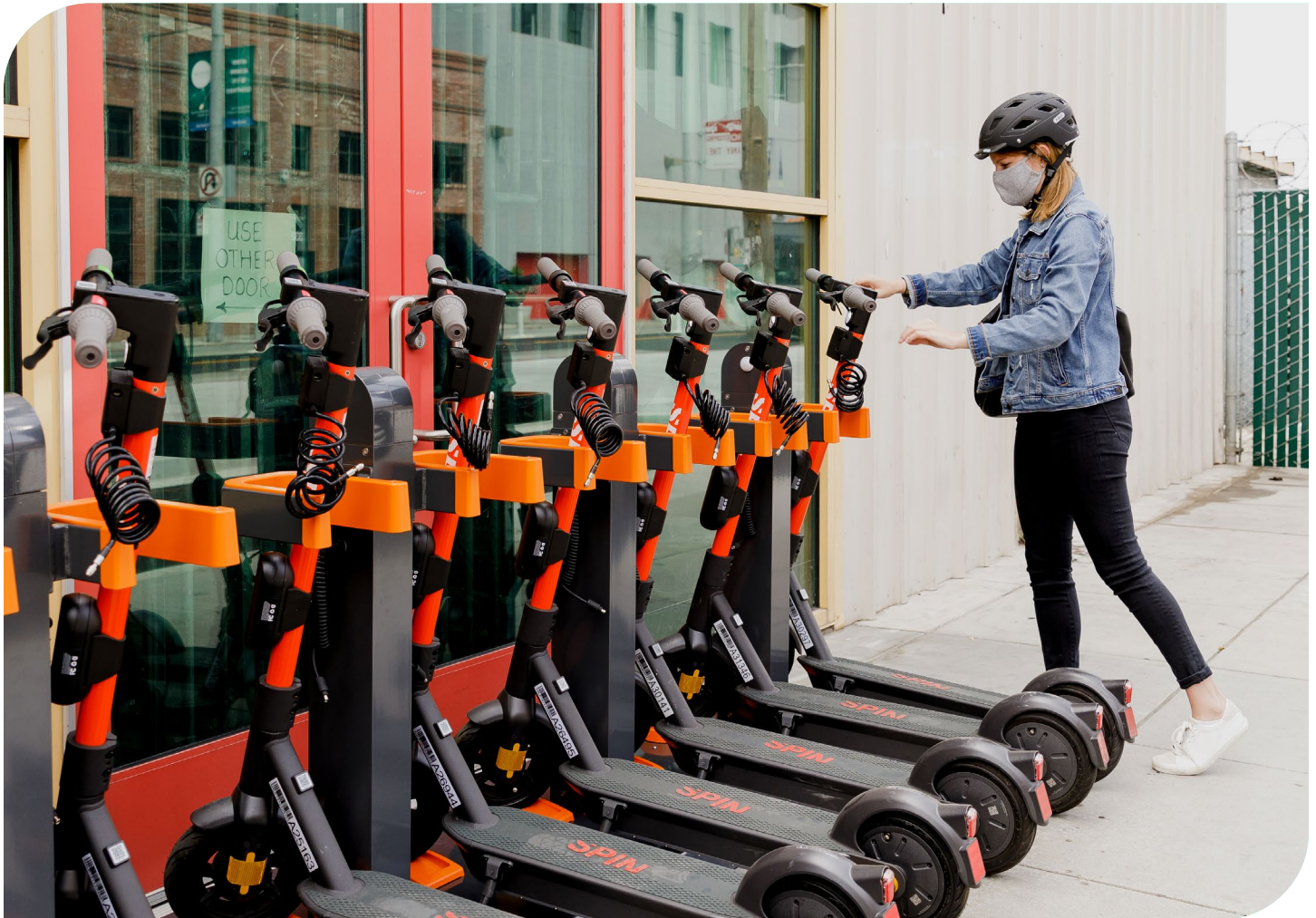
Our Street's website details our recent projects throughout the country. In early 2021, we provided funding to enhance two SFMTA projects in the Tenderloin and Bayview, including funding artist stipends and materials to paint murals on existing K-Rail barriers. If selected to continue operating, we look forward to further investment in SFMTA and community-driven transportation projects, such as:

- Design and build intersection treatments to slow scooter speeds and increase pedestrian, bike, and scooter use;
- Add pop-up mobility lanes and scooter parking;
- Add placemaking elements to existing and planned city-led streetscape enhancements;
- Design and build scooter parklets and mobility hubs to promote first-last-mile connectivity;
- Upgrade bike lanes to protect pedestrians and bikes better from scooters; and
- Demonstrate truly protected intersections with superior bike lanes and pedestrian refuge.

"Last year, Tranzito chose Spin as the exclusive provider for scooter charging infrastructure at the 4th and King Caltrain station. If chosen to continue to operate, we look forward to continuing to work with Spin to add additional multimodal options to San Francisco!"

- Gene Oh, President, BikeHub

Spin Hub Charging Stations: We pride ourselves on working with cities to identify an appropriate scope for added infrastructure. We have already installed Spin Hubs at the 4th and King Caltrain station and at the Hyatt Centric Fisherman's Wharf San Francisco. We are eager to work with the City and other stakeholders to identify additional locations for the placement of Spin Hubs. Based on our existing operations as well as data analysis, we foresee high demand for and value from Spin Hub placements. Since the majority of scooter citations for improper parking take place in the Embarcadero, we are engaging the Port of San Francisco to bring Spin Hub parking options to that area.



11) Describe procedures for noncustomers to notify the company through phone, app, website, or email, if there is an improperly parked scooter, along with how you commit to respond to and log these complaints in the shared complaints database.

We have a variety of channels for non-users to report improperly parked scooters along with safety and maintenance issues. The following channels are available to non-users: email (support@spin.pm); phone (1-888-249-9698); and social media ([Twitter](#), [Facebook](#), and [Instagram](#)). Regardless of who notifies us, our Operations team will respond and resolve any issue within two hours. If selected as a permittee to operate, we will continue to update the Complaints Database within one week of receipt and share the resolutions for each complaint in the database within two weeks.

12) Describe your commitment(s) to ensure customers have a valid driver's license, including how you will address issues such as riders under the minimum legal age operating scooters.

We will continue to ensure that Spin users have a valid driver's license and are over 18 by requiring all users to scan a valid driver's license before taking their first ride. Spin has verified over 100,000 licenses to date in our San Francisco system, and we have no complaints about underage riding in our SFMTA shared Complaints Database. To further enhance our verification functionality, Spin will introduce a supplemental face verification step to our ID scanning process, which requires users to take a selfie that is then matched to the submitted ID. Additionally, we can re-prompt ID verification for users at set intervals, if SFMTA requires such functionality equally of all operators.

A background image showing several people riding electric scooters. The scooters are orange and black, with the word "SPIN" written vertically on the orange frame. The riders are wearing casual clothing like jeans and sneakers. The scene is outdoors, possibly on a sidewalk or a designated scooter lane.

SPIN

G

Recharging, Maintenance,
Cleaning, and Sustainability Plan

G. Recharging, Maintenance, Cleaning, and Sustainability Plan

1) Describe how scooters will be recharged.

a) Describe the location(s)/building(s) and specific room(s) where the scooter will be charged, including addresses and power sources.

All of Spin's scooters are charged within San Francisco, in one of the following three locations:

Location: Spin's Warehouse (450 Toland St., San Francisco, CA 92124)

- Sources and Modifications: Warehouse was upgraded to meet California electrical and safety regulations. Spin uses 100% renewable electricity from CleanPowerSF's Supergreen Program to power the warehouse and charge our scooters. Scooters are charged via purpose-built charging rows, with walkable spaces between each row, and plugged in via a "four-gang" outlet, which is connected to the overall power system via conduit.
- Scooters Charging in Warehouse: 600 (with current non-swappable technology). We propose bringing swappable technology to our scooters to make charging even more efficient.
- Sprinkler: Yes, location has a sprinkler system. It also has the following to protect against potential fires: fire extinguishers placed within 50 feet of any work being performed; fire cabinet and blanket; six barrels around the warehouse filled with vermiculite and sand; and Emergency Action Plan outlining duties related to mitigating fire-related emergencies, evacuation, and emergency contacts.
- Smoke Detection/Fire Alarm System: Yes - the smoke detector also acts as a fire alarm. A separate fire alarm system is connected to sprinkler heads that detect heat.

Location: Spin Hub Charging Station - Hyatt Centric Fisherman's Wharf SF (555 N. Point St., San Francisco, CA 94133)

- Sources and Modifications: Near the front entrance, uses a standard 120v outlet, no electric modifications
- Scooters Charging in Warehouse: 6 Scooters
- Sprinkler & Smoke Detection/Fire Alarm System: Outdoor location, unit features electronic fault monitoring

Location: Spin Hub Charging Station - 4th and King Caltrain Station (311 Townsend St., San Francisco, CA 94107)

- Sources and Modifications: Located outside the Bike Station; Uses a 120v power source; Spin completed required electric work to run conduit from the circuit to the Spin Hub to power the station
- Scooters Charging in Warehouse: 16 Scooters
- Sprinkler & Smoke Detection/Fire Alarm System: Outdoor location, unit features electronic fault monitoring

b) Describe how your staff, including company employees, staff from staffing agencies, and/or independent contractors, will know when a scooter needs to be recharged. Describe any information and training you will provide to any staff and/or contractors handling recharging concerning safe charging practices.

All new hires are enrolled in our Operations Academy Curriculum, which includes in-person and digital training modules, an intensive review of relevant local regulations, and ongoing mentoring from a more experienced employee. Spin's employee training program includes:

- Extensive onboarding and continuous on-the-job training that covers OSHA, battery safety, and operational standards training; ongoing weekly specialized training that focuses on improving practices or policies that staff, residents, users, or incident reports have flagged; and monthly reviews that reinforce OSHA, battery safety, user engagement, and operational standards training.

OSHA and battery safety training takes place at our warehouses and reviews Injury and Illness Prevention Program (IIPP), Materials and Safety Datasheets (MSDS), and best practices in case of safety incidents. It also includes basic electrical safety training, such as Lithium-Ion battery handling, chemical storage, and emergency fire management procedures.

Everyone learns how to perform safety checks before deployment to ensure the scooter fleet is well maintained.

Operational Standards Training is available in multiple languages to best support our employees. Training encompasses:

- Operational Methodology: How to maintain proper minimum scooter availability within all service areas, address issues of over-concentration, and how to aggregate scooters for collection by warehouse staff.
- Parking standards: How and where to park Operations vehicles during deployment and rebalancing, and how to manage each operating area to ensure adherence to standards, regulations, and permit requirements.
- Battery Levels: Identifying scooters with unrentable battery levels (below 25%), and how to efficiently get them ready.

- Operational Zone Reviews and Updates: Regulating speed, scooter distribution, and conditions specific to some service zones.
- Scooter Safety Checks: How to clean and inspect a scooter, and test ride it prior to deployment.
- Scooter Loading Best Practices: How to load and unload scooters safely while applying the safety checks.

c) Describe how you will educate and train all staff handling recharging how to safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance.

100% of Spin's Operations team are in-house W2 employees and a part of Teamsters Local 665. All Operation employee applicants undergo a driving test. During onboarding, employees learn how to adhere to local parking regulations. Everyone is taught to yield and give priority to Muni. Parking in red zones, handicapped parking spots, bus lanes, and bike lanes is forbidden. Additionally, idling is forbidden and the vehicles must be pulled fully up to the curb where they will not impede on vehicle or bike travel lanes. Our team never deploys in a way that blocks the sidewalk, curb cuts, ramps, or doorways. The primary focus being the safety of those around them while approaching, parking or pulling away from a deployment point. As mentioned above in G(b), Team members practice proper vehicle riding as well as lifting, loading, and charging scooters.

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

We have made a number of improvements to streamline our operations and reduce congestion, emissions and vehicle miles traveled (VMT). Spin's S-100 7th Edition scooter has a swappable battery, which can be replaced onsite using smaller logistics vehicles, including cargo e-bikes, that take batteries, not scooters, to the warehouse for charging. This extends the life of our vehicles, reduces the number of scooters we need in our fleet to provide the same level of service, and reduces VMT and emissions. We have rolled out a route optimization tool that we expect to minimize VMT while allowing our team to swap batteries efficiently and rebalance our scooters. In addition, our Spin Hubs, which allow a portion of our fleet to be charged without manual pick-up or delivery of recharged batteries, and preferred parking spots, which group scooters together and decrease the number of stops our operations team needs to make, also impacts VMT and emissions. We plan to introduce electric Operations vehicles beginning April 2021 to further reduce emissions.

Since our Operations team members are all trained in-house W2 employees, attrition is low, which minimizes mistakes when collecting, redistributing, or recharging scooters. Please see previous [Section G\(1c\)](#) for more information on the ongoing parking training for our team. During the day, they monitor scooter locations continuously for adequate coverage, based on our fleet size and the City's distribution requirements, rebalancing as needed. They perform the most intensive ground tasks at night, when vehicle and foot traffic are at their lowest. In heavy-traffic areas like the Embarcadero, we use e-cargo bikes to minimize congestion, and when deploying vans, use two employees per van to allow the team to move the vehicle immediately if necessary. The Operations team also responds to rebalancing requests from the City and reports of lost, damaged, or abandoned Spin scooters.

e) Describe how you 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.

Our Operations team tracks and monitors non-revenue VMT. We utilize the fleet management tool Samsara to capture daily usage data, including the number and length of non-revenue VMT trips, for our cargo vans.

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.

Using Samsara, we can extract very specific data on non-revenue trips. We will break data down by variables—like vehicle type, driver, and average fuel efficiency, among many others—and provide aggregated data monthly and on a year-to-date basis, per the Sustainability Guidelines and Requirements.

2) Provide a complete Life-Cycle Analysis (LCA) of all scooter model(s), including adaptive models, to be deployed, or describe how you plan to conduct and share a life-cycle analysis with the SFMTA within 3 months of permit issuance. Your LCA should include the following:

Spin is in the process of conducting a LCA with the Materials Systems Laboratory at the Massachusetts Institute of Technology using the ISO 14040/44 standards. The LCA will include a cradle-to-grave inventory analysis and impact assessment of all of the scooters we plan to deploy in San Francisco. As a part of our LCA, we will also assess the life expectancy of key component parts. We will submit our LCA report to SFMTA within 3 months of permit issuance.

3) Describe the applicant's approach to maintenance, cleaning, repair of scooters, safety check protocols, and minimum standards for repair and cleaning, including COVID-19-specific cleaning measures.

Once we know a scooter needs servicing, it is marked "unrentable," removing it from the Spin app and preventing users from unlocking it, and retrieved within two hours by our Operations team.

Maintenance and repairs are done solely by Spin's in-house mechanics who are trained, unionized W2 employees that provide the highest quality of work, reliability, and safety. Maintenance only takes place at our own warehouse, with the appropriate tools and components, in accordance with our maintenance protocols and standards of quality.

Our mechanics ensure that: the front and rear lights, kickstand, breaks, battery and propulsion system are all properly functioning; the stem and handlebars are secure, the wiring is intact; tires are properly inflated, without punctures or abnormal wear and have; and stickers and vinyl's are properly attached.

All repairs are documented electronically, and the entire maintenance history of our scooters is available to our mechanics. After servicing, the scooter undergoes a thorough inspection to verify they are safe to redeploy. Lastly, our mechanics conduct a test ride as a part of the final acceptance test.

For vandalized scooters, our mechanics will clean the scooter and replace any disfigured parts. Cleaned scooters undergo the same rigorous safety checks described above. In addition, Spin's scooters receive a comprehensive check-up every 100 miles to ensure scooter safety, which checks the following: drive train is smooth; steering is straight and true; fenders, kick stands, and bells are attached and operational; front and rear lights are fully functional; and on-scooter electronic components—such as RFID readers, the GPS, locking mechanism, alarm, etc.—are properly functioning.

Our entire Operations team wears personal protective equipment (PPE). Team members wipe down each scooter that they handle in accordance with CDC guidelines and best practices, with special attention paid to frequent touchpoints. All deployed fleet scooters have antimicrobial grips, reducing the potential of surface transmission between users.

4) Describe procedures for customers to notify the company that there is a safety or maintenance issue with a scooter, and procedures for removing that scooter from service until it is inspected. See also: A.3.

Users can report safety or maintenance issues with a scooter using the following channels: our app; [website](#); email (support@spin.pm); phone (1-888-249-9698); and social media ([Twitter](#), [Facebook](#), and [Instagram](#)).

Our Customer Support number and the scooter identifier are affixed to the scooter. When notified of a scooter that needs servicing, it is marked "unrentable," removing it from the Spin app and preventing users from unlocking it, and retrieved per compliance within two hours by our Operations team. Spin's in-house mechanics inspect and repair our vehicles following the procedures detailed in Section G(3) above.

5) Describe how you will comply with the City's Zero Waste and Producer Responsibility policies.

Spin's scooters are designed to be durable and capable of withstanding heavy use. Spin's in-house mechanics maintain and repair our scooters to maximize their lifespans and reuse parts from decommissioned scooters to minimize waste. This improves the sustainability of our operations and reduces the environmental impact associated with the manufacturing and production of scooters and their parts.

When scooters or parts (including batteries) are worn or damaged beyond repair, we store them in gaylords and, in the case of damaged batteries, in UN-approved drums compliant with all safety regulations. In San Francisco, we partner with two R2 certified recyclers that are approved under California's Covered Electronic Waste Recycling Program: Zarc Recycling, a local Bay Area-based company, and MeTech, a national recycler with a local facility in Gilroy, CA. They pick up our waste for urban mining and end-of-life processing, to ensure 98% of our scooter materials and e-waste are recycled and disposed of following all California requirements. Mined material is sent downstream for manufacturing into new goods. We also send cardboard and other waste to Zarc for recycling. We are exploring options with RePurpose Energy, a company based in Fairfield, CA, for reusing and repurposing our used batteries.

We are continuously developing new strategies to reduce our environmental footprint. During our process we reuse shipping materials like pallets and boxes, comply with USDOT regulations for packing, track recycled materials by weight, and collect Certificate of Treatments/Destruction to confirm each load is processed properly.

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

We are committed to operating responsibly. Our in-house W2 Operations team is available 24/7 to respond immediately to prevent pollution if scooters are spotted in the bay or other bodies of water. Our team has specialized tools for retrieving scooters from water. We also maintain contact with the Port of San Francisco in case the Port or their merchants report any issues.



SPIN

H

Hiring and Labor Plan

H. Hiring and Labor Plan

1) Describe your staffing plan

We only hire in-house W2 employees, all members of Teamsters Local 665. Additionally, we will work to hire these employees through local partners such as the Office of Economic and Workforce Development's First Source Program. Please see our staffing plan below:

- 1 General Manager (full-time);
- 1 Operations Manager (full-time);
- 2 Operations Leads (full-time);
- 6 Shift Leads (full-time);
- 30 Operations Specialists (full-time and part-time) ;
- 1 Mechanic Lead (full-time); and
- 5 Mechanics (full-time).

2) Describe employment types, whether independent contractors, staffing agency staff, or employees, for staff responsible for operation and maintenance of your Powered Scooter Share program.

From Day One, we directly hired all Operation team employees in all markets including San Francisco. Doing so stems from our company's core values. Our Operations team is the backbone of the company.

"We support Spin receiving a permit to operate in San Francisco. They have demonstrated their dedication to local hiring by voluntarily signing up for OEWD's First Source program and following through on their commitments."

- Tony Delorio, Secretary-Treasurer, Teamsters Local 665

a) If field/operations staff will be compensated using a means other than hourly wage or salary, describe the incentive structure you will implement for staff who will charge scooters and/or perform other operations duties.

N/A

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

We have an in-house employment counsel and engage with outside law firms. Both in-house and outside counsel support our HR, Operations, and Recruiting teams, to develop our internal policies, and ensure compliance with local, state, and federal laws. Our hiring practices have been routinely vetted. If we are chosen to continue to operate, we will regularly review and ensure compliance with federal, state, and local laws.

State and Local Laws: In addition to San Francisco ordinances on Minimum Wage, Paid Sick Leave, Lactation in the Workplace, Consideration of Salary History, Fair Chance, Health Care Security, Family Friendly Workplace, and Paid Parental Leave, Spin complies with all federal, state, and local laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement and Income Security Act, the Worker Adjustment and Retraining Notification Act, the Family and Medical Leave Act, the Genetic Information Non-Discrimination Act, the Lilly Ledbetter Fair Pay Act of 2009, the Fair Credit Reporting Act, the False Claims Act, the Sarbanes-Oxley Act, the Uniformed Services Employment and Reemployment Rights Act, the Occupational and Safety Health Act, the California Fair Employment and Housing Act, the California Labor Code, the California Constitution, the California Family Rights Act, and the California Business and Professions Code.

First Source and Local Hiring Partnerships: We were the first and only scooter company to commit voluntarily to the City's First Source (City Drive) Hiring Program. We also have ongoing partnerships with America Works of California, Inc., Mission Hiring Hall, FacesSF, and other First Source Partners. Finally, we are actively working with First Source leaders to expand an already successful reentry program hiring pipeline.

"America Works of California, Inc. appreciates Spin's partnership in providing employment opportunities and training programs for people from underserved communities and the re-entry population. We look forward to working with Spin should they be selected for the 2021 program."

- Kyle Wicks, Site Director, America Works of California, Inc.

Equal Opportunity: Spin is an equal opportunity employer and does not discriminate against any employee or applicant for employment on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), age, physical or mental disability, protected medical condition as defined by applicable state or local laws, genetic information, marital status, military service and veteran status, or any other characteristic protected by federal, state, local laws and ordinances ("protected categories"). Spin is dedicated to ensuring the fulfillment of this with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Our policies and practices regarding hiring and other aspects of the employment relationship require that there be no discrimination because of protected categories and other factors that may be covered by federal, state and local law. We recognize that diversity in our workforce is a valuable asset, and we strive to provide an inclusive work environment in which different ideas, perspectives, and beliefs are respected.

Fair Wages: Our local wages and benefits are determined by a duly negotiated collective bargaining agreement.

"At the height of the pandemic, Spin worked with Teamsters Local 665 to ensure workers received payment and benefits while Spin worked to provide transportation for essential workers. Throughout our interactions with Spin, we believe the company is committed to labor harmony and respect of their employees' rights to collectively organize."

- Tony Delorio, Secretary-Treasurer, Teamsters Local 665

4) Describe how applicant will be transparent with any contractors regarding hourly rate and net of job-related expenses.

We do not use contractors for operations in San Francisco.

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

Our Operations staff are required to take a number of training courses ranging from technical skills, company policy and software, and safety in the warehouse. There are multiple career courses, as well as varying degrees of technical depth based upon the level of employment. All Operations employees will receive the following training:

1. Spin Company Overview: Review of Spin's business models and culture.
 - a. Courses: Ops Welcome Overview, and Operations Org Overview for Fleet Ops
2. Spin Scooter Operations Excellence: Covers company etiquette and lingo, as well as the software and apps utilized by the operations department. This path also covers scooter and battery charging, handling, and storage, as well as instructions for deployment and repair.
 - b. Courses: Important Apps, Slack Etiquette, Spin Team App Overview, Repair App, Samsara Driver App, Ops Spec/Mechanics Admin Training, Ops Specialist Daily Overview, Things to know about your Market, User Interaction, Fuel Cards, Ops Spec and Mech Swappable Battery Training
3. Operations Safety Path: Covers ergonomics and PPE in the warehouse, roadway safety, fire response and first aid,

hazard and injury reporting, and COVID-19 awareness and prevention protocol.

- c. Courses: Scooter Safety; Riding, Loading, and Lifting, Fire Response Training for Swappable Batteries, and COVID-19 Awareness.

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

In summer 2019, Spin signed a Labor Peace Agreement with Teamsters Local 665 inclusive of a card check clause, neutrality clause, and provision to provide access to employees through work site meetings and name/contact information for hourly operations personnel. We followed through on our commitments in the Labor Peace Agreement, and our local operational employees voted to be represented by Teamsters Local 665 in December 2019. Subsequently, and despite the complications of the COVID-19 pandemic, we negotiated and signed the first Collective Bargaining Agreement (CBA) ever in the scooter industry with Teamsters Local 665 in October 2020.

The Labor Peace Agreement and Collective Bargaining Agreement demonstrate our commitment to labor harmony. Further, we only use W-2 employees to handle the distribution, operation, and maintenance of our scooters. Because we can exercise employer control over our employees, Operations team members are well-trained to the highest industry standards for the distribution, operation, and maintenance of scooters. They will also be trained on SFMTA permit requirements. Our employees are held to the aforementioned standards and requirements. All Operations team members undergo extensive safety training. We will ensure no disruptions in service by hiring in excess of basic operational needs to account for workforce attrition, paid time-off, sick leave, and seasonal variations. Moreover, employee work hours, working conditions, and wages are all subject to the terms of the duly negotiated collective bargaining agreement. The CBA includes clear procedures for resolving any grievances related to employee work hours, working conditions, and wages while avoiding potential service disruptions.





SPIN

Community Engagement Plan

I. Community Engagement Plan

1) Commitment to Mobility Justice Goals

As micro-mobility becomes an important part of urban transportation networks, we at Spin put equity front and center in providing our mobility services (see www.spinmobilityequity.com). Every program, product, and decision we make supports the following goals:

1. Increase access to micro-mobility options for underserved communities;
2. Reduce financial and technological barriers to using our service;
3. Make our streets safe, livable, and just, for all who use them;
4. Ensure our services do not impede movement in the public right-of-way;
5. Highlight transportation needs and voices of underserved communities in local policy and planning processes; and
6. Prioritize mobility partnerships and investments which also advance local social and economic initiatives.

Goal #1: Increase access to micro-mobility options for underserved communities: We are committed to deploying our scooters equitably across San Francisco, especially in Key Neighborhoods. We continuously improve our deployment plans by incorporating input from our community partners. For example, we collect feedback through our Community Mapping Tool, a digital map that allows users to request future deployment points and Preferred Parking Spots.

We also track scooter distribution across the city in real time, with the local Operations team redeploying scooters to neighborhoods when availability drops. As we incorporate adaptive scooters into our deployed fleet, we will remain engaged with partners like the San Francisco Mayor's Office on Disability, the Independent Living Resource Center (ILRC), and The Arc San Francisco to ensure we have their feedback about the availability of those scooters for the communities they serve.

Goal #2: Reduce financial and technological barriers to using our service: Our **Spin Access** program provides five free 30-minute rides per day to San Francisco residents who are enrolled in a local, state, or federal benefits program (e.g., Muni Lifeline, PG&E CARE, CalFresh, or Medicaid). Users who qualify can submit an application at www.spinaccess.com or by calling the Spin Support team. The online application is available in six languages: English, Tagalog, Chinese, Russian, Spanish, and Vietnamese.

We make it easy to learn about and enroll in the program. All users are informed about Spin Access in their "Welcome" email after creating an account. We run social media campaigns featuring real users who use the Spin Access program.

Since launching in San Francisco in October 2019, we have worked with over 40 community partners to enroll more than 1,200 people in the Spin Access program, who now account for almost 24 percent of our total rides. We proudly and consistently exceeded SFMTA's goal of registering one Spin Access user for every two scooters in our fleet. We met this goal in part by setting up a Spin Access Partnership with the San Francisco Human Services Agency (HSA) to pre-approve and enroll low-income users for Spin Access, with HSA vouchsafing their eligibility. This increased quarterly signups in Q1/2020 by 243%, from 180 to 619 users.

Although we strive to advertise and enroll eligible users in Spin Access, some people remain unfamiliar with the program. Therefore, we will establish **Access Zones** in Key Neighborhoods, including Bayview-Hunter's Point, Visitacion Valley, Ingleside, and Excelsior. Users who start their rides in an Access Zone will receive an automatic **25% discount** on their trip, plus an automated email encouraging them to apply to Spin Access if they are eligible.

Our Access Zone initiative responds to evidence that, during the pandemic, low-income users are relying more on micro-mobility options. In January 2020, before COVID-19 spread in the US, we deployed 15% of our fleet in the Mission, Western Addition, Bayview-Hunters Point, and SFSU Oceanview Balboa Park neighborhoods, yet those areas accounted for merely 6% of the trips. Between April and May 2020, we saw a 51% increase in trips in these areas, accounting for 16% of overall trips. In short, Spin Access trips increased by 518% and daily average Spin Access users increased from 6 (six) to 31 (thirty-one) active users.

We provide multiple payment options for users who are **unbanked** or **do not have a smartphone**. Users without credit cards often utilize Spin's services via prepaid debit cards, which are available at retailers throughout San Francisco. Users use cash loaded onto their prepaid card to buy Spin credit in the app. We will also support PayPal's Digitize Cash. Users can top up their PayPal account at major retailers. We will offset the fees these services incur with up to \$5 in ride credit.

Additionally, users can buy **Spin Cash Cards** (pictured to the right) at our warehouse. Our community partners in key neighborhoods, such as the Booker T. Washington Community Service Center and SFUSD, will sell Spin Cash Cards on our behalf, once pandemic-related restrictions have been lifted.

Finally, as we extend our Spin Hub offering, we are eager to expand these charging stations into true mobility hubs, by adding vending machines that sell Cash Cards. An artist's rendering of such an installation is included [here](#), and we hope to develop this idea further with SFMTA.



SPIN CASH CODE

abcdef123456

- 1. Using a smartphone? Open the Spin App.**
Go to the menu and enter the code above in "Free Rides." Find a scooter, unlock, and go!
- 2. No smartphone and/or no credit card?**
Text the code above to (206) 800-6703. Find a scooter, then text **Unlock [scooter number]** to (206) 800-6703. When you're done, just text **lock** to the same number.
- 3. Want to check your balance?**
Text **balance** to (206) 800-6703.

Please lock the scooter after riding or face a penalty. By using Spin Cash, you agree to terms as stated at [www.spin.app/terms](#). All purchases are final and non-refundable. Standard text messaging rates apply. Call 888-262-5189 for support.

Seq #: 1000005

Goal #3: Make our streets safe, livable, and just for everyone who uses them: Through our Streets Program we work with local nonprofits, city agencies, and advocates to create streets that are safer, more livable, and accessible (see Local Partnerships List in [Section I\(10\)](#) for local organizations). We believe it essential to our business and see it as our responsibility to open our streets to all modes of movement and to all people. [Our Streets program](#) website details our recent projects throughout the country.

Goal #4: Ensure our service does not impede movement in the public right-of-way: We seek to provide a safe and affordable service to all residents, yet we know that some people cannot use our scooters. The elderly, visually-impaired, and parents with young children are among the groups of people who need sidewalks clear of obstruction to move safely. We are committed to continuing our robust safety education program, coupled with lock-to technology and our penalty structure, to ensure scooters stay off sidewalks and park outside the right-of-way. Our newest technology, Spin Insight Level 2, alerts the user, surrounding pedestrians, and our local Operations team when a scooter mounts the sidewalk or is parked incorrectly, giving us an even greater ability to keep others safe and hold users accountable.

Goal #5: Highlight transportation needs and voices of underserved communities in local policy and planning processes: We know that the most vulnerable communities often lack time or ability to contribute to local policy and planning processes. This year, we are launching projects to highlight the transportation needs of underserved communities. Our people-focused research and engagement efforts in southwest Atlanta seek to advance "mobility over modality" and "people over planning" frameworks, using race and class analyses to challenge dominant practices in transportation planning. We are funding Brytanee Brown, a leading mobility justice planner from the Bay Area, to implement these efforts in Atlanta. We look forward to bringing similar projects to San Francisco, if SFMTA is interested.

Goal #6: Prioritize mobility partnerships and investments which also advance local social and economic initiatives: We are committed to providing scooter access in areas underserved by transit. We were the only scooter company to persist throughout the shelter-in-place order. During that time, we transitioned our deployment to fill transit gaps. As a result, we saw scooter usage in underserved neighborhoods increase dramatically, demonstrating demand for alternative mobility options. We will continue to work closely with SFMTA on specific deployment requests and transportation needs. We also plan to continue partnering with the Mission Bay Transportation Management Association (Mission Bay TMA), Caltrain, and the San Francisco Transit Riders to promote our scooters as a first-last-mile solution

2) Multilingual services

At Spin, we celebrate people from all backgrounds and cultures. To lower barriers for users, we offer a variety of multilingual resources for our users. The Spin Safe curriculum (videos and quiz) is available in English and Spanish. The application for Spin Access adds Russian, Chinese, Vietnamese and Tagalog. The Spin Website offers all of these languages, plus German and French. The Spin App adds Catalan, French Canadian, Korean and Somali to the language

choices. Finally, Spin Customer Support supports even more languages, using a third-party real-time translation service. We will translate any of our collateral into additional languages at the request of SFMTA or community partners.

Language	App	Website	Support	Spin Safe	Spin Access
English, Spanish	✓	✓	✓	✓	✓
Spanish	✓	✓	✓	✓	✓
French	✓	✓	✓		
Russian, Chinese, Vietnamese, Tagalog	✓	✓	Executed through third-party real-time translation service		✓
German	✓	✓			
Catalan, Somali, Korean	✓				

We also partnered with LightHouse for the Blind and Visually Impaired to design braille stickers for our scooters, creating a mechanism for members of the visually impaired community to report obstructing scooters to our Customer Support team via phone or online.

3) A communications strategy for service changes

As part of our commitment to minimizing service disruptions, we will create a San Francisco-specific webpage accessible to the general public. This webpage will update our users on any service changes related to pricing, coverage, scooters, membership programs, terms, and operations. We will continue to notify users of service changes due to weather or special events. The website will compile service changes in a searchable log. We plan to continue notifying users about service changes through in-app pop-ups, push notifications, emails, and social media.

4) Online community feedback forum

We are proud of our track record of providing detailed user feedback to SFMTA on a weekly and monthly basis. We will create a San Francisco webpage that compiles this community feedback, along with our responses, in a searchable, publicly accessible database. We will accept feedback through Customer Support (via the app, website, phone, and email), social media ([LinkedIn](#), [Facebook](#), [Instagram](#), [Twitter](#)), our [Community Mapping Tool](#), and our partner groups.

5) Disability community outreach and engagement strategy for overall program

Our goal is to maximize the benefits of micro-mobility programs and mitigate possible challenges for people with disabilities. To that end, we have partnered with ten local disability advocacy organizations, including The Arc San Francisco (see Local Partnerships List in [Section I\(10\)](#) below). Our partnerships have critically influenced the current Adaptive Scooter Pilot and helped inform the scooters we are proposing to deploy as part of our 2021 fleet.

We began with a user survey that organizations shared with their members. We incorporated their feedback into the scooter and program design as follows:

- Balance Support: We implemented larger platforms and wider seats on S-100 5th Edition with a seat & basket, S-200 1st Edition with seat & basket, and Sporty adaptive scooter to provide more balance support.
- User Comfort: We have selected adaptive scooter models (listed above) that reduce the distance between the handlebars and seat for a more comfortable ride.
- Two-Wheeled or Three-Wheeled Scooters: Two-wheeled versus three-wheeled scooters is a false choice; so we are offering a suite of scooters with both options available to address existing needs.
- Accommodations for Wheelchair Users: We will offer the Rio Mobility wheelchair attachment to meet the needs of manual wheelchair users.
- On-Demand Delivery: Community members requested that we deliver scooters directly to them. If we are selected, users may reserve our newest Sporty and Rio devices through our pre-scheduled drop-off and pick-up service at multiple locations for added flexibility. This on-demand offering is already available for users who reserve the S-100 5th Edition with a seat&basket.
- Hours of Operation: Our adaptive scooters are rentable every day from 8am-6pm, thereby supporting our users' daily routines.

- Reservation Methods: Users can reserve adaptive scooters through our webform, via our Customer Support team, and through the Spin App. Our comprehensive Adaptive Scooter Program webpage provides important information on the rental process, cost, hours, location, and more.

To raise awareness about the program among our existing user base, we displayed an in-app message about our Adaptive Scooter Program from February 23-March 1, 2021, which prompted an influx of scooter rental requests.

We will collaborate with our partners to refine and promote the program as we expand our adaptive scooter offerings, for deployment and for on-demand delivery. We will work with the San Francisco Parks Alliance and San Francisco Recreation and Parks Department (SFRPD) to explore hosting adaptive scooters for use in Golden Gate Park. We also plan to hold Adaptive Scooter Demonstration Days to let residents try these scooters and give feedback, once the pandemic abates.

Outreach to Non-Users: We work with LightHouse for the Blind as well as Senior and Disability Action to ensure their members are not harmed by our scooters. We are committed to continuing the following initiatives: Preferred Parking Spots and rebalancing to reduce clutter on sidewalks; No Ride Zones and No Parking Zones in parks and pedestrian areas; multiple ways for the public to report improperly parked scooters to our Customer Support team; and deploying Spin Insight Level 2 to help keep users off the sidewalk and out of the public right-of-way.

6) Outreach strategy for stakeholders beyond current users or the target market

We are always looking for new stakeholder organizations to engage throughout the City, with a focus on groups that serve Key Neighborhoods. We plan to work with the Excelsior Action Group, Mission Neighborhood Centers, the South of Market Community Action Network, and the Bay Area Housing Action Coalition to promote our multilingual Spin Safe and Spin Access programs as well as promote our open Operations and Community Partnerships positions. We are especially excited for our partnership with the Bay Area Housing Action Coalition, because we know that access to affordable transportation and affordable housing are often intertwined, and we want to understand how to serve these residents better. We will also continue to highlight ways community members can provide feedback and request deployment changes, like the Community Mapping Tool.

7) Commitment to an annotated record of community engagement

We are committed to extending our easily navigable, annotated record of community engagement efforts on our website. We already share a searchable log of meetings, events, webinars, and other engagements with SFMTA on a monthly and quarterly basis. We plan to add a San Francisco Community Engagement webpage that makes this information readily available to the public.

8) Outreach staffing plan that adheres to the requirements in Appendix 3

Four members of Spin staff are currently dedicated to community outreach initiatives in San Francisco: Head of Community Partnerships, Global; Head of Community Partnerships, US; Community Partnerships Program Manager; and Community Partnerships Associate, Southwest. While the Community Partnerships team develops and coordinates our outreach and engagement efforts, their work would not be possible without support and input by staff throughout the company, including colleagues from the Design, Marketing, Streets, and Operations teams.

If selected to continue operating in San Francisco, we plan to hire a Community Coordinator to support on-the-ground outreach. Working closely with the San Francisco Partnerships and Operations teams, our Community Coordinator will build strong relationships with specific neighborhood and district stakeholders in San Francisco. They will work closely with local organizations like BMAGIC, the Tenderloin Community Benefits District, Excelsior Action Group, Mission Neighborhood Centers, and SOMCAN city-wide. They will complement the on-the-ground work of our team of Neighborhood Ambassadors, who help with special events and valet services.

Consultants and Nonprofit Partners: We worked with Giuliana Martinez Consulting, who specializes in engagement in Latino communities, to host community feedback sessions with members of Calle 24 Latino Cultural District. We specifically designed engagement programs for members of the Mission Cultural District, as part of our goal of making Spin's programs culturally relevant for diverse San Francisco communities. In addition, our partners are conduits for relevant safety and equity information. Everyone in the Partner List ([Section I\(10\)](#)) helps in this important initiative.

9) Cultural sensitivity

We strive for culturally sensitive community outreach and local marketing efforts, showcasing models who are people of color, female-identifying, and have diverse body types to reflect the many different types of people in San Francisco. We will continue to work with local consultants like Giuliana Martinez, as well as with Calle 24 Latino Cultural District and the Chinese Chamber of Commerce of San Francisco, to participate in local events like the Lunar New Year Celebration. We know that local communities often see new technology options as a force of gentrification and disruption in their neighborhoods, so we are grateful to conduct culturally-sensitive outreach through partner organizations that are already ingrained in the community. We also seek to partner with new organizations like the Chinese Progressive Association, SOMA Pilipinas, the Mission Economic Development Association, and Excelsior Action Works. Spin is committed to helping all community members register for Spin Access (if they qualify), receive a free helmet, and gain access to safety and equity information in a variety of languages.

10) Inclusive partnerships and detailed programs, including but not limited to, Local Hiring, Community-Based Organizations and affordable housing developers as described in Appendix 3

Local Partnerships List

<u>BMAGIC*</u>	Metropolitan Transportation Commission (MTC)
<u>Fillmore Merchants Association*</u>	Mission Hiring Hall
<u>Livable City*</u>	San Francisco Recreation and Parks Department
<u>Mission Bay Transportation Management Association (TMA)*</u>	Safe Routes to School San Francisco
<u>San Francisco Council of District Merchants Associations (SFCDMA)*</u>	San Francisco Department of Disability and Aging Services
<u>San Francisco Bicycle Coalition*</u>	San Francisco Department of the Environment
<u>San Francisco Chamber of Commerce*</u>	San Francisco Electrical Construction Industry
<u>San Francisco Parks Alliance*</u>	San Francisco Human Services Agency (HSA)
<u>San Francisco Transit Riders*</u>	San Francisco Mayor's Office on Disability
<u>Teamsters Local 665*</u>	San Francisco Office of Economic and Workforce Development (OEWD)
<u>Tenderloin Community Benefit District*</u>	San Francisco Unified School District (SFUSD)
<u>The Arc San Francisco*</u>	San Francisco State University
<u>Zuckerberg San Francisco General Hospital*</u>	Senior and Disability Action
America Works of California, Inc.	Shipyards Trust for the Arts
Association for Commuter Transportation (ACT) Northern California	SPUR
Bay Area Housing Action Coalition	Sutter Health
Booker T. Washington Community Service Center	The Landing - San Francisco
Calle 24 Latino Cultural District	Transdev
Chinese Chamber of Commerce of San Francisco	TransForm
Dignity Health Medical Group - Saint Francis/Saint Mary's	Tranzito
Faces SF	UCSF (Mission Bay and Parnassus Campuses)
Hyatt Centric Fishermen's Wharf San Francisco	University of San Francisco
Independent Living Resource Center (ILRC)	Urban Alchemy San Francisco
Inner Sunset Flea Market	Walk San Francisco
Mercy Housing California	

***Underlined organizations have provided letters of support. To view a letter, please click on the underlined organization.**

Workforce Development (Local Hiring): We work closely with America Works of California, Inc., the San Francisco Office of Economic and Workforce Development (OEWD), specifically the First Source program, and the Teamsters Local 665 to hire individuals who may face barriers to employment because they were formerly incarcerated, have disabilities, or are from Key Neighborhoods. We have hired eight candidates from these partners since operations began in October

2019 and are currently meeting with First Source to expand our work with their re-entry programs due to the successful hiring of many re-entry program applicants. Please refer to [Section H](#) and the Local Partnerships List above for additional workforce development partners.

Community-Based Organizations and Affordable Housing Developers: Since launching in October 2019, we have engaged with more than 40 local organizations in communities throughout San Francisco to drive Spin Access registration. As previously mentioned, we established a Spin Access Partnership with the San Francisco Human Service Agency and the Mission Bay Transportation Management Association (Mission Bay TMA) to enroll applicants in the program without having to document their benefits program enrollment. We have committed to establish similar Spin Access Partnerships with the Bay Area Housing Action Coalition and Booker T. Washington Community Service Center.

We have held and will continue to host Spin Access registration events in partnership with the SFUSD Department of Sustainability, such as Spin Safe and Spin Access webinars as well as in-person events like Walk and Roll to School Week. We will continue to educate teachers, staff, and parents about Spin resources through the SFUSD New Hire Handbook, monthly meetings, and community events.

We are eager to continue these initiatives and plan to resume in-person Spin Access registration events in Key Neighborhoods, including San Francisco Human Services Agency Recertification Days, Sunday Streets events held by Livable City, and the San Francisco Bicycle Coalition's Bike to Wherever Day, along with other equity-focused engagements throughout San Francisco. The specific organizations we work with in our Community Engagement Plan are listed in the [Local Partnerships List](#).

Scooter Safety Courses: As discussed in [Section F](#), we use robust user education through a variety of channels to keep both our users and the general public safe. If selected to continue operating in the city, we will hold at least three safety education events, and three equity-focused engagements per month that will include in-person or virtual meetings, presentations, safety demonstrations, and the sharing of Spin Access and Spin Safe in English and Spanish through internal and external channels.

We have hosted 180 in-person and virtual events since October 2019, 60 of which took place in Key Neighborhoods. We participated in SFUSD's Walk and Roll to School Day in the Excelsior both years, distributing free helmets and information on Spin Access to parents and teachers. We are currently hosting a safety webinar series, "Intro to Riding a Scooter in San Francisco," in partnership with the San Francisco Bike Coalition.

Sustainability: We work with organizations to promote the use of shared electric scooters as a sustainable means of transportation, including the San Francisco Chamber of Commerce and the San Francisco Council of District Merchants Associations (SFCDMA). Spin was a finalist for the Sustainability category of the Chamber's 2020 Excellence in Business Awards, in recognition of our commitment to achieve net negative carbon emission by 2025. The awards ceremony featured a safety video highlighting our commitment to sustainability, which we produced with the Chamber.

We plan to continue working with the San Francisco Department of the Environment, the San Francisco Recreation and Parks Department, the San Francisco Parks Alliance, the SFUSD Department of Sustainability, and Livable City to promote scooters as a sustainable transportation option. We are excited to sponsor the San Francisco Parks Alliance's Entwined Golden Gate Park Event. We will support Livable City at upcoming open streets events by deploying scooters near the events, distributing free helmets, and sharing information on Spin programs.

Culture and Arts Opportunities: In late 2020, our Streets program provided funding to enhance two SFMTA quick-build projects in the Tenderloin and Bayview neighborhoods. We worked with SFMTA and the Tenderloin Community Benefit Corporation to provide funding for artist stipends who painted murals on concrete barriers that increase pedestrian space on Jones Street in the Tenderloin. Similarly, we partnered with Shipyard Trust for the Arts and BMAGIC to provide funding for artists' compensation, materials, community organizing, and event coordination for murals on cement barriers along the Evans Avenue/Hunters Point Boulevard mobility lanes. We look forward to collaborating with SFMTA on similar projects in the future.

Local Small Business Promotional Opportunities: We are members of the San Francisco Chamber of Commerce, the SFCDMA, and the Fillmore Merchants Association. Our teams address local businesses' concerns at monthly meetings. We help drive foot traffic to local merchants by deploying outside their property and sharing information about their events through user emails and in-app messages. Spin also distributes information on the Spin Safe and Spin Access programs through local BIDs' newsletters. We look forward to continuing to partner with local businesses and the associations that represent them.



SPIN

J

| Experience and Qualifications

J. Experience and Qualifications

1) Is the applicant a subsidiary of a third party or does a third party own or control at least 50% of the applicant's business? If yes, state the name and address of the third party. If no, state N/A.

We are a wholly-owned subsidiary of Ford Motor Company.

2) Provide a list of cities, including San Francisco and/or similarly dense, urban North American cities, where you have operated a shared scooter service with at least 500 permitted scooters (list at least 3 and no more than 10 cities).

Please see the table on the following page.

3) Describe how you complied with applicable laws and share the following for each city listed in J2 (if you are a wholly-owned subsidiary, include experience of your parent company, as applicable). Note that applicants who are found to have misrepresented any of this information will be disqualified from consideration for a permit:

Please see the table on the following page for subquestions a-f and h.

g) Describe the five most recent, serious suspensions, penalties, citations and/or warnings you received from a local authority in which you operated, even if the city is not one of the cities listed in J2. Include what the alleged violation was for, when you received it, in which city it was received, and whether or how the alleged violation was resolved. Higher scores will be given proportionally to applicants with a smaller number of serious violations, i.e. less or no suspensions and/or minor violations.

City	Citation Date	Citation Name	What Happened?	Action Taken (All were resolved)
San Francisco	3/29/2021	Other; Improper Parking	A user improperly parked a vehicle.	Operations rebalanced scooter within 2 hours, user was issued warning.
Sacramento	3/27/2021	Shared Rideables Spin PC 11	A user parked a vehicle on the sidewalk instead of at a bike rack or designated drop zone.	Operations rebalanced scooter within 2 hours, user was marked for targeted parking education.
Washington D.C.	3/5/2021	Staging Violation	Scooters were parked within 3 feet of a crosswalk	Operations reminded ops leads of the rules for deploying scooters near crosswalks in the District.
Chicago	19/18/2020	Notice to Correct	Spin failed to remedy an improperly parked scooter within two hours of being reported.	GP reminded Operations of the rules for responding to improperly parked vehicles. Operations added additional staff to manage our fleet and improve response times.
Atlanta	3/24/2021	Misparked Scooter	The scooter was parked incorrectly	Operations rebalanced the scooter within allotted time.
Essex	3/26/2021	Poorly parked scooter	Poorly parked scooters in Colchester	Operations rebalanced the scooter within allotted time.
Tarragona	3/25/2021	Minors riding scooters	After our launch, minors are riding our scooters taking the credit cards from their parents.	Worked with city to add additional friction points to deter underage riders.

City	Population	Dates of Operation	Fleet Cap	Date Since Operated 500 Scooters	Lock-To?	Paid Fees on Time?	Reference	E-Mail	Phone
Atlanta	420,003	7/1/2020 - Current	1,575	July 2020	No	Yes	Kemberli Sargent, Urban Planner III	ksargent@atlantaga.gov	404.546.1799
Baltimore	593,490	3/13/2019 - Current	1,450	August 2018	No	Yes	Meg Young, Shared Mobility Coordinator	meg.young@baltimorecity.gov	443.690.4339
Chicago	2,694,240	8/12/2020 - Current	3,333	August 2019	Yes	Yes	Sean Wiedel, Assistant Commissioner CDOT	sean.wiedel@cityofchicago.org	312.744.8182
Kansas City	486,404	6/28/2019 - Current	750	June 2019	No	Yes	Jason Waldron, Acting Deputy Director of Public Works	jason.waldron@kcmo.org	816.799.4792
Los Angeles	4,015,940	1/31/2019 - Current	500	September 2019	No	Yes	Jose Elias, Transportation Planning Associate II	jose.elias@lacity.org	213.972.4944
Portland	664,103	4/27/2019 - Current	1,083	September 2019	No	Yes	Jacob Sherman, New Mobility Program Manager	jacob.sherman@portlandoregon.gov	503.823.2417
San Diego	1,447,100	3/27/2019 - Current	1,000	June 2020	No	Yes	Alyssa Muto, Director of Mobility Department	amuto@sandiego.gov	619.533.3103
Tallahassee	199,205	7/15/2019 - Current	750	October 2020	No	Yes	Julie Conn Christesen, Senior Planner	julie.christesen@talgov.com	850.891.6433
Tampa	413,704	4/23/2019 - Current	600	April 2019	No	Yes	Calvin Thornton, City Bicycle and Pedestrian Engineer	calvin.thornton@tampagov.net	813.274.7884
Washington DC	802,178	11/16/2018 - Current	2,500	March 2019	No	Yes	Sharada Strasmore	sharada.strasmore@dc.gov	202.741.5960



SPIN

K

| Data-Sharing End Point



K. Data-Sharing End Point

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

Per Section K's requirement, we have emailed the data-sharing endpoint to scootershare@sfmta.com (see below copy sent on March 30, 2021 to scootershare@sfmta.com). Prior to July 1st, the API will be MDS version 0.4.1. Should the SFMTA have any issues with our email, please contact Josh Johnson (joshua.johnson@spin.pm).

Hello SFMTA Team,

To access our MDS v0.4.1 feed, please send an email to data-requests@spin.pm including the email address which will be associated with your account. We will then activate your API access and notify you by email. Please note, all access and use of our API is subject to our [API Terms of Use](#).

If you have questions, please reach out to Josh Johnson (joshua.johnson@spin.pm).

Thank you,

Josh Johnson



SPIN

Privacy Policy, User Agreements,
and Terms of Service

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

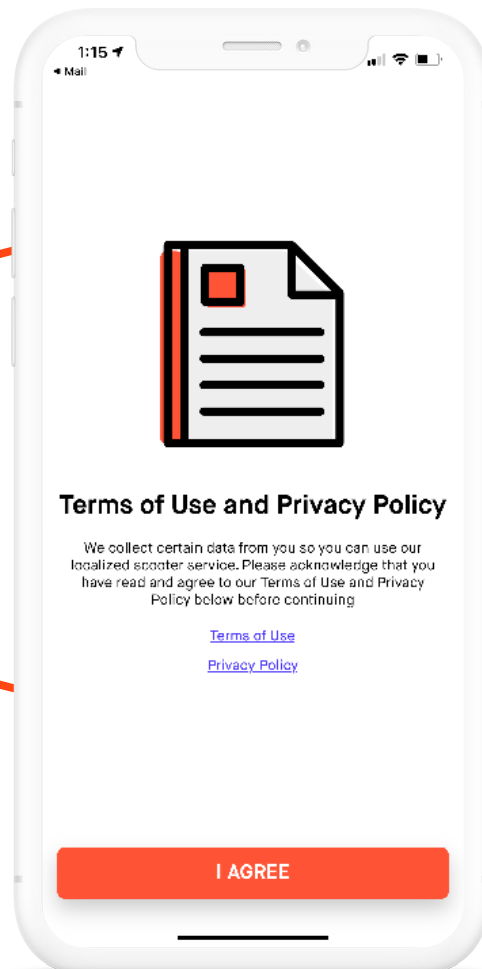
1) Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review.

Please see our [Appendix](#) for full plain-text versions of our Privacy Policy and Terms of Use. Both policies are also linked below in searchable electronic format on our website.

- [Privacy Policy](#)
- [Terms of Use](#)

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

When a user first signs up on our mobile app, they are presented with a screen linking to Spin's Terms of Use/User Agreement and Privacy Policy (see screenshot below). The user must agree to all three policies before taking their first ride. The Terms of Use/User Agreement and Privacy Policy documents can be found in the Appendix of this document, or online.





SPIN

M

Images and Description of
Powered Scooters

M. Images and Description of Powered Scooters

S-100 7th Edition with Spin Smartlock and Spin Insight Level 2

1. Throttle
2. Double Braking System
3. Headlight: Visible from 500 ft. away
4. Spin Insight Level 2: Real-time sidewalk, bike lane, and proper parking detection
5. Spin logo
6. QR code, speedometer, Internet-of-Things
7. Warning bell
8. Spin customer support & ride instructions (standard and, upon request, braille)
9. App-controlled cable lock
10. Dual side front and rear reflectors: Visible from 600 ft. away
11. Dual hydraulic suspension
12. Tires: 10" and puncture-proof
13. Dual kickstand
14. Unique identification number
15. Platform signage
16. Platform: L20" x W7"
17. UL2271-certified long-range swappable battery: Up to 31 miles in range
18. Rear tail light: Visible from 600 ft. away
19. Full dimensions: L44" x W20" x H46"
20. Weight: 63 lbs. (Scooter & Spin Insight Level 2)
21. Motor: 350 watts



S-100 5th Edition with Spin SmartLock, Seat and Basket (Adaptive Scooter)

1. Throttle
2. Two-part brake system: Front - drum brake, rear - wheel electronic brake
3. Warning bell
4. QR code, speedometer
5. Headlight: Visible from 500 ft. away
6. Basket: 13"L x 7.5"W x 8.5"
7. Spin customer support & ride instructions (standard and, upon request, braille)
8. Spin logo
9. Internet-of-Things and GPS device
10. Dual side front and rear reflectors: Visible from 600 ft. away
11. Tires: 10", pneumatic, and puncture-proof
12. Kickstand
13. Platform: L40" x W6"
14. UL2271-certified long-range swappable battery: Up to 37 miles in range
15. Adaptive seat
16. Rear tail light: Visible from 600 ft. away
17. Full dimensions: L46" x W19" x H46"
18. Weight: 46 lbs.
19. Motor: 350 watts
20. Spin SmartLock



S-200 1st Edition with Spin SmartLock, Seat and Basket (Adaptive Scooter)

1. Throttle, warning bell, turn signals
2. Triple braking system: Front and rear drum brakes, parking brake, and regenerative braking
3. Headlight: Visible from 500 ft. away
4. Basket: 13"L x 7.5"W x 8.5"H
5. Spin logo
6. QR code and speedometer, Internet-of-Things
7. Spin customer support & ride instructions (standard and, upon request, braille)
8. Dual side front and rear reflectors: Visible from 600 ft. away
9. Suspension fork
10. Servos for remote control
11. 3-10" puncture-proof tires
12. Platform: L20" x W7"
13. UL2271-certified long-range swappable battery: Up to 31 miles in range
14. Full dimensions: L46" x W22" x H46"
15. Weight: 77 lbs.
16. Rear tail light: Visible from 600 ft. away
17. Adaptive Seat
18. Motor: 350 watts
19. Spin SmartLock



Spin Sporty Adaptive Device



- | | |
|---|--------------------------------|
| 1. Throttle | 11. 48V, 12AH SLA battery |
| 2. Dual-hand brakes | 12. 15 mph max speed |
| 3. LED front light | 13. 300 lb weight capacity |
| 4. Foldable stem | 14. 500W motor |
| 5. Suspension fork | 15. 7" floor clearance |
| 6. W: 26" x L: 55" Weight Capacity: 300 lbs | 16. Adjustable steering height |
| 7. Front 12" pneumatic tire | 17. Turn signals |
| 8. 2 Back 11" pneumatic tires | 18. Rear/brake lights |
| 9. Basket (11"D x 20" W x 10" H) | 19. 111 degree turning radius |
| 10. Seat with back rest | |

Rio Mobility Wheelchair Attachment



- | | |
|---|--|
| 1. Customizable speed: max 12 mph | 7. Dual Kickstands |
| 2. Swappable lithium ion 36V, 7AH, 252 Wh battery—15 mile range | 8. 350W, 36V geared brushless hub motor |
| 3. 160mm dual disk brakes with cooling fin brake pads | 9. Locking headset for easier transfer |
| 4. Aluminum 6061 frame | 10. Full color display screen with haptic-touch feedback buttons |
| 5. 12.5" x 3" Tire | 11. Ergonomic handlebars |
| 6. Dual LED Headlights - 10 LUX per side | 12. Weight 35 lbs |
| | 13. Dimensions: 35 L x 13 W x 12 H |



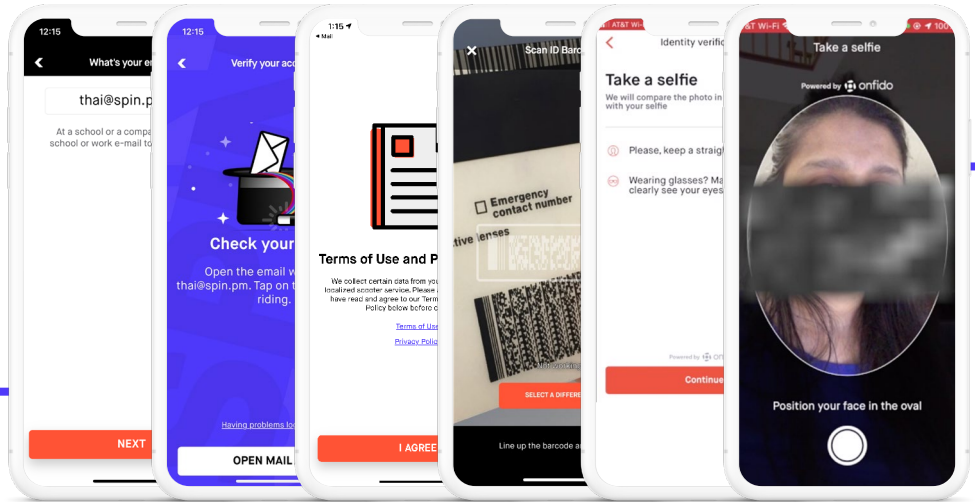
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N

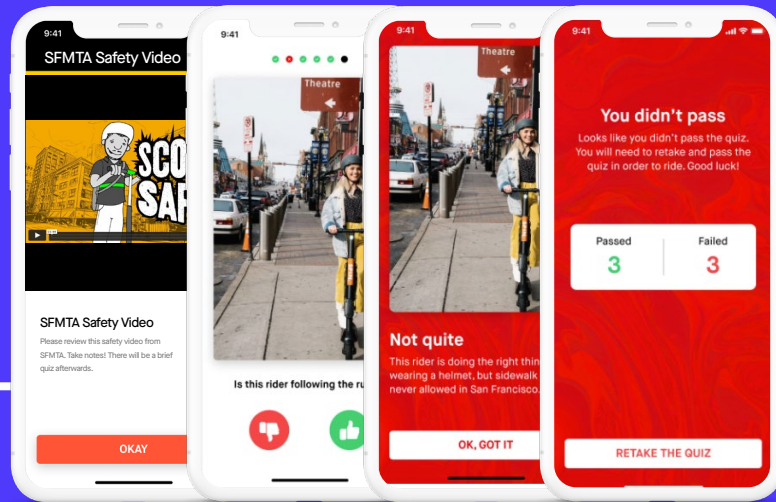
| Images and Description of
Mobile Application

N. Images and Description of Mobile Application

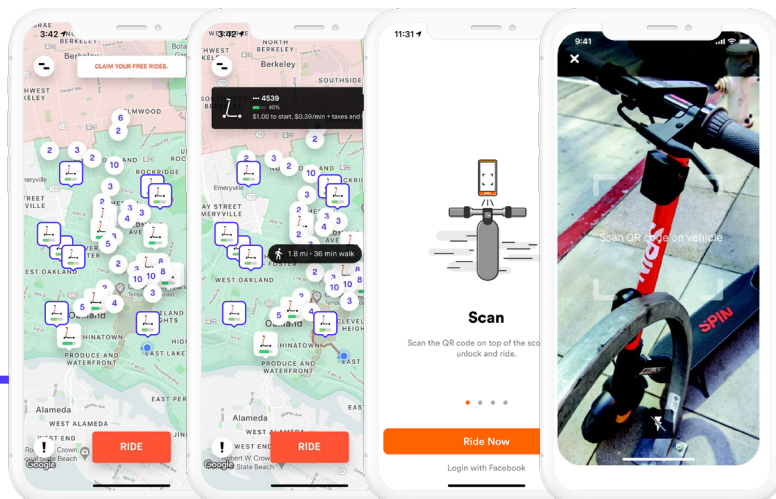
Creating an Account: All new users can download the Spin App from the Google Play Store or the Apple App Store. Once downloaded, users can sign up for Spin using their e-mail, accept terms of use/privacy policy, and validate their ID using our proprietary ID verification technology.



SFMTA Mandatory Training Video and Quiz: Each new user will be prompted to watch a safety training video, provided by SFMTA. This video covers topics such as proper riding and parking. New users will be required to take a quiz with questions directly corresponding to the video's content before they can rent a scooter.

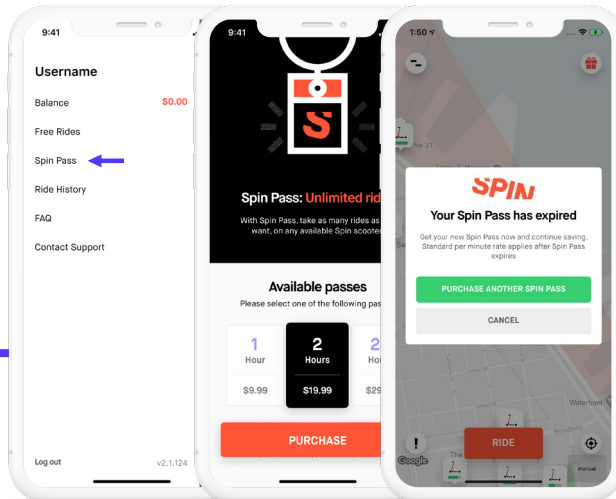


Renting a Scooter: Once a user's license has been validated, they will be able to see all scooters in their general vicinity. Tapping on a scooter shows distance to scooter, price, and current charge status. Once a scooter is selected, the user can scan the scooter's QR code to start their ride.

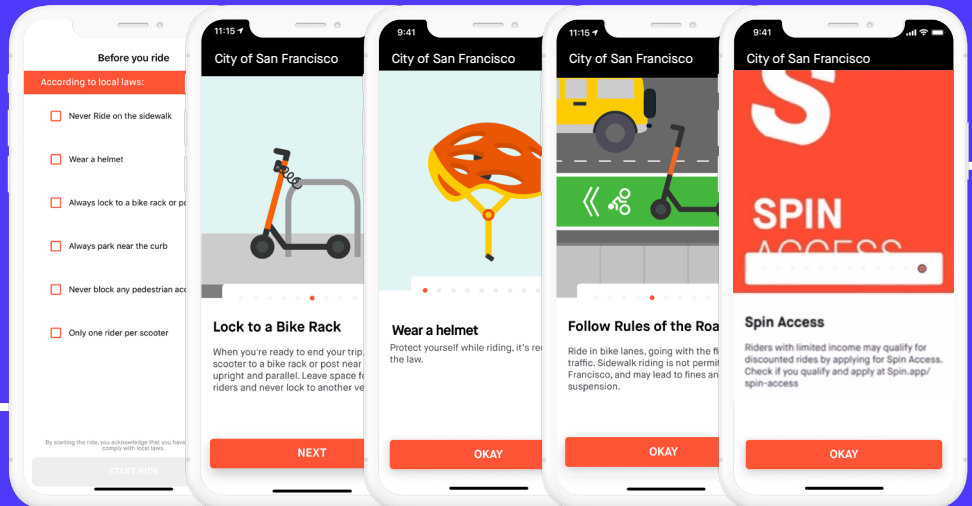


*adaptive scooters are identified by a blue outline on the scooter icon.

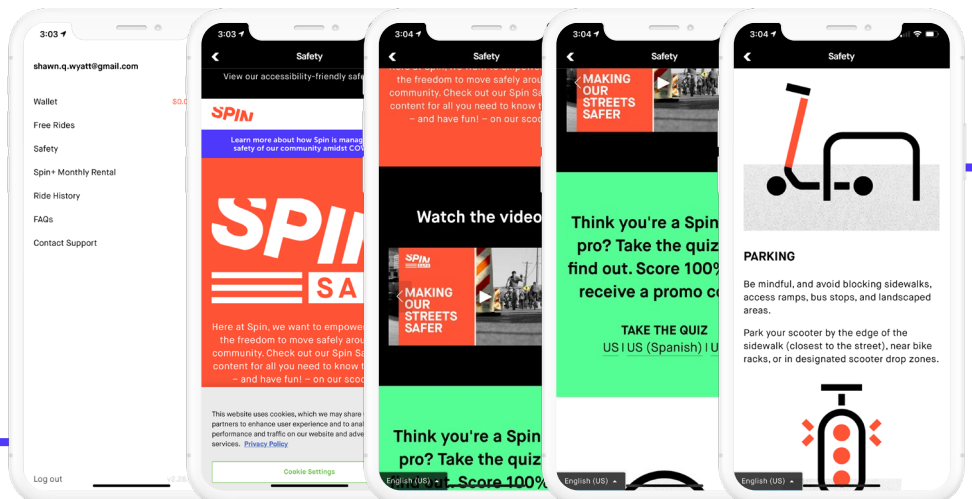
Spin Pass: In 2020, we released “Spin Pass”, a pricing option that allows users to select pricing plans based on an hourly, daily, weekly or monthly flat rate. Users will see this pricing option reflected in the menu.



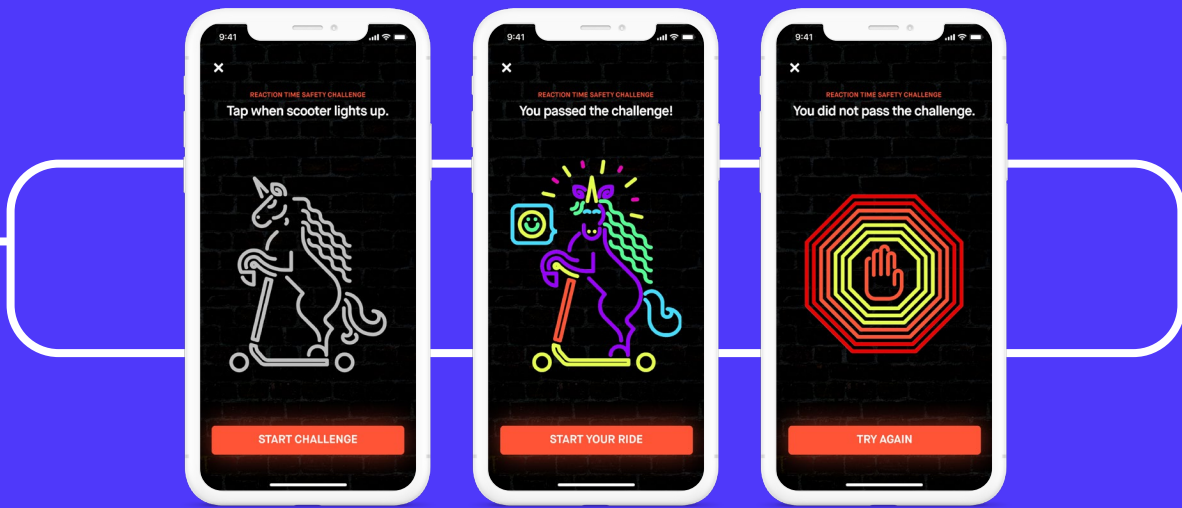
Informational Pop-Ups: Before a user’s first ride and every ride after that, users are required to review informational pop-ups. These pop-ups can be customized to the city’s rules and regulations and typically cover topics such as riding rules, parking etiquette, applicable state laws, and safety information.



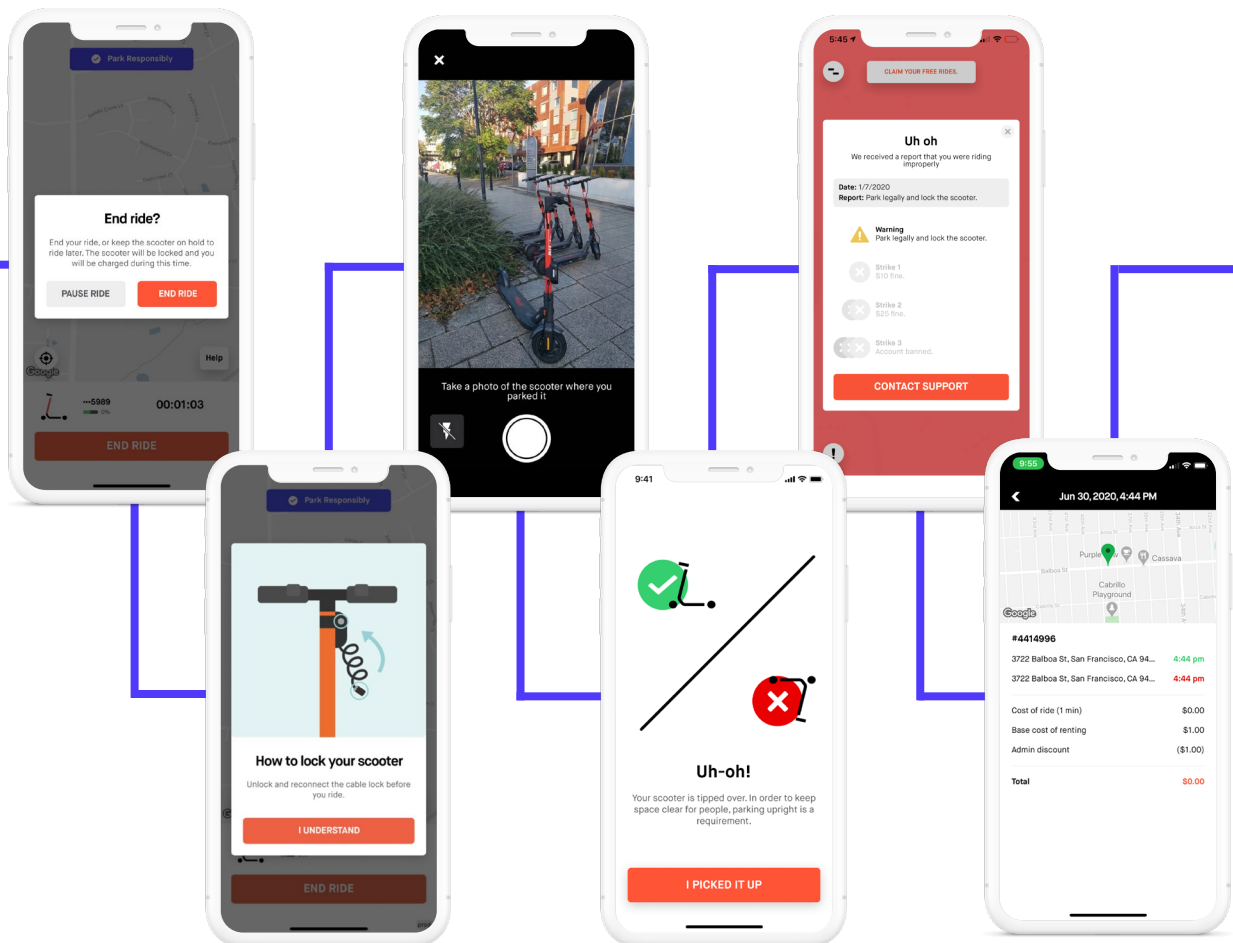
Safety Tab: As an added feature to increase the likelihood of safe riding, users can click on the “safety” tab in the menu to view a variety of content surrounding safe riding practices. In this tab, users are able to view all of the videos from our Spin Safe Digital campaign, take a safety quiz, and view informational language about helmets, riding, parking, and city rules.



Additional Feature - Reaction Time Test for Intoxicated Riding: During evening hours, the Spin app can prevent users who may be intoxicated from riding by giving them a test that can detect reduced reaction time. Scientific research shows that human reaction time is increased by 120ms when their blood alcohol content reaches the legal limit of 0.08% (Stuart A Grant, et al. 2000, Blood alcohol concentration psychomotor effects). If the Spin App reaction time test shows that a user's reaction is delayed significantly compared to what is statistically expected for a sober person, the Spin app warns users that they may not be fit to ride and blocks them from starting a ride.

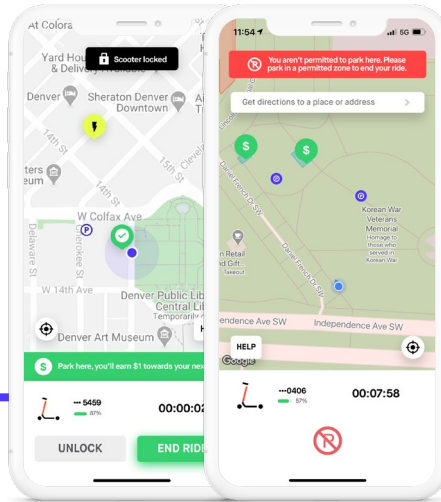


Returning a Scooter: Once a user is finished with their ride, they click “end ride” and are prompted to park, lock, and photograph their scooter. If they do not park correctly, we issue a warning alerting them that they are not parked in compliance and notify them of our penalty schedule. If a user exhibits non-compliant parking behavior more than once, they may be subject to fines and suspension. Finally, the user is shown a receipt and their trip summary.

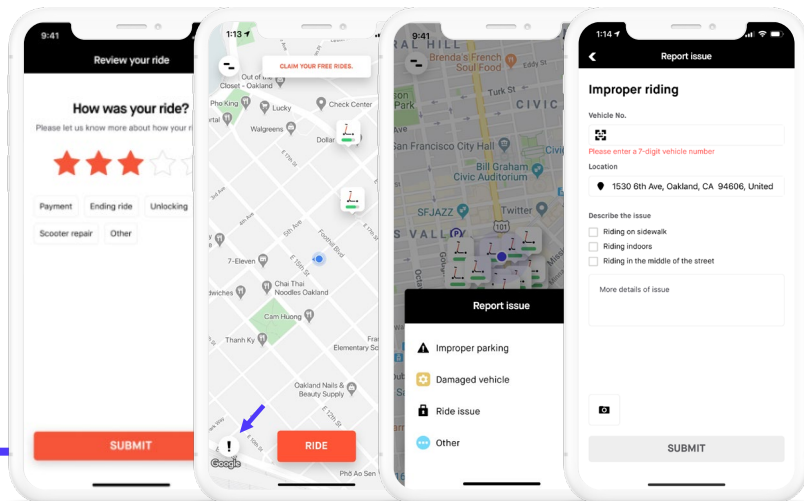


Preferred Parking Spots:

Users also have the option of parking in one of our designated Preferred Parking Spots to earn \$0.50-\$1.00 in ride credit. These spots are located in areas with reduced concentration and serve as a general self-rebalancing model for all of our scooters.



Customer Support/Reporting: At the end of every ride, the app asks for feedback, and automatically creates a ticket for our Support team if users select fewer than four stars when rating their ride. It's also easy to report any issue before, during, or after starting a trip, by clicking the "!" button on the main app screen. This creates a ticket for our Support team with a GPS tag so that our Operations team knows where to take swift action.





SPIN

O

Proof of Insurance



AGENCY CUSTOMER ID: 570000083041

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Ford Motor Company	
POLICY NUMBER See Certificate Numbe 570086475527			
CARRIER See Certificate Numbe 570086475527	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Workers' Compensation Program

TN
 Workers Compensation and Employer's Liability \$2,000,000
 Policy Number EW174N001000991
 Policy Term 02/15/21 to 02/15/22
 Statutory Limits Employer's Liability Limit:
 Underwriter: Liberty Mutual Insurance Company
 SIR applies per policy terms & conditions

NY
 Workers Compensation and Employer's Liability \$2,000,000
 Policy Number EW174N001914151
 Policy Term 02/15/21 to 02/15/22
 Statutory Limits Employer's Liability Limit:
 Underwriter: Liberty Mutual Insurance Company
 SIR applies per policy terms & conditions

GA, IN, MO, MN
 Workers Compensation and Employer's Liability \$2,000,000
 Policy Number EW574N001000971
 Policy Term 02/15/21 to 02/15/22
 Statutory Limits Employer's Liability Limit:
 Underwriter: LM Insurance Corporation
 SIR applies per policy terms & conditions



AGENCY CUSTOMER ID: 570000083041

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Ford Motor Company	
POLICY NUMBER See Certificate Numbe 570086475527			
CARRIER See Certificate Numbe 570086475527	NAIC CODE	EFFECTIVE DATE:	

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

Excess Workers' Compensation Program

CA
Workers Compensation and Policy Number Policy Term Workers Comp Limit:
\$2,000,000
Employer's Liability EW774N001000761 02/15/21 to Employer's Liability Limit:
\$2,000,000 02/15/22 Combined WC & EL Limit:
\$2,000,000
Underwriter: Liberty Insurance Corporation Aggregate Indemnity Limit:
\$2,000,000
SIR applies per policy terms & conditions

IL, MI, NJ, OH, OK, PA, VA
Workers Compensation and Policy Number Policy Term Workers Comp Limit:
\$2,000,000
Employer's Liability EW574N001914191 02/15/21 to Employer's Liability Limit:
\$2,000,000 02/15/22 Combined WC & EL Limit:
\$2,000,000
Underwriter: LM Insurance Corporation Aggregate Indemnity Limit:
\$2,000,000
SIR applies per policy terms & conditions

CO, MD
Workers Compensation and Policy Number Policy Term Workers Comp Limit:
\$20,000,000
Employer's Liability EW574N001000981 02/15/21 to Employer's Liability Limit:
\$20,000,000 02/15/22 Combined WC & EL Limit:
\$20,000,000
Underwriter: LM Insurance Corporation Aggregate Indemnity Limit:
\$20,000,000
SIR applies per policy terms & conditions

KY
Workers Compensation and Policy Number Policy Term Workers Comp Limit:
\$10,000,000
Employer's Liability EW574N001914051 02/15/21 to Employer's Liability Limit:
\$10,000,000 02/15/22 Combined WC & EL Limit:
\$10,000,000
Underwriter: LM Insurance Corporation Aggregate Indemnity Limit:
\$10,000,000
SIR applies per policy terms & conditions



Endorsement No. 11

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the
Declarations.

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but
only to the extent that person or organization qualifies as an "insured" under the Who Is An
Insured Provision contained in Section II of the Coverage Form. The inclusion of additional
interest or interests will not operate to increase the limit of liability.

All other terms and conditions of this Policy remain unchanged.

LU Initial



Endorsement No. 9

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

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

Primary And Non-contributory Insurance

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

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

CA 04 49 11 16

All other terms and conditions of this Policy remain unchanged.

LU Initial



Endorsement No. 12

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

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

for which such additional insured seeks coverage.

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

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

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

A. Controlling Interest

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

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

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

B. Co-owner of Insured Premises

LU Initial



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

C. Grantor of Franchise

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

D. Lessor of Equipment

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

E. Lessor of Land

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

F. Lessor of Premises

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

G. Mortgagee, Assignee or Receiver

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

LU Initial



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

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

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

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

The coverage granted by this paragraph does not apply to:

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

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

I. Trade Show Event Lessor

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

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

LU Initial



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

J. Vendor

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

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

LU Initial



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

K. Other Person Or Organization / Your Work

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

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

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

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

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

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

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

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

All other terms and conditions of this policy remain unchanged.

LU Initial



Endorsement No. 7

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

All other terms and conditions of this Policy remain unchanged.

LU Initial



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2021

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

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

PRODUCER Marsh USA Inc. One Towne Square Suite 1100 Southfield, MI 48076 Attn: detroit.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN102488369-Spin-Umb-20-21 CA 	INSURER A : Interstate Fire & Casualty Co	NAIC # 22829
INSURED Ford Motor Company and its subsidiaries World Headquarters Suite 731-A3 Dearborn, MI 48126	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-009819380-06 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ OTHER \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ OTHER \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 15,000,000			USL01550620 SIR applies to E-bikes & Scooters Occurrence Reported Policy Form	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 2021 SFMTA Powered Scooter Share Program Permit Application Named insured includes: Skinny Labs, Inc. d/b/a Spin
City and County of San Francisco and SFMTA, its officers, agents, and employees is/are included as Additional Insured where required by written contract. Insurance is primary and non-contributory where required by written contract.

CERTIFICATE HOLDER City and County of San Francisco 1 S Van Ness Ave., 4th Floor San Francisco, CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

A group of people are standing next to several orange and black electric scooters. The scooters have the word "SPIN" written vertically on their stems in white. The people are wearing casual clothing, including jeans and sneakers. The background is slightly blurred, showing a metal fence and a paved area.

SPIN

Appendix

PRIVACY POLICY (EFFECTIVE JANUARY 1ST 2021)

In this Privacy Policy, we describe how Skinny Labs Inc., along with its subsidiaries, Spin Mobility GmbH, Spin Mobility Limited, Spin Mobility SAS, Spin Mobility S.L., and Spin Mobility Inc. (“Spin,” “we,” “us,” or “our”) collects, uses, and discloses your information. Spin is a wholly owned subsidiary of Ford Smart Mobility LLC, which is a wholly owned subsidiary of Ford Motor Company (collectively referenced herein as “Affiliated Companies”). Affiliated Companies is defined as the group of companies related by common control or ownership, and includes, but is not limited to, Ford Motor Company and Ford Smart Mobility, LLC. We also describe the rights and choices you have regarding our use of your information.

This Privacy Policy applies to information that we collect and process about users of websites that link to this Privacy Policy (“Sites”), Spin mobile applications (each an “App”), and Spin vehicles, as well as information provided when you interact with Spin, such as by emailing us (collectively, the “Services”).

Your use of the Services is also subject to our Terms of Use.

Information collected through the Services is controlled by Skinny Labs Inc., which is headquartered in the United States. If you are located in Germany, it is also controlled by Spin Mobility GmbH. If you are located in the United Kingdom, it is also controlled by Spin Mobility Limited. If you are located in Spain, it is also controlled by Spin Mobility S.L. If you are located in Canada, it is also controlled by Spin Mobility Inc. The contact information for each of these entities is listed in the “How to Contact Us” section.

PLEASE READ THIS PRIVACY POLICY CAREFULLY TO UNDERSTAND HOW WE HANDLE YOUR INFORMATION. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, PLEASE DO NOT USE THE SERVICES.

1. TYPES OF INFORMATION WE COLLECT

We obtain a variety of information from and about you as you use the Services. We need certain types of information so that we can provide the Services to you. Please note that if you choose not to provide us with certain information, or ask us to delete it, you may no longer be able to access or use the Services. For example, if you are a customer but do not provide us with your billing information for payment, you will not be able to rent a vehicle.

Information You Provide to Us

We collect information that you choose to provide us directly through your use of our Services. For example, we collect information from you when you:

Register your account;

Use the Services, such as renting a vehicle;

Apply for or participate in a Spin program or request a discount;

Communicate with us (including through functions of our Sites and Apps, on third-party social media sites, and by mail or email);

Participate in sweepstakes, contests, promotions, surveys, or research; and

Request customer support or technical assistance.

This information generally includes the following types:

Contact and registration information: your name, email address, and phone number.

Identifiers for verification: driver’s license, passport, or other government-issued identification and date of birth.

Transactional information: billing and payment information, as well as details about your rentals.

Spin Access eligibility information: documentation that you submit as proof of enrollment in a low-income program (when you provide this information in connection with your application for Spin Access). Please note that this type of documentation is deleted from our systems after your eligibility for Spin Access is determined.

Research, survey, or sweepstakes information: information you provide if you participate in a survey or sweepstakes and to facilitate the award of a prize.

User generated content, including audio or visual information: submissions or posts such as reviews, ratings, pictures, and other content such as videos, questions, and comments.

Inquiries and feedback: comments and questions you submit through customer service interactions with us.

Information We Collect Through Automated Means

When you use our Services, we collect certain information automatically. 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. You can learn more about our use of cookies and similar tools in the “Cookies and Similar Technologies” section below.

Automatically collected information may include:

Device information and related identifiers: When you use our Services, we and our service providers collect and analyze information such as your IP address, browser characteristics, device IDs, characteristics, systems, mobile device’s service provider, platform type, advertising identifiers, operating system, and the state or country from which you accessed the Services.

Usage information: When you use our Services, we and our service providers collect and analyze information about your vehicle and device usage activity such as referring and exit pages and URLs, the number of clicks, files you download, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time you used the Services and upload or post content, error logs, language preferences, and other similar information.

We and our service providers may also collect and combine diagnostic and usage information collected on our Services with other information about your online activities over time, including the use of other devices, websites, or apps, if such services also use the same vendors.

Location Information: Spin may offer features designed to help you use the Services, such as to locate vehicles available through the network, including, in whole or in part, based on your location. When you use the Services, we and our service providers collect general location information (i.e., city and state) from your computer or mobile device based on its IP address. We will ask your permission before collecting your precise location information. If you choose to enable location-based services, we may collect your location based on information provided by you or your device, including, if available, GPS. If you do not opt-in to location-based services, you may not have access to the features necessary to use the Services. You can disable precise location sharing through your device settings. For more information, the “Your Rights & Choices Regarding Your Information” section below.

Please note that the Services use Google Map functionality, and by using Google Maps, you agree to be bound by Google’s Terms of Services and Google’s Privacy Policy.

Information We Collect from Social Media Platforms

When you “like” or “follow” us or interact with us on Facebook, Instagram, Twitter, or other social media sites, we may collect some information from you including your name, e-mail address, account handle, and any comments or content you post relevant to us, depending on your settings on those platforms. We also collect your information if you sign up for one of our promotions or submit information to us through social media sites.

Information We Collect from Others

We may obtain information from other sources, such as payment service providers (who provide us with payment confirmation or balance information), identity verification providers, analytics service providers, and security service providers (who provide us with information to secure the Services and help to prevent fraud).

We may also collect certain business contact information and related information about potential business partners (such as influencers or brand partners) from third party sources, including name, title, email address, phone number, and area of expertise.

2. HOW WE USE YOUR INFORMATION

We and our service providers use the information described above to accomplish the following business and operational purposes:

Administer your user account, including to process your account registration, verify your information and eligibility to use the Services, and confirm your eligibility for programs and discounts;

Provide, manage, and improve the Services, including to enable you to locate vehicles and fulfill your rentals;

Engage in transactions with you, including contacting you about your account, billing you for the Services, and processing payments;

Provide you with updates and information about your use of the Services and upon your request;

Respond to your requests for information and provide you with more effective and efficient customer service;

Conduct internal business operations in support of our Services, such as auditing, security, resolving road incidents such as crashes, preventing fraud, invoicing and accounting, sales and marketing, analytics, and research and development;

Contact you regarding our products, services, surveys, promotions, special events, and other subjects that we think may be of interest to you;

Personalize the Services and communications to you based on your selected preferences;

Comply with laws, regulations, and other legal process (such as a subpoena or warrant);

Establish, exercise, or defend our legal rights; and

Take steps that we reasonably believe to be necessary to protect the safety, security, and rights of Spin, its employees, service providers, and others.

Please note that we may combine the information we collect through the Services with information that we collect automatically or receive from other sources and use such combined information in accordance with this Privacy Policy.

We may also aggregate, de-identify, and/or anonymize any information collected through the Services in such a way that we cannot reasonably link information to you or your device. We may use such aggregate, de-identified, or anonymous information for any purpose, including without limitation for research and marketing purposes.

3. HOW WE SHARE YOUR INFORMATION

We and our service providers may share the information collected from and about you for the following business and operational purposes:

Service Providers: We may provide access to or share your information with select third parties who perform services on our behalf, such as payment processing, identity verification, insurance, services to search public records, sales, marketing and email delivery, product content and features, advertising, analytics, research, customer service, data

storage, security, fraud prevention, and legal services.

Affiliated Companies: If you utilize a component of the Services provided in whole or in part by an Affiliated Company, we may share information with that Affiliated Company. We will share information with Affiliated Companies to deliver the Services to you, to ensure a consistent level of service across the Services, to enhance the Services, to improve your customer experience with the Services, and for the other purposes outlined in this Privacy Policy.

City, State or National Regulatory Agencies: We may share certain information (such as aggregated trip data or scooter-level location data) with local, state or national regulatory agencies, including but not limited to transportation agencies, when required by law or by such agency in order to operate in a specific jurisdiction.

Third Party Partners to Provide Co-Branded or Jointly Offered Products and Services. Some of our Services may from time-to-time partner with another brand, retailer or other third party to offer services, products, events and promotions on a co-branded or cross-promotional basis. The information you choose to provide in connection with such Services may be collected directly by, or shared with the third party, as well as with any participating sponsors or advertisers of such Services. These third parties will use your information in accordance with their own privacy policies.

Protection of Spin and Others & Legal Compliance: We may access, retain and disclose the information we collect and maintain about you if required to do so by law or in a good faith belief that such access, retention, or disclosure is reasonably necessary to: (i) comply with law or legal process (e.g., a subpoena or court order); (ii) enforce our Terms of Use, this Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (iii) respond to your requests for customer service; and/or (iv) protect the rights, property or personal safety of Spin, its agents and affiliates, its users, and/or the public. This includes exchanging information with other companies and organizations for fraud protection, spam/malware prevention, and similar purposes.

Business Transfers: We may buy, merge, or partner with other companies. In such transactions (including in contemplation of such transactions), user information may be among the transferred assets. If a portion or all of our assets are sold or transferred to a third party, customer information (including your email address) would likely be one of the transferred business assets.

Your Consent: If you have consented to our sharing of your information for other purposes not listed above, we will also share your information consistent with your consent.

We may share or disclose such aggregate or anonymous information with any third party, including advertisers, promotional partners, and sponsors. We may also share aggregated, de-identified data with local or federal government transportation authorities when required or necessary, at our sole discretion.

4. COOKIES AND SIMILAR TECHNOLOGIES

To collect the information in the “Information We Collect Through Automated Means” section above, we and our service providers use web server logs, cookies, tags, tracking pixels, and other similar tracking technologies (“Cookies”).

A web server log is a file where website activity is stored.

A cookie is a small text file that is placed on your computer or mobile device when you visit a website, and it enables us to: (i) recognize your computer; (ii) store your preferences and settings; (iii) understand the web pages of the Services you have visited; (iv) enhance your user experience by delivering and measuring the effectiveness of content tailored to your interests; (v) perform searches and analytics; and (vi) assist with security and administrative functions.

Tracking pixels (sometimes referred to as web beacons or clear GIFs) are tiny electronic tags with a unique identifier embedded in websites, online ads, and/or email that are designed to: (i) collect usage information like ad impressions or clicks and email open rates; (ii) measure popularity of the Services and associated advertising; and (iii) access user cookies.

Cookies are typically classified as either “session cookies,” which do not stay on your device after you close your browser or “persistent cookies,” which will usually remain on your device until you delete them or they expire. Sometimes cookies are placed by us (“First-Party Cookies”) and sometimes they are placed by others (“Third-Party Cookies”). Different cookies are used to perform different functions on our Services:

Essential Cookies: Some cookies are essential to the Services and enable you to use the features of the Services and access secure areas of the Services. Without these cookies, we cannot enable appropriate content based on the type of device you are using (for example, essential cookies store user log-in information so that you don't have to re-enter it for each page you visit on our website).

Functional Cookies: These cookies allow us to remember choices you make on our Services (such as your preferred language or the region you are in).

Personalization Cookies: We also use cookies to change the way our Services behave or look in order to personalize your experience from information we infer from your behavior on our Services or information we may already know about you because, for example, you are a registered user. These cookies may be used to tailor the Services or the content, look, and feel delivered to you on subsequent sessions to our Services. For example, if you personalize webpages, or use specific parts of the Services, a cookie helps our webpage server recall your specific information.

Analytics Cookies: We use our own cookies and/or third-party cookies to see how you use our Services in order to enhance their performance and develop them according to the preferences of our customers and visitors. For example, cookies may be used to: maintain a consistent look and feel across our Services, track and provide trend analysis on how our users interact with our Services, track errors, and measure the effectiveness of our content.

Advertising Cookies: These cookies record your visit to our Services, the pages you have visited, and the links you have clicked. They gather information about your browsing habits and remember that you have visited a website. We or our service providers may use this information to make advertisements more relevant to you.

There are a number of ways you can manage what cookies are set on your devices. If you do not allow certain cookies to be installed, the Services may not be accessible to you and/or the performance or features of the Services may be compromised. See "Online Analytics and Advertising" below for more information.

5. ONLINE ANALYTICS AND ADVERTISING

Online Analytics

We may use third-party web analytics services (such as those of Google Analytics, Looker, and Amplitude Analytics) on our Services to collect and analyze usage information through cookies and similar tools; engage in auditing, research, or reporting; assist with fraud prevention; and provide certain features to you. To prevent Google Analytics from using your information for analytics, you may install the Google Analytics Opt-out Browser Add-on by clicking [here](#).

Usage information of our Services is collected to compile statistical data in order to develop new and improved Services and marketing, identify popular features, and to provide you content that is of interest to you.

If you receive email from us, we may use certain analytics tools, such as tracking pixels, to capture data such as when you open our message or click on any links or banners our email contains. This data allows us to gauge the effectiveness of our communications and marketing campaigns.

Online Advertising

The Services may allow third-party advertising technologies (e.g., ad networks and ad servers such as Google Display Network, Criteo, and others) to place cookies or other tracking technologies on your computer, mobile phone, or other device to collect information about you to assist in the delivery of relevant advertising about the Services on other websites you visit and other services you use.

We also sometimes provide our customer information (such as email addresses) to service providers, who may "match" this information in de-identified form to cookies (or mobile ad identifiers) and other proprietary IDs, in order to provide you with more relevant ads when you visit other websites and mobile apps.

We neither have access to, nor does this Privacy Policy govern, the cookies or other tracking technologies that may be placed on the device you use to access the Services by such non-affiliated third parties. If you are interested in more information about tailored browser advertising and how you can generally control cookies from being put on your computer to deliver tailored advertising, you may visit the Network Advertising Initiative's Consumer Opt-Out link, the Digital Advertising Alliance's Consumer Opt-Out link, or Your Online Choices (or, if you're located in the EEA or the United

Kingdom, here) to opt out of receiving tailored advertising from companies that participate in those programs. To opt-out of Google Analytics for display advertising or customize Google display network ads, visit the Google Ads Settings page. Please note that these opt-outs apply per device, so you will have to opt-out for each device through which you access our Services.

Notice Concerning Do Not Track

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 website for third-party purposes, which is why we describe a variety of opt-out mechanisms above. However, we do not currently recognize or respond to browser-initiated DNT signals. Learn more about Do Not Track.

6. THIRD-PARTY LINKS AND FEATURES

The Services may contain links to third-party websites, third-party plug-ins (e.g., Facebook, Instagram, and Twitter). If you choose to use these websites, plug-ins, or services, you may disclose your information not just to those third parties, but also to their users and the public more generally depending on how their services function. If you choose to use these services, we are not responsible for the content or practices of such third-party websites or services. The collection, use, and disclosure of your information will be subject to the privacy policies of the third-party websites or services, and not this Privacy Policy. We urge you to read the privacy and security policies of these third parties.

7. YOUR RIGHTS & CHOICES REGARDING YOUR INFORMATION

Marketing Communications

If we send you marketing communications in your jurisdiction (based on our relationship with you, your consent, or applicable law), you may instruct us not to use your contact information to contact you by email, postal mail, or phone regarding products, services, promotions and special events that might appeal to your interests by contacting us using the information below.

You can opt-out by emailing us at support@spin.pm or by following the instructions located at the bottom of commercial email messages. Removing your name from the email list may take a reasonable amount of time. Please note that, regardless of your request, we may still use and share certain information as permitted by this Privacy Policy or as required by applicable law. For example, you may not opt-out of certain operational emails, such as those reflecting our relationship or transactions with you.

Your Privacy Rights

Your local laws (such as those in the European Union, California, or Nevada) may permit you to exercise certain rights with respect to the information we collect from and about you. Please see the “Additional Information for Residents of Certain Jurisdictions” section below for more information.

8. ADDITIONAL INFORMATION FOR RESIDENTS OF CERTAIN JURISDICTIONS

Your local laws may entitle you to additional information or permit you to exercise certain rights with respect to the information we collect from and about you. Please note that your rights vary depending upon your location, and that we may request you provide us with information necessary to confirm your identity before responding to your request as required or permitted by applicable law. Certain information may be exempt from such requests under applicable law. For example, we need certain types of information so that we can provide the Services to you or to comply with a legal obligation. In some circumstances, if you still ask us to delete your information, you may no longer be able to access or use our Services.

CALIFORNIA RESIDENTS

Additional Information

If you are a California resident, California law requires us to provide you with some additional information regarding how we collect, use, and share your “personal information” (as defined in the California Consumer Privacy Act (“CCPA”)).

Throughout our Privacy Policy, we discuss in detail the personal information we collect from and about our users, the categories of sources from which we collect such information, our business or commercial purposes for collecting such

information, the categories of information we share with others, and the categories of third parties with whom we share such information. You can learn more by visiting our California Privacy Notice.

The CCPA sets forth certain obligations for businesses that “sell” personal information. Although we do not believe we engage in the sale of personal information (and have not in the past twelve months) as we currently understand such term to be defined under applicable law and relevant regulatory guidance, we do share information as described in this Privacy Policy, including with certain analytics and advertising partners who perform services like analyzing our Services and showing you ads for Spin. You can choose to limit the information shared with our analytics and advertising partners by selecting the “Cookie Settings” link at the bottom of our Sites or following the steps described in the “Cookies and Similar Technologies” section of this Privacy Policy.

Privacy Rights

If you are a California resident, the CCPA allows you (or an authorized agent acting on your behalf) to make certain requests related to your personal information. Specifically, the CCPA allows you to request us to:

Inform you about the categories of personal information we collect or disclose about you; the categories of sources of such information; the business or commercial purpose for collecting your personal information; and the categories of third parties with whom we share/disclose personal information. This information is also set forth in this Privacy Policy.

Provide access to and/or a copy of certain personal information that we hold about you.

Delete certain personal information that we hold about you.

Provide you with information about the financial incentives that we offer to you, if any exists.

The CCPA further provides you with the right not to be discriminated against (as provided in applicable law) for exercising your rights.

Certain information may be exempt from such requests under California law. For example, we may retain certain information for legal compliance and to secure our Services. We may need certain information in order to provide the Services to you; if you ask us to delete it, you may no longer be able to use the Services.

We will take reasonable steps to verify your identity before responding to a request. In doing so, we may request information from you so that we can match the data you provide to us with the data we maintain. If you would like further information regarding your legal rights under California law or would like to exercise any of these rights, or if you are an authorized agent making a request on a user’s behalf, please contact us at privacyhelp@spin.pm and include “CCPA Consumer Request” in the subject, or submit your request here.

California’s “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.

EUROPEAN UNION ECONOMIC AREA & BRAZILIAN RESIDENTS Legal Bases for Use of Your Information

Some countries require that companies only process your “Personal Data” (as that term is defined in the applicable law like the EU General Data Protection Regulation) if they have a “legal basis” (or justifiable need) for processing your Personal Data. To the extent those laws apply, our legal bases for processing Personal Data are as follows:

To perform our obligations pursuant to a contract (or pending contract) with you. For example, we will process your Personal Data to comply with our Terms of Use to enter into a contract with you, and to honor our commitments in any contracts that we have with you.

For our legitimate interests or the legitimate interests of others. For example, we will process your Personal Data to: operate our business and our Services; identify and fix any issues with our Services; secure the Services; learn more

about how our customers use the Services; perform internal analytics; improve the Services and users' experiences; conduct marketing; provide you with certain information about new products, special offers or other information that we think you may find interesting using the email address which you have provided in accordance with applicable law; make and receive payments; comply with legal requirements and defend our legal rights; prevent fraud; engage in a business change (e.g., sale, merger); and to know the customer to whom we are providing Services.

To comply with our legal obligations.

With your consent.

Privacy Rights

If you are a citizen of the European Economic Area ("EEA"), the United Kingdom, Switzerland, or Brazil, you may request that we:

provide access to and/or a copy of certain information we hold about you

delete certain information that we are holding about you

prevent the processing of your information for direct-marketing purposes (including any direct marketing processing based on profiling)

update or rectify information that is out of date or incorrect

oppose, cancel, or restrict the way that we process and disclose certain of your information

transfer your information to a third-party provider of services

revoke your consent for the processing of your information

To make such a request, please visit [here](#).

If applicable, you may make a complaint to the data protection supervisory authority in the country where you are based. Alternatively, you may seek a remedy through local courts if you believe your rights have been breached.

Data Transfers

Spin currently stores or may transfer personal data to countries other than your country of residence, including the United States, and may subcontract the processing of your data to, or otherwise share your data with, Affiliated Companies, trusted service providers, and trusted business partners in countries other than your country of residence, including the United States, in accordance with applicable law. By providing us with your information, you acknowledge any such transfer, storage, or use.

If you live in the EEA or the United Kingdom, please note that, if we provide any information about you to third-party information processors, we will take appropriate measures to ensure that such companies protect your information adequately in accordance with this Privacy Policy. These measures include signing Standard Contractual Clauses in accordance with EU and other data protection laws to govern the transfers of such data. For more information about these transfer mechanisms, please contact us as detailed in the "How to Contact Us" section below.

Retention of Information

We keep your information for no longer than necessary for the purposes for which it is processed. The length of time for which we retain information depends on the purposes for which we collected and use it and/or as required to comply with applicable laws.

UNITED KINGDOM RESIDENTS

If you are a resident of the U.K. or are utilizing our services within the U.K., some data pertaining to your use of e-scooters may be shared with the U.K. Department for Transport (DfT) and the DfT's third-party research contractor for the purpose of conducting e-scooter trials within the U.K. The DfT's stated purpose for requesting this data is that it will enable DfT to understand the effect of e-scooters in the U.K., and help to inform future decisions about e-scooter regulation in order to promote safe and sustainable travel.

Spin will only share data that the DfT requests in order to provide the Services in the U.K.

The data to be shared includes:

Pseudonymized Data: Length, duration, and start and end point of trips. The DfT has indicated that neither DfT nor its research contractor will attribute pseudonymized data to any individual person or any personally identifiable data.

Personal Data: Month, day of the week, and time band for a trip (e.g. a Wednesday in March, between 7-12am); the duration and distance of a trip; and the area (the ONS Lower Super Output Area that corresponds to a trip's start point). Personal data may include a user's contact details (such as full name, email address, phone number, and Operator User ID) for the DfT's sole purpose of conducting follow-up research.

Voluntary Demographic Survey: At the end of your trip, you may be asked to participate in a voluntary demographic survey, administered and managed independently by the U.K. DfT. DfT receives your responses to this optional survey and such data will be controlled solely by DfT. Spin does not receive, have access to, or have any control over your answers and data from this survey.

Please see the DfT's privacy statement for the e-scooter trials on GOV.UK.

For more information about the DfT's privacy standards regarding your personal information, please see the DfT's Personal Information Charter.

NEVADA RESIDENTS

Under Nevada law, certain Nevada consumers may opt out of the sale of "personally identifiable information" for monetary consideration (as such terms are defined by Nevada law) to a person for that person to license or sell such information to additional persons. We do not engage in such activity.

9. CHILDREN'S PRIVACY

The Services are intended for general audiences and not for children under the age of 18 in the US or 16 in the EEA and United Kingdom. We do not knowingly collect, maintain, or use personal information (as defined by the United States Children's Online Privacy Protection Act) from such persons. If you believe that we might have any such information from a child, please contact us as described at the end of this Privacy Policy. If we discover that personally identifiable information of a child has been submitted without legally valid parental consent, we will take reasonable steps to delete it as soon as possible.

10. HOW WE PROTECT YOUR INFORMATION

We take measures, including the implementation of physical, technical, and managerial safeguards, to protect your information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. However, no method of transmission over the internet, and no means of electronic or physical storage, is absolutely secure. By using our Services, you acknowledge and accept that we cannot guarantee the security of your information transmitted to, through, or on our Services and that any such transmission is at your own risk. You are responsible for keeping your account information—and especially your login information—confidential. We ask you not to share your login credentials with anyone.

11. CHANGES TO OUR PRIVACY POLICY

We reserve the right to amend this Privacy Policy at any time. We will make the revised Privacy Policy accessible through the Services, so you should review the Privacy Policy periodically. You can know if the Privacy Policy has changed since the last time you reviewed it by checking the "Effective Date" at the beginning of this Privacy Policy. If we make a mate-

rial change to this Privacy Policy, we will provide you with notice in accordance with legal requirements. By continuing to use the Services, you are confirming that you have read and understood the latest version of this Privacy Policy.

12. HOW TO CONTACT US

If you wish to contact us regarding our information practices or in relation to this Privacy Policy, please email us at privacyhelp@spin.pm from any region.

If you are located in Germany, you may also write to:
c/o Ford-Werke GmbH, Henry-Ford-Straße 1, 50735 Köln, Germany.

If you are located in the United Kingdom, you may also write to:
New Penderel House, 4th Floor, 283 - 288 High Holborn, London, WC1V 7HP, United Kingdom.

If you are located in Spain, you may also write to:
Calle del Monte Esquinza, 30, 28010 Madrid, España.

If you are located in Canada, you may also write to:
160 Elgin Street, Suite 2600, Ottawa, Ontario K1P 1C3, Canada.

You may contact the Data Protection Officer for Spin at privacyhelp@spin.pm or by writing to:
Attention: Data Protection Officer, c/o Ford-Werke GmbH, Henry-Ford-Straße 1, 50735 Köln, Germany.

TERMS OF USE (AS OF MARCH 1ST 2021)

These Terms and Conditions ("Terms") constitute a legally binding agreement between you and Skinny Labs Inc., d/b/a Spin, a wholly owned subsidiary of the Ford Motor Company, and any affiliates that link to these Terms, including Spin Mobility GmbH, Spin Mobility Limited, Spin Mobility SAS, and Spin Mobility S.L. ("Spin" or "we") that governs your access to and use of any and all products and services that Spin provides, including, without limitation, (i) the Spin website located at <https://www.spin.app/> (the "Site"), (ii) the Spin mobile application ("App"), (iii) any vehicle or other transportation device provided by Spin, including but not limited to, bicycles, electric bicycles, electric kick scooters, and any other transportation device provided by Spin (collectively, "Spin Scooters"), (iv) any other equipment, product or services that relate to or concern the rental or use of spin scooters, and (v) any other features and/or services offered by Spin ((i) through (v), collectively, the "Services"). Your access to, and use of, the Services is expressly conditioned on your agreement to these Terms. Any references to "you" or "your" in these Terms will mean the person using the Services in any manner, and each of your heirs, assigns, or successors.

SECTION 12 (ARBITRATION AGREEMENT) OF THESE TERMS CONTAINS AN ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AND SPIN AGREE TO SUBMIT ANY DISPUTE TO BINDING ARBITRATION RATHER THAN PROCEEDING IN COURT, WITH THE EXCEPTION OF CERTAIN SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS NOTED BELOW. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT, YOU WILL BE PERMITTED TO PURSUE CLAIMS OR SEEK RELIEF AGAINST SPIN ONLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

IN ADDITION, THIS AGREEMENT CONTAINS DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A RELEASE OF LIABILITY (THE "RELEASE OF LIABILITY"), SECTION 2 OF THESE TERMS.

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SPIN. BY ACCESSING OR USING THE SERVICES:

You acknowledge that you've read, understood, and accept these Terms and any additional documents or policies referred to in or incorporated into these Terms (including, without limitation, the Privacy Policy (as defined below) and the Release of Liability);

If these Terms have changed since you last accessed or used the Services, you acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the changed Terms;

You represent and warrant that you are at least eighteen (18) years of age and have the right, authority, and capacity to enter into these Terms; and

You consent to receive communications from us electronically, and you agree that such electronic communications, notices, and postings satisfy any legal requirements that such communications be in writing

These Terms refer to our Privacy Policy ("Privacy Policy"), hereby incorporated by reference, which also applies to your use of the Services and which sets out the terms on which we process any personal data we collect from you, or that you provide to us. In the event that you are required to agree to an additional governing agreement, including without limitation a terms of use, end user license agreement, privacy policy, contest, sweepstakes or promotion terms (collectively, "Other Governing Agreement"), in order to use, access and/or download a particular product or service, the Other Governing Agreement will govern to the extent there is a conflict between these Terms and the Other Governing Agreement (but all other provisions in these Terms that are not in conflict will apply).

Please read these Terms carefully, as they may have changed. Though your access and use of the Services is governed by the Terms effective at the time, please note that, except for Section 12, providing for binding arbitration and a waiver of class action rights, Spin reserves the right at its sole discretion to modify or replace the Terms at any time. If we make material changes to these Terms, we will notify you by email and by posting a notice to the Services prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made. For residents of the European Economic Area ("EEA") and the United Kingdom, changes will be deemed approved if you do not object to them electronically within six weeks of the announcement of the respective modification. We will point this consequence out when we announce a modification.

If you do not agree to these Terms, the Privacy Policy, or the Release of Liability, you must immediately cease using the Services.

1. YOUR USE OF THE SPIN SCOOTERS AND OTHER SERVICES

1.1. You are the sole operator of the Services. You and Spin are the only parties to these Terms and you are therefore the only authorized operator of a Spin Scooter that is rented through your account. You represent, warrant, and covenant that you will not permit another person, either alone, or together with you, to use any Spin Scooter rented by you or through your account, or any Services obtained by you or through your account. Without limiting the foregoing, you alone are responsible for complying with these Terms and for any breach of these Terms and any damage and/or liability arising from your operation of any Spin Scooter or any third party's use of any Spin Scooter rented through your account.

1.2. You are at least 18 years old. You represent and warrant that you are at least eighteen (18) years of age.

1.3. You will inspect the Spin Scooter before operating it. You represent, warrant and covenant that, before each use of a Spin Scooter, you will conduct a basic safety inspection of such Spin Scooter, which includes inspecting: safe operation of brakes and lights; proper direction of wheels; condition of the frame; sufficient battery charge; and any signs of damage, disrepair, unusual or excessive wear, or other signs of mechanical and/or maintenance needs (each, a "Safety Issue"). You shall immediately notify Spin if you identify a Safety Issue and are prohibited from riding any Spin Scooter on which there is a Safety Issue.

1.4. You are a competent user. You represent and warrant that you are familiar with the operation of the Spin Scooters, are physically fit to use a Spin Scooter, and do not have any health problems or medical conditions that would make using a Spin Scooter unsafe in any way.

1.5. You will not engage in distracted operation of the Spin Scooter. You represent, warrant, and covenant that, for the duration of your operation of a Spin Scooter, you will not use any cellular telephone, text messaging device, portable music player, or any other device that may distract you from operating the Spin Scooter safely.

1.6. You will not use the Spin Scooter when hazardous conditions are present. You represent, warrant, and covenant that you will not use a Spin Scooter when environmental conditions (i.e. weather, road surface, congestion, etc.) are unsafe, on any unpaved roads, through water, through uneven terrain (including, without limitation, on mountains), through unsafe traffic conditions, on highways or freeways, or in any location where use of a Spin Scooter is prohibited, illegal, and/or is a nuisance. You acknowledge and agree that Spin does not provide or maintain places at or on which to ride Spin Scooters and that Spin makes no representation, warranty, covenant, or guarantee with respect to the conditions of any road, sidewalk, vehicle lane, vehicle route, or other thruway you may access in connection with your use of a Spin Scooter.

1.7. You will not use the Spin Scooter if your ability to use it is impaired. You represent, warrant, and covenant that you will not ride a Spin Scooter while under the influence of drugs, alcohol, medication, and/or any other substance that may impair your ability to ride the Spin Scooter.

1.8. You will not race the Spin Scooter, perform stunts with the Spin Scooter, use the Spin Scooter to propel or tow any vehicle, trailer, or other object. You represent, warrant, and covenant that you will not race the Spin Scooter, perform stunts with the Spin Scooter, or use the Spin Scooter to propel or tow any vehicle, trailer, or other object.

1.9. You will not place anything on the Spin Scooter or use the Spin Scooter while holding anything that impedes your ability to safely use it. You represent, warrant, and covenant that you will not place any objects on the Spin Scooter or use the Spin Scooter while holding any object that impedes your ability to safely use it. These objects include, without limitation, backpacks, bags, briefcases, and/or any other item that can alter the balance of the Spin Scooter or otherwise impede your ability to safely ride it. You must not exceed the weight limit of the Spin Scooter (220 pounds unless otherwise indicated).

1.10. You will wear proper equipment, including a helmet, while using the Spin Scooter. You represent, warrant, and covenant that, at all times while using a Spin Scooter, you will wear appropriate equipment, including, without limitation, suitable footwear (e.g., tied sneakers, no sandals) and a helmet that is properly fitted and fastened in accordance with the manufacturer's instructions and meets CPSC, Snell, or ASTM, or CE helmet standards or a comparable standard (a "Helmet") (information about some of these standards can be found here). Notwithstanding the foregoing, Spin does not make any representation, warranty, covenant, or guarantee with respect to the safety, quality, or other characteristics of any Helmet.

1.11. You will not use the Spin Scooter for commercial purposes. You represent, warrant, and covenant that you will not

use the Spin Scooter for any commercial purposes, including, without limitation, for hire, reward, rideshare, food delivery, or advertising services.

1.12. You will not tamper with, alter, or vandalize the Spin Scooter. You represent, warrant, and covenant that you will not tamper with, alter in any way, or vandalize the Spin Scooter.

1.13. You will use the Spin Scooter in compliance with all applicable laws, rules, regulations, and ordinances. You represent, warrant, and covenant that you will only use the Spin Scooter in compliance with all applicable laws, rules, regulations, and ordinances. It is your sole responsibility to be familiar with the applicable laws, rules, regulations, and ordinances of the jurisdiction in which you are using the Spin Scooter.

1.14. You will park the Spin Scooter in accordance with our instructions and in compliance with all applicable laws, rules, regulations, and ordinances. You represent, warrant, and covenant that you will park the Spin Scooter in lawful parking spots in an upright position and will not park the Spin Scooter on unauthorized private property, in a locked area, in heavily trafficked areas, or in any other unapproved space. Without limiting the foregoing, you represent, warrant, and covenant that you will return the Spin Scooter to the proper parking area in clean and working condition after your use. You will not use any locking mechanism to lock the Spin Scooter other than one provided by Spin unless otherwise directed by Spin.

1.15. You will use the Spin Scooter in accordance with the "rules of the road." You represent, warrant, and covenant and that you will obey all street signs, signals, rights-of-way, and markings, that you will use the Spin Scooter with courtesy and respect towards third parties, including, but not limited to pedestrians and other vehicles, and that you will not block sidewalks, access ramps, bus stops, or landscaped areas.

1.16. You will return the Spin Scooter in the condition in which you rented it. You represent, warrant, and covenant that you will return the Spin Scooter in the condition in which you rented it, except for any ordinary wear and tear.

1.17. You must report an accident, crash, damage, personal injury, traffic violation, or stolen or lost Spin Scooter as soon as possible. If a crash involves personal injury, property damage, or a stolen Spin Scooter, you shall file a report with the local police department within 24 hours. You agree that you are responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorneys' fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Spin Scooter.

1.17. You will not rent the Spin Scooter for more than 24 hours at a time. The maximum rental time of a Spin Scooter is 24 hours. You represent, warrant, and covenant that you will conclude your ride within a service zone and lock the Spin Scooter (a "Return") within 24 hours of the time at which you unlocked or otherwise began renting such Spin Scooter.

1.18. THE FOREGOING LIST IS NOT INTENDED TO BE EXHAUSTIVE AND ANY UNREASONABLE OR INAPPROPRIATE USE OF A SPIN SCOOTER, AS DETERMINED BY SPIN IN ITS SOLE DISCRETION, OR ANY VIOLATION OF APPLICABLE LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WILL BE DEEMED TO BE A VIOLATION OF THESE TERMS. WITHOUT LIMITING THE FOREGOING, THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS ARE CUMULATIVE TO EACH OTHER AND NOT EXCLUSIVE OF EACH OTHER, AND NO REPRESENTATION, WARRANTY, OR COVENANT IN THIS SECTION 1 WILL LIMIT ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT IN THIS SECTION 1 OR THESE TERMS. You acknowledge and agree that Spin does not control, and has no right to control, you or other third parties with whom you may come into contact while using the Spin Services, including, without limitation, pedestrians, bikers, other users of Spin Scooters, or other vehicles.

1.19. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, HARM, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES.

2. RELEASE OF LIABILITY

AS A CONDITION OF USING THE SERVICES (INCLUDING, FOR CLARITY AND WITHOUT LIMITATION, ANY SPIN SCOOTER) YOU HEREBY ACCEPT AND AGREE TO THIS "RELEASE OF LIABILITY," including any defined terms therein.

You acknowledge that use of Spin's vehicle or other transportation device, including but not limited to, bicycles, electric bicycles, electric kick scooters (collectively "Spin Scooters"), as well as any other equipment, product or services

that relate to or concern the rental or use of a Spin Scooter is an inherently dangerous recreational 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. To the fullest extent permissible by applicable law, you, on behalf of yourself, your family, your heirs, your agents, your affiliates, your representatives, your successors, your guardians and your assigns (collectively the "Releasing Parties"), agree to indemnify, hold harmless, and forever release and discharge the Released Persons (as defined below) from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensation, claims, suits, causes of action, obligations, rights, and liabilities of any nature, type, or description, whether arising in tort (including negligence), contract, strict liability, or any other legal theory, whether known or unknown, contingent or vested, in law or in equity, whether or not we have been advised of the possibility of such damage, including but not limited to, property loss or damage, personal injury or loss of life, regardless of legal theory, that: (a) relate to, are based on, concern, or arise out of these Terms, your use of a Spin Scooter, the Services, the Site, the App, and/or any of the equipment that Spin provides to You (collectively the "Released Claims"). "Released Persons" as used herein means (i) Ford Motor Company ("Ford"), (ii) Skinny Labs Inc., d/b/a Spin ("Spin"), and (iii) to the fullest extent permitted by law, any (x) governmental entity (including, without limitation, any state, commonwealth, city, town, township, charter township, special district, village, borough, other municipal corporations, and unincorporated communities or jurisdictions) and (y) educational institution (including, without limitation, public and private universities and colleges, high schools, secondary schools, and primary schools) (each of (x) and (y), a "Municipality") with which Spin has contracted or at which Spin is providing Services, and each of Ford's, Spin's, and Municipality's respective current and former parents, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint venturers, and each and all of their respective officers, investors, partners, directors, elected officials, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers. This Release is intended to be a general and complete release of all Claims and all Released Persons may plead the existence of this Release as a full and complete defense to any Claim.

You hereby acknowledge that you have been advised of and fully understand the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Released Claims known or unknown, suspected or unsuspected, heretofore arising from the use of Spin Scooters, equipment and anything relating to such use, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

YOU ACKNOWLEDGE THAT YOU ENTER INTO THIS RELEASE FREELY, KNOWINGLY, AND VOLUNTARILY, AND THAT YOU INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES.

THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO NEW JERSEY RESIDENTS.

3. CREATION OF ACCOUNTS; COMMUNICATIONS WITH YOU

3.1. Creating an Account. In order to access and/or use the Services, we may require you to create an account on the Services or log in using existing third-party (e.g., Facebook) credentials. When registering, you may be required to provide Spin with certain personal information, which may include your name, birth date, mobile phone number (your "Number"), email address, and a valid debit or credit card number (a "Card"). This information will be held and used in accordance with the Privacy Policy.

3.2. Accuracy. You represent, warrant, and covenant to Spin that all information that you provide about yourself as requested by Spin (before, during, and after the account creation process), including, without limitation, your Number and your Card, is, and will remain during your use of the Services, true, accurate, current, and complete, and that you are authorized to provide all such information and use your Card. You are also solely responsible for all activity that occurs on your account, and you agree to notify Spin immediately of any suspected unauthorized use to your account. To the maximum extent allowed by law, Spin is not liable for any losses by any party caused by unauthorized use of your account.

3.3. Confidentiality. You are solely responsible for maintaining the confidentiality of your log-in credentials in order to use

the Services and are fully responsible for all activities that occur through the use of your credentials. You agree to notify Spin immediately of any unauthorized use of your log-in credentials or any other breach of security with respect to your account. Spin will not be liable for any loss or damage arising from unauthorized use of your credentials regardless of whether you have notified Spin of such unauthorized use or loss of your credentials. If you have reason to believe that your account is no longer secure, you must immediately notify us. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account.

3.4. Restrictions. You may not impersonate someone else to create an account, create or use an account for anyone other than yourself, permit anyone else to use your account, or provide personal information for purposes of account registration other than your own. You may not permit another person to use any Spin Scooter or other Services using your account credentials, regardless of whether that person is a user of the Services themselves, and to permit such use is a material breach of this Agreement. Without limiting the foregoing, you are responsible for all use of the Services in connection with your account, including, without limitation, death, personal injury, and injury to property, that results from a Spin Scooter that has been used with your account credentials.

3.5. Termination. We have the right to disable, suspend, or close your account if your account is delinquent, if your Card is no longer valid, or at any other time, for any other reason or for no reason, in our sole discretion, without notice. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE SERVICES IN ACCORDANCE WITH THESE TERMS. If we terminate your account, you must immediately return any Spin Scooter, or other property of Spin that you have in your possession. You will be charged for the value of any property of Spin that you fail to return as well as all costs (including attorneys' fees and costs) that Spin incurs in attempting to recover its property from you.

3.6. Spin Access. Spin may offer a program giving certain qualified users the ability to utilize the Services without the App and/or at a discount ("Spin Access"). You can learn more about Spin Access here: <https://www.spin.app/spin-access>. To qualify for Spin Access, we may require you to submit documentation proving eligibility. Any codes or other benefits provided to you in relation to Spin Access must be used for the intended audiences and purposes and are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. You represent and warrant that all information and documentation submitted is true, accurate, and complete and that you will keep all such information and documentation up to date. Spin may, in its sole discretion and with or without cause, suspend or terminate your eligibility for Spin Access at any time and without any notice to you.

4. FEES AND RESPONSIBILITY FOR COSTS

4.1. Fees. You must pay to Spin all charges and fees in connection with your use of the Services, which may vary based on the Services you have selected and may include, without limitation, rental charges, application fees, service fees and/or other charges set forth in these Terms ("Fees"). Spin's fee schedule is set forth through the App. The fee schedule is incorporated herein by this reference and you agree to pay the published fees and charges. Spin may alter, amend or make changes to the fee schedule at any time and may provide notice of such changes in the App. You must pay all Fees when due. You authorize us to charge the Card or other payment method provided for all Fees incurred by you with respect to Services (or other services offered by us), including applicable sales, use, VAT/GST and other local government charges. If you dispute any Fees, you must submit any such disputes in writing to Spin within thirty (30) days of Spin charging the Fees. Where permitted by applicable law, failure to submit such dispute within the thirty (30) day deadline will mean that you waive the dispute and the charge for such Fees will be final, non-refundable, and non-challengeable.

4.2. Method of Payment, Stored Balance, and Auto-Reload. You hereby authorize Spin to charge your Card or other payment method via the App or via another authorized third-party payment processor (e.g., PayPal, Stripe, Square, or others). We may seek pre-authorization of your Card or other payment method up to the maximum amount for a single ride prior to charging Fees in order to verify its validity or the existence of sufficient funds in the account tied to such Card and/or credit on the Card. You must provide accurate, current, and complete information when adding a Card or other payment method and it is your obligation to keep such information up-to-date at all times. You must notify us if your Card or other payment method expires or is no longer valid and must replace it with a valid Card or other payment method. You represent and warrant that you are authorized to use any Card or other payment method you furnish to us.

We may offer a service where you are given the option to store funds with us for use of our Services ("Stored Balance"). All amounts added to your Stored Balance are denominated in the currency of the country in which it was sold. You may only use the Stored Balance in the currency in which it was sold, unless otherwise indicated in the App.

If the auto-reload setting is enabled, you acknowledge and agree that when your Stored Balance equals or drops below

a certain balance, we may automatically add funds to your Stored Balance at a designated amount by charging your Card or other payment method ("Auto-Reload"). You can disable Auto-Reload at any time by updating your account settings, but changes may take a reasonable amount of time to go into effect. In the event you disable Auto-Reload or one of your automatic reloads is declined, for any reason whatsoever, including without limitation, expiry of your card, funds will not be added to your Stored Balance. In such scenarios, you may be required to separately load your Stored Balance. Spin may, at any time and in its sole discretion, discontinue Auto-Reload. If you formally close your account with Spin, unless you owe Fees, you will receive a refund of any amounts remaining in your Stored Balance. Please allow up to six (6) weeks for a refund. We will refund the money to the payment method you designated.

You authorize us and/or our third-party payment providers to store information about your Card or other payment method for the purpose of charging you Fees for use of the Services and facilitating Auto-Reload. If we are unable to charge you a Fee or facilitate Auto-Reload with the payment method you previously selected, you authorize us to charge the Fee or add funds to your Stored Balance by charging another payment method associated with your account. If your payment details change, your card provider may provide us with updated card details. We may use these new details in order to help prevent any interruption to your use of the Services. If you would like to use a different payment method or if there is a change in payment method, please visit your account settings to update your billing information.

4.3. Returns and Lost/Stolen Scooters. You are responsible for properly Returning the Spin Scooter in order to end your ride. If you fail to Return a Spin Scooter to a valid area, Spin may, in its sole discretion, charge you an additional pick-up fee up to \$100. If any Spin Scooter accessed under your account is abandoned without notice, you will be responsible for all trip fees until the Spin Scooter is recovered and deactivated, plus a service charge to recover the Spin Scooter. Fees are subject to change. This does not apply if you were unable to return the Spin Scooter without any fault on your own.

Upon Returning the Spin Scooter within the permitted 24-hour timeframe, you will be charged the lesser of (a) the accumulated Fees in such 24-hour time period and (b) \$200 per calendar day, which is the maximum daily Fee we will charge for a calendar day. If you fail to Return a Spin Scooter within 48 hours of the time at which you unlocked or otherwise began renting such Spin Scooter, we will consider that Spin Scooter lost or stolen and we may charge you a Fee of up to \$1,300 for each Spin Scooter, and a police report may be filed. Spin may also charge a service Fee of \$25 for rentals in excess of 24 hours where the Spin Scooter is not lost or stolen.

A Spin Scooter may also be deemed lost or stolen if: (1) the Spin Scooter's GPS unit is disabled; (2) the Spin Scooter is parked in on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends; (3) the Spin Scooter moves more than thirty feet after a rental has ended and Spin believes such movement was not caused by another user or authorized third party; or (4) other facts and circumstances that suggest to Spin in its reasonable, good faith determination that a Spin Scooter has been lost or stolen.

Spin and you agree that the last user who rented a Spin Scooter shall be responsible for a lost or stolen Spin Scooter unless facts and circumstances suggest otherwise to Spin in its reasonable, good faith determination. If Spin deems a Spin Scooter lost or stolen, Spin shall have the authority to take any and all actions it deems appropriate (with respect to the last user who rented a Spin Scooter or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. You agree the data generated by Spin's computers and systems is conclusive evidence of the period of use of a user of a Spin Scooter.

4.4. Fines.

4.4.1 You are fully responsible and liable for any Fees that are charged to you by us or a third party in connection with your use of a Spin Scooter or use of a Spin Scooter under your account credentials, including, but not limited to, traffic violations, late payments, fines, penalties, impounding charges, court costs, and/or any other Fees based on improper parking or a result of your violation of any law, rule, regulation, and/or ordinance when using a Spin Scooter.

4.4.2 After providing you with reasonable notice and an opportunity to object, you agree that Spin may, in its sole discretion, pay any ticket, citation, fine, and/or penalty on your behalf directly to the appropriate authority and bill such payment as a Fee to your account, and you will pay us for such Fees plus a reasonable administrative Fee. In the event we use a third party collection and/or administrative agent to resolve any such tickets, citations, fines and/or penalties, you must pay all costs and collection charges including, without limitation, administrative and legal costs to such agent upon demand without protest.

4.5. Damages. You are fully liable for all damages, losses, claims, consequences, demands, causes of action, injuries, costs, and liability in connection with your use of a Spin Scooter or use of a Spin Scooter under your account creden-

tials, including, without limitation, (i) physical or mechanical damage, (ii) loss due to theft, (iii) physical damage resulting from vandalism, (iv) bodily injury to you or a third party, (v) third party claims, (vi) actual charges for towing, storage and/or impound fees paid by Spin, and (vii) administrative charges, including the cost of appraisal and other costs and expenses incident to the damage or loss. YOUR INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO A SPIN SCOOTER. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT.

5. LIMITATIONS

5.1. Limitations on Services. Spin reserves the right to limit in its sole discretion the provision of the Services to any person, geographic region or jurisdiction. There may be times when we need to disable the Site and/or other Services either temporarily or permanently. The Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability to you. Also, from time to time, we may restrict access to some parts of the Site and/or Services, or the entire Site and/or Services, to users, including registered users. Without limiting the foregoing, you acknowledge and agree that Spin makes no representation, warranty, covenant, or guarantee that the Services (including, for clarity and without limitation, the Spin Scooters) will be available to you at all or any times, and you further acknowledge and agree that Spin may, in its sole discretion, without notice or liability to you, terminate your right to use the Services (including, for clarity and without limitation, the Spin Scooters).

5.2. Electric Vehicle. The Spin Scooter is an electric vehicle that requires periodic charging. You represent and warrant that you have read and understand that: (i) it is your responsibility to check the level of charge power in the Spin Scooter and to ensure it is adequate before initiating using the Spin Scooter; (ii) the level of charge power in the Spin Scooter at the time you initiate a rental or use of the Spin Scooter is not guaranteed and will vary with each use; (iii) the level of charge power in the Spin Scooter will decrease as you continue to use it, the rate at which it will decrease will vary, and as it decreases, the speed and/or other operational capabilities will decrease or cease in their entirety; (iv) the distance and/or time that you may use the Spin Scooter before it loses charge power is never guaranteed; and (v) the Spin Scooter may run out of charge power and cease to operate at any time during your use of the Spin Scooter, regardless of whether you have reached your desired destination. You are prohibited from charging a Spin Scooter, unless otherwise directed by Spin Scooter. By choosing to charge a Spin Scooter, you assume full and complete responsibility for all related risks, dangers, and hazards, and agree that Spin and all other Released Persons (defined below in Section 6) are not responsible for any injury, damage, or cost caused by you with respect to any person or property, including the Spin Scooter itself, directly or indirectly related to the charging of the Spin Scooter.

5.3. Obtaining Equipment. In order to access the Services, you must have access to a compatible internet browser, computer and/or mobile device, software, and internet connections or service plans. Without limiting the foregoing, you are required to reserve Spin Scooters through the App and therefore must have a mobile device that is compatible with the App and the Spin Scooters. Spin may require obtaining updates or upgrades from time to time. You acknowledge and agree that Spin may change system requirements from time to time and that meeting those requirements is your responsibility. We cannot and do not make any representations or warranties with respect to the devices or internet connections you use to access or use the Services, including with respect to device compatibility.

5.4. Feature Availability / Features Subject to Change. The availability of the Services and the features and services included in it is subject to change with or without notice to you. Not all features or services included in the Services are available in all markets and functionality of the Services may be limited, including, without limitation, due to vehicle capability or compatibility, mobile device or network coverage.

5.5. Usage and Data Fees. Your internet service provider or mobile carrier may charge you access, software or data fees for any network use or data transmission by the Services. Contact your internet service provider or mobile carrier for more information regarding usage rates and fees.

5.6. Third Party Sites. As is typical online, the Site and/or Services may contain hyperlinks to other sites. If there are other websites and resources linked to on this Site and/or Services, either by Spin or by you, these links are provided only for the convenience of Spin's users. We have no control over the contents of those websites or resources, and therefore cannot accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Site and/or Services, you do so entirely at your own risk and subject to the user terms and conditions of use for such websites.

5.7. Common Carrier Limitation. You agree that Spin is not a common carrier. Alternative means of public and private transportation are available to the general public and to you individually. We provide Spin Scooters only as a convenience.

6. DISCLAIMERS

THE SERVICES ARE PROVIDED ON "AS-IS" AND "AS AVAILABLE" BASIS AND YOU USE THEM SOLELY AT YOUR OWN RISK. SPIN DOES NOT REPRESENT OR WARRANT THE FUNCTIONALITY OF ANY OF THE SERVICES OR THAT ANY SPIN SCOOTER OR ANYTHING RELATING TO YOUR USE OF A SPIN SCOOTER OR THE SERVICES WILL BE IN GOOD REPAIR OR ERROR-FREE OR FREE FROM DELAYS, DEFECTS, OMISSIONS, INTERRUPTIONS OR INACCURACIES. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED BY SPIN AND THE RELEASED PERSONS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Therefore, WITHOUT LIMITING THE RELEASE OF LIABILITY:

to the fullest extent permissible by law, Spin and the Released Persons (as defined below) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to: (I) the Services (including User Content, as defined below); (II) the functions, features, or any other elements on, or made accessible through, the Services; (III) any instructions offered or referenced at or linked through the Services; (IV) security associated with the transmission of Your User Submissions transmitted to SPIN via the Services; (V) whether the Services or the servers that make the Services available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact Your Device(s)); (VI) whether the information (including any instructions) on the Services is accurate, complete, correct, adequate, useful, timely, or reliable; (VII) whether any defects to or errors on the Services will be repaired or corrected; (VIII) whether Your access to the Services will be uninterrupted; (IX) whether the Services will be available at any particular time or location; and (X) whether Your use of the Services is lawful in any particular jurisdiction;

THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SPIN AND THE RELEASED PERSONS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

IN NO EVENT SHALL SPIN OR THE RELEASED PERSONS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND OR INJURIES ARISING FROM THE SERVICES AND/OR USE OF ANY SPIN SCOOTER ACCESSORIES SUPPLIED BY SPIN (E.G. HELMET, LOCK). THE USER IS RESPONSIBLE FOR THE SAFE USE OF SUCH ACCESSORIES AND MUST CHECK THEIR CONDITION BEFORE EACH USE. IF ANY ACCESSORY IS FOUND NOT BE IN GOOD CONDITION OR WORKING ORDER, USER SHOULD NOT USE SUCH ACCESSORY AND SHOULD PROMPTLY NOTIFY SPIN AND REQUEST A REPLACEMENT; AND

YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, NEITHER SPIN NOR ANY OTHER RELEASED PERSONS ARE RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, (C) YOUR BREACH OF THESE TERMS AND/OR YOUR VIOLATION OF ANY LAW, RULE, REGULATION, AND/OR ORDINANCE, INCLUDING RIDING ON SIDEWALKS AND/OR PARKING, (D) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION AND/OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A SNELL-, CPSC-, ANSI- OR ASTM- APPROVED HELMET THAT HAS BEEN PROPERLY SIZED, FITTED AND FASTENED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS WHILE USING ANY PRODUCT, AND/OR (F) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION OR INACTION OF ANY THIRD PARTY.

SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF VARIOUS WARRANTIES, SO ONE OR MORE OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE FULL EXTENT PERMISSIBLE UNDER THOSE LAWS.

"Released Persons" as used herein means (i) Ford Motor Company ("Ford"), (ii) Skinny Labs Inc., d/b/a Spin ("Spin"), and (iii) to the fullest extent permitted by law, any (x) governmental entity (including, without limitation, any state, commonwealth, city, town, township, charter township, special district, village, borough, other municipal corporations, and unincorporated communities or jurisdictions) and (y) educational institution (including, without limitation, public and private universities and colleges, high schools, secondary schools, and primary schools) (each of (x) and (y), a "Municipality") with which Spin has contracted or at which Spin is providing Services, and each of Ford's, Spin's, and Municipality's respective current and former parents, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns,

joint venturers, and each and all of their respective officers, investors, partners, directors, elected officials, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers.

If you are a California resident, you waive California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

7. LIMITATION OF LIABILITY

7.1 All Users Who Reside Outside of the EEA and the United Kingdom.

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 SERVICES OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A SPIN SCOOTER OR THE SERVICES, REMAINS WITH YOU. NEITHER SPIN NOR ANY RELEASED PERSONS 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) THESE TERMS; (II) THE USE OF OR INABILITY TO USE THE SERVICES AND/OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A SPIN 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 SERVICES; (IV) ANY AND ALL USES OF THE SERVICES INCLUDING THE SITE, APP, PRODUCTS AND SERVICES (INCLUDING THE SPIN SCOOTERS) AND/OR (V) YOUR MISCONDUCT OR NEGLIGENT USE OF THE SERVICES INCLUDING THE SPIN 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 SPIN 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 SPIN'S AGGREGATE LIABILITY ARISING OUT OF, RELATING TO YOUR RELATIONSHIP WITH SPIN, THESE TERMS, YOUR USE OF THE SERVICES OR ANYTHING RELATING TO OR CONCERNING YOUR USE OF A SPIN SCOOTER, EXCEED THE AMOUNTS YOU HAVE PAID TO SPIN 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 SPIN 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. THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO NEW JERSEY RESIDENTS.

7.2 All Users Who Reside in the EEA or the United Kingdom

We will only be liable in accordance with the statutory provisions for any damage caused intentionally or by gross negligence of our representatives or us. Our liability for slight negligence shall be limited to the amount of the foreseeable damages typical for this type of contract and shall only apply in case of a breach of a material contractual obligation. Material contractual obligations shall be obligations the fulfillment of which forms the basis for the proper performance of the agreement and on which you may rely on a general basis.

This limitations of liability shall not apply to the extent any guarantees have been given by us, in the event of culpably caused damage to a person's life, body or health or to claims under the Product Liability Act.

8. INTELLECTUAL PROPERTY

8.1. Ownership. We own proprietary rights of every kind and nature however denominated throughout the world, registered or unregistered, associated with the Services, such as (i) patents, (ii) patent applications, (iii) copyrights, (iv) copyrightable works of expression, (v) trademarks, service marks, slogans, trade names, and other identifiers (including, without limitation, the Spin name, Spin logo, the Services name, and the Services design (collectively, "Spin Marks"), (vi) text, images, photos, audio, video, data, and communication that we create and/or make available in connection with the Services (collectively, "Spin Content"); and (vii) rights of publicity and privacy, moral rights, know-how, trade secrets, software and database rights ((i) through (vii), collectively, "IP Rights"), any and all applications, registrations,

renewals, or derivatives in connection with the foregoing IP rights, all rights to obtain, register, perfect and enforce these IP Rights throughout the world, and any and all actions and rights to sue at law or in equity for any past or future infringement or other impairment of the foregoing IP Rights.

8.2. Limited License. Except as expressly provided herein, we do not grant any express or implied proprietary rights to IP Rights. Subject to your compliance with these Terms and any other terms communicated in connection with specific Spin Content, we grant you a personal, non-exclusive, non-transferable, limited right to access, view, use, display and listen to Spin Content for your personal, non-commercial use only. Where permitted by applicable law, you agree not to dispute our claims of ownership or validity of our IP Rights.

You have obtained a license to the Services and your rights are subject to this license. Except as expressly licensed to you herein, Spin and its licensors reserve all right, title and interest in the Services and IP rights. This license is limited to the IP Rights and does not include any rights to other patents or intellectual property. All rights not expressly granted herein are reserved by Spin.

This license is effective until terminated. Your rights under this license will terminate immediately and automatically without any notice from Spin if you fail to comply with any of provision of these Terms or any Other Governing Agreement. Promptly upon termination, you must cease all use of the Services and destroy all copies of the Services in your possession or control. Termination will not limit any of Spin's other rights or remedies under these Terms, at law or in equity.

8.3. Restrictions. You may not, nor allow third parties to: (i) use the Services or Spin Content for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with the proper functioning or others' use of the Services or Spin Content, or violates any other person's rights; (ii) use any data mining, robots, or similar automated tools for data gathering, extraction, or accessing the Services or Spin Content, create a database, download or store any Spin Content other than as licensed above, link or frame the Services or Spin Content, extract or derive any source code or structure of any part of the Services or Spin Content by reverse engineering, disassembly, decompilation or any other means; (iii) abuse or do anything to damage our or our service providers' business operations, services, reputation, employees or facilities; (iv) use the Services or Spin Content except as expressly authorized by us; (v) resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works of the Services or Spin Content or any software used on or for the Services or Spin Content; (vi) modify, disassemble or tamper with any hardware that interfaces with the Services or Spin Content; (vii) interfere with or disrupt the Services or the servers or networks connected to the Services, including the Site and the App; (viii) 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 Spin computer software or hardware or telecommunications equipment; (ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Services (either directly or indirectly through use of third party software); (x) "frame" or "mirror" any part of the Services or Spin Content; (xi) use meta tags or code or other devices containing any reference to Spin, the Services (or any Spin Marks) to direct any person to any other website for any purpose; (xii) post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any Spin Content other than solely in connection with your use of the Services in accordance with this Agreement; (xiii) undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the 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; (xiv) directly or indirectly promote racism, bigotry, hatred or physical harm of any kind against any group or individual; (xv) directly or indirectly request money from, or otherwise defraud, other users; (xvi) 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 Spin or Spin users; (xvii) take video, audio, photographs, or images of another Spin user without his or her permission (or in the case of a minor, the minor's legal guardian); (xviii) take any action that may undermine the efficacy or accuracy of reviews or ratings systems maintained by Spin; (xix) post instructional information about illegal activities including how to damage Spin property or Spin Scooters or the property of other Spin users; (xx) 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); (xxi) 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; or (xxii) publicize or promote commercial activities and/or sales such as contests, sweepstakes, barter, advertising, and pyramid schemes, without our prior written consent.

8.4. User Content. You may submit text, images, photos, audio, video, data, and/or communication (collectively, "User Content") through the Services. Please do not submit new or confidential ideas through the Services. By providing User Content, you irrevocably (except to the extent you exercise applicable rights under local data protection laws): grant to Spin a world-wide, perpetual, transferable, sub-licensable, royalty-free, non-exclusive and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, publicly display, distribute, translate and create compilations and deriv-

ative works from, or otherwise use, any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Services. You grant this license to Us for the purpose of providing the Services and only to the extent necessary for that purpose. Our right to publicly display User Content ends when you exercise applicable rights to remove User Content from the Services. None of the User Content you post on, upload or otherwise submit to or through, the Services will be deemed confidential. The Service may allow you to communicate with us through the App. Should you choose to communicate with us, you consent to being contacted in the manner requested.

You understand and acknowledge that you are responsible for User Content, and you, not Spin, assume all risks associated with User Content, including anyone's reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in User Content that makes you or anyone else personally identifiable. You represent and warrant that you own or have the necessary rights, consents, and permissions to use and authorize the use of User Content as described herein. You may not imply that User Content is in any way sponsored or endorsed by Spin.

We are not responsible or liable to you or any third-party for the content or accuracy of any User Content any other text, images, photos, audio, video, data, and/or communication ("Third-Party Content"). You understand that when using the Services, you will be exposed to Third-Party Content from a variety of sources, and that Spin is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third-Party Content, and that such Third-Party Content is not the responsibility of Spin. We may or may not, at our own discretion, pre-screen Third-Party Content, but we have no obligation to do so. We reserve the right (but do not assume the obligation), in our sole discretion, to reject, move, edit or remove Third-Party Content. Without limiting the foregoing, we have the right to remove any Third-Party Content that violates the Terms or is otherwise objectionable in our sole discretion. Third-Party Content is solely the responsibility of the person or entity submitting it and does not necessarily reflect the opinion of Spin. We do not endorse any Third-Party Content submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with such text, images, photos, audio, video, data, and/or other communication submitted to the Services.

8.5 Feedback. If you provide feedback, comments or suggestions for improvements to the Services (in written, oral, or any other form) ("Feedback"), you represent and warrant that you (a) have the right to disclose the Feedback, (b) the Feedback does not violate the rights of any other person or entity, and (c) the Feedback does not contain the confidential or proprietary information of any third party or parties. You (i) acknowledge that Spin may have something similar to the Feedback already under consideration or in development, and (ii) assign to Spin your entire right, title, and interest (including any intellectual property rights) in and to Feedback. To the extent that any right, title, or interest cannot be assigned under applicable law, you hereby grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works from, publish, distribute and sublicense the Feedback without any compensation, and waive any right, title or interest and consent to any action of Spin, its service providers, successors, and assigns that would violate such right, title, or interest in the absence of such consent. You agree to execute any documents necessary to effect the foregoing assignment, waivers, or consents.

8.6. Spin Marks. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Spin Marks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without Spin's prior written consent. You shall not use any Spin Mark or any language, pictures or symbols which could, in Spin's sole judgment, imply Spin's endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without Spin's prior written consent. You may not remove or alter Spin Marks or legal notices included in the Services or on any related asset, such as Spin Scooters.

8.7. DMCA. We do not permit copyright infringing activities and infringement of intellectual property rights on Services, and we will remove any User Content if properly notified that such User Content infringes on another's intellectual property rights. We reserve the right to remove User Content without prior notice. We will terminate your access to the Services if, under appropriate circumstances, you are determined to be a repeat infringer. In accordance with the Digital Millennium Copyright Act ("DMCA"), if you believe your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information to our designated DMCA Agent identified below: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that has allegedly been infringed; (ii) identification of the copyrighted work or other intellectual property that you claim has been infringed upon or, if multiple copyrighted works at a single online location are covered by a single notification, a representative list of such works at that location; (iii) identification of the material that you claim is being infringed or is the subject of the infringing activity and information reasonably sufficient to permit us to locate the material on the Site and/or Services; (iv) your address, telephone number, and email address; (v) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and/or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright or intellectual property owner or

authorized to act on the copyright or intellectual property owner's behalf. Our designated DMCA Agent is:

DMCA Agent
450 Mission Street, Ste 400
San Francisco, CA 94105
support@spin.pm

9. LOCATION AND PUSH NOTIFICATIONS AND OTHER TECHNOLOGIES

9.1. Location. To determine your eligibility to use the Services, Spin may determine your location using one or more reference points, such as GPS, beacons and/or software within your device. If you have set your device(s) to disable GPS, Bluetooth or other location determining software or do not authorize the Services to access your location data, the Services may not be able to determine your location and you may not be able to access the Services. For more information about how the Services collects, uses and retains your information, please read the Spin Privacy Policy.

9.2. Text Messaging. Spin and those acting on its behalf may send you text (SMS) messages at the phone number you provided us. These messages may include operational messages about your use of the Services, as well as marketing or other promotional messages similar to the products or services received. You may not be able to use the Services without allowing operational text messages as those are an integral part of the service. You may opt-out of receiving marketing text messages at any time by sending an email to support@spin.pm indicating that you no longer wish to receive marketing texts along with the phone number of the mobile device receiving the messages. You may continue to receive text messages for a short period while Spin processes your request, and you may also receive text messages confirming the receipt of your opt-out request. If you do not want to receive operational text messages from Spin, do not provide your phone number to Spin. Text messages may be sent using an automatic telephone dialing system. Your agreement to receive marketing texts is not a condition of any purchase or use of the Services. If you change or deactivate the phone number you provided to Spin, you must update your account information to help prevent us from inadvertently communicating with anyone who acquires your old number. Standard data and message rates may apply for SMS and MMS alerts, whether you send or receive such messages. Please contact your Carrier for details.

9.3. Push Notifications. The Services may make use of push notifications to devices that support the transmission of such notifications or alerts. Push notifications are used to send notification messages to you regarding offers, events, and other promotions and related alerts, as well as informational and/or administrative messages. After downloading the Services, you may be asked to accept or deny push notifications. If you deny, you will not receive any push notifications. If you accept, push notifications will be automatically sent to you. If you no longer wish to receive push notifications from this Services, you may opt out by changing your notification settings on your device or, if applicable, through the push notification service. For mobile devices, the device manufacturer, not Spin, controls these notification settings.

9.4. Email. Spin may send you emails concerning our products and services. You may opt-out of promotional emails by following the unsubscribe instructions in a promotional email.

9.5. E-SIGN Disclosure. By agreeing to receive text messages, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by contacting us at support@spin.pm with "Revoke Electronic Consent" in the subject line. To view and retain a copy of this disclosure or any information regarding your enrollment in this program, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, please contact us at support@spin.pm with contact information and the address for delivery.

10. TERMINATION

10.1. Termination by You. You may terminate your use of the Services at any time by closing your account, uninstalling the App, and ceasing to use the Services; provided, however, that (i) termination will not entitle you to any refunds, (ii) these Terms will remain in effect indefinitely after your termination, and (iii) we reserve the right to charge any additional Fees that you owe as a result of your use of the Services or a third party's use of the Services under your account.

10.2. Termination by Us. We may, in our sole discretion and with or without cause, unilaterally suspend or terminate your account or your right to use the Services at any time and without any notice to you.

10.3 Survival. All provisions of these Terms, which by their nature should survive termination, shall survive termination,

including, without limitation, Release of Liability, Fees and Responsibility for Costs, Limitations, Disclaimers, Intellectual Property, Indemnification, Miscellaneous.

11. INDEMNIFICATION

Without limiting the Release of Liability and Limitation of Liability, you agree to defend, indemnify, and hold harmless the Released Persons from and against any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, fines, tickets, attorneys' fees, judgments, suits, settlements, and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, that directly or indirectly arise from or are related to any claim, suit, action, demand, investigation or proceeding made or brought against any Released Person, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) your use of the Services and your activities in connection with the Services; (ii) your User Content; (iii) your breach or alleged breach of these Terms or any Other Governing Agreement; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Services or your activities in connection with the Services; (v) information or material transmitted through your account or mobile phone or other device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) the Released Persons' use of the information that you submit to us (collectively, "Claims"). You will cooperate as fully required by the Released Persons in the defense of any of the foregoing. Notwithstanding the foregoing, the Released Persons retain the exclusive right to settle, compromise, and pay any and all such Claims. Released Persons reserve the right to assume the exclusive defense and control of any Claims. You will not settle any Claims without, in each instance, the prior written consent of an officer of a Released Person.

12. ARBITRATION AGREEMENT, DISPUTE RESOLUTION, AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. FOR RESIDENTS OF THE EUROPEAN UNION, PLEASE ALSO REFER TO THE SECTION ENTITLED "DISPUTE RESOLUTION FOR E.U. RESIDENTS" BELOW.

Definitions. For purposes of this Section 12 (Arbitration Agreement, Dispute Resolution, and Class Action Waiver):

"Party" shall mean either Spin or You, as these terms are defined below.

"Us" "Our" "We" and/or "Spin" shall mean Skinny Labs Inc. dba Spin, its successors, assigns, parent, subsidiaries, affiliates, divisions, dealerships, service providers, and their affiliates, and the respective officers, directors, employees, contractors, agents, or shareholders of any of the foregoing.

"You" shall include yourself, in your individual capacity, and any authorized or unauthorized users or occupants of the Spin Scooter, and/or your or their beneficiaries.

You and Spin agree that this arbitration undertaking is made pursuant to an in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act at 9 U.S.C. Section 1, et seq. Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

This Section 12 is intended to be interpreted broadly and governs any and all disputes between Us, including but not limited to claims arising out of or relating to any aspect of the relationship between Us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before these Terms or any prior agreement (including, but not limited to, claims related to interactions between users); and claims that may arise after the termination of these Terms. Except as provided herein, claims arising out of or relating to the validity, application, scope, enforceability, or interpretation of the Terms, including this Section 12, shall also be decided by an arbitrator. The only Disputes excluded from this Section 12 are the litigation of certain intellectual property and small court claims, as provided below.

By agreeing to these Terms, You agree to resolve any and all disputes with Spin as follows:

Pre-Arbitration Dispute Resolution: For any and all disputes, claims, or controversies You may have against Spin ("Disputes"), whether pursued in court or arbitration, You must first give Us an opportunity to resolve the Dispute informally by contacting Us at support@spin.pm with the following information: (1) your name, (2) your address, (3) a written descrip-

tion of your claim, and (4) a description of the specific relief You seek. If We do not resolve the Dispute within forty-five (45) days after receiving your notification, then You may pursue resolution of the Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Arbitration Procedures:

If the Dispute has not been resolved and is not subject to the exclusions outlined in this Section 12, then either Party may initiate binding arbitration as the sole means to resolve all Disputes, subject to the terms set forth below.

All Disputes shall be resolved before a single arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000, in each case applying the rules and procedures in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. You can find the JAMS rules and procedures here at this link.

To start an arbitration with JAMS, You must do the following: (1) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (2) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 2 Embarcadero Center, Suite 1500, San Francisco, CA 94111; and (3) send three copies of the Demand for Arbitration to Spin at 450 Mission Street, Ste 400 San Francisco, CA 94105, ATTN: Legal Department.

You will be required to pay \$250 to initiate an arbitration against Us. If the arbitrator finds the arbitration to be non-frivolous, Spin will pay all other fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

Location of Arbitration: If You live in the United States, You may initiate and litigate the arbitration in your hometown area or through the JAMS office located in San Francisco, California. If You live outside the United States, You must initiate and litigate the arbitration through the JAMS office located in San Francisco, California. Either Party may ask that the arbitration including the hearings, arguments, and all conferences be conducted telephonically or by video conference (e.g., Skype).

Except as otherwise provided in this Section 12, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, the Privacy Policy, or Other Governing Documents, including but not limited to any claim that all or any part of these Terms, Privacy Policy, or Other Governing Document is void or voidable, whether a Dispute is subject to arbitration, or the question of waiver by litigation conduct. For the avoidance of doubt and as further set forth in this Section 12, small claims court, and not any arbitrator or JAMS, shall have the exclusive authority to resolve disputes regarding whether a Dispute is properly within the jurisdiction of a small claims court.

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

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

CLASS ACTION WAIVER: The parties agree that the arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or class arbitration or seek relief on a class basis. THIS MEANS THAT YOU AND SPIN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A LEAD OR REPRESENTATIVE CLASS PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

By agreeing to these Terms, You are waiving your right to trial by jury or to participate in a class action. We are also waiving these rights.

Warranty: You and We agree that this arbitration agreement includes any claim arising out of accessing Spin Scooters or Services, including any claims from a breach of an implied or express warranty, or any other claim regarding quality, service or repair, including California-specific warranty protections or so-called "lemon law" statutes including the Song-Beverly Act, California Unfair Competition Law, California Secret Warranty Law, California Consumer Legal Remedies Act and any claims involving pre- or post-sale fraud. The warranty period is not extended or triggered anew by

Claims or complaints by You, or repair attempts by Us, or flaws or defects discovered at any point after the time of sale.

Exclusions from Arbitration: Notwithstanding the parties' agreement to resolve Disputes through arbitration, either Party may (1) bring enforcement actions, validity determinations or claims arising from or relating to misuse, infringement, or misappropriation of intellectual property theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights); (2) seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction, (3) file bankruptcy in court; (4) enforce a security interest in the vehicle by repossession or in court; (5) take legal action in court to enforce the arbitrator's decision; and (6) pursue claims and remedies provided for under the Magnussen-Moss Act in court. You and we agree that to the extent that either Party has a good faith belief that a Dispute falls within the jurisdiction of the small claims court in the U.S. county (or parish) of your residence or in Michigan, either Party may elect to have such Dispute adjudicated in such small claims court. Either Party may make such election even after the other Party initiates an arbitration. To the extent that either you or we elect to have a Dispute resolved in small claims court after an arbitration is initiated, the Party that initiated the arbitration agrees to dismiss or suspend the arbitration and seek to resolve the Dispute in small claims court. You and we agree that in the situation where an arbitration is already initiated and one Party invokes the small claims court option, any dispute regarding whether the Dispute is properly within the jurisdiction of a small claims court shall be resolved by the small claims court in the first instance (unless it is unwilling to do so) and not the arbitrator or JAMS.

30-Day Right to Opt-Out: You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above. You can opt out of the arbitration and class action waiver provisions set forth above by sending an email from your registered email address on Spin to Us at support@spin.pm with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." To opt-out, You must send the email to Spin with the required language within thirty (30) days of the later of the following: (i) of your creation of a Spin account; or (ii) the date of notice from Spin of a material change to this Section via email to You. To be clear, if You opt out of the arbitration and class action waiver provision, You will be able to pursue any potential claims in a court of law and can participate in a class action or other class proceeding if You so desire. If You do not opt out properly, You agree to arbitrate. If You opt out of the arbitration and class action waiver provisions, We will not be subject to them either with respect to any disputes with You, meaning Spin can also litigate in a court of law and be subject to class action litigation.

Severability: If a court or arbitrator decides that any portion of this Section 12 is invalid or unenforceable, then the portion shall be severed from the Terms and/or deemed modified, only to the extent necessary to make it lawful. Such invalidity shall not affect the enforceability of any other provisions of the Terms that are not invalid or unenforceable. To affect the modification of the portion, the portion shall be deemed deleted, added to, and/or rewritten, whichever shall most fully preserve the intentions of the parties as originally expressed herein.

The Terms and the relationship between You and Spin shall be governed in all respects by the laws of the State of Michigan, including warranty law, without regard to its conflict of law provisions. This Section 12 shall survive any termination of your account, these Terms, or the Services.

DISPUTE RESOLUTION FOR E.U. RESIDENTS

Either Party may initiate binding arbitration as the sole means to resolve all Disputes, subject to the terms above, as permitted by European law. Any controversy that arises or is related to these Terms be submitted to the non-exclusive jurisdiction of the Courts of the place of your domicile. This remains without prejudice to any rights recognized by current consumer protection legislation.

In addition, in accordance with European law, You are informed that the European Commission's online dispute review platform is also available, which is accessible on the following link: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

13. STATUTE OF LIMITATIONS

You and Spin agree that regardless of any statute or law to the contrary, any dispute under these Terms. Including under Section 12 of these Terms and including any claim or cause of action against You or Spin, must be commenced or filed within one year after such claim arose, in accordance with these Terms; otherwise, the dispute or claim is permanently barred, and there shall be no right to any remedy for any claim not asserted in that time period.

14. NOTICE

Spin may give notice by any means of communication reasonably anticipated to notify you of the information provided. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing or be delivered in a particular manner. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. By way of example only, such communication may be a general notice on the Services or via email to the email address listed on your account. It is your obligation to update your account information so that we may contact you as may be necessary. Such notice shall be deemed to have been given 48 hours after dispatch. If physical notice (e.g., US Mail) is used, then such notice shall be deemed to have been given 7 days after dispatch.

Except as explicitly described in Section 12, you may give notice to Spin (such notice shall be deemed given when received by Spin) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Spin at the following address:

Skinny Labs Inc
450 Mission Street, Ste 400
San Francisco, CA 94105

15. MISCELLANEOUS

15.1. Entire Agreement. These Terms (including, without limitation, the Privacy Policy, and any applicable Other Governing Document), is the entire agreement regarding the subject matter 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. Spin is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Spin.

15.2. Export Control. Materials and information provided on or through the Service, including prices, features, products or services, may not be available outside the U.S. You agree to comply with all export and re-export control laws, restrictions and regulations or similar laws of your government in connection with your use of the Service, including but not limited to the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Further, you represent and warrant that: (i) you are not located in a country that is subject to a government embargo, or that has been designated by any country's government as a "terrorist supporting" country, and (ii) that you are not listed on any government list of prohibited or restricted parties as specified in the laws and regulations listed above or in the laws and regulations applicable in your country.

15.3. Promotional Offers. From time to time, Spin may offer promotional discounts or credits ("Promotional Credits") to users. Spin reserves the right to withhold, expire, limit, modify or deduct Promotional Credits in the event that Spin determines or believes that the receipt of the Promotional Credit was in error, fraudulent, illegal, or in violation of our rules or any other applicable agreement between you and Spin, as determined in Spin's sole discretion. Each of these Promotions may have their own rules and terms that you should review. Those terms will apply in addition to these Terms. We are not required to give, and you are not required to accept, any offers we may promote through the Services. Promotional Credits must be used for the intended audiences and purposes and are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to receive the offer. Some offers may be subject to taxes and other charges or restrictions which will be disclosed before you accept the offer. If you accept an offer you also assume all liability associated with that offer.

15.4. Referral Program. We may offer bonuses to new users and for other marketing purposes, such as a referral program ("Referral Program"). Users may be able to earn courtesy credits that can be used for Fees, discounts, or other promotional purposes ("Referral Program Rewards") by inviting their eligible friends to register as new Spin users using a unique referral code ("Referral Program Codes"). Referral Program Codes must be used for the intended audience and purposes, and may not be sold or transferred in any manner or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Spin. Except as permitted by Spin, Referral Program Rewards are non-transferable, may not be resold, and are not redeemable for cash or other consideration. You agree we may change the terms and conditions of the Referral Program, terminate the Referral Program, or expire, deduct, limit, or modify your Referral Program Rewards at any time for any reason, including but not limited to, the event that Spin determines or believes that your participation in the Referral Program or use or redemption of Referral Program Codes was in error, fraudulent, illegal, or otherwise in violation of these Terms.

15.5. Governing Law and Venue. These Terms will be governed by the internal laws of the State of Michigan, without regard to its choice or conflicts of laws provisions. Any dispute that arises out of or relates to these Terms or the breach thereof that is not governed by the mandatory arbitration agreement set forth in Section 12, above, shall be governed by the law of the State of Michigan 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 Michigan 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 12 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.

For non-United States residents, any legal disputes arising from this contract in relation to use of the Services in the EEA (excluding the United Kingdom), the law of your country of domicile applies, and the place of venue are the courts of the capital city in the country where you are domiciled.

For non-United States residents, any legal disputes arising from this contract in relation to use of the Services in the United Kingdom, the laws of the United Kingdom shall apply and the place of venue are the courts of London.

15.6. Severability; Waiver. If a court determines that any term or condition in these Terms is illegal or unenforceable, then such term will be eliminated and the remaining terms and conditions will remain in full force and effect. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

15.7. Assignment. We can assign these Terms in whole or in part to anyone we choose. Such assignment will not affect your rights or obligations under these Terms. You may not assign your rights or obligations under these Terms to anyone else without our prior consent.

15.8. 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.

15.9. Independent Contractors. Spin is an independent contractor and neither party is an agent of the other and neither party has the right to bind the other on any agreement with a third party.

15.10. Headings and Sections. The headings and section titles in the Terms are for convenience only and have no legal or contractual effect.

15.11. No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms.

15.12. Interference. ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE THE SERVICES OR OTHERWISE UNDERMINE OUR LEGITIMATE BUSINESS OPERATIONS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO COUSE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

15.13. Notice for California Users. Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

15.14. Notice Regarding Apple. If the Services that you use include a mobile application that you download, access and/or use and that runs on Apple's iOS operating system (an "iOS App"), you acknowledge and agree that:

the iOS App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system;

these Terms are between you and us, and not with Apple;

Apple has no obligation at all to provide any support or maintenance services in relation to the iOS App, and if you have any maintenance or support questions in relation to the iOS App, please contact Company, not Apple;

except as otherwise expressly set forth in these Terms, any claims relating to the possession or use of the iOS App are between you and us (and not between you, or anyone else, and Apple);

in the event of any claim by a third party that your possession or use (in accordance with these Terms) of the iOS App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and

although these Terms are entered into between you and Company (and not Apple), Apple, as a third party beneficiary under these Terms, will have the right to enforce these terms against you.

In addition, you represent and warrant that:

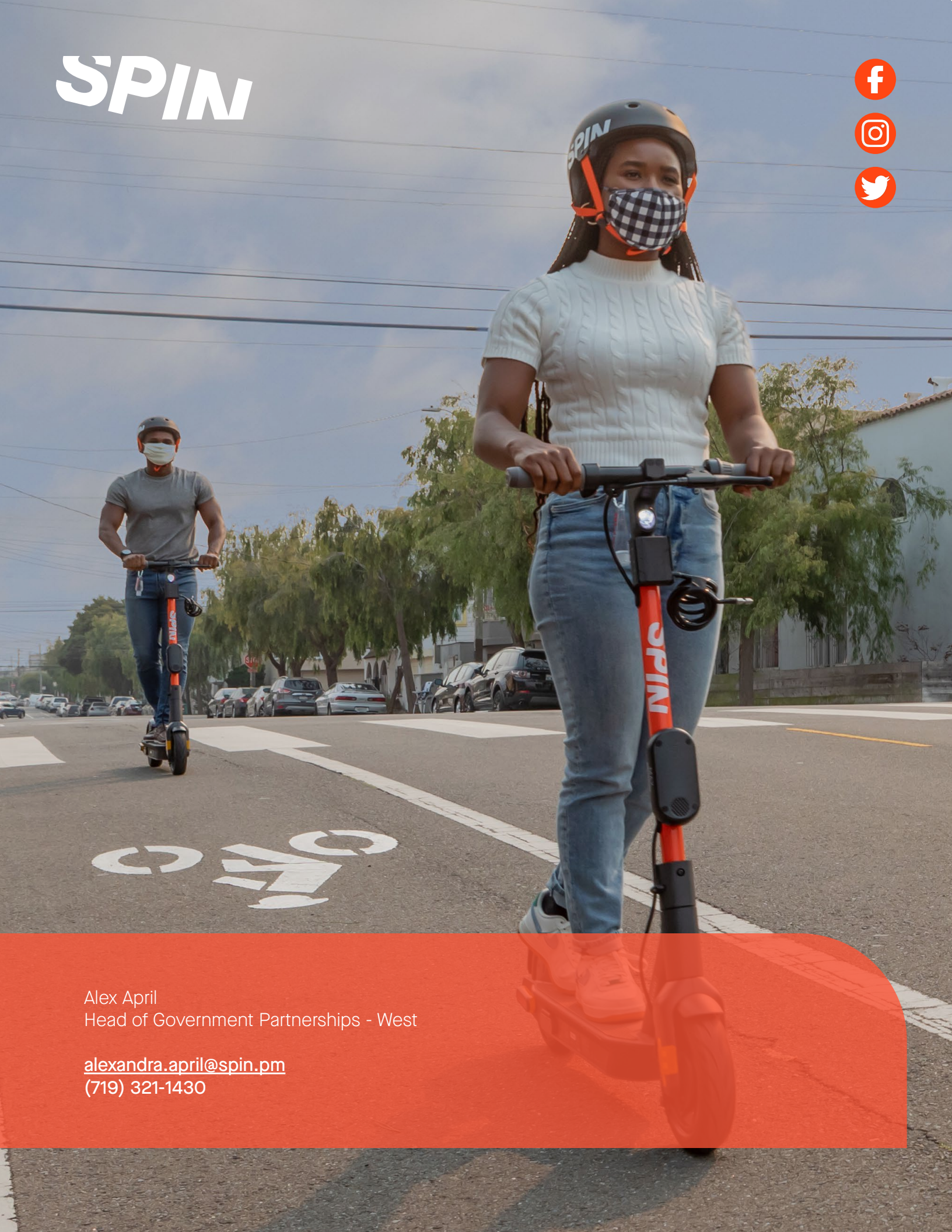
you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a “terrorist supporting” country; and

you are not listed on any United States Government list of prohibited or restricted parties; and

if the iOS App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the iOS App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the iOS App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the iOS App or as a result of you or anyone else using the iOS App or relying on any of its content.

15.15. Notice Regarding Google. If the Services that you use includes a mobile application that you download, access, and/or use from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that these Terms are between you and us only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) we, and not Google, are solely responsible for our Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to our Google-Sourced Software.

SPIN



Alex April
Head of Government Partnerships - West

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