



## 2021 SFMTA Powered Scooter Share Program Permit Application

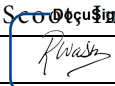
The Powered Scooter Share Program Permit allows permitted Powered Scooter Share Operators to operate a Powered Scooter Share Program in the City and County of San Francisco. The SFMTA shall implement this Program consistent with the SFMTA's "Guiding Principles for Emerging Mobility Services and Technologies" 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:	<u>Scoot, Inc.</u>	Business Phone:	1-866-205-2442
Contact Person:	<u>Bob Walsh</u>	Cell Phone:	415-697-9495
Mailing Address:	<u>1255 Howard St. San Francisco CA 94103</u>		
Street Address if different than above:			
Email Address:	<u>bob.walsh@bird.co</u>	Website:	<u>http://www.scoot.co</u>

### Application Agreement

<p><b>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:</b></p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>	
Name of Applicant	<u>Scoot, Inc.</u>
Authorized Signature	
Printed Name, Title and Date	<u>Bob Walsh, Sr. Manager, Public Affairs</u> 3/31/2021



# San Francisco

2021 SFMTA Powered Scooter Share Program Permit Application



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Dear Director Jeffrey Tumlin,

Thank you for the opportunity to present our vision for the next chapter in San Francisco's ongoing mission of delivering fair and adaptive mobility access for all. Through the efforts of Mayor London Breed, the Board of Supervisors and the SFMTA, San Francisco is setting a global example for building transportation systems centered around safety, equity and labor harmony. We know that serious challenges remain ahead, and we are eager to overcome them together.

Over the past nine years, Scoot has had the honor of working alongside the city to develop dockless, shared micromobility services that strive to meet the needs of all San Francisco residents and visitors. Our partnership with Bird has enabled us to pair our industry-leading lock-to technology with the most advanced, sustainable e-scooters to keep San Francisco streets safe and free from clutter. Through ongoing engagement with disabled riders and disability advocates, we've introduced adaptive vehicles in San Francisco that are available for both short and long term rentals. And thanks to programs such as our Scoot Low-income Plan and Global Ride Pass, we're able to make e-scooters an affordable part of all riders' daily transportation routines.

The global pandemic has demonstrated that equity, redundancies and social distancing are critically important parts of San Francisco's public transportation offering. In Scoot you will continue to find a partner who has nearly a decade of experience serving San Francisco residents, one who is tirelessly committed to partnering with the city as well as local community leaders and advocates to ensure all riders can access and benefit from micromobility.

**Deep Roots and Experience in San Francisco.** The SFMTA deserves a reliable partner who understands San Francisco's unique needs and transportation objectives. Scoot and our locally-based team have a proven safety record of delivering reliable, world-class mobility services. We also bring to San Francisco the learnings from our partner Bird who operates in 130+ cities worldwide. The depth and breadth of this local and global experience continues to make us the most capable partner to listen and respond to local needs with innovative and San Francisco-specific solutions.

**Upholding San Francisco's Values.** Over the last nine years, the Scoot team has committed ourselves to being a mission-driven service provider in San Francisco. This means rejecting the gig economy model, developing adaptive vehicles and accessibility programs and working collaboratively with city leaders to reduce car journeys, make streets safer and fight climate change—all themes laid out in San Francisco's Transportation Recovery Plan. We're proud to partner with Bird, the industry's only signatory of the UN Global Compact, to ensure that we hold ourselves to the highest environmental standards. Through our long-standing and continued partnerships with local groups we are continuing to listen and improve our service until it meets the needs of all of San Francisco's diverse residents including disabled, low income and underrepresented riders.

**Uncompromising Safety Standards.** As a transportation company, it is not enough to meet safety standards; they must be exceeded. Scoot is focused on guaranteeing the safety and security of every San Francisco resident. We were the first to develop and implement lock-to technology on all of our vehicles, and we're proud to offer the industry's most advanced e-scooter that comes equipped with features such as autonomous emergency braking, skid detection, an IP68-rated waterproof battery and millions of daily automatic fault scans.

Thank you for the past nine years of developing collaborative mobility solutions in San Francisco together, and for the opportunity to serve the city for years to come.



Bob Walsh

Sr. Manager, Government Partnerships

## **A. Device Standards and Safety Assurances**

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

Scoot One, Scoot Two and Scoot Three all have UL 2271 and 2272 battery certifications which can be found below.

## Scoot Two/Scoot Three Certs

# Confirmation Letter



**UL CUSTOMER** Fujian SCUD Power Technology Co Ltd  
No.135, Rujiang East Road, Mawei District  
Fuzhou, 350015 China

**UL CUSTOMER FILE #** MH61456

**CATEGORY** Batteries for Use in Light Electric Vehicles - Component | BBCA2

March 19, 2021

As of the above date, UL LLC confirms that Fujian SCUD Power Technology Co Ltd is the party associated with UL File # MH61456 that appears in the UL Product iQ platform. Public information contained in UL File # MH61456 can be viewed using the following link:

<https://iq.ulprospector.com/en/profile?e=10135>

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The manufacturer's products are not covered under UL's Surveillance Program unless they bear the authorized UL Mark. Therefore, only those products bearing the appropriate authorized UL Mark or UL Recognized Component Mark, the authorized company name, tradename, trademark and product designation shall be considered as being covered by UL's Listing, Classification, or Recognition Service.

If you have questions regarding this letter, please contact the UL Customer Experience Center at [cec@ul.com](mailto:cec@ul.com).

Sincerely,

Leadership & Governance Team  
UL Product iQ

UL LLC  
333 Pfingsten Road, Northbrook, IL 60062-2096 USA  
T: 847.272.8800 / F: 847.272.8129 / W: [UL.com](http://UL.com)

3/19/2021

BBCA2.MH61456 - Batteries for Use in Light Electric Vehicles - Component I UL Product iQ

UL Product iQ™



# BBCA2.MH61456 - Batteries for Use in Light Electric Vehicles - Component

## Batteries for Use in Light Electric Vehicles - Component

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

**FUJIAN SCUD POWER TECHNOLOGY CO LTD**

No.135, Rujiang East Road, Mawei District  
Fuzhou, Fujian 350015 CHINA

MH61456

Model	Chemistry	Voltage, V dc	Capacity, Ah/Wh	Ambient Use Temp Range, °C	Max Charging Rate		Max Discharging Rate Current, A
					Current, A	Voltage, V dc	
<b>Battery pack</b>							
RS2202	Lithium-ion	21.9	2.15/47	0 to 45 for charge, -20 to 60 for discharge	2	25.6	10
HT3625	Lithium-ion	36	2.5/90	0 to 45 for charge, -20 to 60 for discharge	2.2	42.2	15
HT3644	Lithium-ion	36.5	4.3/157	0 to 45 for charge, -20 to 60 for discharge	2.2	42.2	15
RZ2425	Lithium-ion	25.2	2.5/63	0 to 45 for charge, -20 to 45 for discharge	1.0	29.4	10
RC2425	Lithium-ion	25.2	2.5/63	0 to 45 for charge, -20 to 45 for discharge	1.0	29.4	10

3/19/2021

## BBCA2.MH61456 - Batteries for Use in Light Electric Vehicles - Component I UL Product iQ

RZ3632	Lithium-ion	37	3.2/118.4	0 to 45 for charge, -20 to 60 for discharge	2.0	42.5	7
RZ3612	Lithium-ion	36	12/432	0 to 40 for charge, -20 to 55 for discharge	2.0	42	20
RZ1020	Lithium-ion	10.95	2.1	0 to 45 for charging; -20 to 45 for discharging	1	12.6	10
RZ2202	Lithium-ion	21.6	2.15Ah/46.44Wh	0 to 37 for charging; -20 to 47 for discharging	1.0	25.2	5.0
RZ2229	Lithium-ion	21.6	2.75Ah/59.4Wh	0 to 37 for charging; -20 to 45 for discharging	1.0	25.2	8.0
RZ3607	Lithium-ion	36	6.9Ah/248.4Wh	0 to 40 for charging; -20 to 55 for discharging	3.0	42	16
RZ1021	Lithium-ion	10.8	2.15Ah/23.22Wh	0 to 45 for charge, -20 to 55 for discharge	2.0	12.6	10
DKN3712*	Lithium-ion	37	12.8/473.6	0 to 45 for charge, -20 to 50 for discharge	2.0	42.0	15
DKN3620*	Lithium-ion	36	21/756	0 to 45 for charge, -20 to 50 for discharge	4.0	42.0	30
JUMP Pack	Lithium-ion	36	13/468	0 to 45 for charge, -20 to 50 for discharge	3.9	41.8	13
LF3614	Lithium-ion	36.35	12.88Ah/468.188Wh	5 to 40 for charge, -15 to 55 for discharge	5.0	42.0	30A (Less than 10 min), 10A (for continuous)

<https://iq.ulprospector.com/en/profile?e=10135>

2/3




3/19/2021

BBCA2.MH61456 - Batteries for Use in Light Electric Vehicles - Component I UL Product iQ

LF3614-2	Lithium-ion	36	12.88Ah/463.68Wh	5 to 40 for charge, -15 to 55 for discharge	5.0	42.0	30A (Less than 10 min), 10A (for continuous)
GL5038	Lithium-ion	50.4	39Ah	0 to 45 for charge, -20 to 60 for discharge	33A(10 to 45) 11.8A(0 to 10)	58.8	3A (Signal connector), 45A (Main connector)
KSR3678*	Lithium-ion	36	7.8Ah	0 to 40 for charge, -20 to 50 for discharge	2.5	42	15
GM5038*	Lithium-ion	50.4	42Ah	0 to 45 for charge, -20 to 55 for discharge	33A(10 to 45) 8.2A(0 to 10)	58.8	5A (Signal connector), 45A (Main connector)

\*-Critical safety control of the BMS has been evaluated according to UL 991.

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

Last Updated on 2021-01-20

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# Confirmation Letter



**UL CUSTOMER** Fujian SCUD Power Technology Co Ltd  
No.135, Rujiang East Road, Mawei District  
Fuzhou, 350015 China

**UL CUSTOMER FILE #** MH61456

**CATEGORY** Batteries for Use in Light Electric Vehicles - Component | BBCA2

March 19, 2021

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If you have questions regarding this letter, please contact the UL Customer Experience Center at [cec@ul.com](mailto:cec@ul.com).

Sincerely,

Leadership & Governance Team  
UL Product iQ

UL LLC  
333 Pfingsten Road, Northbrook, IL 60062-2096 USA  
T: 847.272.8800 / F: 847.272.8129 / W: [UL.com](http://UL.com)

3/19/2021

FKIS.E511115 - Electrical Systems for Personal E-Mobility Devices | UL Product iQ

UL Product iQ™



# FKIS.E511115 - Electrical Systems for Personal E-Mobility Devices

## Electrical Systems for Personal E-Mobility Devices

[See General Information for Electrical Systems for Personal E-Mobility Devices](#)

**BIRD RIDES, INC.**

E511115

406 BROADWAY #369  
SANTA MONICA, CA 90401 USA

Electrical system for Personal E-Mobility Devices

Model No.	Ratings				System Charger Unit	
	Voltage, V dc	Battery Capacity, Ah	Load Weight Limit, lbs	Max Speed, mph	Manufacturer	Model No.
BIRD 2, VA00001	37	12.8	250	18	SHENZHEN AMC TECHNOLOGY CO., LTD (QQGQ, E502321)	LICH-420170A1
BIRD 2.1, VA00003, VA00010, VA00004	36	21.0	250	15 (24km/h)	SHENZHEN AMC TECHNOLOGY CO., LTD (QQGQ, E502321)	LICH-420170A1 LI-1204200300A655NA-R5
VA00005, VA00019	36	21.0	250	15 (24km/h)	SHENZHEN AMC TECHNOLOGY CO., LTD (QQGQ, E502321)	LICH-420170A1 LI-1204200300A655NA-R5

Last Updated on 2020-10-27

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**Scout One Certs**

3/17/2021

BBCA2.MH63344 - Batteries for Use in Light Electric Vehicles - Component I UL Product iQ

**UL Product iQ™**



# BBCA2.MH63344 - Batteries for Use in Light Electric Vehicles - Component

## Batteries for Use in Light Electric Vehicles - Component


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

**RADIO FLYER CHINA LIMITED**

MH63344

WEST 602, BLOCK 427, BAGUA 4TH ROAD, BAGUA INDUSTRIAL PARK, FUTIAN DISTRICT  
SHENZHEN, GUANGDONG 518000 CHINA

Model#	Chemistry	Voltage, V dc	Capacity, Ah	Ambient Use Temp Range, °C	Max		
					Charging Rate Current, A	Discharging Rate Voltage, V dc Current, A	
<b>Battery pack</b>							
HY-RDF-S1004UM-MH1	Lithium-ion	37	12.8 A, 473.6 Wh	0 to 45 for charging; -10 to 60 for discharging	4.0	42.75	15

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

Last Updated on 2019-11-05

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# Confirmation Letter



**UL CUSTOMER** Radio Flyer China Limited  
West 602, Block 427, Bagua 4th Road, Bagua Industrial park, Futian District  
Shenzhen, 518000 China

**UL CUSTOMER FILE #** MH63344

**CATEGORY** Batteries for Use in Light Electric Vehicles - Component | BBCA2

March 17, 2021

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Sincerely,

Leadership & Governance Team  
UL Product iQ

UL LLC  
333 Pfingsten Road, Northbrook, IL 60062-2096 USA  
T: 847.272.8800 / F: 847.272.8129 / W: [UL.com](http://UL.com)

# Confirmation Letter



**UL CUSTOMER** Radio Flyer Inc.  
6515 W Grand Ave  
Chicago, IL 60707-3436 United States

**UL CUSTOMER FILE #** E507911

**CATEGORY** Electrical Systems for Personal E-Mobility Devices | FKIS

March 17, 2021

As of the above date, UL LLC confirms that Radio Flyer Inc. is the party associated with UL File # E507911 that appears in the UL Product iQ platform. Public information contained in UL File # E507911 can be viewed using the following link:

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Sincerely,

Leadership & Governance Team  
UL Product iQ

UL LLC  
333 Pfingsten Road, Northbrook, IL 60062-2096 USA  
T: 847.272.8800 / F: 847.272.8129 / W: [UL.com](http://UL.com)

3/17/2021

FKIS.E507911 - Electrical Systems for Personal E-Mobility Devices | UL Product iQ

UL Product iQ™



# FKIS.E507911 - Electrical Systems for Personal E-Mobility Devices

## Electrical Systems for Personal E-Mobility Devices

[See General Information for Electrical Systems for Personal E-Mobility Devices](#)

**RADIO FLYER INC.**

E507911

6515 W GRAND AVE  
CHICAGO, IL 60707-3436 USA

**ELECTRICAL SYSTEMS FOR PERSONAL E-MOBILITY DEVICES**

Model No.	Ratings				System Charger Unit	
	Voltage, V dc	Battery Capacity, Ah	Load Weight Limit, kg	Max Speed, mph	Manufacturer	Model No.
590	37	12.8	100	18	CHINGMI(BEIJING) TECHNOLOGY CO LTD (E482773, QQQQ2)	HT-A09-71W
591W 591B, 591P	37	12.8	100	18	MODIARY CO LTD(E340833, EPBU)	BC23810020

Trademark and/or Tradename: 

Last Updated on 2019-09-18

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**2) Test results from a qualified independent lab demonstrating that each model scooter (including any adaptive model(s) to be included in fleet at service launch) put into service meets or exceeds California Vehicle Code § 21223 requirements. These include the following:**

Please see below for test results from a qualified independent lab demonstrating Scoot One, Scoot Two and Scoot Three meets and/or exceeds California Vehicle Code § 21223 requirements, including but not limited to:

California Vehicle Code § 21223 Requirements	Scoot One (Adaptive)	Scoot Two	Scoot Three
a) Brake that will enable the operator to make a braked wheel skid on dry, level, and clean pavement.	Complies	Complies	Complies
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.	Complies	Complies	Complies
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.	Complies	Complies	Complies
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.	Complies	Complies	Complies





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

## SAFETY AND COMPLIANCE TESTING FOR BIRD RIDES, INC.

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

Prepared For:

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



**Issue Date: 14 January 2020**

**Final Report: 1073.04163.002**

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

Contract File No.: 1073.04163.002  
T:\ACT Testing\ Bird – 1073.04163  
Control Document Rev. 24 June 2019

Technician: Michael Ay



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**CONCLUSION**

<b>1073.04163.002 – Bird, SCOOT E-Scooter (Silver/Black)</b>		
<b>Purpose of Test -</b> Each test performed is intended to check compliance with the following:	<b>Result</b>	<b>Comment</b>
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.: 1073.04163.002  
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Technician: Michael Ay



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**SAMPLE IDENTIFICATION**

<b>Brand:</b>	Brid	<b>Job No.:</b>	1073.04163
<b>Model:</b>	SCOOT	<b>Sample ID:</b>	1073.04163.002
<b>Manufacturer:</b>	Brid	<b>Type:</b>	E-Scooter
<b>Model No.:</b>	Not Specified	<b>Material:</b>	Not Specified
<b>Stock No.:</b>	Not Specified	<b>Size:</b>	Not Specified
<b>UPC:</b>	Not Specified	<b>Color(s):</b>	Silver/Black
<b>Serial No.:</b>	1HDKD	<b>Weight (kg):</b>	23
<b>Serial No.:</b>	1D41911010846	<b>Country of Origin:</b>	USA



Contract File No.: 1073.04163.002  
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 Control Document Rev. 24 June 2019

Technician: Michael Ay



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### DATE AND PLACE OF TEST

Sample(s) received on : 10 January 2020  
Testing was initiated on : 11 January 2020  
Testing was completed on : 11 January 2020  
Testing was performed at : ACT Lab LLC  
Long Beach, CA

### TEST METHODS

Method for each test conducted is as follows:

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

### TEST RESULTS

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



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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**



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## SAFETY AND COMPLIANCE TESTING FOR BIRD RIDES, INC.

<b>Tested Sample(s)</b>	: E-Scooter
<b>Brand</b>	: Bird
<b>Model</b>	: Bird One with Seat Attachment
<b>Color</b>	: Black/Orange
<b>Size</b>	: Not Specified
<b>Stock / Model Number</b>	: 590
<b>Country of Origin</b>	: USA
<b>Age Grading</b>	: Not Specified
<b>Children's Product</b>	: No

Prepared For:

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



**Issue Date: 25 March 2021**

**Final Report: 1073.07001.001\_R1**

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

Contract File No.: 1073.07001.001  
T:\ACT Testing\ Bird – 1073.07001  
Control Document Rev. 24 June 2019

Technician: Jonathan Drake



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**CONCLUSION**

<b>1073.07001.001 – Bird, E-Scooter (Black/Orange)</b>		
<b>Purpose of Test -</b> Each test performed is intended to check compliance with the following:	<b>Result</b>	<b>Comment</b>
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	
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.: 1073.07001.001  
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**SAMPLE IDENTIFICATION**

<b>Brand:</b>	Bird	<b>Job No.:</b>	1073.07001
<b>Model:</b>	Bird One with Seat Attachment	<b>Sample ID:</b>	1073.07001.001
<b>Manufacturer:</b>	Bird	<b>Type:</b>	E-Scooter
<b>Model No.:</b>	590	<b>Material:</b>	Not Specified
<b>Stock No.:</b>	Not Specified	<b>Size:</b>	Not Specified
<b>UPC:</b>	Not Specified	<b>Color(s):</b>	Black/Orange
<b>Serial No.:</b>	Not Specified	<b>Weight (kg):</b>	Not Specified
<b>Serial No.:</b>	Not Specified	<b>Country of Origin:</b>	USA

Contract File No.: 1073.07001.001  
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**DATE AND PLACE OF TEST**

Sample(s) received on : 23 March 2021  
Testing was initiated on : 23 March 2021  
Testing was completed on : 24 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 21235 (a)
- 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**

<p><b>C:</b> Compliant; Product meets specified standard  <b>NC:</b> Non-Compliant; Product does not meet specified standard  <b>NA:</b> Not Applicable to this design  <b>NR:</b> Not Requested by the Applicant  <b>NP:</b> Not Present</p>	<p><b>ND:</b> None Detected  <b>IC:</b> Inconclusive  <b>NT:</b> Not Tested  <b>FTR:</b> Further Testing Recommended  <b>PPM:</b> Parts Per Million  <b>*</b>: See Comments</p>
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**CVC 21235 Motorized Scooters**

CVC 21235 (a)			
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	

**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:		
(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	

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**END OF REPORT**

Contract File No.: 1073.07001.001  
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## SAFETY AND COMPLIANCE TESTING FOR BIRD RIDES, INC.

<b>Tested Sample(s)</b>	: E-Scooter
<b>Brand</b>	: Bird
<b>Model</b>	: Bird Three
<b>Color</b>	: Grey/Black
<b>Size</b>	: Not Specified
<b>Stock / Model Number</b>	: VA00005
<b>Country of Origin</b>	: USA
<b>Age Grading</b>	: Not Specified
<b>Children's Product</b>	: No

Prepared For:

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



**Issue Date: 25 March 2021**

**Final Report: 1073.07026.001\_R1**

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Contract File No.: 1073.07026.001  
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**CONCLUSION**

1073.07026.001 – Bird, E-Scooter (Grey/Black)		
Purpose of Test - Each test performed is intended to check compliance with the following:	Result	Comment
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	
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.: 1073.07026.001  
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**SAMPLE IDENTIFICATION**

<b>Brand:</b>	Bird	<b>Job No.:</b>	1073.07026
<b>Model:</b>	Bird Three	<b>Sample ID:</b>	1073.07026.001
<b>Manufacturer:</b>	Bird	<b>Type:</b>	E-Scooter
<b>Model No.:</b>	VA00005	<b>Material:</b>	Not Specified
<b>Stock No.:</b>	Not Specified	<b>Size:</b>	Not Specified
<b>UPC:</b>	Not Specified	<b>Color(s):</b>	Grey/Black
<b>Serial No.:</b>	Not Specified	<b>Weight (kg):</b>	Not Specified
<b>Serial No.:</b>	Not Specified	<b>Country of Origin:</b>	USA

Contract File No.: 1073.07026.001  
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**3) Our Ability:** Scoot has the demonstrated ability and will continue to limit the speeds of all the scooters in the SFMTA Scooter Share program using our on-vehicle speed governor and geo-limiting technology to implement reduced-speed zones with geographic specificity. An example of this can be found in Bernal Heights Park in South San Francisco and at Pier 39, where all scooters come to a complete stop when entering the park and pier. Using on-vehicle speed governors and our advanced Vehicle Location System (VLS), Scoot supports a range of speed limits (both temporary and permanent) in different areas of the city and on specific streets, from 1 mph to 15 mph, while also safely and responsibly alerting riders to changes in their experience. More specifically, with this technology, Scoot can and will limit scooter speed based on location or geographic zone in the city, such as slow zones in school districts and extreme topography such as Potrero or Nob Hill. Scoot's parent company, Bird, was the first operator to work with cities to use speed limitation technology to efficiently and safely implement reduced-speed zones with geographic specificity. Scoot has successfully regulated our San Francisco fleet for more than three years at 15 mph with only one instance of an irregularity, which was reported to SFMTA and resolved in less than 24 hours. **How It Works:** To deliver sophisticated geo-limiting speeds, we use proprietary VLS technology which combines data signals from eight sources, including on-vehicle microchip sensors and the rider's phone, to enhance scooter location accuracy beyond what GPS alone achieves. We also upload service area maps directly onto our scooters' embedded computer, enabling them to process their exact location and enforce geofences, including reduced-speed zones, within a second. When a rider approaches a reduced-speed zone, we alert them via an in-app notification as well as audible and visual alerts on the scooter that the vehicle will safely slow. The vehicle is reduced to a speed of 8 mph until the rider leaves the area and resumes their ride at a normal speed. Based on our three years of experience working with cities to establish reduced-speed zones, we recommend a minimum speed of 4 mph. Our analysis shows that at 4 mph, riders may slowly and safely exit the zone to continue their ride. Speeds slower than 4 mph often result in riders believing the vehicle is broken and abandoning it, while faster speeds can be unsafe and counterproductive in the slow zone. Our redundant approach improves upon systems that rely solely on the Cloud or GPS to enforce geofences. These first-gen systems lose valuable seconds as the vehicle must communicate with the Cloud to determine geofence permissions, resulting in response lag of up to 30 seconds. This means a scooter traveling at 15 mph has traveled the length of nearly two football fields before it responds. By processing geofencing in near real time, Scoot's system significantly increases both rider and pedestrian safety. In other words, VLS significantly reduces these issues while decreasing complaints, providing a more seamless rider experience, and more certainty for SFMTA as well as pedestrians. **Beginner Mode:** According to an Austin Public Health study published in 2019, 33% of scooter injuries are sustained by first-time riders, a greater proportion than the share of trips taken by those riders. This data informed Scoot's Beginner Mode, which helps riders build skills gradually. This feature allows us to slow acceleration and enforce reduced speed limits for new riders. To enable, riders simply tap a clearly marked button in the app or visit Settings > Ride Mode. **4) Scoot is obsessed with safety,** and this obsession underpins everything we do including how we design and engineer our vehicles, how we operate, how we monitor, maintain, service and repair our fleet, as well as how we address any safety issues that are discovered. We ensure Scoot's devices are safe for operation and will be the best maintained in San Francisco. **Safest Devices:** The Scoot One (seated), Scoot Two and Scoot Three were designed by our parent company, Bird, the inventor of shared scooters, and one of only three operators to engineer scooters in-house for wide-shared use. Bird's philosophy and approach to designing and engineering its vehicles is to take the best safety features and technologies seen in automobiles and aircrafts today and recreate them for a smaller form factor—shared scooters. This is a drastically different approach taken by other operators which "bolt" on items to vehicles that were originally designed as toys or recreational vehicles. Examples born from Bird's philosophy include onboard diagnostics, automatic skid detection, dynamic stability control and automatic redundant braking. Scoot's world-class engineering team ensures devices are safe for operation due to a number of critical factors including but not limited to: 500+ years of combined experience from the automotive, aerospace and safety industries; leadership, development, contributions and implementation of global safety standards including the International Electrotechnical Commission (Technical Delegate U.S.), Society of Automotive Engineers (Secretary and Technical Contributor), and ASTM International (Task Group Chair); and an unmatched unique 300-step Design Validation Process (DVP) that simulates real-world accident and damage scenarios to test the devices' structural integrity

beyond any industry standard. The process was inspired by and is reflective of similar DVPs seen in the automotive industry. With the culmination of nearly 100 million rides, cutting-edge engineering, **redundant structural testing, and rigorous road tests**, Scoot's latest devices are built to exceed the top safety standards including, but not limited to: 1) Only using ISO 9001:2015 certified suppliers; 2) The German eKFV standard; 3) An IP68-rated waterproof battery; and 4) UL 2271 and 2272 certifications (A.1, page 3). The industry's most **robust mandatory maintenance** schedule ensures devices are safe for operation throughout their lifetime. Our teams conduct daily in-field inspections to assess devices for wear and tear and stress-based damage, in addition to more in-depth, twice-weekly inspections at our local service center and satellite locations. See G, page 48 for more information on our in-depth maintenance plan; continuing education; and data-driven learnings and advancements. Through our parent company, Bird, we have collected billions of operational data points from nearly 100 million rides in hundreds of cities around the world, and this data informs all aspects of our operations and device development. For example, Scoot worked with SFMTA to develop and deploy the first integrated locking systems for scooters, which is particularly suitable for San Francisco's narrow, often uneven and steep streets and sidewalks. **Safety Discovery (Specific Device):** Scoot identifies safety and maintenance issues through several channels, including on-scooter alerts from the devices' continuous self-reporting damage sensors, daily in-field and twice-weekly service location inspections, and community reports. When an issue is identified, our system automatically and remotely locks the device, removes it from the in-app map, and flags it for further inspection and/or retrieval by our local, in-house team. On average, the time from first notification to retrieval is under 1.25 hours. Basic maintenance, including part tightening and brake adjustment, is conducted in the field by mechanics. Devices requiring more advanced repairs (e.g., routine brake replacement) are transported to local service centers for further attention. We maintain a record of all maintenance activities including, but not limited to, device identification number and maintenance performed. **Safety Discovery (Fleet-Wide Issue):** Scoot and our parent company, Bird, are the only major scooter operators never to be subject to an equipment recall, hack or other systemic safety incident. However, in the event a fleet-wide safety issue is discovered, we will immediately notify the City, send communications to riders, and take all steps to ensure the safety of our riders and the wider community. This includes immediately suspending use of our device until a full investigation by our engineering team has taken place and the issue is resolved. To provide full transparency, Scoot will provide regular daily updates throughout the process to the City, in addition to a detailed report on our findings independently verified by a third-party firm within two days of resolving the problem. **5)** We commit to encouraging users to wear a helmet while riding via education programs; access to shared helmets on the devices; free personal-use helmets; and technology that offers an incentive for helmet compliance. **Education:** During rider onboarding and in the "How to Ride" section of the app, we explain the importance of helmet use and provide instructions on how to request a free personal helmet through our app or website. Our parent company, Bird, has designed an on-scooter helmet attachment, featuring an integrated Bluetooth locking system, and has successfully rolled it out in Tel Aviv. We will bring helmet lock-to tech to San Francisco, making the city one of the first in the U.S. to pilot the technology. Riders using the provided helmet unlock it via the Scoot app and must reattach it at the end of their ride. Local teams will sanitize helmets daily using Solimo 91% Isopropyl Alcohol, a CDC-approved disinfectant. **Community Engagement:** We further encourage helmet use via social media, device hang tags, PSAs and COVID-19 appropriate in-person demonstrations. To support equitable access, our team also distributes free helmets at community outreach events, merchants and neighborhood meetings. To date, we have provided over 1,250 helmets at local engagement events such as Sunday Streets, BayviewLIVE, Scoot Connect events, Bayview Bistro, USF and CCSF. Our team also delivers free helmets in conjunction with city bike shops, including Blazing Saddles in Fisherman's Wharf. These free helmet locations will be highlighted in our in-app map, along with the address and operating hours. We also offer an industry-first **Helmet Selfie feature**. At the end of each trip, after the end-of-ride parking compliance photo, we invite riders to take a selfie while wearing their helmets to receive ride credit. To make this feature as successful as possible, we will test incentive amounts (\$0.25, \$0.50, etc.) to see if there is a certain threshold at which riders are more likely to take a helmet selfie. These insights will be shared with all operators so everyone can benefit. We also encourage riders to share their selfie via social media to promote broader adoption and use of helmets.

## **B. Sample Scooters**

**1) One sample of each scooter model to be used under this program, including any Adaptive Scooters to be included in the fleet at service launch, for inspection by the SFMTA to verify scooters adhere to the device specifications outlined in this application. (Note: any time a new scooter version is introduced into the fleet, this requirement will need to be met, including any Complementary Adaptive Scooter Plan models.) The samples shall be delivered on Thursday, April 1st. The SFMTA will contact applicants to assign a 30-minute time slot for delivery and to provide further delivery information per the instructions in the Submission Instructions section. Any additional hardware needed to unlock/test the scooters (e.g., phone with functioning app) should also be provided, along with a hard copy of written instructions on how to operate the app. The SFMTA will return samples to the applicant following inspection. Applicants should expect scooters to be returned within approximately 2 months; SFMTA staff will contact each applicant to schedule a time to collect the scooters. Sample scooters must comply with all device requirements in Appendix A.**

Scout will deliver one sample of each scooter model to be used under this program, including our Adaptive Scooters to be included in the fleet at service launch, on Thursday, April 1 at 11:30 a.m., for inspection by the SFMTA to verify our scooters adhere to the device specifications outlined in this application. Scout emailed and received confirmation by SFMTA via [scootershare@sfmta.com](mailto:scootershare@sfmta.com).



**C. Pricing Structure 1)** Everyone should have access to safe, sustainable, affordable transportation. We offer a minimum 50% discount off rental fees or unlimited trips under 30 minutes and cash payment options. The need is great. More than 32% of San Francisco households do not own a car, and around 5% of households in San Francisco, Oakland and Hayward are unbanked<sup>1</sup>. We will continue to promote awareness and access to our low-income plan, which we have offered for the last two years. **Scoot Community Plan (Low-Income Plan):** Offered to individuals with an income at or below 200% of the federal poverty guidelines as required in the terms and conditions. Scoot also provides the following eligible riders access: veterans, seniors, frontline workers (incl. delivery drivers, grocery clerks and waiters), firefighters and law enforcement, disaster service workers, teachers, students with Pell Grants, and employees of pre-approved community-based organizations and nonprofits serving the underserved and at-risk, including Positive Resource Center, The Arc San Francisco, and Young Community Developers. The plan waives any applicable scooter deposit and offers a 50% discount off the unlock fee and 82% off our per minute fee (discounted pricing is \$0.50 to unlock, \$0.07 per minute). To enroll, riders must email proof of eligibility, along with their name and phone number, to [access@scoot.co](mailto:access@scoot.co). Recognizing the challenges in providing proof of income, Scoot will accept CalFresh, PG&E Care and Muni Lifeline proxies for eligibility. Approval takes one business day. Over the past year, Scoot has enrolled just under 1,200 residents in our low-income plan, almost double what is required. Since 2019, there have been 12,778 Community Plan rides. Scoot provides cash payment options in addition to our credit/debit card options, and we are fully integrated with Apple Pay and Google Pay. Our electronic payment system is compliant with the Payment Card Industry Data Security Standards (PCI DSS). Each transaction includes the scooter ID number corresponding with the make and model of the scooter registered with the SFMTA. **Cash for Scoot Credits:** Our cash payment option is available at 81 retail locations in San Francisco, incl. Walgreens, Speedway, 7-Eleven and CVS. To use: 1) Riders find a participating retailer via the Scoot app or [website](#); 2) At the store, riders open the “Payment” tab in the Scoot app to access their barcode; 3) Cashier scans the barcode, takes payment, and adds it to the rider’s account; 4) Rider balance is updated immediately and ready to use. **PayPal Cash Integration:** PayPal enables users to load cash onto their account at select retailers. Riders can then set PayPal as their preferred payment option for Scoot by linking it to their account and selecting “PayPal” from the app’s “Payments” menu. **Prepaid Debit Cards:** Riders can use (cash) prepaid American Express, Mastercard or Visa debit cards as a payment option via Scoot’s text-to-unlock service. **2) Healthcare Workers Program:** During COVID-19, we are providing free rides to healthcare workers and first responders. Eligible riders receive two free 30-minute rides per day and can sign up by emailing a copy of their medical ID card to [together@scoot.co](mailto:together@scoot.co). **Special-Fare Programs:** Scoot regularly offers special-fare programs. In November 2020, we partnered with NABSA to provide free rides to San Francisco voters. We now offer two free rides to any city vaccination site, and free rides for teachers and school staff for the month of April as they return to classrooms. **3)** We refined our engagement over the last nine years while serving communities across San Francisco. Under the new permit, we commit to enrolling one low-income plan member for every scooter. Scoot is committed to ensuring at least 1% of rides are from riders on a low-income plan and will strive to achieve a goal of 5%. **Email & In-App:** We use monthly emails, in-app messaging (at sign-up and monthly) and regular push notifications to promote Scoot Community pricing, reaching 150,000+ riders to date. **Online & Social Media:** Plan information is always available on [Scoot.co](http://Scoot.co) and is regularly promoted via our social media. We work with local organizations such as SPARK\*, SFSU, Go Green, and Urban Ed to highlight Scoot Community Plan online. For example, SF Unified School District recently shared enrollment details for teachers on their social media. **Awareness Campaigns:** Leveraging our parent company’s experience working with transit agencies like CTA (Chicago) and TriMet (Portland), Scoot will create billboards highlighting Scoot Community Plan in San Francisco specifically in the SoMa, Mission, Western Addition, SE and SW neighborhoods. **Community Partnerships:** We will continue to partner with community-based organizations including Success Centers, Young Community Developers, Renaissance Entrepreneurship Center, United Playaz, Positive Resource Center, The Arc San Francisco, Transit Justice Coalition to conduct safety demos and sign riders up for the low-income plan. **Pop-Up Events:** In accordance with COVID-19 regulations, Scoot will continue to host and attend local events to raise awareness of our resources. Events and organizations we have and will continue to partner with include: Bike to Wherever Day, Chinatown Community Center, BayviewLIVE, San Francisco Bike Coalition, Hope SF, SF Hep B Free, Bayview Merchants, City College of San Francisco, and Castro Merchants. During the pandemic, we continued to promote our low-income plan by participating in Supervisorial Zoom Town Hall meetings, Merchant Association meetings and Community Benefit

<sup>1</sup> [https://economicinclusion.gov/surveys/place-data.html?where=San\\_Francisco\\_Oakland\\_Fremont\\_CA](https://economicinclusion.gov/surveys/place-data.html?where=San_Francisco_Oakland_Fremont_CA)

District events. We've also promoted our plan at 30+ live pop-up training events throughout the city and will partner with BMAGIC, Calle 24 and others in the future. **Flyers:** Scoot distributes hundreds of multilingual flyers promoting our discount program at events such as Sunday Streets or Haight Street Fair; libraries including the Main and Sunset Branch; community centers such as Bayanihan Center or Ella Hill Hutch Community Center; and businesses such as La Laguna Taqueria, Radio Africa Kitchen and Bayview Bistro. Each scooter will have a hang tag providing information on accessing our low-income plan. **Multilingual Marketing & Promotion:** We translate our materials into all of San Francisco's languages, incl. Spanish, Chinese and Tagalog. Our team distributes this information to organizations such as Mission Neighborhood Centers, Chinatown Community Development Center and the Bayanihan Community Center. We will promote and advertise the plan in diverse media such as Sing Tao Daily, World Journal, Bay Area Reporter, Sunset Beacon and the Ingleside Light. **4)** Scoot will continue to offer services for \$1 to unlock, plus a standard per minute fee of \$0.39. All pricing is clearly communicated via the app prior ride start, or via SMS for riders using text-to-ride. Scoot will update the SFMTA, by email, any time there is a change to our pricing. We also currently offer several membership plans, including: **Ride Passes:** Daily: \$19.99 for unlimited rides; Weekly: \$1.99 for free unlocks; Monthly: \$4.99 for free unlocks. We will offer other options, such as an hourly or annual ride pass, upon request. **Frequent Flyer Program:** Riders accumulate rewards after five rides per month. The program is free to enroll, and members enjoy free reservations (held for up to 30 minutes) and a 20% discount on all rides. **Business Credit Program:** We enable local businesses and universities to purchase discounted coupons for employees and students, customizable to meet company preferences (e.g., weekday rides only). We offer bonus credits to each employee for any month in which they redeem 75%+ of their credits. We continue to promote the program to the San Francisco Chamber of Commerce, San Francisco Unified School District, SFSU, UCSF, USF and CCSF. At a minimum, Scoot will provide \$200 per vehicle per year in discounts to riders in San Francisco, a value of \$500,000 annually, with a goal of \$1 million in annual discounts. **5) Text to Ride:** Riders provide contact details (device number that is able to send and receive SMS) to [access@scoot.co](mailto:access@scoot.co). Within one business day, they will receive an SMS confirming approval. Riders set up payment information via an automated, phone-based, PCI-compliant bot using the "pay" command and a credit, debit or prepaid card; riders can also utilize the Scoot for Cash (C.1, page 31). **Locate Scooter:** Riders either spot a scooter on the street, or call/text our Customer Service team (1-866-205-2442) or email us ([hello@scoot.co](mailto:hello@scoot.co)) for assistance locating a device. **Text to Begin:** Riders must first locate the Scoot ID in between the vehicle's handlebars. They then text the ID and the word "unlock" to the phone number they received during the sign-up process which will unlock the vehicle. **Text to End:** Riders text the word "lock" to the same number, signaling the scooter to lock and end the ride. Riders receive an SMS message with the trip cost. Riders without a smartphone can access instructions through [www.scoot.co](http://www.scoot.co). **6)** Our Community Rebalancing feature offers ride credits (From \$1 to \$5) for actions such as addressing vehicle overconcentration. We highlight eligible devices in the in-app map using the "\$" symbol. If, after 10 minutes, a rider has not claimed the incentive, we dispatch the nearest Scoot member to address the device. In San Francisco, we also implemented a Parking Incentive program, offering discounts for trips ending at bike racks near designated transit hubs. The locations eligible for discounts include Ferry Building, Market/10th Street, and Market/2nd Street. Riders parking at these locations receive a \$0.25 off their ride. Since launching in 2019, 1,000+ riders earned these ride discounts. Usage peaked immediately prior to a shelter in place lockdown when our most popular scooter parking locations were distributing hundreds of incentives per month. We recently added 23 additional incentivized parking "hubs" to expand the scope ( D.5, page 37). Our goal is to increase feature utilization by 100% by the end of the year and to add 20 new incentivized locations each quarter of 2021. Locations will be selected in coordination with SFMTA, and based on analysis of which blocks are prone to overconcentration. We will utilize incentivized parking during events such as Bay to Breakers to avoid overconcentration. **7) Billing** Scoot has never, nor will we ever, bill riders for lost or stolen scooters. To help increase mode shift and to ensure riders are not deterred from our service, there are very few, if any, instances where we would penalize a rider for a lost or stolen vehicle. When vehicles go missing, we are able to track them down by activating sophisticated embedded radar tracking devices. If we suspect broader foul play or organized theft occurrences, we partner closely with local law enforcement to conduct an investigation. To prevent theft in San Francisco, we met with the SFPD Capt. Gaetano Caltagirone, Mission Station to discuss ways officers can identify stolen vehicles and during a safety community workshop with SFPD Capt. Daniel Perea (2019). **Customer Service:** The app encourages riders to contact Scoot if suspected device loss or theft occurs, and to file a police report within 24hrs. Riders can report via phone or through our customer service channels (F.10, page 45).

## D. Operations Plan

1) To ensure consistent, reliable and equitable access, Scoot commits to operating 24 hours a day, 365 days a year.

2) **Adaptive Scooter Device Type:** Scoot One, piloted in San Francisco and reflective of feedback from the community, is a seated scooter with a convenient, inclusive step-through design. The device features an extended wheelbase, advanced steering geometry and large, semi-pneumatic, puncture-resistant tires designed to withstand the diverse terrain of city streets and bike lanes and to enhance vehicle stability and comfort for riders. The seated Scoot One sets the standard for safety. It features autonomous fault and damage detection, tip detection, high-visibility lighting and reflector systems, enterprise-level anti-theft encryption software, and offers superior resistance against rain, dust and poor weather conditions. Its durable aluminum chassis withstands the demands of shared use and comes equipped with a cargo-carrying basket to support essential medical equipment like portable oxygen tanks. See M.1, page 102 for images. **Percentage of Fleet Commitment:** Adaptive vehicles currently make up approximately 2.5% of our San Francisco fleet. We commit to increasing this to 5% on Day 1 of the new program. With SFMTA's approval, we also commit to increasing the percentage if daily use averages three or more rides per device. Scoot is currently, to our knowledge, the only operator in the world with deployed adaptive scooters available via a mobile application, and we are committed to expanding our adaptive fleet in our hometown, San Francisco.

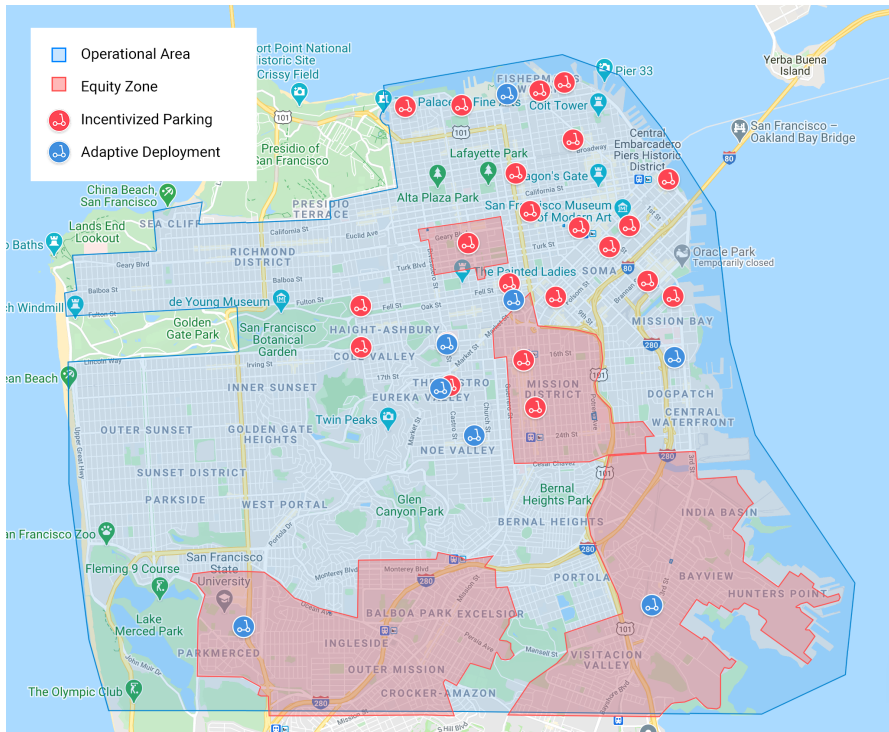
**Device Development:** Our parent company, Bird, developed Scoot's adaptive device based on its second-generation scooter, Bird One, an honoree in the Vehicle Intelligence & Transportation category at the 2020 CES Innovation Awards (see Appendix A, page 123). Bird's in-house engineering team consulted with numerous disability organizations such as the Dr. George W. Davis Senior Center in San Francisco, We Keep You Rollin' and UCAN in Chicago, and the United Spinal Association and Disabled In Action in New York to gather feedback during its development and closed pilot program. The result was Scoot One, a purpose-built adaptive scooter featuring accessibility-friendly features. During development, Bird used state-of-the-art validation methodology to conduct rigorous stress and reliability tests on our vehicles. All such testing takes place under stringent scientific and safety standards to simulate real-world accident and damage scenarios. Engineers perform road load data acquisition (RLDA), consisting of three axis accelerometers and strain gauging to measure real world road load inputs and material stresses of real vehicles on varied surfaces from normal asphalt to our accelerated durability course which is a collection of worst case surfaces including cobble, cracked concrete, river rock, uneven brickwork, belgian block and potholes of mixed severity. This data is used for Computer Aided Engineering and Finite Element Analysis during the design process as well as the cornerstone of our road map for accelerated durability testing and life-cycle correlation. It is also the key to developing vibration profiles for internal testing standards that exceed regulatory profiles and ensure long life. Examples of testing protocols and details behind them include:

Testing Protocol	Details
<b>Extreme Vibration</b>	To ensure mechanical integrity and that all components can withstand thousands of miles of travel, devices are subjected to repeated impact loads and accelerations of up to 100 G's, close to 1000 m/s <sup>2</sup> , during vehicle tip-over testing.
<b>Accelerated Durability</b>	We use accelerated durability testing to forecast how long a component or assembly will continue to operate satisfactorily under conditions of intended use.
<b>Structural Strength</b>	This test ensures devices can withstand regular use as well as shared use.
<b>Weather &amp; Natural Elements</b>	To ensure safety, superior device performance and long-term durability, we accelerate natural weathering in an environmental chamber to conduct UV testing and corrosion testing on components and assemblies.
<b>Embedded Software Validation</b>	With fault insertion testing for every firmware release, this validation ensures potential issues are detected and resolved before any consumer launch—guaranteeing a safe and reliable service for our riders, ride after ride.

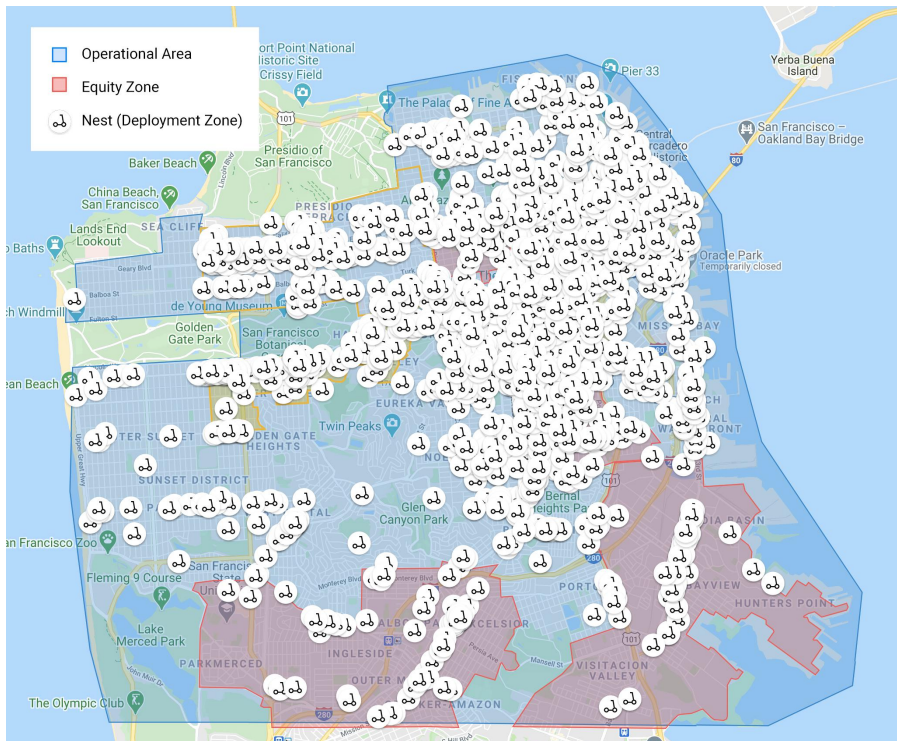
<b>Cyclic Loading</b>	This tests the scooter's ability to withstand 60,000 curb strike impacts.
<b>Tip-Over</b>	With forceful tip-overs, our engineers simulate possible handlebar damage/abuse.
<b>Extreme Temperature</b>	We conduct various tests to ensure our vehicles and batteries can survive in any city environment, from the desert sands of the Middle East to the cold of Siberia.
<b>Long-Term Performance</b>	This testing guarantees the drivetrain and brakes can perform their crucial functions after thousands of rides on hills as steep as 20% grade.
<b>Qualified Independent Lab</b>	We source additional testing by accredited independent labs to demonstrate each model meets or exceeds local vehicle code requirements.

**Incorporating Feedback from People with Disabilities:** Since launching our adaptive vehicle program in San Francisco in January 2020, regular engagement with advocates of people with disabilities has remained at the heart of the program. In addition to presenting our pilot to the SFMTA Multimodal Accessibility Advisory Committee in July 2020, Scoot and its parent company, Bird, have continued to collaborate with organizations like the Dr. George W. Davis Senior Center and individuals with disabilities through both community and one-on-one meetings to seek feedback on the pilot and device. This feedback helped us improve our service. Our first pilot, while successful in terms of utilization and use during the pandemic, limited adaptive scooter use to individuals interested in long-term rentals. Community feedback was clear—they wanted to access shared vehicles on the street and not be burdened with proving they were disabled. This prompted us to incorporate our adaptive devices into our app, significantly increasing awareness and accessibility. We were the first operator in the city to take this action. Adaptive Scoot vehicles are clearly marked with blue icons in the app, and the scooters feature distinguishable blue branding. In addition, in response to feedback, our engineers added a basket to enable riders to store personal belongings during their ride. As we scale this offer, we will continue to seek insight such as degree of access to vehicles, vehicle comfort, and/or other features and challenges from the disability community. We will work in partnership with larger policy and advocacy organizations such as Transform, SPUR and Metropolitan Transportation Commission to refine products and services to be inclusive of the needs of as many members of the community as possible. **3)** We charge and store scooters at our main service center and satellite service locations (addresses provided at G.1.a, page 47). Scoot also uses these locations when we are required to remove our fleet from the streets for emergency purposes, including in the event of high winds or inclement weather. **4)** Our methods for deploying and redistributing scooters rely on feedback from the community - gathered from years of operating in the city - and on extensive historical and real-time data. All of this fuels Scoot AI (D.5, page 36), our machine learning tool that informs where we place vehicles, and translates billions of data points into specific tasks for our teams to execute. For example, Scoot AI might direct the team to deploy six vehicles into nests near 16th St./Mission St. by 9AM because anticipated early morning demand will leave the area undersupplied. Or, it might direct the team to redistribute 15 specific vehicles out of the Downtown Core so as to remain in compliance with distribution guidelines and requirements. (To note: in January 2021, Scoot had challenges adhering to the Downtown Core cap. We corrected this with Scoot AI (D.5, Page 36), and by placing a permanent maximum deployment number on the area to prevent excess deployments while also allowing us to aggressively redistribute vehicles out of the Downtown Core when riders would take them into the area.) The in-field team divides the city by zone; team members deploy and redistribute vehicles based on the direction provided by Scoot AI and complete all of their tasks. The use of cargo bikes in these efforts helps us to move efficiently, avoiding traffic and limiting our VMT. Scoot AI allows our in-field teams to tailor redistribution and deployment strategies to each hour of the day and each block in the city. We are therefore able to immediately identify and respond to evolutions in ridership patterns. In addition to relying on data insights from Scoot AI, our local teams will also focus on distributing scooters near and next to transit lines and key transit stops, stations, and hubs to increase the likelihood of devices being used as a last-mile solution. We will also incorporate our adaptive fleet in our deployments and ensure equitable distribution of our Scoot Ones by identifying locations in the city that could benefit from this type of mobility device. These locations include, but will not be limited to, hospitals, senior centers, and rehabilitation centers. Based on our learned experiences and feedback from the community, on Day 1 of

the new program, Scoot will deploy 2,000 scooters throughout the city as defined in the table below. We are also happy to adjust neighborhood vehicle allocations in consultation with SFMTA. The distribution will prioritize key neighborhoods including the Mission, SE Neighborhoods, SW Neighborhoods, Western Addition, Richmond, and Sunset neighborhoods to ensure availability of scooters for last or first mile transit needs.



<b>Core (Non-Key)</b>	<b>2,000 Vehicles</b>
Downtown Core	600
Other Core	350
<b>Key Neighborhoods</b>	
Mission	200
SE Neighborhoods	200
Western Addition	50
SW Neighborhoods	200
<b>Expanded Area</b>	
Richmond	130
Sunset	130
Presidio	140



5) Scoot's field staff and Fleet Managers will deploy and redistribute scooters throughout the day in alignment with the City's Distribution Guidelines and Requirements. Our methods (see below) include extensive planning followed by operational executions. **Planning:** To keep the right-of-way clear, Scoot stages scooters at "nests," dynamic deployment zones located at bike racks or other authorized parking areas that meet local requirements, including the appropriate distance from entrances, corners, transit platforms and emergency equipment, as well as requisite sidewalk width. Over the last year, our team of urban planners, data scientists and operations specialists determined nest locations across the service area based on a number of factors and data points. **City Requirements:** Avoiding any areas designated as off-limits to shared scooter parking, such as Pier 39 and Golden Gate Park. **Existing Transport Infrastructure:** Public transport stations including Caltrain stations, Greyhound bus terminals, ferry terminals, BART/Muni Metro stations, and stops along the Muni bus lines. **Transport Demand:** Job and housing density, key points of interest such as Chase Stadium, Oracle Park, and transit deserts such as the Southeast neighborhoods including Visitacion Valley and the Excelsior that are in need of last-mile connections (connecting CalTrain to Powell BART station). **Physical Infrastructure:** Safe bike facilities, pedestrian friendliness, ample parking space for micromobility devices, and maintaining accessible roadways and sidewalks. **City and Community Input:** Insights gained through engagement with SFMTA, businesses, community organizations and the general public. **COVID Adjustments:** During the current COVID-19 pandemic, we have proactively adjusted deployment locations to support access to critical services such as healthcare and grocery stores.

**Operational Execution. Scoot AI:** Every day, our field teams and Fleet Managers oversee hundreds of complex deployment and redistribution tasks using Scoot AI, our advanced operations management system. Scoot AI was developed in-house by engineers who hail from Apple, Google and Tesla. It features a proprietary machine-learning algorithm that processes millions of data points gathered from historical ride data as well as local, real-time conditions such as vehicle concentration, time of day and city-specific requirements. The system determines where and when to deploy and/or redistribute devices to ensure broad and equitable vehicle coverage across the service area. It is programmed to prioritize deployment obligations above rider demand signals, ensuring that we always meet San Francisco's regulatory requirements. Such requirements include: consistently maintain 50% or greater deployment of total permitted fleet; deploy and maintain no more than 400 devices per 1,000 permitted scooters within the Downtown Core; meet or exceed fleet minimums in Key Neighborhoods, as specified in the Minimum Distribution Table; maintain at least 75% coverage for 75% of the time between 6 a.m. and 10 p.m. in the Key Neighborhoods; and maintain at least 75% coverage for 75% of the time in Expanded Service Areas if authorized at permit issuance, or upon an approved fleet expansion. Using Scoot AI, our team will create and adhere to deployment plans for our adaptive fleet to ensure the vehicles are deployed equitably across the entire service area. Tracking adaptive vehicles separately will enable our team to determine if unique demand patterns for these vehicles arise and adjust deployments to meet demand. **Improper Parking:** If we detect an improperly parked vehicle, Scoot highlights the vehicle in the app and offers riders a financial incentive to re-park the vehicle. By initiating Community Rebalancing before we trigger a response from our field teams, we reduce vehicle miles traveled (VMT) and operational emissions. Eligible scooters are highlighted in the in-app map using the "\$" symbol. If after 10 minutes, a ride is not initiated, we dispatch the closest team member (either on foot or using a cargo bike or other low-emission vehicle) to address the issue. Scoot will prioritize the use of cargo bikes for our scooter deployment and rebalancing operations. We also deploy team members to patrol throughout the city on foot, focusing on areas such as Fisherman's Wharf and the Embarcadero Promenade where rider and pedestrian density is greatest and responding to requests from the public for rebalancing. Using Zendesk, our customer service representatives flag all such requests in our system before alerting the nearest field staff or Fleet Manager via the "Operator" mode of the Scoot app, allowing them to view the location of the issue and address it quickly and efficiently. Our standard operating procedure for San Francisco ensures rebalancing tasks as well as improperly parked or abandoned vehicles are handled within two hours of notification. Since late 2019, our average response time in the city has been 1.25 hours. ADA complaints take precedence; any report or complaint regarding our vehicles violating ADA compliance is immediately flagged and a team member is dispatched to retrieve and re-park the vehicle within one hour. As we expand our service, we will ensure our response time is under 1 hr by utilizing cargo bikes to bypass vehicular traffic. **On-Demand Service Modifications:** Scoot's Operations team will establish a plan for modifying service to facilitate travel throughout the City in the event of a major issue that interrupts transit service. We will continue to collaborate with SFMTA to create bespoke plans related to a variety of circumstances such as festivals, sporting events, natural disasters or power outages. For example, during festivals such as the Union Street Fair we dispatch increased

numbers of field staff to actively rebalance scooters to ensure there is no over concentration. **6) Scoot will launch satellite Scoot Hubs**, a valet service in areas where we have historically seen overconcentration. Each Hub will be consistently staffed to ensure rebalancing and compliant parking. Staff will be available to answer questions and inform riders about local parking rules, safe riding techniques, and our Scoot Community programs. Our first Scoot Hub is located at Fisherman’s Wharf and we plan to launch additional hubs, including along the Embarcadero, this summer. Our on-the-ground teams use Scoot AI to view a heat map that alerts them to real time dense vehicle concentrations. Using predictive modeling, the system triggers an operational response from the team to implement scooter rebalancing procedures when they approach overconcentration in a certain area, as defined by preset caps that limit supply based on local demand or City regulations. As a secondary procedure, our team regularly reviews historical ride data to identify areas across the city that consistently see experience overconcentration due to demand. In addition to increasing on-the-ground patrols in these areas, we implement a tertiary procedure to highlight bike racks on quieter nearby streets within the in-app map and incentivize, via ride credits, riders to park at these alternate locations. For example, in Los Angeles, we witnessed upticks in 311 reports of obstructions due to rushed parking on rainy days. We now proactively increase rider comms and trigger parking incentives when it rains..

**7) Experience Providing Service During the COVID-19 Pandemic in San Francisco and Other Cities:** Our safety obsession extends to our experience managing public health concerns during the COVID-19 pandemic. In March 2020, Scoot moved rapidly to consult with city officials. We listened to our city partners and worked with them to navigate the unprecedented situation together while offering several options based on the community’s emergent and evolving needs. For example, in Santa Monica we highlighted local businesses and restaurants in our app and displayed updated service hours and contact information. In partnership with transportation departments, health officials, elected and appointed officials, we made thoughtful decisions about whether to pause or maintain service and ultimately were reflective of what our city partners decided globally. When San Francisco moved quickly into confinement, we matched pace, pausing our services. After six weeks of shelter in place, we delivered continuity of service plans and new sanitization and operations protocols to the SFMTA. The plans included re-organizing our warehouse to separate mechanic workstations, distributing masks and PPE as well as training on COVID-19 related protocols. With permission to resume service, Scoot implemented a robust multi-point sanitization process based on CDC guidelines. We focused on redistributing scooters from downtown where commute rides to office buildings had contracted. We analyzed “unfulfilled demand” data—which captures when riders look at the Scoot map for a vehicle but do not find one—to determine how rider patterns shifted. As a result, we created 1,000+ new nest locations for deployment and rebalancing, prioritizing areas throughout the city impacted by Muni service cuts; especially along Mission Street and in the Western Addition. We also deployed scooters in local neighborhoods, in business districts, and near hospitals, clinics, pharmacies and grocery stores. This methodical and data-driven approach increased rides per Scoot per day by over 107% within the first four months of resuming service in 2020. Scoot also implemented COVID-19 health and safety messaging to be pushed to riders before each ride and developed ISO 22196 [antimicrobial] and AATCC TM30(iii) [antifungal] certified handgrips we plan to update our fleet with later this year. In tandem, we took cues from local leaders such as Soma West CBD Director Christian Martin, Supervisors Haney and Preston and State Senator Scott Wiener on the best ways to help lift communities. We developed programs offering free rides to frontline workers and teachers (see C1, page 31) and highlighted local businesses in our app including Pentacle Coffee, Voodoo Love, Bout Cali and The Vegan Hood. We remain focused on gathering feedback and taking thoughtful action as communities rebuild and recover in the wake of COVID-19. We will continue our Free Rides for Frontline Workers program indefinitely while seeking feedback on new deployment locations directly from the communities we are trying to reach as a means to increase program ridership.

**Commitment to San Francisco’s Transportation Recovery Plan:** In February 2020, Mayor Breed wrote, “We’re excited to see what micromobility can do for our city and how it can help us achieve our City’s transportation policy goals and climate goals.” Scoot is proud to be part of this micromobility shift and recognizes that the pandemic has added new challenges. We are steadfast in our commitment to San Francisco’s Transportation Recovery Plan to provide a safe, naturally socially distanced form of transportation that enhances the city’s transit system. As such, we will continue to focus deployments in areas impacted by public transportation disruptions, including Dog Patch, The Third Street Corridor, Outer Mission and Excelsior as well as increased deployment along all of the paused streetcar lines including the J, K, L, M, N and the 38 Geary Bus route. As highlighted in the Recovery Plan, public transit ridership during the pandemic is more likely to be low-income essential workers, many of whom may be transit dependent. To support individuals most impacted, we will continue to work with the SFMTA to

advertise our Scoot Community pricing plan on Muni buses and bus shelters (see C.1, page 31 for more information). The campaign will encourage riders to try alternative modes of transportation and multimodal trips that take advantage of Scoot for a socially distant and safe first- and last-mile connector to transit. The campaign will also incorporate our Parking Incentive program, offering discounts for Scoot trips ending at bike racks near designated transit hubs across the city (see D.5, page 37). Our most popular locations in this incentive program saw hundreds of ride ends per month prior to confinement measures. Our team will continue to work with local merchant and neighborhood associations such as the SoMa CBD and the Merchants of Butchertown to support the city's Slow Streets and Sustainable Streets initiatives that encourage active transportation use. Scoot previously partnered with the Great Highway Park coalition to keep the Great Highway from Lincoln to Sloat a permanently car-free open space for all to enjoy. As part of this collaboration, we facilitated a meeting with the Director of San Francisco's Metropolitan Commission and promoted the initiative on our social media channels. Scoot has also met with SFMTA's Sustainable Streets division as well as San Francisco's Office of the Environment to promote Slow Streets and Shared Spaces with 50 increased scooter deployments, product demos and Community Plan promotions. These strategies will boost the number of trips made via alternative modes like scooters, helping to maintain Muni for essential trips and those who cannot use alternative modes of travel. Additionally, Scoot is providing riders access to between 1-4 of our new Global Ride Pass options, including: Daily Unlimited Rides Pass, Monthly Unlimited Rides Pass, Monthly Unlimited Unlocks Pass and 3-Month Unlimited Unlocks Pass. This new Global Ride Pass is based on learnings from our original Ride Pass feature that was released last year in an effort to help cities grappling with reduced transit service offerings. Along with our Scoot Community program, it's intended to keep the cost of micromobility affordable and the benefits accessible to all community members. To access pricing plans, simply tap "Ride Pass" from the main account menu in the Scoot app. All available passes for a city will be displayed, along with clear details and pricing options.

**8) Our Ability to Deliver and Timeline:** Scoot is currently providing Mobility Data Specification version 1.0 Agency data to other cities and will have version 1.0 Provider data available by April 15, 2021. We will implement both for San Francisco on Day 1 of the permit. We will have and will support version 1.1 by Day 1 of the new permit. The requirements for the Reports endpoint closely mirror other data Scoot provides so the infrastructure to provide this data is already in place. Once implemented, Scoot will provide the Reports endpoint in version 1.1, including the addition of adaptive scooters as a special group type. **Data Leadership:** In 2019, our parent company, Bird, recognized an industry-wide latency in city-facing data. Working in close coordination with LADOT, Bird overhauled their backend data systems architecture to improve the data offering to LADOT and other cities. As such, Bird and Scoot are now the only operators to provide cities with real-time access to data feeds, ensuring accountability, transparency and compliance. Our current and future Agency MDS offering prioritizes providing cities seamless, real-time data analysis, adaptive regulation, and data auditing and verification tools. We are proud of our city-first data sharing practices and the role we take to evangelize micromobility data sharing. As such, Bird is an active participant in MDS, leading the Open Mobility Foundation (OMF) technical council and contributing to the specification standard. Our parent company, Bird, hosts regular data workshops with city partners, think tanks and advocacy groups. In recent months, we have hosted virtual data sharing workshops with Austin, Brussels, Cleveland, Detroit, Kansas City, Miami, Milan, Minneapolis, NYU Gov Lab, Orlando, Tel Aviv, Walnut Creek, and West Sacramento.



## E. Complementary Adaptive Scooter Plan

1) Scoot is proposing Scoot One (seated), an adaptive scooter device developed with input from the disability community in San Francisco during the 2019 pilot (see M.1, page 102 for device images and details). Following the program launch and with permission from the SFMTA, Scoot wishes to trial additional adaptive vehicles, such as the three-wheel Relync scooter, and will submit such devices for certification following conversations with SFMTA on its potential inclusion. Introducing additional adaptive devices will help continue to meet the diverse and evolving needs of San Francisco's citizenry and further increase accessibility to the service.

2) **Adaptive Service Model:** Scoot's adaptive devices will be available to the public three ways: 1) community-based partnerships (Dr. George W. Davis Senior Center, Senior and Disability Action, Independent Living Resource Center San Francisco); 2) free city-wide delivery service; and, 3) in-person pickup/drop-off locations. Based on our experience operationalizing adaptive fleets with the Dr. George W. Davis Senior Center in San Francisco and UCAN in Chicago, we know partnering with local organizations and the disability community is critical to crafting a program responsive to their needs. In San Francisco, Scoot will continue to **partner with the Dr. George W. Davis Senior Center** to provide residents access to our adaptive devices. Since January 2020, residents at the center have taken 500+ trips and provided invaluable feedback that we've incorporated into device updates such as our Beginner Mode feature and the need for a basket. Scoot is exploring similar partnerships with organizations such as the Independent Living Resource Center and the Disability Programs Resource Center. In addition to maintaining this program, and based on feedback from listening sessions, we are excited to expand access to our adaptive scooters through a **city-wide delivery service powered by clean vehicles such as e-vans**. In partnership with Blazing Saddles Bike Rentals, a family-run business that has been an integral part of the San Francisco community for 30+ years, Scoot will offer **in-person pickup/drop-off locations** for individuals to easily access our adaptive vehicles. **Service Area:** Devices available through the Complementary Adaptive Scooter program will be available for use across SFMTA's standard Powered Scooter Share Program service area. Where it is safe to do so and with full coordination with SFMTA, Scoot will happily service areas outside of the program area. **Program Eligibility:** To remove any barriers to entry and ensure equitable access, anyone will be eligible to participate in the program. **Pricing Structure:** To maximize access, adaptive vehicles provided within the Complementary program will be available to riders for free. **Reservation/Request Process:** For our city-wide delivery service, riders can make reservations 24 hours in advance via the Scoot app, website (<https://scoot.co/adaptive>) or phone (toll-free 1-866-205-2442). Riders must provide their full name, delivery address and email matching their Scoot account to ensure they are a verified rider and have completed our in-app age verification process (see F.12, page 46). Riders will then choose their preferred delivery/collection dates and select three-hour delivery windows ranging from 8 a.m. to 8 p.m., available seven days a week. Alternatively, individuals can pick up a device in person at one of our Blazing Saddles locations, detailed further below. Scoot will send all riders a confirmation email with reservation details along with a "How to Ride" guide that includes local rules and regulations. Scoot will also offer adaptive devices at several Blazing Saddles Bike Rental locations across the city, including Fisherman's Wharf and Union Square. Riders can reserve these devices in advance (as detailed above) or drop in to get a free same-day rental. Our in-person locations enable riders to try out devices before renting and offer more flexibility in accessing last-minute devices for unexpected or spontaneous trips. Whether reserved through our delivery service or an in-person location, riders can use the adaptive devices for free for up to seven days.

3) Scoot is excited to expand the adaptive scooter pilot we have been running since January 2020. Over the last year, we worked closely with community-based agencies serving people with disabilities, in San Francisco and around the world, to understand the needs of riders seeking to use shared, e-powered vehicles. Scoot has participated in three SFMTA Multimodal Access Action Committee meetings and held two meetings (Sept. and Nov. 2020) with Nicole Bohn, Director of the Mayor's Office on Disabilities, who provided valuable feedback on our program and also referred us to additional stakeholders active in the City. We also hosted multiple workshops and conducted rider surveys with residents at the Dr. George W. Davis Senior Center, who expressed interest in our device featuring a basket, which was a request echoed in the SFMTA'S 2021 online survey in which almost 50% of respondents stated they'd be more likely to ride a shared electric scooter if it had a basket. Scoot listened and actioned the feedback. We've taken the following steps to expand and improve our offering: 1) Our Complementary Adaptive Scooter Plan was tailored to create a thoughtful and intentional rider experience for persons with disabilities. 2) Our engineers added a basket to our seated Scoot One which is ready for deployment as part of the

Complementary program. 3) Scoot is testing and evaluating a three-wheeled Relync scooter for possible consideration in the program. 4) We expanded our service to include delivery and in-person pickup locations (see E.2, page 39). 5) Our adaptive scooter is now available via the Scoot app. We will build on this progress by hosting monthly meetings with stakeholders across the city; send regular surveys to riders after they have completed a ride on an adaptive vehicle to gather feedback; send reports of the feedback and meetings to SFMTA; invite stakeholders and SFMTA to help provide input to our new adaptive offerings; and we encourage SFMTA to host all operator meetings to discuss progress and key learnings about the program and how it can evolve to meet the needs even more residents with disabilities. **4) Continued Outreach and Marketing Plan:** In 2020, Scoot launched our monthly rental program. We delivered vehicles and hosted informational sessions where we taught participants how to ride. This year, Scoot will continue to invest in robust outreach and marketing strategies to increase awareness and access to our Complementary Adaptive Scooter Plan. In addition to highlighting the program on our website and social media channels, we will distribute flyers to local disability groups (including Senior and Disability Action, People With Disabilities Foundation, IN: San Francisco, Independent Living Resource Center San Francisco, Disability Programs and Resource Center (DPRC) SFSU) and attach informational hang tags to our on-demand adaptive vehicles. Our partner, Blazing Saddles Rental Bikes, will also feature details of the program on their website, social media and a-frame signs outside of their locations in Fisherman's Wharf and Union Square. Scoot will organize informational sessions on the program in partnership with the Mayor's Office on Disability and local disability organizations like The Arc San Francisco, Independent Living Resource Center, LightHouse for the Blind and Visually Impaired, and Senior and Disability Action. All in-person events will be in strict adherence with current COVID-19 guidelines. **Incorporating Feedback for Continued Improvement and Advancement:** As detailed above, Scoot consistently incorporates and is responsive to community feedback. Bob Walsh, our San Francisco-based Government Partnerships Sr. Manager has been part of the Scoot family since 2018, and Jasmine Wallsmith, Sr. Manager joined Scoot in 2016. Together, they have established strong working relationships with community leaders, nonprofit organizations and advocacy groups across the city. Bob and Jasmine are passionate about developing successful community engagement programs, evaluating feedback, and working with the broader Scoot team to implement actionable findings. These include our partnership with the Dr. George W. Davis Senior Center where we worked with residents and staff to develop an adaptive program that included on-site training by Scoot. We also worked with Urban Ed to provide discounted rides to their teacher-residents serving the children of the Bayview and Hunters Point districts. In addition to their current outreach, Bob and Jasmine will host quarterly vehicle demos and shared scooter trainings with San Francisco disability groups throughout the permit period, including the Mayor's Office on Disability, The Arc San Francisco, Independent Living Resource Center, LightHouse for the Blind and Visually Impaired, Senior and Disability Action and more. Feedback sessions will explore various topics, including device types, reservation systems, delivery options and in-person rental locations. Scoot will also provide a rider survey after each ride on the adaptive scooters for increased feedback loops; see E.3, page 39 for more details. To note, Scoot has been asked and will present at the Senior and Disability Action's Transit Justice meeting on April 30. **5) Scoot's adaptive devices are MDS-enabled, allowing us to share with the SFMTA a comprehensive view of the data fields needed to engage in meaningful program evaluation and future planning. All data required by the SFMTA for non-adaptive vehicles will be available for our adaptive program, and we can make adjustments to provide a holistic view of the program. In addition to reporting on quantitative data, Scoot will continue to conduct rider surveys as well as survey community organizations and participate in and host community listening sessions to gather ongoing qualitative feedback to inform program improvements and adjustments; outreach strategies and communication methods; and any other changes that may be needed. We will issue the surveys after each rental via email, incentivizing participation by entering respondents into a monthly drawing for the chance to win branded apparel, accessories and other prizes. In addition to implementing actionable findings throughout the permit period to improve the program, Scoot will work with a third-party auditor specializing in accessibility to verify our program's efficacy. We will deliver a biannual report on our findings to SFMTA in addition to any other reporting requirements.**

**F. Plan for Safe Scooter Riding & Parking 1)** In addition to our safe riding measures detailed below, Scoot will continue to offer a mandatory video that expressly instructs riders where they can and cannot ride; a pop-up reminder every time a user opens the app that riding on the sidewalk is illegal; and educational materials, in multiple languages, on this topic at all our community events. We identified the following three effective education tools, which we recommend SFMTA require all operators deliver to ensure cohesive training across platforms. **Scooter School:** Scoot augments our video, in-app and online safety education with the administration of Safety School, an in-person, how-to-ride safety and training program. We partner with leading local riders and safety advocates who have experience with the area's traffic and street environment to conduct this training at least once a month in strict adherence with COVID-19 guidelines. During the events, Scoot educates riders about local laws governing the safe operation and parking of devices, hands out free helmets, and distributes ride credits for new riders who engage in our safety quizzes and demonstrations. We have previously hosted these trainings in various neighborhoods throughout the city including North Beach, Embarcadero, Bayview, Excelsior, Mission, Western Addition, Inner Sunset, Haight Ashbury, and Inner Richmond. We have also partnered with community groups to bring Safety School to sponsored events like the USF Health Fair, BayviewLIVE and Sunday Streets. In all, between October 2019 and February 2021, Scoot held 30+ live training events with over 300 attendees, at an average of more than one each month. **Joint Safety Campaigns:** We promote safety messaging and information using billboards, street signage and paid advertisements. In Chicago, we partnered with the local transit authority (CTA) on 30" x 96" bus media ads coupled with digital bus shelter display ads that featured safety messaging. In D.C., we encourage sign-ups for our low-income pricing programs at Metro stations. In Nashville, we ran two 20-foot billboards on the side of Bridgestone Arena for four months to remind riders how to use the bike lane, park responsibly and wear a helmet. We recommend an "all operators" campaign in San Francisco featured in high-traffic areas on newstands, bus shelters, billboards, buses and scaffolding wraps. **Mandatory In-App Rider Tutorial with Quiz:** First-time riders are required to watch an illustrative riding and parking tutorial depicting San Francisco-specific rules and regulations. At the request of SFMTA, Scoot will distribute SFMTA-developed Public Service Announcement videos in the app. Upon completion, riders take a quiz to ensure understanding. Scoot initiates additional safety quizzes every 10 rides to ensure continued awareness and compliance. See Exhibit J, page 111 for screenshots. During the relaunch, Scoot will promote a Rider Safety Quiz across all social media channels, rewarding participants for the month of July with \$10 in ride credits. Scoot uses the following additional tools and strategies to ensure safe and proper use of our fleet: **Email, Social Media and Pop-Up Reminders:** We deliver regular, consistent and updated ongoing safety directives and education regarding the proper and safe use of our scooters via email, social media, push notifications and pop-up reminders. The in-app pop-ups require riders to acknowledge and affirmatively dismiss them in order to proceed. The informational pop-ups for San Francisco will include, but not be limited to, reminders that scooters are not permitted aboard Muni or on Muni platforms, and riding is not permitted on the Promenade path of the Embarcadero. Scoot will also implement a recurring pop-up reminder every time a rider opens the app, warning them sidewalk riding is illegal and unsafe. **Beginner Mode:** Our in-app Beginner Mode feature slows acceleration and speed limit, and provides new riders additional guidance on how to ride. Beginner Mode enables riders to gradually build riding skills at their own pace, making scooters more accessible to first-time riders and unlocking greater mobility for everyone. **Follow-Up Education:** Our app provides follow-up education to riders prior to every fifth ride, which is both interactive and tailored to rider history, time of day and location. For example, on a Friday or Saturday night, a rider is likely to receive a reminder about the importance of riding sober. **Pledge Cards:** Scoot uses virtual Pledge Cards to help educate riders on local laws and regulations. The cards are presented to riders via an in-app pop-up, requesting that they read and then pledge to abide by each rule. Over 600,000 riders in cities such as Portland, D.C. and Atlanta have taken the pledge. In San Francisco, over 3,000 riders have taken the pledge, equaling a pledge rate of almost 80%. See Exhibit E, page 107 for screenshots. **On-Vehicle Messaging:** We promote key safety rules and messages, such as "Always Wear a Helmet," "ID Required," "No Sidewalk Riding", and "18+ Years Old" on all of our vehicles. Messaging is complemented with images to help increase comprehension and also available in braille. **2).** Our plan to limit speeds relies on advanced geofencing technology and on-vehicle speed governors, Scoot will support a range of speed limits (both temporary and permanent) in different areas of the city and on specific streets, from 4 mph to 15 mph. Based on Bird's three years of experience working with cities to establish reduced-speed zones, we recommend a minimum speed of 4 mph. Our analysis and data shows that at 4 mph, riders may safely exit the zone to continue their ride. Speeds slower than 4 mph often result in riders believing the vehicle is broken and abandoning it, while faster speeds can be unsafe and

counterproductive to the slow-zone. Examples of when riders will encounter speed limitations include: **1) Upon downloading the app.** Scoot offers Beginner Mode, a feature that enforces reduced speed limits for new riders. According to a study conducted by Austin Public Health published in early 2019, 33% of scooter injuries are sustained by first-time riders, a greater proportion than the share of trips taken by those riders. This data inspired the development of Beginner Mode. This feature enables us to slow acceleration and enforce reduced speed limits for new riders. Beginner Mode is a mandatory feature that is activated for each first ride a person takes on a Scoot Two or Scoot Three or the Adaptive Scoot vehicle. When activated, Beginner Mode provides a gentle, steady acceleration experience at a speed which Scoot will pre-determine in partnership with the SFMTA. Historically speaking, we have found 4 mph to be the optimal speed for an individual's first ride. For return riders, they are provided the option to "opt out" of beginner mode. **2) Upon entering a speed limited geographical zone such as near schools or in areas with high pedestrian density.** Our Vehicle Location System (detailed on A.3, page 28), enables devices to process location and enforce geofenced reduced-speed zones within one second. When a rider enters one of these zones, the vehicle is safely slowed down (detailed on A.3, page 28). **3) Upon attempting to ride on a sidewalk.** Our Sidewalk Detection technology also uses this system to reduce a scooter's speed within one second of mounting the sidewalk, safely bringing both the rider and scooter to a complete stop (see E.10, page 45 for more details). **3).** We commit to continuing to inform users on how to report collisions and safety incidents at the time of sign-up and issue regular reminders via our social media and in-app notifications. Scoot also displays this information on our website and in-app "Help" page. We promote user reporting at community events and in our marketing materials which are produced in multiple languages such as Spanish, Chinese and Tagalog. To further encourage rider reporting, our app prompts riders to rate their trip and report any collisions, safety or maintenance issues at the end of every ride. We are also in the process of launching a new "Call for Help" feature, and will inform SFMTA before it goes live in San Francisco. If an unexpected fall during a ride is detected (based on data from the vehicle's onboard sensors), a pop-up notification on the rider's phone is triggered that will call local emergency services when clicked. Lastly, if we receive a poor ride rating or if a rider reports a collision or other safety incident, we proactively reach out to them to gather more information and details about the experience. Scoot keeps a detailed log of reported incidents for accountability and follow-up by our Trust and Safety Team. We use this information to tailor and update our educational materials to potentially mitigate similar collisions or incidents in the future. **a).** We will continue to commit that at the end of every ride, the Scoot app prompts riders to rate their ride and report any issues with the safety or maintenance of the scooter, including involvement in any in-ride collisions. If we receive a poor ride rating from a rider or if they report a collision or other safety incident, we proactively reach out to them to gather more information and details about their experience. We will analyze the data and if any trends emerge, we will make adjustments as necessary.

**Safe Parking Measures 4).** As outlined in our education plan in F, page 41, Scoot uses a variety of tools to convey information about proper parking to users on the mobile app, on the scooter and more broadly. Specifically we aim to educate and inform riders where and how to park compliantly in regard to sidewalk and bike rack parking rules, as delineated in the Mobility Device Parking Guidelines. Scoot will communicate all San Francisco-specific parking regulations through our in-app tutorial; tailored email, social media channels (blog, website, Twitter and Instagram) and in-app notifications; in-app infographics, local rules page, pledge cards, games and quizzes; and our in-person safety trainings and events. Our continuum of educational tools enables us to refresh riders' knowledge on the local parking rules regularly using a variety of engagement techniques. Communications like our in-app notifications are sent both pre- and post-ride, whereas we send quizzes every 10 rides (or monthly depending on usage). Other communications—video pop-ups and pledge cards—are sent every five rides (4x/month for frequent riders). We also highlight all bike racks in the Scoot app to encourage compliant parking and incentivize their use (see F.7, page 43). In Chicago, for example, 76,000 riders took a safety quiz with a 91% pass rate. Those who did not pass the safety quiz were provided tailored educational materials before they could start their ride. Additionally, we remind riders of parking rules during our in-app end-of-ride screen, which requires them to submit a photo to ensure the vehicle is properly parked (see Exhibit F, page 107). Scoot will apply geofencing specifications provided by the SFMTA to prohibit parking/locking scooters in specified areas, or to direct riders to specified designated parking area (e.g., at an event venue), within one week of notice, and provide proof such as screenshots of the app showing this geofencing to the SFMTA via email. **5).** Scoot currently and will continue to offer riders in San Francisco a \$0.25 discount when they park compliantly at bike racks near designated transit hubs (see D.5, page 37). Since launching this initiative, riders across the city have earned almost \$900 using this feature. The program is incredibly

successful, with 1,000+ riders earning the discount to date. In addition, we will incentivize good parking behavior by rewarding riders with escalating ride credits. Scoot will issue rewards to riders based on the number of consecutive rides that end in complaint locations, starting at \$5 for 25, \$10 for 50, \$15 for 75, and \$20 for 100. We will confirm parking compliance via the real-time collection and review of all end-of-ride photos (see Exhibit F, page 107). Our end of ride feature is offered in 108 markets around the world. Scoot's goal is for 75% of riders to earn a parking compliance reward within the permit period. To further reinforce parking norms and promote the program, Scoot will highlight monthly Parking Champs (riders who achieve 25+ compliant end of rides and pending rider approval) on our social media channels. **6).** Scoot developed and implemented the scooter industry's first-ever lock-to technology in 2018 specifically for use in San Francisco. Our Bluetooth lock, which is currently in use, is controlled via the Scoot app, providing riders with clear and easy-to-follow instructions on how to use the lock-to system before and after each ride. The lock itself features a robust aluminum collar that fastens to the scooter's neck with safety torx-head screws. A durable ~4 ft. long, 11.6mm thick cable extends from this collar which can be wrapped around a typical bike rack to secure the vehicle when not in use. We have seen great success deploying our locking mechanism in other cities. For example, after Bird, our parent company, was selected to continue operating in Chicago, our lock-to devices reduced complaints and parking issues by 61%. Our latest version, a third-generation bluetooth lock, incorporates the lessons we have learned over the past three years (cable length, thickness, location on scooter neck to name a few), along with city and rider feedback, to create a frictionless user experience. **7).** Scoot is committed to protecting the right-of-way for all sidewalk users and reducing clutter throughout San Francisco and commends SFMTA for installing additional bike racks throughout the city. In 2020 we featured all of the city's bike racks in our app map and will continue to do so by leveraging SFMTA's publicly available bike parking data. We also emailed riders a link to SFMTA's "Request a Bike Rack" form and encouraged them to submit suggestions for crowdsourced bike rack locations; we saw a 19% open rate and 691 unique clicks on the link to the SFMTA's bike rack website. In 2021, Scoot will launch three additional features to support and amplify the city's bike rack network. First, riders will be able to use Scoot's unique Community Mode feature (an in-app reporting feature, see F.11, page 45) to submit bike rack locations not currently featured on the Scoot map. Our team will review all submissions and confirm with SFMTA the area complies with local parking regulations before adding it to the Scoot map. Second, we will launch Preferred Parking, a feature providing riders with turn-by-turn directions to approved parking locations like bike racks. The feature offers both audio and visual navigation via the scooter's handlebar display screen and optimizes routes for the use of bike lanes and quiet roads. Lastly, we will send in-app notifications directing riders to the SFMTA "Request a Bike Rack" form. To further amplify this initiative, we will launch the #RequestARack campaign which will run via social media and will also be featured on our website and blog. Riders who post photos on social media with #RequestARack standing in the proposed parking spot that is currently missing infrastructure will receive \$5 of Scoot credit. This crowdsourcing will help inform all operators where there is a need for additional parking.

**Accountability Measures 8)** Over the course of our nine years of operational experience in San Francisco, we have iterated on and evolved our approach with regard to noncompliant users. Today, we have a zero tolerance policy regarding underage and reckless riding that puts other road users, specifically pedestrians, at risk. Scoot's escalating penalty structure ensures riders are held accountable for their actions. In San Francisco, we have issued 107 rider fines since the start of the year. From experience, we know offenses related to improper or illegal riding and parking have different drivers, impact on the community, and levels of frequency. Our accountability structure and measures account for these complexities rather than offering a one size fits all approach. For example, a rider's first parking violation will result in a \$5 fine, along with an email warning and additional in-app educational videos. Whereas a rider's first offense related to illegal or extremely unsafe behavior results in account termination. We monitor compliance with applicable laws and regulations via the following solutions: **Improper Parking:** End-of-ride photos (see Exhibit F, page 107). **Sidewalk Riding:** Sidewalk Detection technology (see E.10, page 45). **Unsafe and/or Illegal Riding:** Skid Detection technology (see E.10, page 45); Customer service reports (see F.10, page 45). **a)** Scoot will use the following escalating penalty structure to respond to and remediate non-compliant rider behavior and parking violations. Fines will accompany an email describing the incident and why it was unsafe, education material relevant to the offense, and a reminder about additional fines and the potential for account termination. Riders on low-income plans will be excluded from all financial penalties but will receive the warning emails.

	1st Offense	2nd Offense	3rd Offense	4th Offense
<b>Improper Parking</b>	\$5 fine	\$10 fine	\$20 fine	Account terminated
<b>Sidewalk Riding</b>	\$5 fine	\$10 fine	Account terminated	
<b>Unsafe Riding</b>	\$20 fine	Account terminated		
<b>Illegal/Extremely Unsafe Behavior (e.g., pedestrian harassment; riding with a minor)</b>	Account terminated			

The above penalty structure includes much smaller fines than we have issued in the past. This new approach is based on our experience serving San Francisco, where we find riders who face very large fines (e.g., \$100) are more likely to abandon micromobility altogether instead of learning to improve their behavior. Secondly, steep fines were more likely to be rejected by a riders' payment method, resulting in no impact on the rider and, therefore, no accountability. We have also updated the escalation flow and customized it based on the type/severity of the offense and the number of offenses. In cases where a rider engages in one improper practice (e.g., the rider parks improperly) and then engages in a different one (e.g., sidewalk riding), we do not restart the escalation flow but defer to the next level of severity. In this example, the rider would first be fined \$5 for improper parking and then \$10 for sidewalk riding. **b)** Our penalty structure ensures riders take their responsibility to ride safely seriously and face the consequences for engaging in unsafe and/or illegal riding behavior that puts themselves and others at risk. In addition to issuing a higher fine for a first-time offense of unsafe riding, our penalty structure for extremely unsafe and/or illegal riding includes a one strike and out policy designed both as a deterrent for riders and as a means of prioritizing the safety of the wider community. If a phone number is on file, we can accompany all unsafe riding fines with a phone call from a member of our team to discuss the behavior and review safe practices. In addition to describing the incident and explaining why it was unsafe, we also provide an email recap of local rules and regulations and will issue safety videos the rider must watch before they can take their next ride. **c)** Scoot's escalating penalty structure ensures riders face real and tangible consequences for engaging in improper parking, which negatively impacts the community and can pose mobility challenges for other vulnerable road users. We accompany every fine with tailored education via in-app messaging and email aiming to correct the behavior in the future. In addition to describing how the vehicle was improperly parked, we provide a photo for context as well as a recap of local rules and regulations. Scoot leverages the penalty structure as a deterrent, publicizing the fines via our new-rider education, email blasts and end of ride in-app notifications. **9)** Scoot investigates all complaints and provides the outcome to the individual who filed the complaint. When Scoot receives a complaint through our various customer service channels (described in F10, page 45), our customer service team leads the response using the following process: **Classify:** A trained customer service representative (CSR) creates a ticket in our internal tracking tool, Zendesk, categorizing the complaint and listing relevant details. If needed, they collect additional details from the submitter to more clearly understand the issue. **Route and Resolve:** The CSR refers the issue to the relevant team for resolution. For example, they would coordinate with the local operations team for a tipped or improperly parked scooter. CSRs handle simple issues independently. When the issue is resolved, the CSR closes the ticket. All resolved complaints are stored via Zendesk for reporting purposes. Customer calls are answered on average within 29 seconds with a global resolution time of five minutes or less. **Educate:** In cases where rider behavior is an issue, such as unsafe riding or parking, a CSR sends the rider educational materials relevant to their behavior (e.g., an in-app banner notification and/or an email on parking etiquette). For repeat violations, we issue escalating warnings and fines, or even account terminations when warranted as described in section F.8, page 43. **Serious Complaints:** Certain sensitive issues require additional attention and resources and are escalated to Scoot's Trust and Safety team, which handles injury reports, property damage alerts, law enforcement requests and complicated support issues. We follow specific protocols and, if necessary, the Trust and Safety team escalates incidents to the relevant local authorities. Scoot maintains a database containing all public complaints and comments related to unacceptable user behavior (e.g., sidewalk riding), including those in the preceding provision,

and track case status through complaint resolution. Scoot will share complaints and comments in the database within one week, and resolutions for each complaint in the database within two weeks of receipt, on an ongoing basis as determined by SFMTA. **10)** Scoot offers the following scooter modifications and notification systems to further ensure safe scooter riding and parking in San Francisco: **Compliant Parking Detection:** Scoot has historically seen high citation rates and is committed to dramatically reducing citations. Earlier this year, in an effort to reduce citations by preventing poor parking in the first place, Scoot introduced technology that detects whether a rider is within five feet of a compliant parking location, and only allow riders to end their ride if they are within that radius. If they are outside the radius, the rider is directed to relocate the vehicle to a compliant location and is not permitted to end their ride until doing so. Scoot continuously iterates its technology and is working with one of the world's most sophisticated location chip manufacturers to co-develop a chip that further enhances this functionality. Using a novel sensor fusion algorithm, we combine our on-vehicle sensors with external information to help reduce uncertainty in machine perception and deliver vehicle location accuracy within 10 centimeters. We expect to demo this solution with SFMTA during the new program. **Anti-Tipping Kickstand:** Scoot's latest devices are equipped with an industrial-grade anti-tipping dual kickstand uniquely designed to withstand the demands of the shared micromobility market while reducing the chances of a parked vehicle being knocked over. It also keeps the vehicle upright in winds up to 40 mph. **Autonomous Emergency Braking (AEB):** Our scooters feature the industry's first and only AEB system. In the event a braking request by a rider is met with a failed brake, AEB automatically activates advanced motor controls to gently but swiftly bring the rider to a stop. **Dynamic Stability Control Steering (DSCS):** Stabilizes out-of-control, sudden or erratic movements by steadying the handlebars, guarding against unsafe turns or overcorrections. DSCS, coupled with AEB, reduces risks presented by uneven surfaces, potholes and sudden stops while also enabling a rider to have rapid responses to unsafe drivers or other unforeseen road hazards. **Skid Detection:** Industry-first skid detection enables Scoot to detect reckless riding in real time. Excessive skidding initiates audible and visual warnings to the rider. If the behavior continues, our system automatically slows the device to a stop, ending the ride. Follow-up education on safe riding practices is then issued. If a rider is flagged multiple times for reckless riding, Scoot will suspend or terminate their account. **Audible Alerts:** On-vehicle speakers gently and safely alert riders when entering a geofence via an audible message. **Sidewalk Detection:** Scoot's next-generation Sidewalk Detection technology relies on VLS (see E.10, page 45) to stop sidewalk riding in real time. By mapping local rules and permissions onto our vehicles, which are continuously updated in coordination with SFMTA changes, riders trigger the following pre-programmed response within approximately one second of mounting the sidewalk: 1) The scooter will alert the rider via the on-scooter display and audible alert system before reducing its speed until it comes to a complete stop; 2) We will then notify the rider via an in-app pop-up that sidewalk riding is not allowed and they must return to a bike lane or street to resume their ride. **Dual Wiper Throttle:** The Scoot Three is the first scooter engineered with a dual wiper throttle—providing automotive-grade functional safety and guaranteeing absolute accuracy when it comes to speed control. With the 2020 “Bike Boom” and more two-wheeled vehicles sharing the streets than ever before, Scoot is leading the way in making sure scooters have industry-leading precision speed controls to share the road safely. **Dual Handlebar Brakes:** Scoot Three's dual mechanical brakes provide superior stopping performance on each wheel and result in a shorter distance to stop. The AEB feature combined with the dual handlebar brakes provides unparalleled industry protection against brake failure. **11)** Scoot is committed to making it as easy as possible for non-customers to notify us of improperly parked devices. Each vehicle features a safety decal with easy-to-read contact information. These are also offered in braille and/or raised lettering to ensure the information is accessible to individuals who are blind or visually impaired. In addition, the Scoot app features an easy-to-locate icon that directs the public to submit complaints via Community Mode. Scoot also communicates how to report problem devices via our community engagement and education outreach efforts, detailed in Section I, page 53. **Phone Number:** 1-866-205-2442. Our staffed, toll-free customer service line provides support 24 hours per day, 365 days a year. It also accommodates TTY relay services. **SMS Text Message:** 1-866-205-2442. Additionally, riders will be able to send a picture of the on-vehicle QR code with “PARKING” to SFPARKING on any mobile device to report a misparked device. **Website:** <http://www.scoot.co> Scoot will provide an online intake form that allows the public to report improperly operated or parked scooters by providing time, date, location, direction of travel if applicable, and the scooter's identification number if available. **Email:** [hello@scoot.co](mailto:hello@scoot.co) / **Twitter:** @ScootNetworks / **Instagram:** @ScootNetworks / **Live Text-to-Chat:** Available in Scoot app. / **Community Mode:** Available in the app and allows both riders and non-riders to report unsafe behavior, including irresponsible riding or improper parking, in real time. See Exhibit I, page 110 for screenshots.

We use Zendesk, a leading customer service software suite, to receive, log and resolve complaints, including issues such as improperly parked devices. Using the intake protocol detailed in F10, page 45, our customer service representatives process all complaints submitted via our customer service channels, prioritizing those related to improperly parked devices to ensure we repark them within 1.25hrs of notification. We alert our local team via the “Operator” mode of the Scoot app, allowing them to view the location of the vehicle and address it quickly and efficiently. Acknowledging our response time to update the database has been slow in the past, we switched to using Zendesk to transfer all complaints received into the shared complaint database located on our website within one week of receipt. Resolutions for each complaint will be posted in the database within one week of receipt of the complaint or comment. **12). Driver’s License Requirement:** Before taking their first ride, all Scoot customers must scan their driver’s license and take a selfie as part of the User Agreement to prove they are 18 years of age or older. We partner with AU10TIX, the global leader in digital identity verification and user authentication, to verify rider eligibility in real time. Our in-app technology uses anti-bias biometric technology to ensure the scanned license is an unaltered match to the person pictured in the selfie. It also verifies rider age and authenticity of the license. The authentication process takes just eight seconds, enabling us to rapidly identify and prevent fraudulent behavior or underage riding, as well as further ensure the safety of the communities we serve. Since launching our AU10TIX-powered ID scan worldwide, approximately 2% of IDs have failed to meet requirements, 2.2% for being duplicates already registered on our system, and 1.3% for being expired. For riders using our non-smartphone option (C.5, page 32), photos are sent via MMS. MMS is supported by virtually all phones, carriers and plans. AU10TIX is certified under ISO/IEC standard 27001:2013 Information Security Management Systems. Both Scoot and AU10TIX comply with state, federal and international requirements for managing personal user data. **Addressing Underage Riders:** Scoot has zero tolerance for underage riding. Accordingly, we suspend accounts and riders found to be attempting to ride if they are underaged or not authorized to ride. For example, over the last several months in the US, we have blocked roughly 14% of potential riders who tried to start a ride but were prevented because they were fraudulent or underage. We also deliver rider compliance education via online and print media, email, vehicle labels, in-app messages, and engagement with local schools. As the San Francisco Unified School District begins implementing their Return Safely Together In-Person Learning Plan and students return to school for in-person learning, we are continuing to engage with teachers, parents and after-school clubs to raise awareness around the dangers of underage riding.



## G. Recharging, Maintenance, Cleaning & Sustainability Plan

1) Scoot AI, our operations management system, monitors the real-time battery levels of our scooters (see D.5, page 36) and flags when they are low. Scooters are recharged one of two ways. First by staff who are alerted of low battery levels. Once alerted, Scoot staff retrieve the scooter and bring it to the Scoot service center for recharging by renewable energy sources. Similar to staff, Fleet Managers receive alerts regarding low battery levels (20% remaining). They retrieve the vehicles via an e-vehicle such as an e-van or trike and charge the scooter in approved commercial spaces. Our scooters are designed to travel 35 miles over 60 days on a single charge and feature regenerative braking which increases their range by 5%. We will source 100% renewable energy for charging our scooters, and where we cannot, we will estimate the total direct energy used to power our facilities and recharge our vehicles and match it with high-quality, zero-emissions renewable energy certificates (RECs) to minimize our carbon footprint. **Swappable Battery:** Scoot and our parent company, Bird, are developing the industry's first IP68-rated swappable battery with advanced encrypted protocols, moving the technology closer to providing the necessary level of protection to safely implement widespread adoption. With SFMTA's permission, Scoot will pilot this technology to San Francisco. **Charging Stations Pilot:** We are exploring a partnership with UCSF to deploy charging stations across their campuses. Designed in-house, these low-profile docks charge up to five scooters and will be highlighted in the app.

a) **Main Service Center:** 1255 Howard St., San Francisco, CA 94103; Large first floor industrial space in SoMa i) No, features upgraded electrical infrastructure (3 phase, 200 amps) ii) 300 iii) Yes iv) Yes / **Satellite Location:** 721 Beach St., San Francisco, CA 94109; Large first floor commercial Space in Russian Hill i) Standard electric outlets; modifications not required ii) 150 iii) Yes iv) Yes b) Scoot's devices are equipped with a proprietary battery monitoring system with 14 sensors performing millions of scans per day and conveying real-time information regarding performance, charge capacity and battery health. When a scooter hits 20% battery capacity, the system automatically notifies staff to collect it for charging and removes it from the availability in the rider map. Staff and Fleet Managers complete comprehensive mandatory training on safe charging practices through mandatory in-person instruction and virtual step-by-step videos designed by senior Scoot mechanics and Exponent, a leading battery consulting firm used by Tesla. Topics include, but are not limited to, safe charging setups, device charge times, battery inspections, and how to deal with an overheated battery. c) We thoroughly train all staff and Fleet Managers to safely and responsibly deploy, retrieve and rebalance our scooters into parking spaces, in compliance with the Operational Guidelines. Conducted in person and via Dozuki, an online platform used by Patagonia and Coca-Cola, our mandatory training directs team members to follow all local laws and regulations when using vehicles to load/unload scooters and details important areas to avoid parking, such as: double parking; on or blocking ADA ramps; along red curbs; blocking bike lanes, bus stops, crosswalks, lanes of traffic, driveways, or access to fire hydrants; or on private property without permission. We also use Samsara, a tracking software with sensors and cameras, in our vans to ensure employee compliance, and monitor pedestrian safety, driver responsiveness, idle time and traffic congestion. All field teams must complete 72 hours of training on right of way management, maintenance and accessibility annually. Regular refresher trainings and pop-quizzes are provided to ensure information is retained. d) Scoot is committed to minimizing negative impacts associated with collecting, redistributing and recharging. Our tailored operational strategies assist in these efforts, honed by Scoot's 9 years of experience in San Francisco and integrated with the best practices of our parent company, Bird, which operates in over 130+ markets. They include: **staff training** (see H.5, page 51) and **enforcing safe operational parking** using Samsara to prevent double parking. Deploying and collecting fully charged scooters during **off-peak hours** to minimize congestion. Conducting basic **in-field maintenance** to avoid transporting vehicles to a service location, and prioritizing the use of **cargo bikes** to move low-battery scooters to designated clusters outside of more congested areas, reducing traffic and limiting VMT. We also **incentivize riders** to park in designated locations to cluster devices in high-need areas to reduce van trips (see E.6, page 32). Finally, we dramatically reduce the need for frequent operational trips to recharge batteries thanks to their **high-capacity and advanced battery management system** capable of holding a charge range of 35 miles over 60 days, in addition to the use of **Charging Stations** (see G.1, page 47) and a **swappable battery pilot** (see G.1 page 47). e) We record the VMT of staff and Fleet Managers during pickups and drop-offs as well as the odometer readings of our mechanics and other operations teams. Scoot shares this information with the SFMTA on a monthly basis and will continue to do so. We also use this data to purchase carbon offsets to mitigate our carbon impact. We aim to limit operational VMT to 0.5 miles per 10 scooter miles traveled in 2021 (we are currently slightly above our target goal) and will report this to SFMTA on a monthly basis.

We optimize pickup routes, reducing the distance staff and Fleet Managers drive, and use low-emission vehicles or cargo bikes for operations activities. **i)** We have provided non-revenue VMT by vehicle type to SFMTA on a monthly basis via our shared monthly and year-to-date report template, and will expand this to include trips generated and average fuel efficiency. Employees will report totals daily at the end of each shift to ensure accurate data. We will provide this data in a format requested by SFMTA.

**2)** Scoot has conducted and sent (May 2020) a complete life-cycle analysis (LCA) of our Scoot Two and Scoot Three models, as detailed below and in the full report in Appendix A. Our team partnered with CEA Consulting and an independent consultant from the National Renewable Energy Lab on the report. We will again partner with CEA or independent consultants such as Chad Hunter of the National Renewable Energy Lab to conduct an LCA on our adaptive Scoot One device within three months of permit issuance. **a) i) Scoot One, Two and Three** - Steel: 2.6lbs (6%) / Stainless Steel: 2.4lbs (5%) / Wrought Aluminum: 5.6lbs (12%) / Cast Aluminum: 16.2lbs (34%) / Rubber: 2.8lbs (6%) / Plastic: 3.8lbs (8%) / Copper/Brass: 0.4lbs (1%) / Others: 3.2lbs (7%) / Battery: 10.0lbs (21%). Material Emissions [CO<sub>2</sub> grams per vehicle lifetime]: Frame: 62,880, Battery: 48,409. Tires: 4,646, Brain: 990, Electric Motor: 8,271, Packaging: 3,218, Other: 2,536 **ii)** The LCA found manufacturing and assembly make up 67% of the Scoot's life-cycle emissions emitted per passenger mile served (gCO<sub>2</sub>e/PMT) and operations make up 29%. The overall emissions per passenger mile (97.2g CO<sub>2</sub>e) places our service on par with the most sustainable forms of public transportation. This analysis did not include the impact of purchases of Renewable Energy Certificates or carbon offsets, which we will purchase in San Francisco to ensure operations are carbon neutral. In 2019 and 2020, Scoot purchased Energy Attribute Certificates (EACs) and carbon offsets from 3Degrees, a global leader in providing green power and carbon offset products and services based in San Francisco. **b) i)** 733 days **ii)** 733 days / Tires: 367 days **iii)** 666 days **iv)** 916 days / Device Brain: 666 days.

**3)** Scoot works with local mechanics and Fleet Managers with extensive prior, relevant experience and on-the-job training. Our team shares knowledge with their global counterparts through virtual seminars and “always on” Slack channels. Additionally, every service center team member completes two weeks of paid, mandatory, annual training on new technology, skills and best practices. Details on our training program includes hands on 1:1 and group training with our local vehicle experts; performance and KPIs reviewed in great detail in biweekly meetings with operational expertise offered by local teams; masterclass trainings built by our parent company, Bird, with video tutorials on a variety of topics such as rebalancing, rescuing submerged vehicles, removing vehicles from private property, every repair necessary, how to be an expert operator, etc.; extensive help center tutorials; and local resources available 24/7 for help/questions/recommendations. Scoot's team inspects and sanitizes every scooter using CDC-approved disinfectants multiple times each day. All of our vehicles undergo a 106-point inspection process as part of the charging protocol approximately every three days in the service center. Preventative maintenance is performed weekly. Additionally, vehicles are equipped with industry-leading self-diagnostics programmed for 400 different fault codes that can be triggered for collection if a safety issue is detected, and will have ISO 22196 [antimicrobial] and AATCC TM30(iii) [antifungal] handgrips. We keep thorough maintenance records, available to the City upon request. **In-Field Service:** Our local team conducts frequent in-field inspections and diagnosis of vehicles to assess: drivetrain, tires, steering, brakes, contact points and sanitization, front and rear lights, stickers and labels, all on-device electronic equipment—including QR code, GPS, locking mechanisms, alarms, display screen—and battery and motor. If a scooter needs a quick, simple repair (e.g., tightening a part), our team performs maintenance on the spot. For more involved repairs, the device is flagged for pickup. Graffiti on our scooters will be removed within 24 hours, and inappropriate or profane language will be removed within four hours of being reported. Scoot performs random spot checks to test vehicles to ensure they are working properly in the field. **Scoot Service Center:** To centralize maintenance, repair and charging, Scoot has established a local service center as well as several satellite locations, in partnership with our Fleet Managers, throughout the city. In addition to the 106-point list, trained mechanics perform the following services weekly: deep cleaning, part tightening, brake adjustment, steering and wheel alignment check, front and rear lights inspection, QR code functionality test, self-diagnostic vehicle check—to verify all software is working and perform any time-intensive updates on GPS, locking, alarms and LED display—battery recharge and inspection, and motor test and inspection.

4) Our procedures for notifying Scoot of a safety or maintenance issue are detailed in A.3, page 29. Upon receiving a notification, our system remotely locks the flagged vehicle and removes it from the Scoot app map, making it immediately unavailable to riders. We will remove inoperable devices from the right-of-way within 24 hours and not bring them back into service until fully inspected and repaired. Scoot regularly exceeds this requirement, removing 70% of devices in under 12 hours.

5) Scoot will use the 100% greenhouse-gas-free energy offered through the City's CleanPowerSF (SuperGreen) program. As we have done throughout the current program, Scoot will continue to comply with the City's Zero Waste and Producer Responsibility policies, detailed in SFMTA's Sustainability Guidelines and Requirements. **Extending Vehicle Lifespan:** Our 300-step Design Validation Process ensures vehicles can endure thousands of miles on city streets. On average, we only replace our tires 1x during a vehicle's useful life, while our battery, embedded computer and motor can be reused. Our batteries are dust, sand, dirt and water resistant with an international standard rating of IP68. Longer-lasting batteries means fewer batteries needed or produced and a lower carbon footprint. Data from each model informs improvements for the next. For example, Scoot Two requires 19% fewer repairs than its predecessors and offers the lowest End of Life rate (the annual rate at which we retire and recycle vehicles, as compared to the total number of vehicles in use over a given year) in the industry at .00002. Our teams conduct robust, mandatory regular maintenance in-field and in service centers to further extend vehicle lifespans. **Redistributing for Reuse:** Nearly 98% of a Scoot is reusable on other vehicles or products. Additionally, we partner with third parties to refurbish and donate vehicles to organizations for private use. We give batteries a "second life," first by refurbishing them for reuse in our scooters and second as a mobile powerwall to increase facility charging capacity. In the near term, we will make our manufacturing "circular," using recycled Scoot batteries to manufacture new ones. **Managing Hazardous Components:** Staff and Fleet Managers use the following standard operating procedure, developed by our Head of Environmental, Health and Safety, Niels Louwes, who previously established health and safety protocols for hazardous materials for Tesla: 1) Staff and Fleet Managers must wear nitrile gloves, safety glasses, and other protective equipment to handle batteries and e-waste. 2) Batteries undergo a multipart visual inspection. 3) Batteries with no sign of damage are stacked into plastic containers, with foam or cardboard placed between layers. Stacks do not exceed seven battery packs. Labels indicate reuse or recycle. 4) Batteries with any sign of damage are handled in a specialty hazardous waste containment area stocked with emergency equipment. They are stored in metal drums, and separated by Vermiculite to prevent movement during transport. Labels indicate batteries are damaged. **Recycling/Disposing Component Parts:** Components that cannot be repaired or reused are broken down into like commodities (plastics, aluminum, copper, electronics, etc.) and sent to our R2, E-Steward certified recycler. Recyclers provide Certificates of Destruction confirming proper shipment, recycling or disposal. Scoot works with iTap, a certified T2 Responsible Recycler vendor compliant with R2:2013, ISO 9001:2015, OHSAS 18001:2007, ISO 14001:2015, to recycle our batteries - we are working to identify a local recycler with whom we can partner. The standard recycling rate for lithium-ion batteries is around 50%, Scoot's suppliers use a process that achieves an extraction rate of at least 70%, calculated in accordance with EU Regulation 493/2012, the strictest governing recycling standards.

6) Scoot protects the environment through responsive operations and sustainable vehicle design. We implement no-parking zones near bodies of water to prevent vehicles from falling or being thrown in, for example near Pier 39 and along the Embarcadero. If issues with submerged vehicles occur, we implement additional no-ride zones and dispatch extra ground patrols in the area. Vehicle sensors relay damage and maintenance needs in real-time, including "in-peril" alerts for suspected submerged vehicles. In-house specialists, trained by environmental consultants on best practices, follow our standardized operating procedure to safely retrieve submerged vehicles. If submerged 10+ feet or logistical challenges render retrieval unsafe, we hire local environmental consultants such as Parker Diving Service in Marin and Power Engineering & Construction Co. in Alameda to oversee the removal with a resolution time of five days or less. Our enclosed batteries (IP68-rated) are vacuum sealed and can remain submerged more than 2x as deep as other off the shelf scooter batteries for extended periods more than 4x as long as the nearest other scooter battery in the industry, protecting the city's waterways from contamination or pollution.

## H. Hiring and Labor Plan

1): Our staffing plan takes into account our experience operating in San Francisco, the expanded fleet size we hope to operate, the size of the service area, and the resources required to safely and efficiently deploy, rebalance, charge and maintain our proposed fleet to the highest standards. Scoot will expand our current locally based staff of W-2 employees and Fleet Managers (third-party logistics providers) to support our Powered Scooter Share program. Scoot will continue to utilize the City's First Source Hiring Program, and coordinate with other community-based organization hiring programs including but not limited to Success centers, Positive Resource Center, The Arc San Francisco, and Young Community Developers, i to encourage direct employment of qualified and economically disadvantaged San Franciscans through the City's numerous community workforce partners (see I.10.a). As we have done for the past several years, Scoot will continue to submit a quarterly report to SFMTA disclosing the number of employees, status (e.g., W-2, full-time/part-time) and compensation, along with the number and percent of direct hires, staffing agency hires, and independent contractor hires. Our staffing plan is as follows: **Operations Leadership (Senior Director, General Manager, Operations Manager, Operations Associates):** Oversee field and service location teams; liaise and actively engage with local stakeholders and broader community; 24-hour contact for SFMTA staff for all questions and concerns related to deployment, charging, rebalancing and fleet operations in the City. Employment Type: Full-time, in-house, W-2 / Number of Roles: 5. **Government Partnerships (Senior Manager, Associate, Communications and Events):** Engage and develop positive relationships with government and community stakeholders; build partnerships with local community-benefit organizations, businesses, nonprofits and advocacy groups; source, plan and execute community events/forums to engage and educate the community in Scoot's products and operations and respond to and mitigate local concerns as they arise. Employment Type: Full-time, in-house, W-2 / Number of Roles: 5. **Fleet Managers:** Provide logistics services for a fleet of Scoots, including block by block deployment, rebalancing and collection of scooters for charging, maintenance or repairs. Employment Type: Third-party logistics providers / 6 local, San Francisco-based businesses with approximately 35 team members (e.g., Blazing Saddles). **Service Center (Field Staff and Mechanics):** Deploy, maintain, clean and charge scooters at our San Francisco service center. Provide support (maintenance, IT, backend support) to Fleet Managers during open "office hours". drop-in hours. Employment Type: Full-time, in-house, W-2 / Number of Roles: 14. **Customer Service (Multilingual, Central Team):** Collect and help remediate requests from riders or the public. Employment Type: Full-time, in-house, W-2 / Number of Roles: 50+. 2). We do not use staffing agencies. We maintain a core team of W-2 employees to support the operation and maintenance of our San Francisco fleet as well as fleets in northern California cities, including San Jose and Sacramento. With San Francisco as the centralized hub for our operations in NorCal, we have grown our local team and created skilled, well-paying employment opportunities in the area. In San Francisco, Scoot will continue to work with Fleet Managers, locally owned and operated businesses and entrepreneurs,. We identify and recruit our Fleet Managers (third-party logistics providers) directly from the community, only execute contracts with applicants who are able to successfully demonstrate the ability to manage a portion of our fleet. Our Fleet Managers are known in their communities as forces for good, with reputations for hiring locally and going the extra mile to serve their neighbors. When we contract with a Fleet Manager, Scoot commits to providing long-term support and resources as well as initial guidance on operational setup and mandatory training. We have proven experience in developing strong Fleet Managers in San Francisco, including Blazing Saddles, a locally owned bicycle shop offering rentals and tours. Blazing Saddles manages a portion of our 1,000-vehicle fleet in San Francisco, charging, deploying, rebalancing and storing scooters with their bicycles. Blazing Saddles draws on their expertise with maintenance and repairs to ensure a well-maintained and sanitized Scoot fleet, particularly during this time of increased concern. The partnership has provided hundreds of thousands of dollars to Blazing Saddles, allowing them to maintain hours for their employees and keep their doors open throughout the pandemic. a). Our Fleet Management program, which complements our full-time W-2 employees, utilizes a revenue-sharing model, with Fleet Managers earning a percentage of revenue on each ride taken via the scooters they manage and by meeting city operational requirements. Fleet Managers are incentivized to provide safe and efficient operations in order to maximize rides and increase their overall revenue share. As an example, thus far Blazing Saddles, one of our Fleet Managers, has earned hundreds of thousands of dollars through this revenue-share model which has helped maintain pre-COVID-19 staffing levels. 3). Scoot's hiring has and will continue to comply with all state and local laws and fair and equitable hiring practices, as well as equal opportunity guidelines. Scoot is a proud equal employment opportunity employer. We welcome everyone regardless of race, color, religion, sexual

orientation, national origin, age, disability, veteran status, gender identity, or any other category under applicable law. Scoot is proud that 80% of our employees have lived in the Bay Area for 7+ years. At Scoot, we pay competitive, fair wages to local part-time and full-time staff. We believe cities are made stronger when families and individuals are connected with job opportunities that promote financial security and independence. Scoot has an established track record of working with City and County agencies and community-based partners around hiring and fair wages. We currently work with the following organizations to successfully recruit and hire team members: The Success Centers (supporting marginalized community members), Positive Resource Center (services for individuals affected by HIV/AIDS, substance use, or mental health issues), The Arc San Francisco (learning and achievement center for individuals with developmental disabilities), and United Playaz (violence prevention and youth development). To support a diverse and inclusive workforce, we provide training curated by national third parties EverFi and Paradigm for all of our hiring staff, focusing on the importance of recognizing and reducing unconscious bias in the hiring process. In the spirit of shared ownership, we believe all employees share a responsibility of integrating equality, diversity, and inclusion efforts across the company in an authentic way. Actions speak louder than words, and we want to ensure we're being accountable to our equality, diversity, and inclusion strategy and goals. This work is a business priority, and if we are asking to dedicate time, it should be part of an employee's performance evaluation. Scoot has introduced an Equality, Diversity and Inclusion (DEI) Objectives and Key Result (OKR) that all employees work towards following our most recent review cycle. Employee work in DEI will be measured and taken into account during the annual review process. Our recruitment team also works with organizations that specialize in connecting underrepresented candidates to jobs in the tech industry, such as Jopwell. It is important to us not just to hire locally, but to ensure we are offering jobs to the communities that need them most. We are proud of our track record of providing local employment and economic opportunities, especially for underserved communities. Our team is actively engaged with local workforce development organizations and job training and placement programs across San Francisco, including the City's First Source Hiring Program. Upon indication of a successful permit application, Scoot will share detailed job and employment descriptions and opportunities with this program and other similar organizations to recruit for our open positions. Scoot's operational jobs offer career-level opportunities and training to equip our team with the skills necessary to maintain our operations and develop expertise in the micromobility industry including but not limited to advanced mechanical skills, an understanding of KPIs and how to use data to drive operational decisions, training on how to recover and properly address stolen or submerged equipment. organization). **4).** Scoot provides Fleet Managers with a transparent, real-time data dashboard via an app to easily view their revenue sharing which is inclusive of earnings, costs and projections. Due to the revenue sharing model, Fleet managers do not receive an hourly wage. Fleet Managers receive weekly payments deposited directly into their account, along with a detailed report outlining their earnings. These payments can average between \$5,000-\$15,000 per week. **5).** **Staff Training:** Scoot provides employees with extensive mandatory training and professional development support, equipping them with transferable skills that lower barriers to enable future careers in technology and alternative transportation. First, we provide basic 1:1 in-person training to review specifics for the role. We complement this with mandatory online training through Dozuki, an online training platform where we maintain a substantial library of instructional videos and step-by-step guides. These include detailed tutorials on topics such as proper charging practices and repair instructions for every vehicle type and guidelines and best practices for redeployment, including ADA compliance and local parking rules. When someone joins our team, their work product is consistently reviewed by a more senior member of the team until the new team member's work regularly meets our standards for repairs and in-field tasks without supervision. Scoot also provides hands-on mentorship, partnering new employees with more senior members of our operations teams to provide additional support and training. At our Service Center, senior mechanics inspect and validate every repair via a mandatory "QA" step in our repair process, involving a full inspection of the vehicle and a test ride, and suggest areas for improvement when warranted. On the front lines of our business, Scoot's service centers are important places of innovation and learning. Any time we introduce a vehicle into the market, our teams undergo extensive required training to learn how to properly maintain, repair, and charge the new model. Our training platform has FAQs and chat features to allow our mechanics to share learnings across service centers, ask questions, and provide feedback to our headquarters. We assign staff mandatory online training reviews every year, or as needed, to ensure they maintain a high level of competence in their roles. **Fleet Manager Training:** During onboarding, Fleet Managers undergo mandatory in-person, one-on-one training with our local leadership team and with our Service Center Associate. In-depth and granular training modules cover a review of the app, backend software, processes and

equipment, maintenance procedures, sanitization protocols and best practices for deployment and charging. Sessions include thorough, Scoot-specific trainings with our qualified mechanics and must be completed before Fleet Managers conduct any repairs on our vehicles. Once training is complete, the local team audits repair quality to ensure vehicles are properly repaired. In addition to hands-on instruction and weekly Office Hours provided by our local service center mechanics, Fleet Managers have access to a large library of digital resources, through which they can find additional trainings, demos, step-by-step guides, tutorials, chat boards and answers to FAQs. Scoot also regularly offers virtual Masterclasses, providing deep dives into specific subject areas, such as the proper process for submerged vehicle recoveries and mastering rebalancing techniques, for small groups of Fleet Managers and individualized support to optimize their fleet and maintain operations at the highest standards. Finally, senior Scoot mechanics conduct regular monthly visits to the Fleet Managers' location to consult on difficult repairs and review best practices. Our focus ensures resources for our Fleet Managers are available in as many formats as possible to suit diverse learning styles and languages. Training resources are multilingual and include both digital and physical, written and video, and all ADA accessible. We also provide periodic "pop-quizzes" to ensure knowledge is learned and retained in trainings. 6). Scoot prioritizes labor harmony across our operations, working closely with our in-house teams and Fleet Managers to maintain consistent distribution, operations and maintenance at the highest standard. Job satisfaction is a priority. In addition to paying our staff competitive wages, providing benefits including but not limited to paid vacation, medical, dental, vision, and parental leave, unlimited ride credits, and offering stock options, we provide clear pathways for success and career development and ongoing education. Scoot also fosters a safe and stable work environment by creating individualized work plans that emphasize flexibility and understanding of the unique challenges our staff may face, especially during covid. In addition, we commit to maintaining open and active levels of communication between management, our field staff and Fleet Managers to ensure issues are flagged early and individuals are engaged in resolution. Careful consideration is given to scheduling, ad hoc deployment and contingency planning to ensure consistent distribution, operation and maintenance. This is accomplished, in large part, through open lines of communication between those providing services, the Scoot community (including non-rider community members), and Scoot's in-house teams. We also uphold workplace standards related to employee safety as outlined in OSHA rules and through the established and supervised programs for the education and training of managers and employees in the recognition, avoidance and prevention of unsafe conditions in employment. Our San Francisco Service Center staff operate over three 8.5-hour shifts: early morning through early afternoon, early afternoon through late evening, and late evening through early morning. This schedule gives us 24-hour coverage, allowing flexibility for distribution, operation and maintenance activities during the most productive and least disruptive times of day. For our Fleet Managers, we use a Program Charter to clearly establish contractual KPIs and SLAs aligned with local regulations, applicable laws, and metrics related to operational excellence, maintenance, charging and deployments. The Charter is tailored to meet the unique structure of San Francisco's scooter program and is signed by all Fleet Managers upon onboarding. Scoot relies on technology and data to make calculated decisions about its field operations, including when, where and how to deploy personnel. Additionally, we prioritize engaging staff and Fleet Managers from communities where vehicles are deployed to ensure consistent distribution (with minimal environmental impact) and that we are hiring based on the demand of our operations. Scoot recognizes the rights of employees to organize and join unions, pursuant to the National Labor Relations Act. Scoot further recognizes the SFMTA's position that the businesses to which it issues permits must maintain labor harmony with related unions, so that operations are not inhibited or disruptive to the general public, and will notify the SFMTA of any changes made to its labor harmony plan during the permit period. Scoot will also continue to: *Abide by applicable law and act in a good faith manner in the case that its employees decide to organize or join a union; when necessary, meet with an applicable union to discuss and resolve any potential issues or disputes relating to the operations of Scoot and its employees for the purpose of avoiding handbilling, picketing and other demonstrative conduct that could lead to labor disharmony; and; when necessary, take appropriate legal action that would require an applicable union to engage in any demonstrative conduct in a peaceful manner that does not disrupt the general public, and seek an injunction when necessary if such conduct violates applicable law.*

## I. Community Engagement Plan

Since Scoot opened our first Service Center in the SoMa West area of San Francisco in 2012, community engagement has been at the heart of our mission. Whether hosting a learn-to-ride event at Sunday Streets in the Excelsior or volunteering with the San Francisco Firefighters Toy Program on its annual Holiday Toy Drive, the Scoot team is committed to positively contributing to the San Francisco community beyond providing safe, sustainable and equitable transportation. Scoot's Community Engagement Plan for 2021 builds upon the established relationships we have developed over the past nine years while serving San Francisco and its diverse neighborhoods. The plan prioritizes ongoing, consistent dialogue and feedback loops to help us action input from the community and improve our service and products in the immediate and longer term. For example, our ongoing relationship with Economic Development on Third (E-DOT) helped us establish relationships with businesses up and down the Bayview district business corridor. E-DOT even suggested scooter deployment locations and quantities. We are proud to be a trusted community partner and value the open dialogue we continue to nurture with city residents, businesses and nonprofit organizations. Over the past nine years, we have conducted 1,500+ community engagement events and plan to continue our robust outreach and engagement. Our plan is as follows:

1) Scoot is committed to continuing and expanding mobility justice goals in San Francisco, working in partnership with low-income communities, communities of color, and other historically marginalized groups to offer a truly accessible, equitable and affordable transit option that helps level the mobility playing field. We believe if operators are serious about making good on micromobility's promise, it is critical we bring diverse voices into the conversation both within our own organizations and the communities we serve. Scoot's Social Responsibility Commitment lays the foundation for our internal efforts, including diversifying our board based on race, gender and experience with an emphasis on recruiting from the Black Indigenous and People of Color (BIPOC) and other underrepresented communities; restructuring our hiring process across all levels to mitigate bias and ensure more diversity; auditing both existing and future vendors to identify where we need to diversify, including calling out and/or ending contracts with vendors who do not support our values; and, providing mandatory live Inclusive Leadership and Inclusive Culture training sessions for all team members. Recently, we welcomed Racquel Russell, former Deputy Assistant for Urban Affairs and Economic Mobility for President Obama to our Board of Directors. Scoot is also working on the national stage to foster industry-wide conversations around strategies that center equity within our e-transit ecosystems. In November 2020, our parent company sponsored and participated in the National E-Mobility Equity conference, presented by EVNoire, a national award-winning organization that focuses on best practices for e-mobility, transportation, energy and environmental equity. In September 2019, Scoot hosted a micromobility Safety Policy Roundtable comprised of more than 30 local leaders representing city government, community advocacy organizations, law enforcement, medical institutions and more. Early this month, we hosted a micromobility safety roundtable at Scoot's San Francisco headquarters, bringing together 30 leading Bay Area medical professionals, researchers, city agency representatives, and advocates. The purpose of this working session was to gain a better, more data-based understanding of the safety risks and benefits associated with the growing use of shared scooters and e-bikes, and to identify new, actionable crash-prevention policies. The key narrative that emerged was that infrastructure is crucial to safety and that evolving infrastructure quickly is possible. One of our guests, Vignesh Swaminathan, PE of Crossroad Lab, played a large part in reminding us that this is indeed possible. In the meantime, we continue to explore local transit justice initiatives by participating responsively in designated stakeholder meetings and forums. Examples include: Walk SF's Vision Zero Update and Planning meeting, Tenderloin Town Hall Meeting with Supervisor Matt Haney, SFMTA Multimodal Access Action Committee Meetings, and a UC Davis Panel Discussion with SFMTA's Adrian Leung on issues of access and equity around shared mobility. Scoot's team in San Francisco is also committed to centering the city's diverse communities in our operations through robust community engagement and employment opportunities (see I.10.a, page 57). Scoot will host another (virtual) conference in 2021 to bring together local leaders and organizations working on mobility justice in San Francisco, such as San Francisco Bike Coalition, SF Transit Riders, SF Transit Justice Coalition and Chinatown Community Development Center, to facilitate a conversation on strategies and best practices for moving mobility justice forward in the city, and to better understand the role operators like Scoot can play in these efforts. In late 2019, we partnered with the San Francisco Transit Justice Coalition on an MOU focusing on employment development, community engagement and investment in underserved neighborhoods throughout the city. While the project is currently on hold due to COVID-19, we plan to resume the process this spring. We also continue to prioritize engagement in the city's low-income communities (see C.1, page 31) and support community-scale decision-making through initiatives like

our Request a Bike Rack campaign, which encourages riders to submit suggestions for bike rack locations to SFMTA to ensure equitable access to our service in their neighborhood. Over the past year at our Community Connect Events, we invited community members to a local business for food, drink and a discussion about transportation and shared mobility. These events are held in culturally diverse neighborhoods such as the Bayview, Excelsior, Fillmore and Western Addition, and we plan to continue organizing these events should we be awarded a permit to continue operating. **2)** With nearly half of San Franciscans speaking a language other than English at home, multilingual services are essential to provide universal access to our scooters. Our website, call center and mobile application are available in 36 languages, including: Arabic, Bengali, Catalan, Chinese (Mandarin, Cantonese and Taiwanese), Czech, Danish, Dutch, English, Farsi, Finnish, French, German, Greek, Gujarati, Haitian Creole, Hebrew, Hindi, Hungarian, Italian, Korean, Norwegian (Norsk Bokmål), Panjabi, Polish, Portuguese (Brazil), Portuguese (Portugal), Russian, Somali, Spanish, Swedish, Tagalog, Tamil, Turkish, Urdu and Vietnamese. We also commit to making our website and will continue to have all community outreach materials available in additional languages, as specified by the SFMTA. Our website, call center and mobile application are available 24 hours a day, seven days a week. Scoot will continue to conduct outreach events in multiple languages such as Spanish and Tagalog. Additionally, we will use data from any inbound requests to further refine our strategy and outreach to ensure we are meeting the community needs. **3)** Scoot communicates with riders routinely, providing updates on topics that include: safety rules, events, local rules, pricing changes, service areas, updates on devices, operations, membership programs and opportunities to receive rider credits, and other incentives. Scoot sends riders communications every fifth ride, or four times a month for frequent riders. We increase the cadence of our communication if we have important updates. For example, when Scoot expanded its service area in 2019, we announced it via blog, an email to riders and through our social media channels in multiple languages. Below are the tools we use to implement our communications strategy with riders. **In-App:** Through a combination of banners, pop-up notifications, map design, and a local rules section, Scoot provides in-app updates to riders. Examples of information provided include road closures related to special events, pricing changes, safety guidelines and reminders on proper parking and riding behavior. **Email Communications:** Scoot engages riders through email on topics such as membership opportunities for frequent riders, safety tips, rider surveys and service area updates as well as bike rack location recommendations. **Social Media:** Scoot has an active presence on social media, including Twitter and Instagram (@ScootNetworks). Content is tailored for specific cities to provide riders with information on events and rider safety engagement opportunities. Updates pertinent to San Francisco will be posted on social media, per SFMTA's requirements. **Events:** Scoot has a dedicated community engagement team in San Francisco, which allows in-person access for riders to get information on safe scooter use, free helmets, pricing and services areas, among other topics. **Website:** Scoot's website offers comprehensive information and will include a searchable service change updates page, along with a browsable record of all previous updates. **Hang Tags:** Scoot will provide service changes to riders via hang tags, small 4" x 6" flyers made from recyclable paper attached to the handlebar using a standard zip tie. Hang tags will be multilingual. **4)** Scoot will maintain an easily accessible public online forum on our website (<https://scoot.co/>) for community feedback concerns and reporting complaints in a searchable database format that will be regularly monitored and addressed by our team. We will log program changes and community feedback we receive in the formats designated by the SFMTA. The tool will also feature a convenient intake form for the public to report problems related to scooter riding and parking. Scoot will highlight the online forum, which will be moderated by Bob Walsh, Sr. Manager, Government Partnerships and Jasmine Wallsmith, Sr. Manager, Communications, on our social media channels, through in-app notifications, and at community engagement events. We commit to using the forum as a means to foster positive exchange between the Scoot team and the communities we serve across San Francisco. We will monitor and track all community feedback we receive - as well as our responses - in the database format as designated by and shared with SFMTA. **5)** Scoot has and will continue to outreach to and engage with disability organizations such as the Dr. George W. Davis Senior Center, LightHouse for the Blind and Visually Impaired, Senior and Disability Action across San Francisco. We will regularly attend and present at meetings such as the SFMTA's Multimodal Accessibility Advisory Committee's monthly meetings and Senior and Disability Action meetings on at least a quarterly basis, as well as host semi-annual Scoot product demo and feedback sessions with disability groups. Since winning the first shared electric scooter permit in 2018, Scoot's engagement activities have focused on listening to the community feedback on our service and actioning this feedback. For example, in response to concerns raised to us by senior citizens in Chinatown, an area of the city with very narrow sidewalks that are not suitable for scooter parking, we geofenced the area bordered by Bush, Kearney,



Powell and Broadway—approximately 35 city blocks—so riders could only pass through the community on the street and prohibited parking in the community in an attempt to keep precious sidewalk space clear for the community. Building on our engagement learnings, we will continue to host quarterly feedback sessions with a variety of groups representing the diverse disability community in San Francisco. Rather than keeping the groups separate and distinct from one another in these activities, moving forward we will look to bring them together to help build additional connections between groups across the city. We will also form an Accessibility Community Board with key leaders from the disability community to help refine the rollout of our on-demand adaptive fleet, Complementary Adaptive program and future vehicle innovations—ensuring the programs we develop are centered around community voices. For more information on our engagement strategies, please see our Complementary Adaptive Scooter Plan on page 40.

6) Scoot is a community-first service, and we believe micromobility can be a positive force for all in San Francisco, regardless of whether they ride or want to ride our vehicles. We will continue to prioritize equitable outreach, focusing on low-income communities like Visitacion Valley, Bayview-Hunters Point, The Mission, Western Addition, and Excelsior, where residents have historically been marginalized and where many struggle with limited transit access, job displacement and lack of health services; all of which has been exacerbated by the pandemic. As part of these efforts, Scoot has held numerous Community Connect Events in these neighborhoods and throughout the City, including Dog Patch, Bayview, and Excelsior. These free events are held in the evening and are open to everyone. We engage the community by presenting our service, soliciting feedback, and offering free on-site scooter rides and safety training. We also provide food and beverages that we purchase from local restaurants. Scoot understands shared mobility is just one part of the transportation solution for a given neighborhood and regularly attends neighborhood and merchant meetings throughout San Francisco to learn how our service impacts non-users, strengthen our community ties, and ensure we remain a trusted and engaged community partner. In late 2019 Scoot hosted a Safety Roundtable at our San Francisco HQ on Howard Street attended by local experts and leaders throughout the Bay area including Megan Weir MPH, co-chair SF Vision Zero Task Force, Rebecca Plevin MD with the Vision Zero Injury Prevention Research Collaborative, San Francisco Police Captain Daniel Perea, Ryan Russo, Director of OakDOT, Dave Campbell, Advocacy Director with Bike East Bay and Professor Kevin Fang from Sonoma State University. We are also exploring partnerships with InstaCart to help inform and train drivers on best practices during delivery windows. In 2021, Scoot commits to hosting six Community Connect Events, covering every neighborhood we serve. In addition, we will continue to attend local meetings of all types to not only promote shared mobility but to also support our neighbors' larger transit and livability goals.

7) Scoot commits to continuing to provide an easily navigable online annotated record of community engagement efforts on our public-facing website in the form of a searchable log of meetings and non-traditional outreach formats with agendas, discussion notes and comments from community stakeholders, specifically about unmet needs, along with explanation of how our team responded. This record will be updated monthly and will provide transparency to community stakeholders regarding how our operations and outreach efforts change and respond to expressed needs and feedback. In addition, Scoot will continue to keep, and provide to the SFMTA on a monthly basis, a record of all public feedback received in a manner as determined by the SFMTA with a specified format to be transmitted to the Permittee via email prior to permit issuance. Additionally, we will take nominations from the community on different types of events to have, where to have them and when to have them.

8) Below is a list of key staff members with community engagement responsibilities for Scoot in San Francisco which specifically adheres to the requirements as laid out in Appendix 3 including relevant experience and proof of established relationships: **Bob Walsh, Senior Manager, Government Partnerships:** Born and raised in San Francisco, Bob is responsible for public and government relations as well as Community Engagement at Scoot, including working directly with elected government officials, community leaders, neighborhood and merchant associations, advocacy groups and more. **Jasmine Wallsmith, Senior Manager, Communications and Events:** Jasmine manages Scoot's presence across San Francisco, from our local blog and social media channels to local events and conferences. Over the last four years, she has organized and run hundreds of events with an emphasis on community engagement. **Maria Laposata, General Manager, Operations & Engagement:** Maria is responsible for operations throughout NorCal, ensuring we are delivering on our commitments to cities and riders, including engagement with the community. **Trevor Larson, Senior Associate, Operations & Engagement:** Trevor manages day-to-day operations in San Francisco, overseeing the warehouse and field teams as well as helping to organize community engagement events. **Tim Harter, Director, Government Partnerships:** Tim oversees Scoot's public and government relations and community engagement strategy across the NorCal region, including San Francisco. **Future Engagement:** Scoot will work with neighborhood leaders to

identify community-based organizations with whom we can partner to further engage the broader neighborhood community members.

Following is a partial list of geographically and culturally diverse community leaders, organizations, elected officials, and government agencies with whom we have met, listened and gathered feedback from as part of our community engagement and outreach efforts and will continue to actively engage with in the future:

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

Partnering Organizations (12): Young Community Developers (Bayview), Chinatown CCDC, SF Bicycle Coalition, Transform, Positive Resource Center, Sunday Streets, Urban Education Academy, Success Centers, Walk SF, People Protected, Renaissance Centers, and Tenderloin Neighborhood Development Corporation (TNDC).

Advocacy Organizations (18): Bay Area Alt Car Expo, Bay View Community Planning, Bay.org/Eco Center, Bayview Hunters Point CAC, Chinatown Community Development Center, Coalition for Adequate Review, Economic Development on Third (EDoT), Excelsior Action Group, Housing Rights Committee of San Francisco, Martin Luther Tower, Mission Local, Our Mission: No Eviction, People Protected, SF Bike Coalition, San Francisco Tenants Union, TRIP Chinatown, Walk MS, Wild Equity Institute.

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

Community Benefit Organizations (40): 100% College Prep, 3rd Street Youth Clinic, ACT-SF, APRI, Asian Pacific American Community Center, BRITE, BVOH, Bayview Senior Services, Bayview YMCA, Bernal East Design Review, Bernal Heights Housing Corporation, B'MAGIC, Calle 24 Latino Cultural District, Causa Justa, Chinese Progressive Action Fund, City of Dreams, College Track, Community Design Center, Community Leadership Alliance, Community Tenants Association, Community Youth Center, EqualitySF, Eureka Valley Trails/Art Network, Goodwill Industries, Hunters Point Family, KIPP Bay Area, Livable City, Mission Economic Development Association, Native American Health Center, Nextdoor in Little Hollywood, PODER, Positive Resource Center, Richmond Neighborhood Center, Samoan Development Centre, Shafter Avenue Community Club, South of Market Community Action Network (SOMCAN), St. Paul of the Shipwreck Church, Sunday Streets, Urban Education Academy, Wise Health, Young Community Developers.

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

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

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

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

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

Neighborhood and Merchant Associations (30): Bayview Heights Neighborhood Association, Bayview Hill Neighborhood Association, Bayview Merchants Association, Bernal Heights NDRB, Bernal Heights Preservation, Bernal Heights South Slope Organization, Calle 24, Castro Merchants Association, Coleridge St. Neighbors, D11 Council, Diamond Heights Community Association, Diamond Heights Homeowners Association (DHHOA), Friends of Upper Douglass Dog Park, Glen Park Neighborhood Association, Greater West Portal Neighborhood Association, India Basin Neighborhood Association, Inner Sunset Neighborhood Association, Merchants of Butchertown, NEMNA (Northeast Mission Neighborhood Association), New Mission Terrace Improvement Association (NMTIA), OMI Neighbors in Action, Outer Mission Residents Association, Portola Neighborhood Association, Portola Place Homeowners Association, Potrero Hill Neighbors/Save the Hill, SoMa Neighborhood Association, Sunnyside Tenant Association, Twin Peaks Eastside Neighborhood Alliance (TPENA), West of Twin Peaks Central Council, Western

Addition Neighborhood Association. **9)** Considering language needs, cultural heritage, community sensibilities and the unique cultural landscapes of communities of concern and districts in the city, Scoot developed a robust, community-focused and culturally sensitive marketing, outreach and engagement plan. As part of these efforts, Scoot translated marketing and sign-up materials into Spanish, Chinese and Tagalog. We will also continue to hire multilingual representatives and ensure our local field staff are linguistically and culturally competent within the communities we serve. Scoot plans to assemble a culture-sensitivity advisory board to ensure our efforts remain aligned with the communities we serve. **Marketing and Advertising:** Scoot will conduct the following marketing and advertising activities for educational and safety information to support the 2021 SFMTA Powered Scooter Share Program, working with community partners and members of diverse press to ensure that our efforts are culturally sensitive, relevant and effectively engaging a wide range of San Francisco residents. Examples of our past marketing and advertising efforts include hosting an International Women's Day Ride; a pledge Ride which raised funds for Urban Education Academy to help eliminate the achievement gap in education; hosting a booth at the Sunday Streets in the Tenderloin in 2019. In 2020, we produced rainbow Scoots for pride month and promoted local LGBTQ businesses on our blog and social channels; we partnered with Our Streets, an app that crowdsources information to help course correct potential riding and parking issues; we offered free rides for teachers and promoted the initiative with SFUSD, and hosted a community day with SOMA West Community Benefit District (CBD). We know how important it is to represent all of San Francisco, and we are eager to continue our efforts in 2021 and 2022. Example multilingual outreach methods include: **Local Diverse Press Advertising:** Sing Tao Daily, World Journal, The Epoch Times, San Francisco Bay View, Bay Area Reporter. **Multilingual Digital Advertising:** Ethnic press and digital influencer engagement, with a focus on multilingual communities. **Program Specific In-App Banners:** Appear in riders' preferred language used for app. **Hang Tags:** With multilingual instructions and promotional codes on vehicles. **Flyers:** Multilingual materials distributed in libraries, community centers and local organizations that educate all riders and non riders about our service. **Digital channels** such as email, social media, our blog and website that has key information and marketing efforts available in all languages recognized by SFMTA, including Spanish, Chinese and Tagalog. See our Education and Outreach Plan Timeline in Exhibit K page 112.

**Community Events & Acknowledgements:** In 2020, Scoot honored Pride with limited-edition rainbow scooters. During the month of June, we offered rider promos and highlighted local LGBTQ-owned small businesses like Pentacle Coffee and Oros Gallery via the Scoot app, our social media channels and [blog](#). Given the lift this gave to the local community, we will host and expand similar programs in '21 and '22, working with community leaders to help Scoot reflect and celebrate the unique cultural landscapes of San Francisco. Specifically, Scoot will partner with the community to crowdsource unique scooter sleeve designs that recognize and celebrate important cultural events: Dia de Los Muertos, Black History Month, Juneteenth, Chinese Lunar New Year and Asian Heritage Month. As an example, we will work with the Chinatown Community Development Center to launch a sleeve design competition celebrating Lunar New Year. The winning design will be featured on our scooters throughout February.

**Event Sponsorships:** Scoot will continue to support local cultural events across San Francisco and engage in sponsorship opportunities to raise awareness of our programs. In 2019, we supported BayviewLIVE, the only festival in San Francisco solely dedicated to urban arts and culture. The annual festival takes place in the African American Arts and Cultural District (in Bayview), one of seven City-designated cultural districts that celebrate and strengthen the unique identities of San Francisco's neighborhoods. This year we will expand our celebration of San Francisco's designated cultural districts—including Japantown Cultural District, Calle 24 Latino Cultural District (in the Mission), SoMa Pilipinas – Filipino Cultural District, Compton's Transgender Cultural District (in the Tenderloin), Leather and LGBTQ Cultural District (in the SoMa), African American Arts and Cultural District (in the Bayview), and Castro LGBTQ Cultural District—by supporting their efforts to preserve, strengthen and promote these cultural assets and diverse communities through sponsorships, event participation and community outreach. **10) a.** Over the last nine years, Scoot has cultivated a number of partnerships with workforce development nonprofits across San Francisco. We currently work with (and will continue to partner with) the following organizations, through which we have successfully recruited and hired nearly a dozen team members: The Success Centers (supporting marginalized community members), Positive Resource Center (services for individuals affected by HIV/AIDS, substance use, or mental health issues), The Arc San Francisco (learning and achievement center for individuals with developmental disabilities), and United Playaz (violence prevention and youth development organization). We plan to build off of this foundation and make future hires from these organizations. For more information on Scoot's local hiring practices, see I.10.a, page 57. **b.** The Scoot team meets with community-based organizations and affordable housing

developers on at least a quarterly basis including but not limited to Hope SF, TNDC, Positive Resource Center, The Arc San Francisco, Success Centers, Goodwill and the Salvation Army to raise awareness of the Scoot Community pricing program (see C.1, page 31), offer scooter safety courses (see E, page 42), and engage in one-on-one conversations to learn more about their transit needs as well as adjust and further tailor our service. For example, we are currently engaged with Hope SF, a cross-sector initiative working to transform the city's most distressed public housing sites into vibrant and healthy communities. We will partner to offer "learn to ride" events with free helmets and distribute flyers that raise awareness of transit options and how to access them at their developments, including the Alice Griffith development in the Candlestick Point area. Scoot will also host community meetings to educate residents on our service as well as sign up Community Plan members. And we will also seek feedback from SFMTA if there are particular groups or stakeholders with whom we should meet. **c.** To date, we have trained 4,000+ people through in-person classes and will look to continue expanding our training outreach through our own Safety School events in neighborhoods throughout the city (see E, page 42). Scoot also partners with community groups to bring our safety course to new audiences. This includes one-off events like the USF Health Fair and BayviewLIVE, and recurring events such as Sunday Streets, an open street program run by the nonprofit Liveable City that serves 100,000+ residents in diverse neighborhoods across San Francisco. We look forward to continuing and deepening these partnerships in 2021 and expanding our offerings further through collaborations with organizations like Hope SF. By working closely with Hope SF, we will offer a monthly in-person safety course in multiple languages, and we will expand these safety courses as determined by Hope SF. **d.** Scoot is a proud supporter of the arts and regularly sponsors events celebrating the diverse and vibrant cultures that make San Francisco so great and we plan to continue this commitment. In 2019, Scoot was a major sponsor for BayviewLIVE, a neighborhood celebration featuring local musicians, artists and food vendors. Our team hosted a booth at the event offering free scooter training and rides to all attendees. We commit to sponsoring events in each of the city's seven designated cultural districts including Japantown's Cherryblossom Festival and the Compton Transgender District Winter Festival, in addition to launching new partnerships showcasing the city's rich culture and arts scene. Our team is exploring partnership opportunities with local galleries such as Precita Eyes in the Mission District to host several how-to-ride safely engagements in tandem with an exploration of the neighborhood's celebrated murals. As part of our commitment to providing at least \$500,000 in discounts to San Francisco riders annually, we would be pleased to offer free or discounted rides to these events in order to drive attendance by providing a means of transportation to those who might not otherwise have access. **e.** As cities such as San Francisco continue to rebuild, recover and spur economic growth in the wake of COVID-19, a new study<sup>2</sup> from Emory University finds scooter programs drive significant consumer spending in cities. Scoot has a long standing relationship and works closely with a number of the city's merchant associations and small businesses, including Bayview Merchants Association, Merchants of Butchertown, and the Castro Merchants Association, to collect feedback on our service and ensure we maintain an open line of communication with San Francisco's business community. During COVID-19, we have remained connected through virtual events, including the recent Where to SF meeting hosted via Zoom that brought together the Balboa, Clement and Geary Merchant Associations to discuss local events and concerns across the three neighborhoods. Scoot also has partnerships with local nonprofits like Economic Development on Third—an organization committed to the success of the Third Street Corridor that is home to the largest concentration of Black-owned businesses in San Francisco—and works directly with local businesses to host our Connect Series and promote shop-local initiatives via our social media. For example, last year, we focused on highlighting LGBTQ-owned small businesses during Pride and Black-owned businesses during Juneteenth. Our latest planned initiative will provide free featured placement to local businesses within our in-app map to encourage local commerce, promoting San Francisco's vibrant network of healthy retail corridors as they seek to rebuild and recover from the pandemic. Riders open the Scoot app, and participating establishments will be clearly marked on the map using colored pins. The pins will expand to display pertinent business details such as an address, photos and contact information when tapped.

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<sup>2</sup> [https://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=3802082](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3802082)

## J. Experience and Qualifications

1). Scoot Rides, Inc. is a wholly owned subsidiary of Bird Rides, Inc. Bird's headquarters is located at 406 Broadway #369, Santa Monica, CA 90401-2314. Our local address is 1255 Howard St, San Francisco, CA 94103.

2). Atlanta, GA (Bird); Austin, TX (Bird); Chicago, IL (Bird); Los Angeles, CA (Bird); Miami, FL (Bird); Sacramento, CA (Bird); San Diego, CA (Bird); San Jose, CA (Bird); San Francisco (Scoot); Santa Monica, CA (Bird)

3). c) Due to COVID, fleet sizes have fluctuated across these cities over the last six months. As our cities continue to vaccinate the general public, we continue to scale fleets towards caps to meet demand as it increases. We have provided a range of average device availability in these cities. g). Atlanta, GA: Bird, Scoot's parent company, received a request to move a vehicle which was found on private property. This issue has been resolved. Los Angeles: Bird, Scoot's parent company, received a warning for going over the allotted vehicle amount in the Venice Special Operating Zone. We worked closely with LADOT to quickly rebalance vehicles out of the affected area. San Jose, CA: Bird, Scoot's parent company, received a verbal request to update data reporting. This issue has been resolved. Sacramento, CA: The City sent a request to operators to ensure all community engagement requirements are fulfilled before the end of the permit period. We are in the process of fulfilling this requirement. Washington, D.C.: DDOT sent a notice to Bird, Scoot's parent company, to ensure vehicles are no longer deployed between bus stop shelters and street curbs. This issue has been resolved.

Please see the chart below for answers to sections a); b); d); e); f); and h).

City	Legal Compliance	Pop.	Pop. density	dates of operation	Avg. daily active fleet size over last 6mo
San Francisco (Scoot)	Yes	874,961	17,246.40	10/15/2018 - Present	750-1000
Santa Monica	Yes	91,577	10,575	9/1/2017 - Present	750-850
Chicago	Yes	2,700,000	9,800	8/12/20 to 12/12/20	2,100-2,400 Fall of 2020
Los Angeles	Yes	3,967,000	7,009	12/1/2017 - Present	2,500-3,000
Atlanta	Yes	488,800	3,549/sq mi	5/3/18 - present	1320-1480
San Diego	Yes	1,410,000	4,381	1/25/2018 - Present	2,960-3,215
Austin	Yes	950,807	3,162.00	3/1/2018 - Present	2,000-2,600
Miami	Yes	454,279	13,286	4/1/2018 Present	680-744
Sacramento	Yes	500,930	5,342	2/24/2020-Present	670-730
San Jose	Yes	1,028,000	5,677	3/25/2018-Present	500-800

<b>City</b>	<b>How long operated 500 scooters?</b>	<b>Lock to</b>	<b>On Time Fee Payments</b>	<b>Contact</b>
<b>San Francisco (Scoot)</b>	10/15/2018 - Present	Yes	Yes	Sarah Hellman sarah.hellman2@sfmta.com 1 (415) 646-2336
<b>Santa Monica</b>	Sept 2017	No	Yes	Kyle Kozar kyle.kozar@smgov.net 310-458-2201 ext. 5769
<b>Chicago</b>	program ended 12/12/20	Yes	Yes	Sean Weidel Sean.Wiedel@cityofchicago.org 312-744-8182
<b>Los Angeles</b>	12/1/2017 - Present	No	Yes	Jarvis Murray jarvis.murray@lacity.org 213-972-8431
<b>Atlanta</b>	5/3/18 - present	No	Yes	Kemberli Sargent Ksargent@atlantaga.gov (404) 295-1675
<b>San Diego</b>	3/29/2018 - Present	No	Yes	Raquel Torres rtorres@sandiego.gov 619-446-5254
<b>Austin</b>	3/1/2018 - Present	No	yes	Joseph Al-hajeri Joseph.Al-Hajeri@austintexas.gov (512) 974-6528
<b>Miami</b>	1/16/20 - Present	No	Yes	Collin Worth CWorth@miamigov.com n/a
<b>Sacramento</b>	11/2020 - present	No	Yes	Valerie Hermanson VHermanson@cityofsacramento.org 916.808.6788
<b>San Jose</b>	3/25/2018- Present	No	Yes	Andrea Amador andrea.amador@sanjoseca.gov 408-975-3295

## K. Data-Sharing End Point

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

The internet address end point was emailed to [scootershare@sfmta.com](mailto:scootershare@sfmta.com) on March 31, 2021 date. [MTA currently has secure access to Scoot API end points as specified by agency-prescribed data standards for the current program, and an authentication token to access these endpoints has been shared with MTA staff. Scoot is proud to have technical staff work directly with the City staff for data needs, including triaging issues, identifying paths forward, and implementing solutions on a timely basis. Scoot has a strong history of proactively informing MTA about any issues that arise with operational data, and resolving them as quickly as possible. Scoot is committed to meeting MTA data requirements and to keeping MTA up to date on emerging technology and associated opportunities and risks in managing all private mobility operators. Scoot is strongly interested in promoting transportation literacy between our two organizations. This way, Scoot staff can continue to better understand how to be effective partners with MTA in delivering a world class mobility service for the San Francisco public, and MTA can learn more about how technology businesses like Scoot operate.

The endpoints are as follows:

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

[https://mds.bird.co/status\\_changes](https://mds.bird.co/status_changes)

## 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

### Privacy Policy

Please see below for a plain text version (and a searchable electronic format) of our Privacy Policy.

#### Privacy Policy

*Last Updated: January 1, 2020*

We are committed to providing you notice about how Bird Rides, Inc. and our affiliate and subsidiary companies, including but not limited to Scoot Rides, Inc. and the Circ family or companies (together, “Bird” or “we”, or “us”, or “our”) handle your information. This Bird Privacy Policy (the “Privacy Policy”) applies to the information, that we collect and process about users of our Services, and those who communicate with us about our Services, interact with us on social media, attend our events, participate in our surveys, contests and promotions, or are subscribed to our marketing and informational communications (the “Interactions”). In this Privacy Policy, “Services” means:

- Bird websites that link to this Privacy Policy, including any versions optimized for viewing on a mobile device (the “Sites”),
- Bird mobile applications (each an “App”),
- Bird vehicles (each a “Vehicle”), and
- the features and services available through our Sites, Apps and Vehicles

We have established this Privacy Policy to let you know the kinds of information we may gather during your use of the Services and related other Interactions, how we use your information, when we might disclose your information, and your rights and choices regarding your information that we collect and process.

Bird provides our Services to users throughout the world. Bird Rides Europe B.V. (located at Rokin 92, 1012KZ Amsterdam, The Netherlands) is the data controller for the personal data collected from users in the European Economic Area. For all other users, Bird Rides, Inc, 406 Broadway Ave #369 Santa Monica, CA 90401, USA is the responsible entity (or data controller) for your information.

This Privacy Policy contains the following sections:

- The Information We Collect
- Use and Processing of Information and EU Legal Bases
- Disclosure of Your Information
- Use of Cookies and Other Online Tracking Technologies
- Online Advertising
- How We Protect Your Information
- Retention of Your Information
- International Users
- Third-Party Links and Services
- Changes to this Privacy Policy
- Your Choices
- EU Data Subject Rights



- Privacy Information for California Residents
- Contact Information

## THE INFORMATION WE COLLECT

We collect information related to our Services and Interactions directly from users, automatically related to their use of the Services and our Interactions, as well as from third parties. We may combine the information we collect from these various sources.

**Information You Provide to Us.** We collect information directly from users:

- Account registration, management, profile creation and modification
- Account access and use, as well as uploading content to the Services and other associated activities
- Vehicle use
- Access to and use of the Sites and Apps
- Submission of payment information
- Event registration and attendance
- Participation in surveys, contests, sweepstakes and promotions sponsored by Bird
- Signing up to receive alerts or other information via email, text or instant messages from Bird
- Customer service, technical support, and related communications
- Participation in communities, commenting on blog entries, interacting with use on social media, and participation in other forums
- Submission of an application or resume to work at Bird

The types of information we collect directly from you are: your name, e-mail address, phone number, postal address, other contact information, credit card and billing details, including billing address, communications preferences, payment and transaction history, where required your birthdate and driver's license information or other identification card, and any other information you submit to the Services or otherwise provide to us. We also collect certain demographic data if you provide it to us including age, gender, preferred language, and current location.

**Automatically Collected Information.** We also collect information through automated and technical means as you browse our Sites, use our Apps, or otherwise use the Services:

- **Device and Online Usage.** We collect information about your computer, browser, mobile or other device that you use to access the Services. We may use cookies, pixels, log files and other similar technologies to collect such information, including IP address, device identifiers and other unique identifiers, browser type, browser language, operating system name, and version, device name and model, version, referring and exit pages, dates and times you access our Services, the length of time that you are logged into or using our Services, the links you click or features you use, software crash reports and session identification number. Please see the "Use of Cookies and Other Online Tracking Technologies" section below or our Cookie Notice for more information.
- **Location Info and Vehicle Usage.** We automatically collect and store location information from your device and from any Vehicles you use. We collect and store the location information (e.g., city, state or zip code where available) associated with the IP address of the device you use to access the Services, as well as, with your permission, your mobile device's location information using GPS or Bluetooth (you can change

your location/Bluetooth settings for your mobile device; however, certain features may not be available through the App if you do so).

- **Analytics:** We compile and analyze information derived from the use of our Services, such as aggregate usage patterns, user preferences, peak demand times, common routes and other information.

**Information We Collect From Third-Party Sources.** In some cases, we collect user information from third parties.

- **Third-Party Platforms and Social Media Sites.** When you interact with us or post content about us on third-party social media platforms—like Facebook, Twitter, Google+, Tumblr, LinkedIn, YouTube or Pinterest—we may collect certain information about that interaction; the information that we may collect is based on your settings on and the policies of these social media platforms. We may also allow you to post certain information from these platforms to your Bird profile, and permit you to login to the Services using your third-party social media account, in which case you will be asked to consent to our access and collection of certain information from your social media profile, subject to the policies of that platform.
- **Other Third-Party Sources.** We also may collect information about you that we may receive from business partners, marketers, analysts and other sources to enable us to verify and update information contained in our records and better customize the Services for you. We may also collect information from credit reporting agencies to determine your creditworthiness, credit score and credit usage, in compliance with and to the extent permitted by applicable laws.
- **Referrals.** We may from time to time conduct a referral service so that you may introduce people you know to our Services, in accordance with applicable local laws. If you choose to use our referral service to tell someone about our Services, we will provide you with a template message and referral code to send to your friend. We will not collect the referral's information unless he/she signs up to use the Services with the referral code.

## USE AND PROCESSING OF INFORMATION AND EU LEGAL BASES

We generally use the information we collect from and about you to provide and operate the Services, respond to user requests, for customer service and support, to protect our rights and those of others, to send marketing communications, to help us personalize user experiences and to improve the Services, as explained in more detail below.

**Legal Bases for Processing Under EU Law.** Where EU data protection law applies, we process your personal data as defined by applicable EU law for the purposes set out in the table below, under the following legal bases:

- *Our Contract With You.* Our processing is necessary to perform our obligations under a contract with you or to perform steps requested by you prior to entering into a contract with you (e.g., to verify the information you have provided to us and provide the Services to you).
- *Our Legitimate Interests.* Our processing is necessary for our legitimate interests, including to protect the security our Services; to protect the health and safety of others; to establish, protect and defend our legal rights and interests; to monitor and protect our Vehicles; to prevent fraud and verify identity and authorization of users; to personalize user experiences and content; to understand and analyze usage trends; and to improve the Services.
- *Legal Compliance.* Where our processing is required to comply with applicable law (for example, to maintain your payment transaction history for tax reporting purposes).
- *Your Consent.* When we have your consent as defined by applicable law.

In addition, we may process information to the extent necessary to protect the health, safety or vital interests of any person and to establish, protect and defend our legal rights.

**Purpose of Use and Processing.** Generally, we use the information we collect as set forth in the below table:

Purposes of Use and Processing of Information	EU Legal Bases
<p><i>Providing Support and Services</i>To provide and operate the Services and related features, fulfill your orders and requests and to process your paymentsTo update the ServicesTo track Vehicles, including location, battery levels and rental statusTo permit you to update, edit, and manage your contentTo communicate with you about your use of the Services and respond to your inquiries and complaintsFor troubleshooting, technical and customer service and support purposes</p>	<p><i>Our Contract with You</i> <i>Our Legitimate Interests</i> <i>Protect Legal Rights</i></p>
<p><i>Verification</i>To verify the identity of users, applicants and others with whom we interactTo confirm authorization of users that access and use the Services</p>	<p><i>Our Contract with You</i> <i>Our Legitimate Interests</i></p>
<p><i>Improve Services and Analytics</i>To create anonymous or aggregate informationTo optimize or improve our products, services and operationsTo perform statistical, demographic, and marketing analyses of our users, to analyze and understand usage and activity trends, demographic trends and for other research, analytical, and statistical purposes</p>	<p><i>Our Legitimate Interests</i></p>
<p><i>Communicate with You</i>To communicate with you about your account or transactions with us (including Services-related announcements) or your comments to a blog postTo communicate with you about changes to our policies</p>	<p><i>Our Contract with You</i> <i>Our Legitimate Interests</i> <i>Protect Legal Rights</i></p>
<p><i>Personalize Services and Ads</i>To personalize content and experiences on our Services, including providing you reports, recommendations, and feedback based on your preferences, and to use your location information for personalization purposesTo better target ads so that users receive ads that are relevant to them</p>	<p><i>Our Legitimate Interests</i> <i>Your Consent</i></p>

<p><i>Marketing and Promotions</i> To send you information, news, updates and offers about us or our Services (subject to your consent where required by applicable law) For other direct marketing and promotional purposes</p>	<p><i>Our Legitimate Interests</i> <i>Your Consent</i></p>
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<p><i>Protect Legal Rights and Prevent Misuse</i> To protect the Services and our business operations To detect, investigate, prevent or take action regarding illegal activities, misuse, suspected fraud or situations involving potential threats to the safety or legal rights of any person or entity, and as evidence in litigation To investigate, enforce and prevent violations of our policies and terms (including this Privacy Policy, our Terms of Use and Rental Agreement) As otherwise necessary to establish, protect and defend our legal rights</p>	<p><i>Our Legitimate Interests</i> <i>Our Contract With You</i> <i>Protect Legal Rights</i></p>
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<p><i>Complying with Legal Obligations</i> To comply with the law To respond to legal process or enforcement or legal process requests, e.g., in response to subpoenas, court orders and other lawful requests by regulators, courts and law enforcement agencies, or related to national security requests</p>	<p><i>Legal Compliance</i> <i>Our Legitimate Interests</i> <i>Protect Legal Rights</i></p>
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<p><i>General Business Operations</i> Where necessary for the administration of our general business, accounting, recordkeeping and legal functions As part of our routine business administration, such as employee training, compliance auditing and similar internal activities</p>	<p><i>Our Legitimate Interests</i> <i>Protect Legal Rights</i></p>
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## DISCLOSURE OF YOUR INFORMATION

We disclose the information we collect, in the following ways:

- **Affiliates and Subsidiaries.** Amongst our affiliated and subsidiary companies in furtherance of the purposes set out in this Policy; their use of your information is subject to this Privacy Policy.
- **Business Partners and Third Parties.** We may share your information with business partners who jointly sponsor events with us, from time to time; where required by applicable law, we will obtain your prior consent. You may at any time withdraw your consent or tell us to stop sharing your personal information (as defined under applicable law) with business partners and third parties by following the opt-out process described in the “Your Choices” section below. If you use the Services through a third-party platform that manages its own fleet of Bird vehicles, we will also share your information with the platform operator to assist in operating the Services.
- **Third-Party Service Providers.** We use a variety of third-party service providers that perform functions on our behalf, such as hosting, billing and payment processing, push notifications, storage, bandwidth, content management tools, analytics, customer service, fraud protection, etc.
- **General Business Operations.** Where necessary to the administration of our general business, accounting, record keeping and legal functions, to our tax advisors, legal counsel and other professional services entities or agents.

- **Legal Compliance and Protection of Rights.** We may also use or disclose information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on us or the Services; (b) establish, protect and defend our rights or property, the Services or our users, including to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Use, Rental Agreement, other agreements or policies, or as evidence in litigation in which we are involved; and (c) act under emergency circumstances to protect the personal safety of us, our affiliates, agents, or users of the Services or the public. This includes exchanging information with other companies and organizations for fraud protection.
- **Other Users.** Certain features of our Services make it possible for you to share comments publicly with other users. Any information that you submit through such features is not confidential and may be accessed by others. For example, if you submit a product review on one of our Sites, we may display your review (along with the name provided, if any) on other Bird Sites and on third-party websites. Moreover, if you provide a comment on our blog, other blog readers will be able to review your comments, and if you interact with us on our social media pages, your comments will be publicly available. So, please take care when using these features. If you'd like to request removal of information that we have posted about you, please contact us as set forth in the "Your Choices" section below.
- **Aggregate/Anonymous Information.** We may share aggregate/anonymous information about use of the Services with third parties for research, marketing, analytics and other purposes, provided such information does not identify a particular individual, such as by publishing a report on usage trends. The sharing of such data is unrestricted.
- **Business Transfers.** As we continue to develop our business, we may seek to 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 would likely be one of the transferred business assets. If such transfer is subject to additional mandatory restrictions under applicable laws, we will comply with such restrictions.

To request more information about the companies to whom we have disclosed your information, please contact us as set out in the "Contact Information" section.

## USE OF COOKIES AND OTHER ONLINE TRACKING TECHNOLOGIES

Like most Sites and Apps and online Services, we use "cookies," web beacons (a/k/a pixel tags), analytics devices and similar technologies (some of which are operated by third parties) to record your preferences, gather information about the use of our Services, personalize content and ads and track information about the performance of our advertisements. We may also use these technologies to monitor traffic and make the Services easier and/or more relevant for your use. We may combine this information with other information we collect from you.

**Cookies.** These are alphanumeric identifiers that we transfer to your device's hard drive through your web browser for record-keeping purposes and associate with small text files that we use to record certain information regarding your use of our online Services, your preferences and actions, and other device and usage data as described above. Some cookies allow us to make it easier for you to navigate our Sites, Apps, and Services, while others are used to enable a faster log-in process, personalize your use of the Services, or otherwise allow us to track your activities while using our Services. Many web browsers automatically accept cookies, but you can usually modify your browser's setting to decline or block cookies if you prefer. If you delete your cookies or if you set your browser or device to decline or block these technologies, some features of the Services may not work or may not work as designed.

Pixel tags (a/k/a web beacons or clear GIFs). Pixel tags are tiny graphics with a unique identifier, similar in function to cookies, which are embedded invisibly on web pages or within emails. We or our service providers may use pixel tags in connection with our Services to, among other things, track the activities of users of the Site and App, help manage content, measure ad performance and compile statistics about usage. We or our service providers also use pixel tags in HTML emails to our customers to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

Analytics Services. We use third-party analytics services, including Google Analytics, a web analytics service provided by Google, Inc. (“Google”), on our Services. Google Analytics uses cookies and other tracking technologies to help us analyze how users interact with and use the Services, compile reports on user’s activity, and provide other services related to activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring website or app. To learn more about Google’s analytics services and to learn how to opt out of tracking of analytics by Google click here. We also use MixPanel to collect information about site usage. For more information and to opt out of MixPanel tracking technologies, please click here.

For more information about our use of cookies, third-party analytics and other tracking devices, please see our Cookie Notice.

## ONLINE ADVERTISING

In order to display more relevant advertising on our Services, to manage our advertising on third-party sites, mobile apps and online services, and to measure and improve our ads and marketing efforts, we may work with Facebook, Google and other third-party ad companies, ad exchanges, channel partners, measurement services and ad networks. Please see the “Use of Cookies and Other Online Tracking Technologies” section below or our Cookie Notice for more information.

These third parties may use cookies, web beacons or other tracking technologies to collect information about your use of the Services and your activities across other websites and online services, which they may associate with persistent identifiers. This information may be used to provide you with more relevant advertising or other targeted content on our Services and other websites or services, and to measure the performance of such advertising. Their activities and your choices regarding their use of your information to personalize ads to you are subject to and set out in their own policies.

More Information. For more information and to exercise your choices regarding Facebook and Google ads:

Facebook (more info: [privacy policy](#); choices: [ad preferences page](#)), and

Google/DoubleClick (more info: [privacy policy](#); choices: [ads help page](#))

You can also learn more about online advertising at [www.aboutads.info/consumers](http://www.aboutads.info/consumers) and opt out of interest-based advertising from many participating ad companies at the ad industry websites below:

Canada: [www.youradchoices.ca](http://www.youradchoices.ca)

EU: [www.youronlinechoices.eu](http://www.youronlinechoices.eu)

U.S.: [www.aboutads.info](http://www.aboutads.info)

Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings. For more information about how to change these settings for Apple, Android or Windows devices, see:

Apple: <http://support.apple.com/kb/HT4228>

Android: <http://www.google.com/policies/technologies/ads/>

Windows: <http://choice.microsoft.com/en-US/opt-out>

Please note that opting-out of advertising network services does not mean that you will not receive advertising while using our Services or other services, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs.

**Do-Not-Track.** Your browser or device may include “Do-Not-Track” settings or functionality. Currently, our systems do not recognize browser “Do-Not-Track” requests. Bird’s information collection and disclosure practices, and the choices that we provide to customers, will continue to operate as described in this Privacy Policy, whether or not a Do-Not-Track signal is received. However, you may disable certain tracking on our Sites, as discussed in this section (e.g., by disabling cookies), and you may opt-out of certain third-party ad networks as described below. For more information about Do-Not-Track signals, please click [here](#).

## HOW WE PROTECT YOUR INFORMATION

We take technical, physical and organizational security measures 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. We encourage you to take steps to protect your information and prevent unauthorized access to your password or account by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. We are not responsible for any lost, stolen, or compromised passwords, or for any activity on your account via unauthorized password activity.

## RETENTION OF YOUR INFORMATION

We retain your information a for as long as required to satisfy the purpose for which it is collected and used (for example, for the time necessary for us to provide you with customer service, answer queries or resolve technical problems), unless a longer period is necessary for our legal obligations or to establish, protect, or defend legal claims.

## INTERNATIONAL USERS

Bird is a global company with affiliates, service providers and partners in multiple jurisdictions. As such, your information may be transferred, accessed, stored and otherwise processed by us and these third parties for the purposes described above, and subject to requests from law enforcement, in jurisdictions outside of your home jurisdiction, including the United States, Mexico and the European Economic Area and other jurisdictions in which we or our service providers operate. Some of these jurisdictions, including the United States, may not provide an equivalent level of data protection as your home jurisdiction. By providing us with your information, you acknowledge any such transfer, storage, or use. We will take steps to ensure that your information receives an adequate level of protection in the jurisdictions in which we process it, including through appropriate written data processing terms and/or data transfer agreements.

Individuals in the EEA. If you are located in the European Economic Area, where your information is processed by members of our group or third-party service providers and processors in a jurisdiction that the European Commission has deemed to not provide an adequate level of data protection (a “third country”), we will take appropriate measures to ensure your information is subject to adequate safeguards, such as by signing relevant EU standard contractual clauses approved by the European Commission (the form for these clauses can be found here) or another measure that has been approved by the European Commission as adducing adequate safeguards for the protection of information when transferred to a third country. If you are in the EEA, you have the right to obtain details about the mechanism under which your information is transferred to a third country. For more information about these transfer mechanisms, please contact us as set out in the “Contact Information” section below.

## THIRD-PARTY LINKS AND SERVICES

The Services contain links to third-party websites such as social media sites, and also contain third-party plug-ins and functionalities (such as the Facebook “like” button and Twitter “follow” button). If you choose to use these sites or features, 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. We are not responsible for the content or practices of those 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.

## CHANGES TO THIS PRIVACY POLICY

We reserve the right to amend this Privacy Policy at any time to reflect changes in the law, our data collection and use practices, the features of our Services, or advances in technology. We will make the revised Privacy Policy accessible through the Services and updating the “Effective Date” for the Privacy Policy. If we make a material change to the Privacy Policy, you will be provided with appropriate 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.

## YOUR CHOICES

If you would like to update your preferences on the types of communications you receive from us, or opt out of marketing communications from us, you may do so at any time by updating the communication preferences in your account profile. Please note that we may continue to send non-promotional communications such as important notices, payment confirmations and transaction-related emails and other information about your use of the Services. If you would like to opt-out of (i) marketing communications, or (ii) being included in any Custom Audience campaigns (see the “Online Advertising” section above for more information), you may also do so by emailing us your request at [privacy@bird.com](mailto:privacy@bird.com).

## EU DATA SUBJECT RIGHTS

Subject to applicable EU laws, you may have the following rights:

- To obtain access to and/or a copy of certain information we hold about you
- To obtain, in certain circumstances, a copy of certain information we of yours in a structured, commonly used and machine readable format, and to ask us to transfer this to a third party of your choice
- To request that we update your information we hold that is out of date or incorrect
- To request that we delete certain information we hold about you
- To request that we restrict the way we process and disclose certain of your information
- To revoke your consent for the processing of your information, to the extent our processing of your information is not based on another legal basis
- To object to certain processing of your information as follows:
  - right to object to direct marketing: you may object to our processing of your information for direct-marketing purposes (including any direct marketing processing based on profiling). See “Your Choices” above for more info.
  - right to object to processing (including profiling) based on legitimate interest grounds: in addition where we are relying upon our legitimate interests to process information, you may object to that processing. If you object, we must stop that processing unless we can demonstrate compelling legitimate grounds for the processing that override your interests, rights and freedoms, or we need to process the information for the establishment, exercise or defense of legal claims. We will consider each case on an individual basis.

You may exercise your rights or make a request regarding your information held by us, request further information about your legal rights under applicable law, or submit a complaint about our privacy practices by contacting us at any time, using the contact details set forth in the “Contact Information” section below. You may also access and modify much of the information that you have submitted by logging into your account and updating your profile. Please note that copies of information that you have updated, modified, or deleted may remain viewable in cached and archived pages of the Sites or Apps for a period of time. In addition, we may retain certain information about you as required by law or as permitted by law for legitimate business purposes. For example, if you request that we delete your information but we believe that you have violated our Terms of Use, we may retain information about you in order to attempt to resolve the issue before deleting it. Moreover, you will not be permitted to examine the information of any other person or entity.

We will consider all requests and provide our response within the time period stated by applicable law. We also may request you provide us with information necessary to confirm your identity before responding to your request.

**Complaints.** If applicable, you may make a complaint to the privacy regulator or 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.

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

### **Categories of personal information we collect**

Throughout this Policy, we discuss in detail the specific pieces of personal information we collect from and about our users. Under the CCPA, we are also required to provide you with the “categories” of personal information we collect. The categories we may collect are:

1. identifiers (such as name, address, email address);
2. commercial information (such as transaction data);
3. financial data (such as credit card information collected by our payment processors on our behalf);
4. internet or other network or device activity (such as browsing history or usage information);
5. geolocation information (e.g., your approximate location based on IP address, or precise location with your consent);
6. inference data about you (e.g., the additional services we think would be of most interest to you based on your interactions with us);
7. demographic information (such as gender and age);
8. insurance (including health insurance) information
9. other information that identifies or can be reasonably associated with you.

### **How we source, use, and share these categories of personal information**

We source, use, and share the categories of personal information we collect from and about you consistent with the various business purposes we discuss throughout this Policy. See the “Information We Collect,” “Use and Processing of Information and EU Legal Bases,” and “Disclosure of Your Information” section(s) above for more information.

Please note that the CCPA sets forth certain obligations for businesses that “sell” personal information to third parties. We do not engage in such activity and have not engaged in such activity in the past twelve months from the effective date of this Policy.

### **Your California Privacy Rights**

CCPA Rights Disclosure. If you are a California resident, the CCPA allows you to make certain requests about 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.
- Provide access to and/or a copy of certain personal information we hold about you.
- Delete certain personal information we have about you.
- Provide you with information about the financial incentives that we offer to you, if any.

The CCPA further provides you with the right to not be discriminated against (as provided for in applicable law) for exercising your rights. Please note that certain information may be exempt from such requests under California law. For example, we need certain information in order to provide the Services to you. We also will take reasonable steps to verify your identity before responding to a request. In doing so, we may ask you for verification information so that we can match at least two verification points with information we maintain in our files about you. If we are unable to verify you through this method, we shall have the right, but not the obligation, to request additional information from you. If you would like further information regarding your legal rights under California law or would like to exercise any of them, or if you are an authorized agent making a request on a California consumer's behalf, please contact us at <https://www.bird.co/california-access-deletion-web-form/> and [privacy@bird.co](mailto:privacy@bird.co).

California Shine the Light Disclosure. California Civil Code Section 1798.83 permits customers of Bird who are California residents to request certain information, once per year, regarding our disclosure of their personal information (as defined by California law) to third parties for their own direct marketing purposes, or in the alternative, that we provide a cost-free means for consumers to opt out of any such sharing. To opt out of future sharing for these purposes, please send an e-mail to [privacy@bird.co](mailto:privacy@bird.co).

## CONTACT INFORMATION

If you have any questions about this Privacy Policy, would like to exercise your rights regarding your information that we hold, or would like to raise a complaint with us related to your information, you should contact us as follows:

Privacy Team  
[privacy@bird.co](mailto:privacy@bird.co)  
+1-866-205-2442

## User Agreement

Please see below for a plain text version (and a searchable electronic format) of our User Agreement.

## Rental Agreement, Waiver of Liability and Release

*Effective Date: July 6, 2020*

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

In consideration of Your use of any of the Services (defined below) provided by Operator (defined below), Operator requires that You (“Rider,” “You,” or “Your”) (acting for all of Rider’s family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Rental Agreement, Waiver of Liability and Release (“Agreement”).

For purposes hereof, “Operator” shall mean Bird Rides, Inc. d/b/a Bird, or the applicable Bird subsidiary providing the Services, e.g., Scoot Rides, Inc.

The services provided by Operator include, among other things, (1) the rental and/or use of the electric vehicles it operates (whether owned or leased) (“Vehicle” or “Vehicles”), and (2) all other related equipment, support, services, and information provided or made available by Operator (collectively, the “Services”).

In addition, use of Services may require use of a mobile application (“App”) developed and owned by a provider of technology services (the “Technology Service Provider”). The App is subject to the Technology Services Provider’s Terms of Service, which you expressly agreed to when you signed up for the App. You further understand and agree that all personal information that is held by Technology Services Provider and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Technology Services Provider in accordance with its Privacy Policy.

Where Bird Rides, Inc. is the Technology Service Provider, please refer to its Privacy Policy located here: <http://bird.co/privacy>

You should CAREFULLY READ all terms and conditions before entering into this Agreement. Here is a partial list of some of the terms that Operator wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

- **THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW**
- You must end each ride on the App at the conclusion of the ride. If you fail to do so, You will continue to be charged. The maximum charge for a single trip under such circumstances is \$100 for 24 hours. For more details, please refer to Section 2.3 below.

- Upon conclusion of Your ride, the Vehicle must not be parked at a prohibited parking spot, i.e., unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space.
- All applicable laws and regulations (including, without limitation, those applicable to traffic, pedestrians, parking, and charging Vehicles) must be obeyed, including any helmet laws in Your area. See Section 1.7.
- You must promptly report any damaged or malfunctioning Vehicles to Operator via the App or e-mail.

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

## 1. GENERAL RENTAL AND USE OF VEHICLE.

**1.1 Rider is Sole User.** Operator and the Rider are the only parties to this Agreement. Except as expressly permitted by Bird under Section 1.17: (a) The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein; (b) You understand that when You activate a Vehicle, the Vehicle must be used only by You; and (c) You must not allow others to use a Vehicle that You have activated.

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

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

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

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

**1.6 Operating Area.** Rider agrees not to use, operate, and/or ride the Vehicle in any no-ride zone or outside permitted service areas, and further agrees not to move or transport the Vehicle except as expressly authorized by Operator.

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

**1.8 Prohibited Acts.** Rider agrees to the following:

- Operator recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, or impair safe operation of the Vehicle. If You choose to use such an item, You do so at your own peril; Operator recommends that You ensure the item fits snugly to Your body or is otherwise secured, and does not impede Your ability to operate the Vehicle safely.
- You must not place any objects on the handlebar of the Vehicle, such as backpacks or bags.
- While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely.
- You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely.
- You must not carry a second person or child on a Vehicle.
- You may only use locking mechanisms provided by Operator. You may not add another lock to the Vehicle or lock a Vehicle other than in accordance with Operator's instructions.
- The Vehicle must not be parked at a prohibited parking spot. The Vehicle cannot be parked on unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space. You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down.
- The Vehicle must be parked in a space that is visible, and in an upright position using the kickstand.

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

**1.10 Weight and Cargo Limits.** You must not exceed the maximum weight limit for the Vehicle.

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

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

- **YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE AUTOMOTIVE OR ANY OTHER INSURANCE THAT WOULD COVER ANY CLAIMS, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY.**

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

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

**1.13 Rider Responsibility for Vehicle Use and Damage.** Rider agrees to return the Vehicle to Operator in the same condition in which it was rented. Operator reserves the right to charge You for damage to the Vehicles caused by you or others (including any vandalism), water damage, or theft, up to the value of the Vehicle plus administrative and processing fees. Rider will not be responsible for normal wear and tear incurred in the ordinary use of the Vehicle.

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

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

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

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

**respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.**

**1.16 Mobile Device Requirements and Active Internet Connection.** Unless otherwise instructed by Operator in writing, to activate Services with the App, You must use a smartphone or any other (mobile) device that meets the technical requirements for and is compatible with the App. Certain functions of the App, such as the possibility to register with the Technology Services Provider, to unlock, rent and end the rental of the Vehicle require that the App has an active network connection. You are responsible for the availability and costs of Your mobile data communication services. You are also responsible for ensuring that Your mobile device has adequate battery capacity. Neither Operator nor Technology Services Provider shall be responsible if You are unable to unlock, use or end the ride of the Vehicle as a result of lost or interrupted network connection, mobile device malfunction, or depleted battery. You shall remain responsible for and Operator may charge You all costs (including rental fees) incurred until the ride is ended.

**1.17 Group Rides.** Operator and/or Technology Services Provider may permit You (“Host”) to activate multiple Vehicles for rental.

(a) Host obligations. The Host shall be jointly and severally liable for compliance with all terms and conditions of this Rental Agreement by all guest riders (“Guests”), for payment of all and other charges associated with such Vehicles, and for all claims, injuries or other damage caused or suffered by Guests. Host acknowledges and agrees that each Guest shall personally read and agree to this Agreement and the applicable Privacy Policy. In addition, Host shall certify that it has read and agrees to this Agreement and acknowledges its responsibilities and certifies that:

- All Guests are 18 years of age or older
- Host assumes full responsibility for damages and injuries caused by Host or Guest(s)
- One rider per Vehicle
- Host will pay for all of the rides using its account
- Host agrees to indemnify Operator, Technology Services Provider, and compensate any Guest for any bodily injuries
- Host has provided Guests with the opportunity to review this Agreement on its mobile device.
- Host agrees to be responsible for parking of all Vehicles; fees incurred as a result of bad parking may be passed onto Host.

(b) Guest Obligations. Prior to riding a Vehicle as a Guest, Guest shall enter its email address in the App and agree to all applicable terms and conditions of this Agreement.

## **2. PAYMENT AND FEES.**

**2.1 Fees.** Rider may use the Vehicle in accordance with the pricing described in the App, which may include a ride start fee, fees based on distance or time (with time rounded up to the nearest minute), and/or a required minimum fee. Pricing is subject to change. In each case, fees and other charges may include applicable taxes and other local government charges. You will be charged (through credit card, debit card, or another agreed payment method) the amount of the fees as described in this Agreement and the App, including any recurring payment you choose.



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

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

## **2.2 Referral and/or Promotional Codes.**

Operator may, in its sole discretion, create referral and/or promotional codes ("Promo Codes") that may be used for discounts or credits on Services or other features or benefits provided by Operator, subject to any additional terms that Operator establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, unless expressly permitted by Operator; (iii) may be disabled by Operator at any time for any reason without liability to Operator; (iv) may only be used pursuant to the specific terms that Operator establishes for such Promo Code (and to the extent applicable, the Technology Services Provider); (v) are not valid for cash; (vi) may be subject to quantity or value limits; and (vii) may expire prior to your use. Operator reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that it determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of this Agreement or specific terms applicable to such Promo Codes.

**2.3 Maximum Rental Time and Charges.** Rider agrees that Rider will deactivate the Vehicle rental within 24 hours of renting a Vehicle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of the length of any elapsed ride time. After return of the Vehicle, Rider will be charged the accumulated rental charges.

Rental time will be calculated from the moment of unlocking the Vehicle through the App until the Rider receives the confirmation through the App that the ride has been ended. If You end the ride incorrectly, this may result in the ride not being terminated. If the ride is not ended properly, the ride will continue and the Rider will continue to be charged. If you have technical issues terminating a ride for any reason, You should report this through the App immediately. Failure to report an issue in terminating a ride may result in continued charges.

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

**2.4 Valid Payment Method.** To be registered to use the Services, Rider must provide a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Rider represents and warrants to Operator that Rider is authorized to use any credit, debit or prepaid card or other payment method information Rider furnishes to Operator. By providing your payment method, You agree that Operator is authorized (through the Technology Services Provider and/or any third-party payment providers) to charge You for your ride

and any other fees incurred by Rider under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

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

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

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

**2.5 Pickup Fees.** If You are unable to return a Vehicle to a valid area (i.e., You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by Operator staff, Operator, at its sole discretion, may charge You a pickup fee. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all trip fees until the Vehicle is recovered and deactivated, plus a service charge to recover the Vehicle. Fees are subject to change.

### **3. ADDITIONAL TERMS OF USE.**

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

**3.2 Lost or Stolen Vehicle.** A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 24 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle moves more than 30 feet after a rental has ended and Operator believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Operator in its

reasonable, good faith determination that a Vehicle has been lost or stolen. Operator and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Operator in its reasonable, good faith determination. If Operator deems a Vehicle lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Operator's systems (including those provided by Technology Services Provider) is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to Operator immediately or as soon as possible.

**3.3 Helmets; Safety.** Riders shall comply with all applicable helmet laws and regulations. Operator recommends that all Riders wear a helmet meeting appropriate standards (Snell, CPSC, ANSI or ASTM approved, or meeting Federal Motor Vehicle Safety Standard No. 218 (49 C.F.R. Sec. 571.218), as applicable) that has been properly sized, fitted and fastened according to the manufacturer's instructions. **Operator and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear.** Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

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

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

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

**5. Confidentiality of Information; Privacy Policies.** You understand and agree that all personal information that is held by Operator (or shared with Operator by Technology Services Provider in accordance with its Privacy Policy) and that pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information, will be kept by Operator in accordance with its privacy policy.

**6. License to Image and Likeness.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional

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

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

**8. Choice of Law; Dispute Resolution.** Except as set forth in this paragraph 8 and paragraph 9, this Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Los Angeles, California. Interpretation and enforcement of paragraph 9, including Sections 9.1 to 9.7, shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq with respect to interpretation and enforcement of all provisions of this Agreement pertaining to arbitration.

## **9. Binding Arbitration and Class Action Waiver**

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

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

## **9.2 Binding Arbitration**

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration. The substantive law of the State of California shall govern the underlying dispute, but the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern the interpretation and

enforcement of all provisions of this Agreement pertaining to arbitration (Sections 9.1 to 9.7). The arbitration shall be administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions.

The arbitrator, 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 this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

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

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

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

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

**9.6 Right to Opt Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Bird Rides, Inc., 406 Broadway, #369, Santa Monica, California 90401. The notice must be sent within 30 days of your first use of the Service following the Effective Date of this Agreement, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. Exercising your right to opt out shall not affect the enforceability of any arbitration provisions in previous versions of this Agreement from which you did not opt out. If you opt-out of these arbitration provisions, Operator also will not be bound by them.

**9.7 Changes to this Section**

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

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

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

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

**12. Final Agreement; Modification by Operator.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. Except for Section 9, providing for binding arbitration and waiver of class action rights, Operator reserves the right, at its sole discretion, to modify or replace this Agreement at any time. The most current version of this Agreement will be posted on Operator's website. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to this Agreement, in Operator's sole discretion, is material, Operator will notify you by contacting you through the email address associated with your account or via the App. Use of the Services by you after any modification to this Agreement constitutes your acceptance of this Agreement as modified. Pricing terms set forth on the Website or App supersedes all pricing set forth in this Agreement.

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

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

#### **15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.**

**In exchange for Rider being allowed to use Services, Vehicles, and other equipment or related information provided by Operator, Rider agrees to fully release, indemnify, and hold harmless Operator, Technology Services Provider and all of its and their owners, managers, affiliates, employees, contractors, fleet management service**

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

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

To the fullest extent permitted by law, and as to Rider's use of any of the Services, Vehicles, App, or related equipment, Operator and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Services, Vehicles, App, and related equipment are provided "as is" and "as available," and Rider relies on them at Rider's own risk.

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

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

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

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



## **Addendum for Personal Rental Program**

The following terms apply with respect to the rental of Vehicles under the Personal Rental Program (“Personal Rentals”). With respect to Personal Rentals, the terms of this Addendum shall take priority over any inconsistent or contradictory terms in the Agreement. All other terms of the Agreement shall apply.

**General.** Under the Personal Rentals program, Operator may rent a Vehicle to You for Your personal use on an extended basis, such as on a weekly or monthly basis. Except as specified in this Addendum, You are responsible for the rented Vehicle during the entire Personal Rentals period, including safeguarding the Vehicle at all times, storing the Vehicle securely overnight and when not in use, and ensuring the Vehicle has adequate charge for Your use. As a Personal Rental, the Vehicle shall not be available for rent by other Riders. In addition, you may not use the Vehicle for commercial purposes without Operator’s consent.

**Availability.** The Personal Rentals program may only be available in select markets and for select time periods, in Operator’s discretion. Operator may suspend or terminate the program at any time.

**Delivery and Pickup.** The rented Vehicle will be delivered at a permissible designated location on an available delivery date that You request, subject to availability and weather conditions. For Vehicle pickup, You must place the Vehicle at a permissible designated location during available pickup dates in accordance with instructions provided to You. Upon return of the Vehicle, You will also be required to return any provided equipment such as power cords and locks. You shall be responsible for all costs associated with failure to return a Vehicle at the scheduled date and time and in the same condition it was delivered to you (ordinary wear and tear excepted), and for any failure to return all other equipment provided to you.

**Damage to Vehicles.** In addition to Your potential responsibility for damage to Vehicles in accordance with 1.13: You should report any damage, malfunction or other functional impairment of the Vehicle through the App. Operator will review the information you provide and may request additional information. After review, Operator may, in its discretion, offer to swap the Vehicle for another Vehicle or request return of the Vehicle, in which case it will schedule an appropriate drop-off and delivery time with You.

**Charging the Vehicle.** Notwithstanding Section 1.15, you are responsible for charging the Vehicle using a charging cord approved by Operator to ensure the Vehicle has adequate battery capacity for your intended use.

**Do not charge the vehicle when wet. If the vehicle becomes submerged in water or there is any risk of water intrusion into the battery, do not ride or charge the vehicle – report to Operator immediately.**

The following provision of Section 1.15 remains in effect:

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

**Fees.** Fees for Personal Rentals shall be as specified in the App and are non-refundable. Fees will be charged beginning on the date the Vehicle is delivered. Fees may continue on a recurring basis until cancelled or otherwise terminated.

**Maximum Rental Time.** Section 2.3 of the Agreement shall not apply to Personal Rentals.

**Lost or Stolen Vehicle.** Section 3.2 is hereby replaced with this paragraph. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned upon the expiration of the Personal Rentals term; or (b) Operator otherwise has reasonable basis to believe the Vehicle may be lost or stolen. If Operator deems a Vehicle lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate, including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees to report Vehicle disappearance or theft to Operator immediately or as soon as possible.

#### **FOR CALIFORNIA RIDERS:**

#### PROPOSITION 65 NOTICE



**WARNING:** This product can expose you to chemicals including chromium, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to: <http://www.p65warnings.ca.gov>.

#### **RIDER ACCEPTANCE OF AGREEMENT**

**I certify that I have read and expressly agree to the terms and conditions of Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.**

**I certify that I am the Rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.**

## Terms of Service

Please see below for a plain text version (and a searchable electronic format) of our Terms of Service.

### Terms of Service

*Last Changes to Terms of Service: March 13, 2019*

THESE TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS. ALSO, THESE TERMS SET FORTH SPECIFIC REMEDIES AVAILABLE TO YOU. PLEASE SEE SECTIONS 6 AND 18 TO LEARN MORE.

These Terms of Service govern your use of the Bird application, website and technology platform (the “Services”) provided by Bird Rides, Inc. (including any subsidiaries or affiliates of Bird Rides, Inc., collectively, “Bird”). Specifically, the Services include the Bird network of websites that link to these Terms of Service (including any versions optimized for viewing on a wireless or tablet device); email newsletters published or distributed by Bird; apps published by Bird, including the “Bird” mobile app; or any other services, interactive features, and communications made available by Bird, however accessed and/or used, that are operated by Bird, made available by Bird, or produced and maintained by Bird and its related companies. The foregoing Services may be used to access vehicle rental services (“Rental Services”) offered by Bird and/or third-party providers (“Platform Partners”).

BY USING OUR SERVICES, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SERVICES. WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS OF SERVICE FROM TIME TO TIME WITHOUT NOTICE, BUT WILL NOTIFY YOU OF ANY MATERIAL CHANGES. YOUR CONTINUED USE OF OUR SERVICES FOLLOWING THE POSTING OF OR NOTICE OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF USE WILL APPLY RETROACTIVELY. For Rental Services, you may also be required to execute a Rental Agreement, Waiver of Liability and Release or similar document between you and Bird or a Platform Partner. Any decision to accept Rental Services is made in your sole discretion.

This is a legal agreement between you (“you” or “user”) and Bird that states the material terms and conditions that govern your use of the Services. This agreement, together with all updates, supplements, additional terms, and all of Bird’s rules and policies collectively constitute this “Agreement” between you and Bird.

1. **Access License.** Bird grants you a limited, revocable, non-exclusive, non-transferable license to access and make use of the Services or its content. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, cookies, or similar data gathering and extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without Bird’s express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you.
2. **Copyright and Ownership.** All of the content featured or displayed on the Services, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations (“Content”), is owned by Bird, its licensors, vendors, agents and/or its Content providers. All elements of the Services, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services is being made available. Except as permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under the copyright laws, you are responsible for obtaining

permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services. The Services, Content and all related rights shall remain the exclusive property of Bird or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

3. **Trademarks/No Endorsement.** All trademarks, service marks and trade names of Bird used herein (including but not limited to: Bird name, Bird corporate logo, the Services design, and any names or logos of any Platform Partners) (collectively “Marks”) are trademarks or registered trademarks of Bird or its affiliates, partners, vendors, licensors or Platform Partners. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Marks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without Bird’s prior written consent. You shall not use Bird’s name or any language, pictures or symbols which could, in Bird’s judgment, imply Bird’s endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.
4. **Account Registration and Security.** You understand that you will need to create an account to have access to the Services, including Rental Services. You will: (a) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration, sign-in, or subscription page (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Bird has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bird has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). You are responsible for the security and confidentiality of your password and account. Furthermore, you are responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to log on to the Services using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Services. Bird’s collection, use, and disclosure of all data, including Registration Data is governed by Bird’s Privacy Policy, located at [Bird.co/privacy](http://Bird.co/privacy).

## 5. Payment Terms

### 5.1 Payment Method & Payments

You may be required to provide Bird with a valid credit card, debit card, or other payment account (“Payment Method”) in order to use certain Services, including Rental Services provided by Bird or a Platform Partner. When you add a Payment Method to your Bird account, you will be asked to provide customary billing information. You must provide accurate, current, and complete information when adding a Payment Method and it is your obligation to keep your Payment Method up-to-date at all times.

You represent and warrant to Bird that you are authorized to use any Payment Method you furnish to Bird. You authorize Bird to charge the Payment Method for all fees incurred by you with respect to Rental Services (or other services offered by Bird or Platform Partners from time to time), including applicable sales, use, VAT/GST and other local government charges. If you dispute any charge on your account, you must contact Bird within 10 business days from the end of the month within which the disputed charge occurred, and provide to Bird all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. You agree to immediately inform Bird of all changes relating to the Payment Method.

### 5.2 Auto-Update

Bird or its Platform Partner may require or make available an option for you to preload a balance associated with your account and automatically make payments on a recurring basis (“Auto-Update”). By enabling Auto-Update, you opt to automatically reload your account balance each time your account reaches or falls below zero or another specified amount. Bird or its affiliates or Platform Partners may, at any time, without any notice to you, discontinue Auto-Update.

To use Auto-Update, you may be required to choose: (a) the balance amount at which you wish to automatically load your account balance, and/or (b) the amount you wish to load/add (such amount, “Auto-Update Amount”).

If your account is eligible for a bonus for your Auto-Update selection (“Auto-Update Bonus”), your Auto-Update Bonus will be charged first for using the applicable Rental Services. Auto-Update Bonus amounts may only be used for Rental Services, and Auto-Update Bonus amounts are not recoverable if your account is closed for any reason.

We reserve the right to decide the Payment Methods eligible for Auto-Update. You may change your Payment Method for Auto-Update at any time, provided such Payment Method is eligible for Auto-Update.

You may only use the Auto-Update balance in the currency in which your Payment Method was charged. In case you make use of Rental Services that are charged in a currency different than the one in your Auto-Update balance, Bird may charge your Payment Method directly.

You may cancel or disable Auto Update in the settings/preferences of your account on the Bird application. In the event: (a) you cancel or disable Auto-Update of your Bird account balance; or (b) one of your automatic payments is declined, for any reason whatsoever, including without limitation, expiry of your card: the Auto-Update Amount will not be added to your account balance. In such scenarios, you may be required to separately load your account balance.

We may choose to notify you, through email or SMS, once your account balance reaches or falls below zero. You authorize us to communicate with you through emails or SMS in connection with Auto-Update. You acknowledge that we may also communicate with you through any of our affiliate(s).

### 5.3 Payment Facilitators

You agree, understand and acknowledge that Bird may engage third-party payment processors / gateway service providers to facilitate processing of payments, including Auto-Update. Accordingly, you may be required to follow any terms and conditions of such third-party payment processors/gateway service providers, as communicated to you, from time to time.

## 6. Binding Arbitration and Class Action Waiver

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

### 6.1 Initial Dispute Resolution

The Bird application contains means to receive support and address any concerns you may have regarding your use of Rental Services. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

### 6.2 Binding Arbitration

If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms of Service, and the parties’ relationship with each other shall be finally settled by binding arbitration administered by a mutually agreed upon arbitrator or arbitration service.

The arbitrator, and not any 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 of Service, including, but not limited to any claim that all or any part of these Terms of Service are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

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

### 6.3 Location

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

### 6.4 Class Action Waiver.

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

### 6.5 Litigation of Intellectual Property and Small Claims Court Claims.

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

### 6.6 Right to Opt Out.

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Bird Rides, Inc., 406 Broadway, #369, Santa Monica, California 90401. The notice must be sent within 30 days of your first use of Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt-out of these arbitration provisions, Bird also will not be bound by them.

### 6.7 Changes to this Section.

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

7. Solicited Submission Policy. Where Bird has specifically invited or requested submissions or comments, Bird encourages you to submit content to Bird that you have created for consideration in connection with such requests ("User Submissions"). User Submissions remains the intellectual property of the individual user. By submitting content to Bird, you expressly grant Bird a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology,

whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and Bird shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

8. Inappropriate User Submissions. Bird does not encourage, and does not seek User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your User Submission. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Bird will reject any User Submissions in which Bird believes, in its sole discretion, that any such activities have occurred. If notified by a user of a submission that allegedly violates any provision of these Terms of Use, Bird reserves the right to determine, in its sole discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.

9. Inappropriate Material. You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriates third-party intellectual property or could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or "spam" on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Terms of Service, we may take any action we deem necessary to cure or prevent the violation, including without limitation, banning you from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

10. Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Services; or (iii) bypass any measures we may use to prevent or restrict access to the Services.

11. Right to Takedown Content. Except as disclosed in our Privacy Policy, we will not monitor, edit, or disclose the contents of a user's e-mail or content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on Bird or the Services; (2) protect and defend the rights or property of Bird, the Services, or the users of the Services; or (3) act in an emergency to protect the personal safety of our users, the Services, or the public. Users shall remain solely responsible for the content of their messages and Bird shall have no obligation to prescreen any such content. However, we shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms of Service access to the Services or any part thereof.

12. User Published Content. User published Content and User Submissions do not represent the views of Bird or any individual associated with Bird, and we do not control this Content. In no event shall you represent or suggest,



directly or indirectly, Bird's endorsement of user published Content. Bird does not vouch for the accuracy or credibility of any user published Content on our Services or User Submissions published through our Services, and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such user published Content or User Submission. Through your use of the Services, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using our Services, you assume all associated risks.

13. Third-Party Links. From time to time, the Services may contain links to websites that are not owned, operated or controlled by Bird or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Services. Bird is not responsible for any content, materials or other information located on or accessible from any other website. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from this Services, you do so entirely at your own risk.

14. Transactional Partners. In some cases we may partner with another entity to co-promote their services within our Services. In these cases, you may be transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their terms of service are posted. When using these partner pages, you are bound by partner terms of service in addition to remaining bound by these Bird Terms of Service. When there is a conflict between these Terms of Service and the partner's terms of service with respect to any dispute relating to Bird or the Bird Services, these Terms of Service will prevail.

15. Termination. You or we may suspend or terminate your right to use of this Services at any time, for any reason or for no reason. We may also block your access to our Services in the event that (a) you breach these Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

16. Representations and Warranties. You represent that you are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and your use of the Services is and will be in compliance with all applicable laws. You represent that you have read, understood, agree with, and will abide by the terms of these Terms of Service. In addition, you represent and warrant that your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Submissions, or you are otherwise legally entitled to grant Bird all of the rights granted herein; and (b) Bird's use of your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including without limitation rights of publicity and privacy, and defamation. Furthermore, You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

17. DISCLAIMERS. YOUR USE OF THE SERVICES AND ANY RENTAL SERVICES IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER BIRD, NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE SERVICES. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE SERVICES MAY BE OUT OF DATE, AND NEITHER BIRD, NOR ANY OF ITS AFFILIATES MAKES ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BIRD OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

18. LIMITATIONS OF LIABILITY. BIRD DOES NOT ASSUME ANY RESPONSIBILITY, NOR WILL BE LIABLE, FOR ANY DAMAGES TO, OR ANY VIRUSES THAT MAY INFECT YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESS TO, USE OF, OR BROWSING THE SERVICES, OR YOUR DOWNLOADING OF ANY INFORMATION OR MATERIALS FROM THIS SERVICE. IN NO EVENT WILL BIRD, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SERVICES, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SERVICE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

IN THE EVENT OF ANY PROBLEM WITH THE SERVICES OR ANY MATERIALS, OR INFORMATION CONTAINED ON ANY OR ALL OF THE SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. IN NO EVENT SHALL BIRD'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (A) TWENTY FIVE DOLLARS (US \$25.00); or (B) THE TOTAL FEES YOU HAVE PAID TO BIRD OR ITS PLATFORM PARTNER IN THE PREVIOUS SIX (6) MONTH PERIOD.

19. Indemnity. You agree to defend, indemnify and hold Bird and any affiliated entity or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (i) your use of the Services and any Rental Services provided by any entity; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any User Submission or other content, message or information that you provide to Bird, including without limitation any claim or damages arising from a defamation or invasion of privacy claim; or (vi) any other party's access and use of the Services with your unique username, password or other appropriate security code.

20. Release. In the event that you have a dispute with one or more other users of the Services, you release Bird (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

21. Force Majeure. Neither Bird nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

22. Privacy. Data collection and use, including data collection and use of personally identifiable information is governed by Bird's Privacy Policy which is incorporated into and is a part of this Agreement.

23. General. Any claim relating to, and the use of, this Services and the materials contained herein is governed by the laws of the State of California. You consent to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California. A printed version of these Terms of Service will be admissible in judicial and administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Terms of Service set forth the entire understanding and agreement between us with respect to the subject

matter hereof. We do not guarantee continuous, uninterrupted or secure access to our Services, and operation of the Services may be interfered with by numerous factors outside of our control. If any provision of these Terms of Service is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that these Terms of Service and all incorporated agreements may be automatically assigned by Bird in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. All sections which by their context ought to survive this agreement shall survive any termination or expiration of this Agreement.

24. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE. In operating the Services, we may act as a “services provider” (as defined by DMCA) and offer services as online provider of materials and links to third-party websites. As a result, third-party materials that we do not own or control may be transmitted, stored, accessed or otherwise made available using the Services. Bird has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Services. Bird has adopted a policy that provides for the removal of any content or the potential suspension of any user that is found to have repeatedly infringed on the rights of Bird or of a third party, or that has otherwise violated any intellectual property laws or regulations, or any of the terms and conditions of this Agreement. If you believe any material available via the Services infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA (17 U.S.C. Sect. 512(c)(2)). We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content. Our designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is [birdlegal@bird.co](mailto:birdlegal@bird.co) and [cc hello@bird.co](mailto:cc hello@bird.co).

Please provide the following notice:

- Identify the copyrighted work or other intellectual property that you claim has been infringed;
- Identify the material on the Services that you claim is infringing, with enough detail so that we may locate it on the Services;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- Your address, telephone number, and email address; and
- Your physical or electronic signature.

We may give notice to our users of any infringement notice by means of a general notice on any of our Services, electronic mail to a user’s email address in our records, or by written communication sent by first-class mail to a user’s physical address in our records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

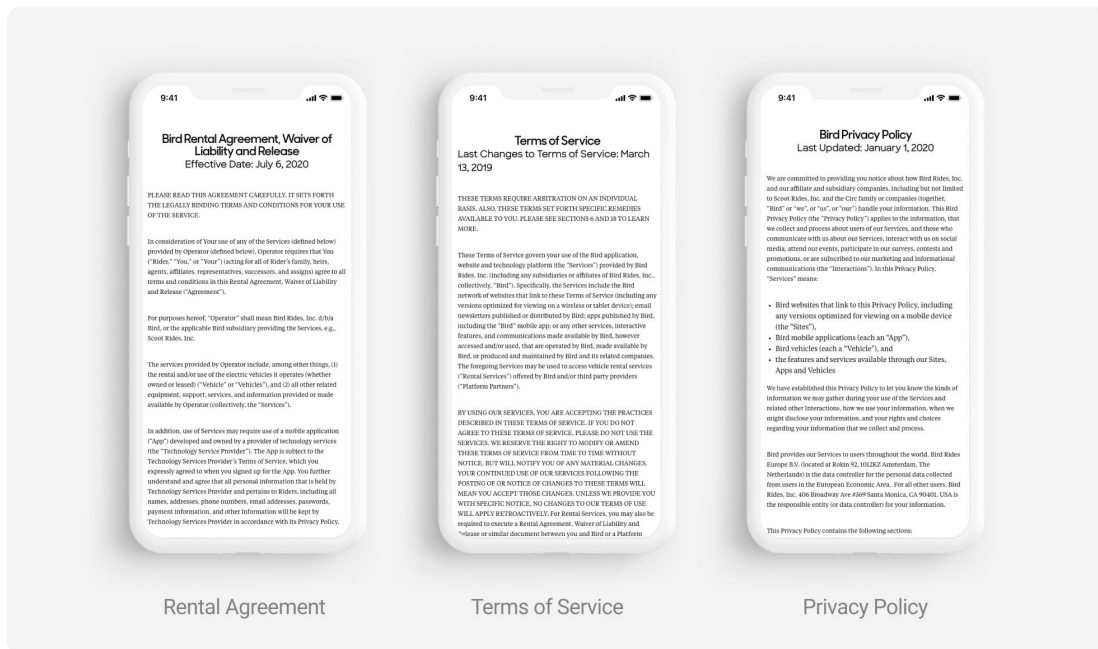
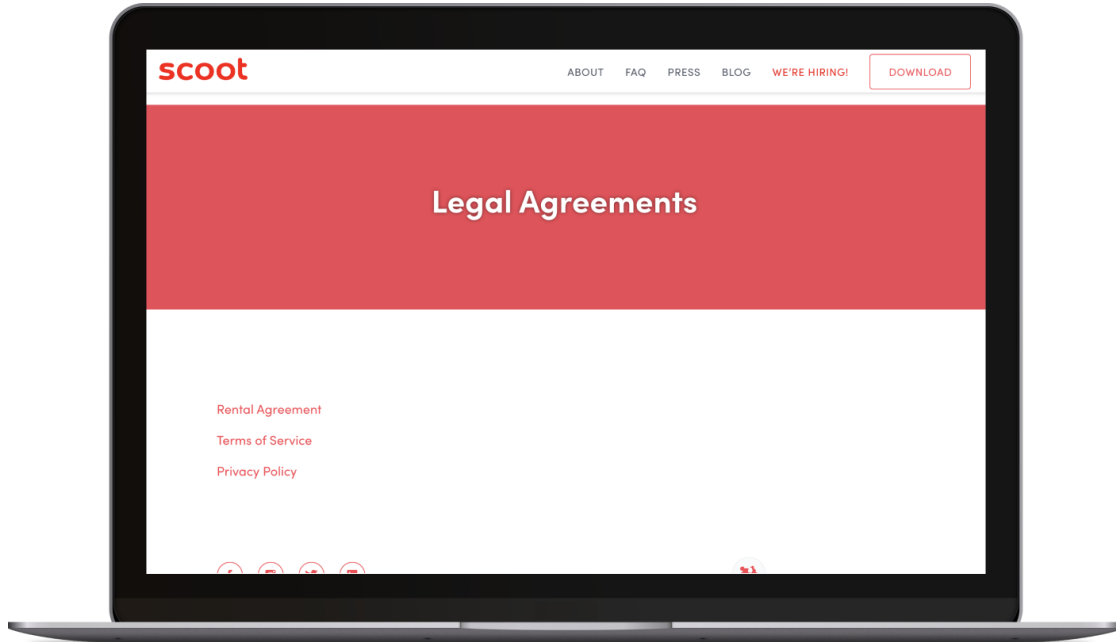
25. Additional Assistance. If you do not understand any of the foregoing Terms of Service or if you have any questions or comments, we invite you to contact us at [hello@bird.co](mailto:hello@bird.co).

26. Copyright Notice. All design, graphics, text selections, arrangements, and all software are Copyright © 2019, Bird Rides, Inc. and its related companies or its licensors. ALL RIGHTS RESERVED.

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

### Screenshots of Scoot app and Website

Scoot's Privacy Policy, User Agreement, and Terms of Service are available for riders to access and review at any time in the app, and on Scoot's website at <https://scoot.co/legal/united-states/>.



Rental Agreement

Terms of Service

Privacy Policy

## **Method for obtaining user acknowledgement/agreement**

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

## M. Images and Descriptions of Powered Scooter

### 1) Provide images and descriptions of powered scooters to be included in fleet at service launch.

Our San Francisco fleet will feature Scoot One (seated), Scoot Two and Scoot Three. All models were designed by our parent company, Bird, the inventor of shared scooters, and one of only three to engineer purpose-built scooters for wide-shared use. See below for images and descriptions of each model.

#### VEHICLE

### ScootThree

<b>Battery</b>	36 V, 21.0 Ah 10S6P
<b>Charge time</b>	5.8 hrs
<b>Range</b>	35 miles
<b>Braking</b>	Regen; Drum (front), disc (r)
<b>Wheels</b>	10" pneumatic
<b>Top speed</b>	15 mph
<b>L x W x H</b>	47.7" x 19.3" x 46.8"
<b>Weight</b>	52.9 lbs (24 kgs)
<b>Lights</b>	Front/Rear LEDs



VEHICLE

# ScootTwo

Battery	36 V, 12.8 Ah 10S4P
Charge time	5 hrs
Range	35 miles
Braking	Regen
Wheels	10" pneumatic
Top speed	15 mph
L x W x H	44" x 17" x 45"
Weight	37 lbs
Lights	Front/Rear LEDs



VEHICLE

# ScootOne

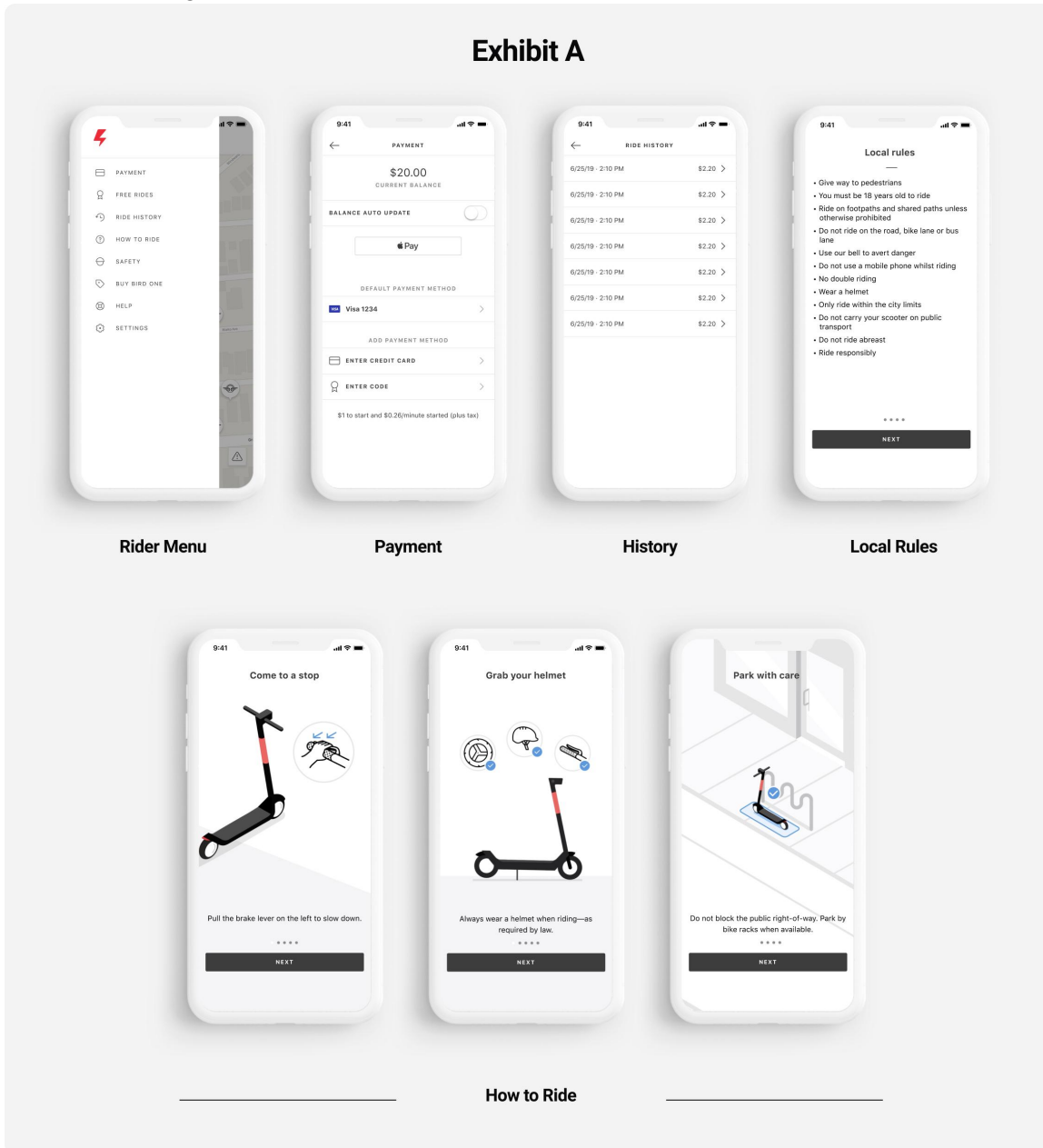
Battery	36 V, 12.8 Ah 10S4P
Charge time	Up to 12 hrs
Range	30 miles
Braking	Regen
Wheels	9" semi pneumatic
Top speed	15 mph
L x W x H	43" x 18" x 46"
Weight	38.6 lbs
Lights	Front/Rear LEDs



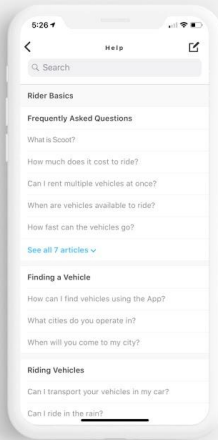


## N. Images and Descriptions of Mobile Application

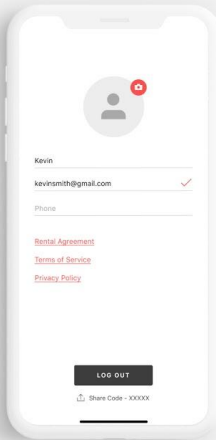
Scoot has one of the top-rated micromobility mobile applications, averaging a global rating of 4.8/5 on the App Store. Our app incorporates the latest user interface design techniques. It uses logical menus, tabs and screens, enabling riders in San Francisco to learn how to use the app quickly for registration, booking and payment, and to begin riding. The intuitive, user-friendly design also meets ADA standards, offering voiceover support for both iOS and Android users, on-page navigation, closed captioning for all videos, and captions and text alternatives to images. Our app and other customer interface technology, such as the Scoot website, is fully accessible to persons with disabilities and accessible to screen readers and complies with Section 508 of the United States Workforce Rehabilitation Act of 1973 and the most recent version of the Web Content Accessibility Guidelines (WCAG). The Scoot app is available for download from the Apple and Google Play app stores. Scoot agrees to provide the SFMTA with a user account to monitor and ensure our compliance with the Terms and Conditions, policies, procedures, and application commitments with regards to our mobile application and device operation. Scoot will allow access for the entirety of the permit term, and will provide sufficient rider credit on this account such that at least five 5-minute rides can be taken each month. The account will have the same functionality as the account of a member of the general rider public would have.



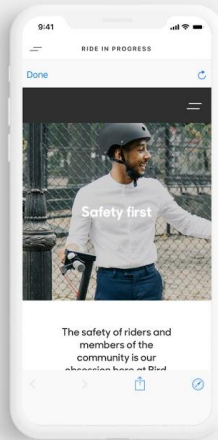
### Exhibit B



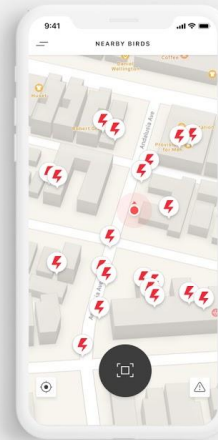
Help



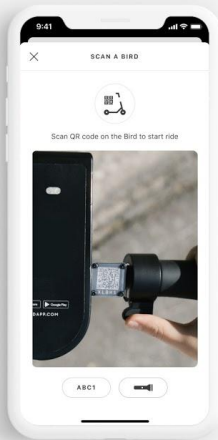
Settings



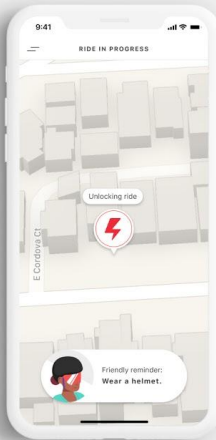
Safety



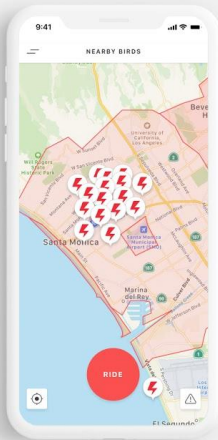
Find a Scoot



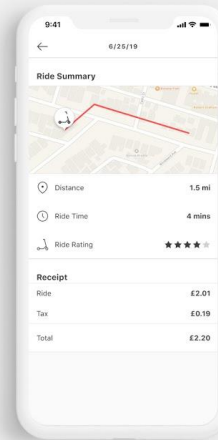
Scan a Scoot



Unlocking a Ride

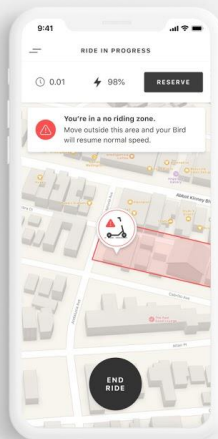


Ride Service Areas



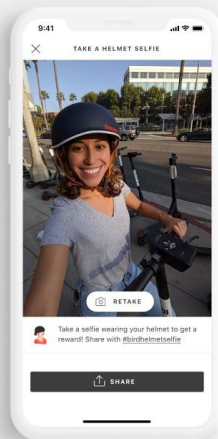
Ride Summary

### Exhibit C



No-ride Geofence

### Exhibit D



Helmet Selfie



## Exhibits E - G

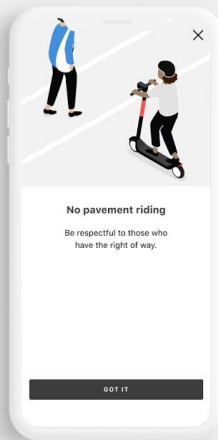
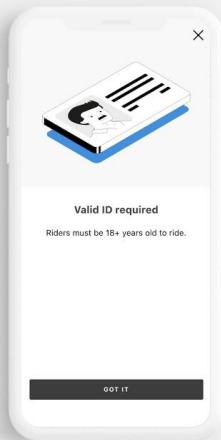


Exhibit E  
Safety Pledges

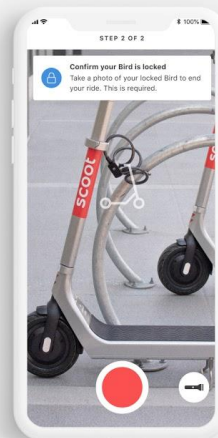
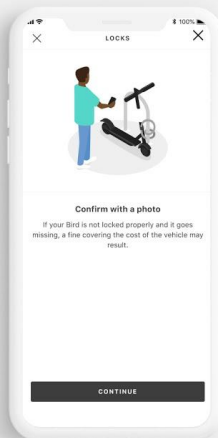
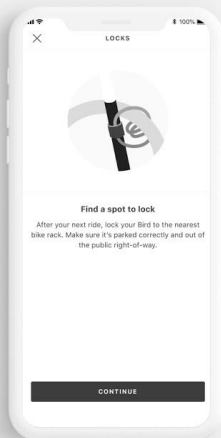


Exhibit F  
Lock-to Screens

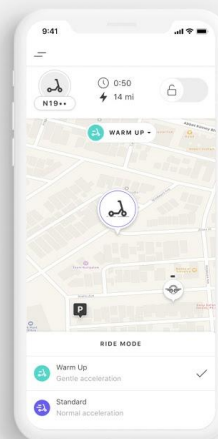
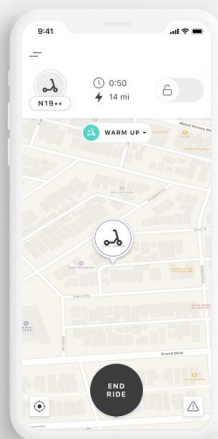
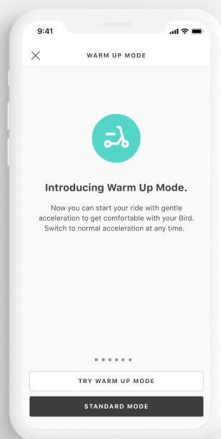


Exhibit G  
Warm-up Mode

## Exhibits H - J

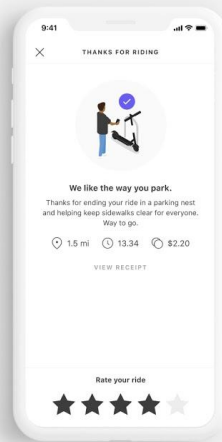
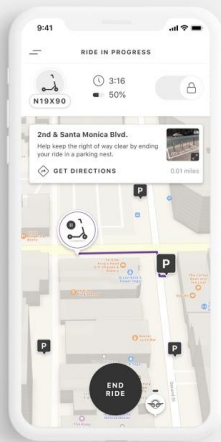
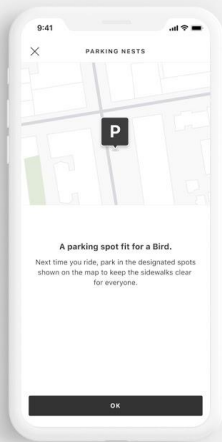


Exhibit H  
Preferred Parking

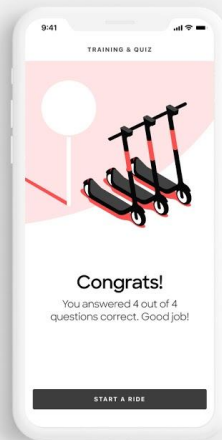
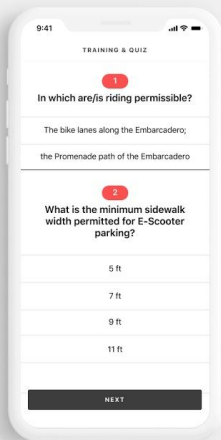


Exhibit I  
Training Quiz

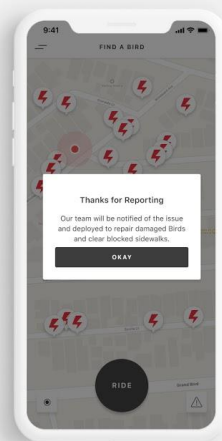
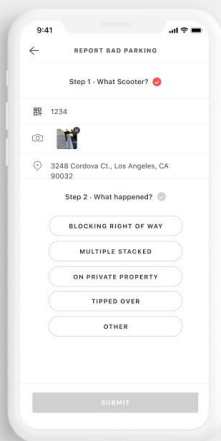
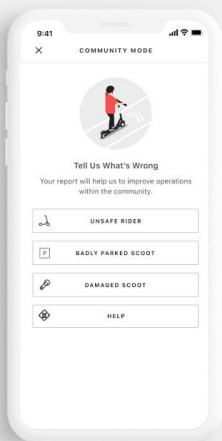


Exhibit J  
Community Mode

### Exhibit K Education and Outreach Plan Timeline

	Pre-launch		Program Restart July 1	Post-launch Phase				Ongoing
	2- week	1- week	Launch Day	Week 1	Week 2	Week 3	Week 4	Monthly
<b>Social Media</b> channels announce the relaunch, introduce our new device types, promote safe riding practices and detail discount programs.								
<b>Place hang</b> tags on e-vehicles with information on the service and how to use it.								
<b>Deliver Community Kits</b> to local businesses and organizations in our extended service area, including an introduction letter from Scoot, information on safe riding and local rules, and our contact details.								
Host <b>roundtables</b> with local stakeholders and businesses to promote our service and provide specifics about safe riding.								
Host dedicated <b>listening and feedback sessions</b> for residents and disability groups.								
Coordinate <b>monthly community and tourist events</b> , such as food tours on e-vehicles and community art and mural rides for how-to-ride engagements.								
<b>Digital rider outreach</b> via email, app notifications and promotions (local rules, parking, safety, terms of service, etc.).								
<b>Flyers, leaflets and other educational materials</b> promoting our service, highlighting safety best practices and our discount programs will be distributed to local businesses, community groups and at Bird hosted events.								
<b>Safety School</b> - In-person training courses.								
Engage <b>local media</b> on Scoot promotions and product announcements on an ongoing basis.								
Attend and support <b>local community events</b> to promote Scoot's service and safe riding behaviour.								

## **O. Proof of Insurance**

**Attach a certificate of insurance, as well as an endorsement of additional insured, per requirements set forth in Appendix A, Section 4. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit. The SFMTA will require certificates of insurance as well as an endorsement of Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.**



AGENCY CUSTOMER ID: CN120046401  
LOC #: San Francisco



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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

#### ADDITIONAL REMARKS

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

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

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



Policy Number: AS2-631-510760-010  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIERS COVERGE FORM
- TRUCKERS COVERAGE FORM

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

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

**Schedule**

**Name of Person(s) or Organizations(s):**

Name of Person or Organization: Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy

**Regarding Designated Contract or Project:**

Any written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring

Each person or organization shown in the Schedule of this endorsement 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 following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

<b>MARSH LTD</b>		
CONTRACT NUMBER B0509BQWCN2000078	BOWRING MARSH	Page 53 of 98

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

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:

- (a) the "bodily injury" or "property damage"; or
- (b) the offense that caused the "personal and advertising injury".

for which such additional insured seeks coverage.

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

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

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

**A. Controlling Interest**

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

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

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

**B. Co-owner of Insured Premises**

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



<p>If placed via FAX, this box will not be signed.</p> <p>Contract Leader</p>
---

<b>MARSH LTD</b>		
CONTRACT NUMBER <b>B0509BQWCN2000078</b>	<b>BOWRING MARSH</b>	Page <b>54</b> of <b>86</b>

**C. Grantor of Franchise**

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

**D. Lessor of Equipment**

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

**E. Lessor of Land**

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

**F. Lessor of Premises**

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

**G. Mortgagee, Assignee or Receiver**

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

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



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

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

1. the following hazards in connection with premises a Named Insured owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hold 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 injury" caused by:

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf,

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

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

J. Vendor

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

- f. 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;



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Contract Leader

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 4-84)

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

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

**Schedule**

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

**WC 00 03 13**

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

<b>MARSH LTD</b>		
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- 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.



If placed in a PDF file, this text will not be signed.
Contract Leader

**Appendix A: CES Award**





## **Appendix B: Letters of Support**

**Jeffrey Tumlin**  
**Director of Transportation**  
1 South Van Ness Avenue, 7th Floor  
San Francisco, CA 94103

**Re: Request To Extend SCOOT Permit**

**Meaghan Mitchell**  
Board Member  
San Francisco African American Arts & Cultural District (SFAACD)

Dear Mr. Tumlin,

I am contacting you to request your support to extend the SCOOT electric scooter share permit. As a board member of the San Francisco African American Arts & Cultural District (SFAACD), this program lends a valuable resource and tool for our community.

Since introducing their program to the Bayview District, SCOOT has provided a thorough and equitable service by publicly parking electric scooters along the Third Street commercial corridor.

Our community needs to have access and the opportunity to engage and use resources and equipment where they live. Our members have witnessed the positive impact electric scooter sharing has in our community. It is a joy to see so many residents adopting the scooters as part of their lifestyle.

I believe that SCOOT can improve transportation options for the Bayview District dramatically and encourage an active lifestyle that is crucial for our community while making the tedium of transportation overall a fun ride.

Warm Regards on behalf of the San Francisco African American Arts & Cultural District.

**Meaghan M. Mitchell**

"I'm a big supporter (and regular rider) of Scott and the rest of the microbility options in San Francisco. I'm a community organizer, co-founder of the Haight Ashbury Neighbors for Density, and advocate of making our cities more accessible for everyone. While not everyone has the ability to enjoy riding a Scoot around San Francisco, I've had the pleasure of utilizing their scooters when Muni doesn't make sense. Expanding Scoot's fleet and the total number of scooters around the city would make San Francisco a better place."

Corey Smith



1066 Howard St.  
San Francisco, CA 94103

March 26, 2021

Dear SFMTA Powered Scooter Program:

I am writing to you on behalf of SOMA West Community Benefit District to enthusiastically endorse Scoot's application for a Powered Scooter Share Permit.

Since the beginning of the scooter program and SOMA West Community Benefit District, Scoot has been a wonderful local business partner. We are proud to have them in the neighborhood, and we know they will continue to be a positive presence. For example, Scoot continues to hire full-time local workers, partnering with employment development organizations at SoMa institutions; Success Centers, PRC, and The Arc of SF. Scoot also sponsors local events and participates in community activities.

Most recently, Scoot hosted a neighborhood clean-up that helped organize our neighborhood businesses and residents to work together to clean our streets. We hope to collaborate on more volunteer events like this post pandemic.

Again, we wholeheartedly support Scoot's application for a Powered Scooter Share Permit and I look forward to seeing Scoot continue to provide this important form of transportation to the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian Martin".

Christian Martin  
Executive Director  
SOMA West CBD



University of California  
San Francisco

**Office of Community &  
Government Relations**

Box 0462  
490 Illinois Street, Floor 11  
San Francisco, CA 94143

tel: 415.476.3206

[www.ucsf.edu](http://www.ucsf.edu)

March 31, 2021

Dear Bob,

Thank you for your thoughtful and consistent participation on UCSF's Advisory Committee for the Future of UCSF Parnassus Heights. Through your unique perspective as both a neighbor and transportation expert, you helped UCSF address the impacts of the Comprehensive Parnassus Heights Plan (CPHP); our long-term plan to revitalize our flagship campus one block from your home and make investments in our shared neighborhood, including over \$20 million invested into SFMTA.

Comprised of community leaders, neighbors, merchants, and representatives from city agencies and non-profits, the Advisory Committee helped UCSF identify potential community investments and provided suggestions for addressing neighborhood challenges that could come with a renewed campus. You brought a welcomed knowledge of transportation and multi-modal transit that greatly benefited UCSF and our shared neighborhood.

One of the initial phase projects in the CPHP is to improve the Irving Street entry to campus; over half of arrivals come from Irving Street. By implementing investments in bicycle, electric vehicle, and public transit infrastructure, UCSF is prioritizing sustainable travel options while alleviating neighborhood congestion. Please know your feedback regarding equity issues around increasing electric vehicle charging stations, as well as your positive response concerning the emphasis on multi-modal travel options, was appreciated. Our project team found your input very helpful.

Thank you for being an advocate for your community, improving the CPHP, and supporting UCSF's goal to be a transit-first campus.

We look forward to a continued partnership.

Sincerely,

Francesca Vega  
Vice Chancellor  
UCSF Community & Government Relations



## **Appendix C: Scoot LCA**



# The Climate Impact of Shared Electric Scooters: A Comprehensive Study of Lifecycle Emissions

Prepared for the City of San Francisco



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# I. Introduction

Bird is a first- and last-mile electric vehicle company dedicated to bringing low-cost, environmentally friendly transportation solutions to cities. Bird provides a fleet of shared micromobility vehicles, accessible by anyone with the Bird app. Whether for journeys across town, or to connect the “last mile” to mass transit, our vehicles provide a flexible and convenient urban transport option.

In order to evaluate the environmental impact of Bird’s custom designed and engineered e-scooters, the company commissioned a third-party lifecycle assessment (LCA) and impact analysis, conducted last year. This report builds on the LCA Bird completed for our vehicles for the City of Portland, which was developed in consultation with CEA Consulting and an independent consultant from the National Renewable Energy Laboratory (NREL). The report used data from Bird and the Argonne National Laboratory’s GREET Model.

This report examines manufacturing, shipping, use, and end-of-life greenhouse gas emissions over a Bird vehicle’s lifecycle, focusing on the City of San Francisco. Building off the Portland LCA, we updated data with regard to vehicle production and manufacturing, analyzing forecasted operational details from San Francisco, and considering improvements in efficiency and production of Bird’s newest proprietary vehicle: Bird Two. The following assessment presents a snapshot of the estimated impact of Bird’s San Francisco based e-scooter fleet operations—not including other vehicles such as the Scoot Moped— in 2020, along with projections that demonstrate Bird’s plans for continued vehicle and operational adjustments in 2021.

## II. Executive Summary

The rapid emergence of shared e-scooters is a promising step toward decarbonizing urban transportation. From Bird's launch less than three years ago, to formal sharing programs in more than 100 cities by the start of 2020, a growing cohort of travelers and commuters are now completing short trips using lightweight electric vehicles—many for the first time.

To quantify the sustainability impact of this shift, Bird engaged CEA Consulting and an independent consultant from the National Renewable Energy Laboratory (NREL) to conduct a lifecycle assessment (LCA) of our e-scooters in Portland. This LCA updates that analysis for San Francisco and benchmarks the emissions impact of a Bird e-scooter from cradle to grave, and compares it to other modes of transportation.

### Key Findings:

- ✓ **Bird e-scooters are among the lowest carbon intensity transport options available and are more sustainable than the average mode they are replacing.** Compared to a car, Bird scooters in San Francisco currently have almost 75% fewer emissions per passenger mile on a lifecycle basis and more than 95% fewer emissions when considering only operational (tailpipe) emissions.
- ✓ **Around two thirds of projected vehicle emissions are associated with vehicle manufacture and assembly.** Around 30% of emissions are associated with operating the fleet, of which the largest share relates to recharging (and maintenance) vehicle miles traveled.
- ✓ **Bird shared e-scooters are particularly durable and long-lasting.** Our projected emissions on a lifecycle basis continue to decrease primarily because of continued improved vehicle lifespan, manufacturing design improvements, and various operational optimizations. While many of our Bird Zeros (launched in September of 2018) remain on the road in other cities today, we expect the Bird Two to be the longest-lasting scooter available in the industry.
- ✓ **As durability and lifespan improve even further, emissions will continue to decrease.** This is because these emissions (which are weighted towards manufacturing) will be amortized over a longer lifespan, and larger distance travelled.
- ✓ **Public policy** can play a large role in helping the micromobility sector improve its environmental impact, by tilting in favor of broader modeshift and sustainability goals.

### Key Recommendations:

- ✓ **Further lifecycle emissions improvements depend importantly on improving durability and increasing reuse.** Bird's 2021 emissions can be lowered even further through further innovation to increase lifespan, and through greater investment in production with recycled materials (particularly aluminum) and ensuring second life uses of batteries.
- ✓ **Operators can lower emissions associated with use through streamlining operations.** Emissions associated with collecting and recharging scooters will fall as operators increase the charge-hold of

batteries, optimize routing tools, add decentralized charging locations, and increase the share of low emission vehicles in their van fleets.

- ✓ **Allow micromobility to scale into a viable transportation option for more travelers.** Modal choice often boils down to convenience. By permitting fleets large enough to meet demand, cities can allow e-scooters to compete better with more carbon-intensive modes thus leading to reduced overall carbon emissions and air pollution.
- ✓ **Contract with the most sustainable operators.** Led by operators like Bird, e-scooter sustainability is rapidly improving, due largely to increased vehicle longevity. Cities should permit operators who can prove their vehicles last longest, and that responsibly retire all materials at the end of life.
- ✓ **Build new infrastructure to make it safe and appealing to ride.** The biggest current limitation to micromobility is the availability of safe infrastructure and ample parking. Cities are already remaking their central business districts and streets to safely accommodate more rolling modes -- they should accelerate this progress.



# III. Decarbonizing Urban Transportation

## Transportation's Role in Global Emissions

As the largest single emitting sector of greenhouse gases in the US, decarbonizing the transportation sector is a crucial piece of reducing global emissions. Of any G20 nation, the US has the highest transportation emissions per capita.<sup>1</sup>

Considering road transportation is the main source of all sector emissions<sup>2</sup>, urban transportation presents a unique opportunity -- an outsize number of short trips. Just under half of all US vehicle trips are under 3 miles in length.<sup>3</sup> According to a 2019 study by the mobility analytics company INRIX, 50% of these trips under three miles could be converted to micromobility in the United States.<sup>4</sup>

Yet, it has been difficult to meaningfully shift short car trips to sustainable modes in the US. Lack of urban density often precludes walking. Transit reliability has suffered in recent years as funding lags. There often isn't enough safe infrastructure to bike or roll. Additionally, the ubiquity of ride-hail services from Uber and Lyft have made it more appealing than before to travel by car, while adding 70% more pollution than the modes they typically replace.<sup>5</sup>

While these car trips may be short, the collective opportunity is large. According to a recent analysis by the California Air Resources Board (CARB), if all Californians reduced car travel by just 1.6 miles per day, it would realign the state on a path toward meeting its emissions goals.<sup>6</sup> San Francisco's Climate Action Strategy aims to cut transportation emissions annually by 432,000 mT, through a series of measures, including increasing the use of electric vehicles and expanded bike lanes, among others.<sup>7</sup>

Looking to the decade ahead, backing a plan to switch more urban trips to sustainable modes is one of the most effective means by which cities and regions can decarbonize, while improving road safety, air quality and the overall livability of the community. In light of the COVID-19 pandemic, scaling up clean active transport, and providing redundancies in our transportation system, feels even more urgent as a means of keeping cities resilient, and free of air pollution.

---

<sup>1</sup> Climate Transparency, 2019, "Brown to Green", available at <https://www.climate-transparency.org/wp-content/uploads/2019/11/Brown-to-Green-Report-2019.pdf>

<sup>2</sup> In 2017, road transportation accounted for 85% of total domestic transport energy demand in the US. Source: IEA, 2019, "Energy Policies of IEA countries: United States 2019 Review," p. 68.

<sup>3</sup> FHWA, 2017, "National Household Travel Survey," available at <https://nhts.ornl.gov/vehicle-trips>

<sup>4</sup> Inrix, 2019, "Micromobility Potential in the US, UK and Germany," available at <https://inrix.com/campaigns/micromobility-study-2019/>

<sup>5</sup> Anair, Don et al., 2020, "Ride-Hailing's Climate Risks: Steering a Growing Industry toward a Clean Transportation Future," Cambridge, MA: Union of Concerned Scientists, available at <https://www.ucsusa.org/resources/ride-hailing-climate-risks>

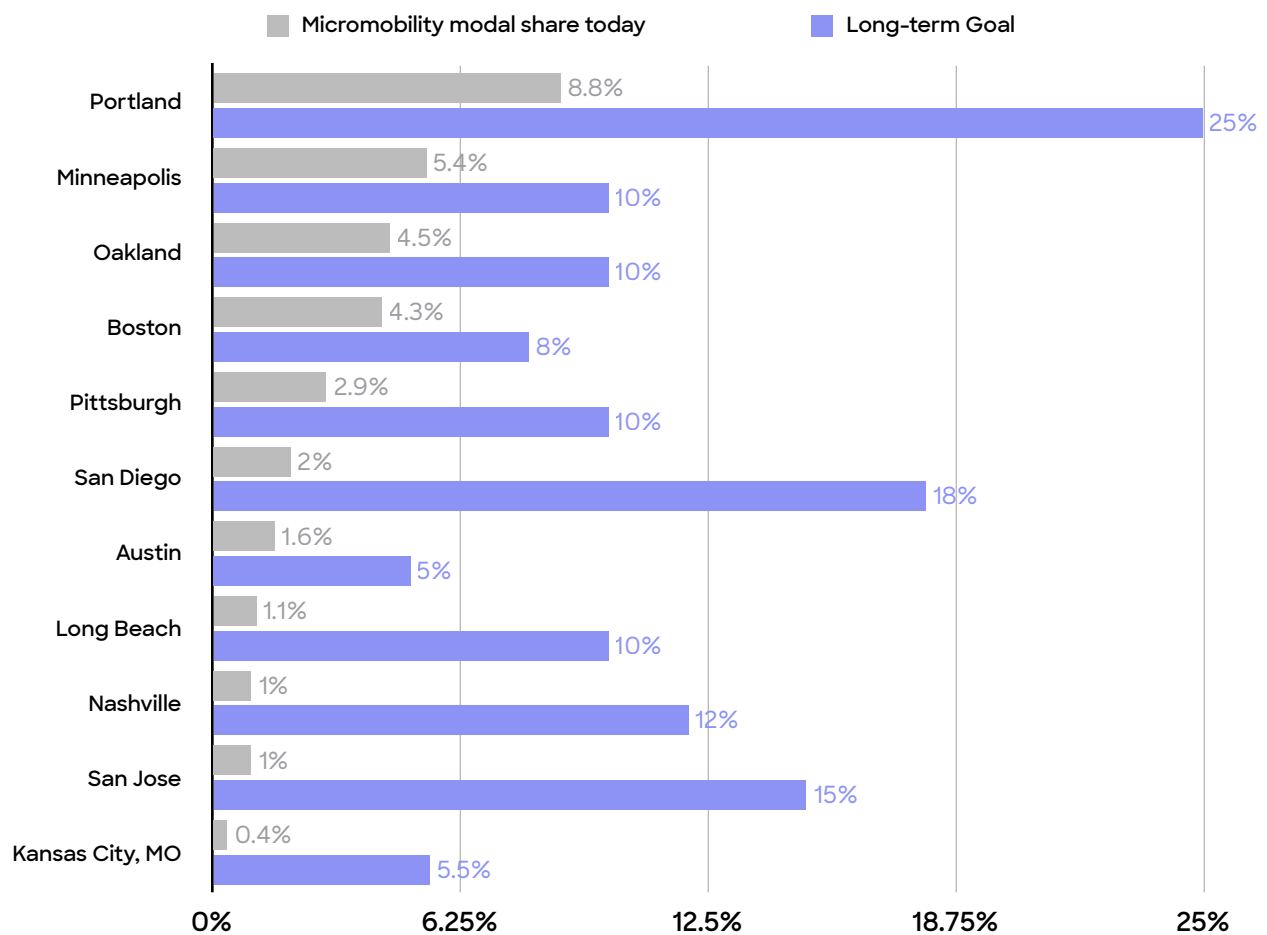
<sup>6</sup> Curry, M., "Californians Must Drive Less, Says ARB at Historic First Joint Meeting with CTC," *Streetsblog*, June 29, 2018, available at <https://cal.streetsblog.org/2018/06/29/californians-must-drive-less-says-arb-at-historic-first-joint-meeting-with-ctc/>

<sup>7</sup> San Francisco Department of the Environment, "Climate Action Strategy," 2013 update, available at [https://sfenvironment.org/sites/default/files/fliers/files/sfe\\_cc\\_climateactionstrategyupdate2013.pdf](https://sfenvironment.org/sites/default/files/fliers/files/sfe_cc_climateactionstrategyupdate2013.pdf)

## Meeting Sustainability Goals

Increasingly, cities understand this challenge. The 11 medium and large US cities below have set out specific modal goals for growing bicycling (and equivalents) modeshare in the years ahead. The graph illustrates those cities with explicit micromobility targets—other cities such as New York and San Francisco have also adopted all-encompassing sustainable modeshare goals, inclusive of public transit and walking trips. For example, San Francisco’s [Climate Action Strategy](#) aims for 80% of trips to be non-automobile by 2030, an increase of 30 percentage points from today.

To focus on the progress that has been made on active travel in particular, we analyzed the progress of these 11 cities toward their cycling and active travel goals:



**Note:** Bird estimates; American Community Survey; City of Portland, Bicycle Plan for 2030; City of Minneapolis, Transportation Action Plan; City of Oakland, 2019 Oakland Bike Plan; City of Boston, Go Boston 2030; City of Pittsburgh, Climate Action Plan; City of San Diego, 2018 Annual Report, Climate Action Plan; City of Austin, Austin Strategic Mobility Plan; City of Nashville, Livable Nashville Recommendations; City of San José, Envision San José 2040; City of Kansas City, Bike KC Master Plan.

In all, these 11 cities are aiming for 12% cycling and active travel modal share by the year 2032. On average, they are about a quarter of the way there: average active travel modal share is about 3% today, meaning that trips must collectively increase by nearly 1 percentage point each year over the dozen years ahead. This seemingly incremental change represents hundreds of millions of additional trips annually.

Cities looking to decarbonize their transportation sector will thus require low carbon modal options that appeal to a wide constituency, extending beyond the current cycling population. With public transit as the backbone, this menu of shared modes can work together to present a compelling alternative to car use, especially for short trips.

## The Role of Micromobility and E-Scooters

E-scooters are answering this call for new mobility options for short trips. They fit squarely within the wider trend of right-sizing, electrifying, and decarbonizing urban transportation.

E-scooters fall under the growing category of ‘micromobility’, which Institute for Transportation and Development Policy (ITDP) recently defined<sup>8</sup> as small, lightweight devices operating most commonly at lower speeds (15 mph and under) or sometimes at moderate speeds (up to 28 mph), and ideal trips for about six miles or less. Micromobility can be shared or personally owned, electric or manual.

According to The National Association of City Transportation Officials (NACTO), in the first full year after Bird launched (2018), shared micromobility (i.e., bikes, e-bikes, and e-scooters) ridership in the US doubled from the previous year to 84 million, with most of this growth from e-scooters.<sup>9</sup> The rapid adoption and popularity of the mode demonstrates the sizable unmet demand for short-range mobility options.

Riders are using e-scooters for a range of trip purposes - to commute, connect to public transit, and more. Most importantly, they’re using them to replace car trips, and they are expanding the universe of active travelers well beyond those who typically bike.



**33%**

Of e-scooter trips replace a car or ride-hail trip



**15-30%**

Of e-scooter rides connect to public transit



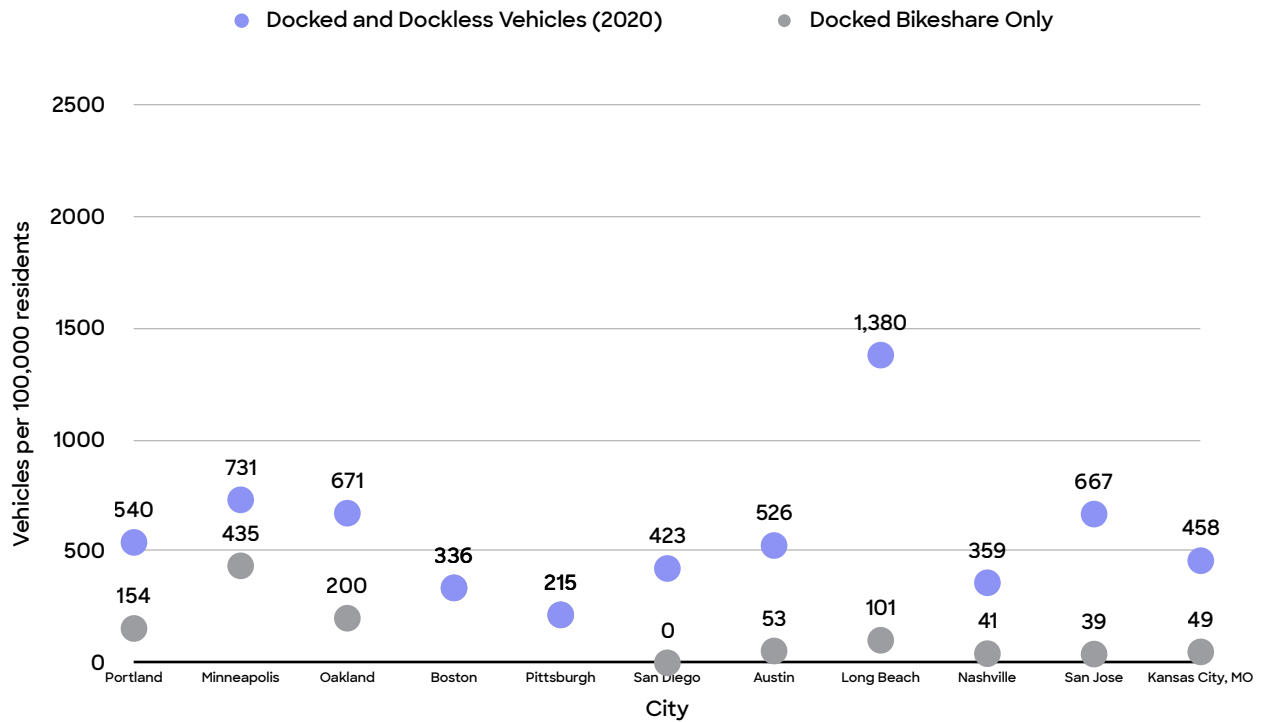
**45%**

Of riders never biked in the city before e-scooters

<sup>8</sup> ITDP, “As the Impacts of Coronavirus Grow, Micromobility Fills in the Gaps,” March 24, 2020, available at <https://www.itdp.org/2020/03/24/as-the-impacts-of-coronavirus-grow-micromobility-fills-in-the-gaps/>

<sup>9</sup> NACTO, 2018, “Shared Micromobility in the U.S.: 2018,” available at <https://nacto.org/shared-micromobility-2018/>

As a result, cities of many stripes have welcomed scooters, moving quickly to expand their existing micromobility programs. The following plot provides an estimate of how many shared micromobility vehicles (docked bikeshare, shared e-scooters, shared e-bikes) several US cities currently permit per 100,000 residents, and the growth of options as compared to existing docked bikeshare systems that usually preceded e-scooters:



**Note:** Bird estimates; NACTO, 2018, "Shared Micromobility in the U.S.: 2018."

Notably, many of the biggest adopters of e-scooters and micromobility are cities with the most ground to make up in fostering active modeshare, such as Los Angeles, CA and Dallas, TX. These large cities, along with medium-size cities like Long Beach, CA and Indianapolis, IN have made substantial enhancements to their shared mobility menus in a matter of three years.

These figures also show the potential cities toward the smaller end of the spectrum have to increase their investments in micromobility to capture similar gains. Even cities with long-standing and successful bikeshare systems like New York have a relatively low number of vehicles per 100,000 residents, likely owing to the relatively small geographic reach of those systems.

## The Importance of Lifecycle

Expanding availability and access to more micromobility options is a win for cities invested in shared mobility. However, the vehicles operators deploy in the city must be built to last in order to truly deliver a sustainable transportation option. The LCA contained in this report shows that the car trips Bird is replacing are being taken on a vehicle with less lifecycle impact than any fossil fuel-based mode, and that will continue to lessen its impact over time.

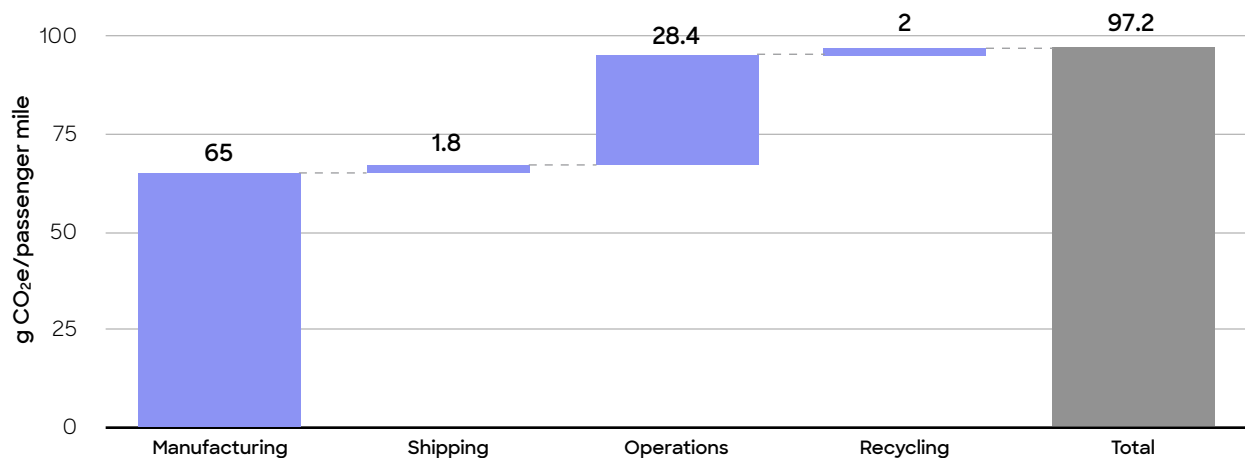
## IV. 2020 Baseline: Bird’s Projected Lifecycle Emissions

### Key Findings

- E-scooter durability is critical to ensuring e-scooter sustainability.
- The Bird Two has 82% fewer emissions on a lifecycle basis than rideshare/taxi.
- The Bird Two has 70% fewer emissions than a diesel city bus with average ridership.

The LCA model projects emissions from manufacture and assembly, shipping, operations and recycling of a Bird Two e-scooter using data from Bird and the Argonne National Laboratory’s GREET Model.

Extending vehicle durability—or how many trips a scooter can do over the course of its lifespan—is a key to reducing the lifecycle emissions associated with a shared e-scooter fleet. Around two thirds of projected vehicle emissions are associated with vehicle manufacture and assembly. Around 30% of emissions are associated with operating the fleet, of which the largest share relates to vehicle miles traveled associated with recharging and maintenance. Therefore, the longer the vehicles last, and the more miles they travel, the lower the emissions associated with each rider mile travelled. See Appendix Table 1 for key assumptions and Appendix Tables 2 and 3 for a vehicle inventory analysis and component lifespan assumptions.



**Note:** Projected lifecycle emissions in San Francisco for Bird Two in 2020

### Emissions from Manufacturing and Assembly

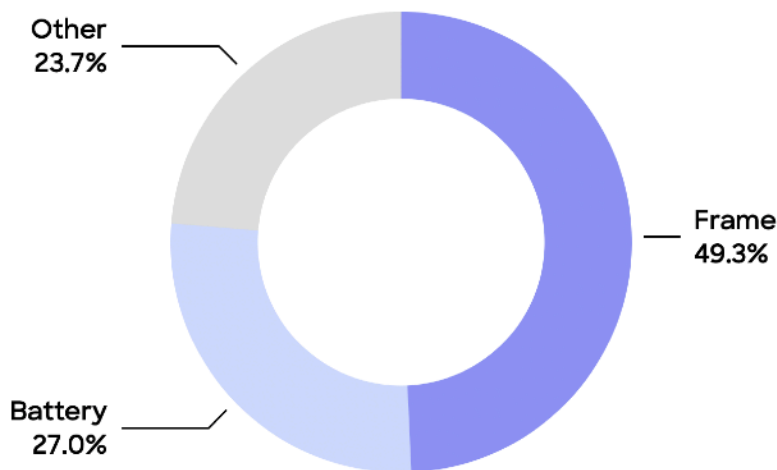
The largest share of lifecycle emissions for a scooter come from manufacturing and assembly. The manufacturing facilities are assumed to use an average grid mix that is nearly 73% fossil fuel based.<sup>10</sup>

<sup>10</sup> Based on the 2015 average grid mix for China in Argonne National Laboratory GREET model. <https://greet.es.anl.gov>



Within the manufacturing process, the largest share of emissions are associated with the vehicle frame, which is made out of aluminum, followed by production of the battery.<sup>11</sup> The custom lithium-ion batteries used in Bird Two scooters weigh around 10 pounds. Thus, reducing manufacturing emissions for the frame and the battery are key to driving down lifecycle emissions for the Bird scooters.

The remaining components (excluding frame and battery) collectively consisted of rubber (2.3 lbs), plastic (3.2 lbs), copper/brass (0.45 lbs), steel and stainless steel (2.95 lbs), cast aluminum (2.5 lbs), and 2.6 pounds of other materials.



**Note:** Shares of manufacturing emissions

## Emissions from Shipping

Bird's data-driven shipping partners help to improve efficiency of the supply chain by ensuring containers are full before shipping. E-scooters travel significant distances from their manufacturing facility in China via marine vessels.<sup>12</sup> Ground transportation is on a standard heavy-duty truck, with assumed fuel efficiency of 7.3 mi/diesel gallon equivalent.

## Emissions from Operations

After manufacturing, the largest share of emissions come from the scooter's use, primarily from the vehicles used to pick up the scooters to bring them to a charging / service location and the energy used to recharge the scooters.<sup>13</sup> Unless cities require mandatory daily pickup, Bird scooters are only charged when needed based on their battery levels. At a rate of 2-3 trips per day, Bird Two can hold a charge for up to a week.

<sup>11</sup> For this analysis, the frame includes the wheel (ex rubber).

<sup>12</sup> A small fraction (less than 1%) are transported via air, but this accounts for more than half of all CO<sub>2</sub>-related shipping emissions. Bird plans to end shipping via air entirely.

<sup>13</sup> For this analysis, only the projected marginal use of the pickup and dropoff vehicles is considered (i.e., not the full lifecycle assessment of the vehicles used to pick up and relocate the scooters).

Emissions from vehicle miles travelled (VMT) associated with collecting and recharging the Birds is projected to comprise around 21% of total emissions.

E-scooters consume less than one kilowatt hour of electricity for a full charge. At California's average energy grid mix, CO<sub>2</sub>e from electricity consumption accounts for around 8.5% of total emissions.

## Emissions from Recycling

Retired vehicle parts are reused whenever possible. Component parts that cannot be repaired or reused are further broken down into commodities (plastics, aluminum, copper, electronics, etc.) and sent to either an R2 or E-Steward certified recycler. Approximately 2 grams of CO<sub>2</sub> equivalent per passenger mile are associated with the process of vehicle recycling and disposal.

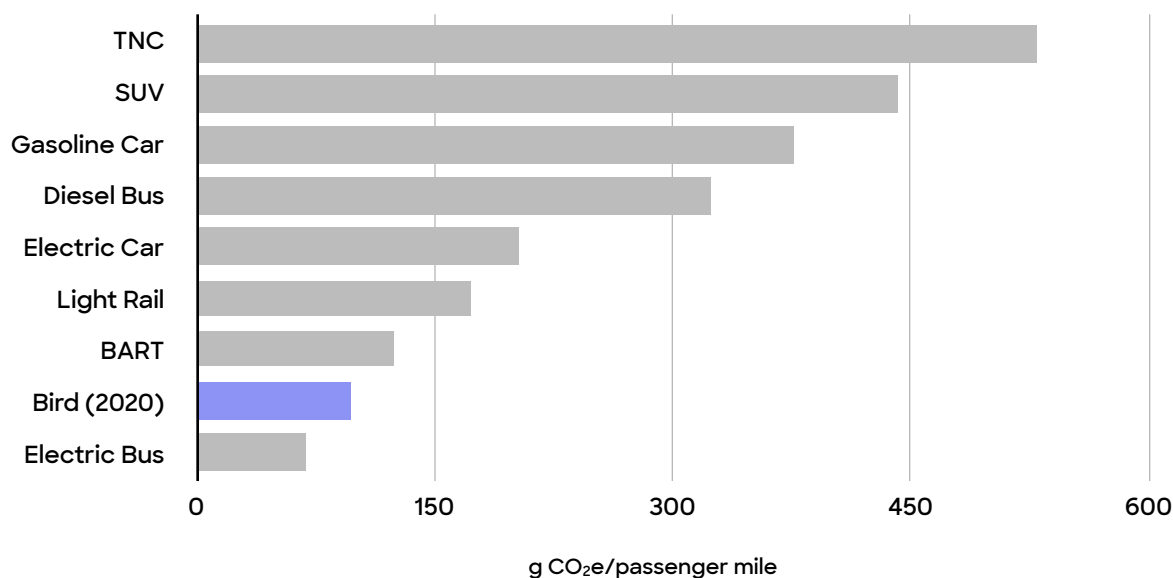
Bird works continuously with cutting-edge recycling experts to increase the recycling rates for each part of the scooter. Regardless of these efforts, this lifecycle analysis does not include GHG emission credits for the scooter's end-of-life.



## Comparison With Other Modes

On a lifecycle basis, e-scooters are as sustainable as most forms of public transit. They are more sustainable than passenger cars, including electric cars, and are significantly more sustainable than ride-hail (TNC) options, which travel up to 46% of miles per total miles traveled without a passenger and 40% in the San Francisco metropolitan region.<sup>14</sup>

As shown in the chart below, the sustainability of Bird's e-scooters in 2020 on a grams CO<sub>2</sub> equivalent per passenger mile is around 82% lower than ride-hail/taxi, and around 70% lower than an average diesel bus.



**Note:** SUV, Gasoline Car, Diesel Bus, Light Rail, BART, and Electric Bus estimates are drawn from Chester and Horvath (2009).<sup>15</sup> TNC emissions assume a gasoline car with an average 0.6 passenger occupancy factor due to deadheading (Fehr & Peers, 2019).<sup>16</sup> Electric Car emissions assume a Tesla Model 3 with a US-made 75 kWh battery.<sup>17</sup>

<sup>14</sup> This is known as "deadheading." See Fehr and Peers, "Memorandum: Estimated TNC Share of VMT in Six US Metropolitan Regions (Revision 1)," August 6, 2019, available at [https://issuu.com/fehrandpeers/docs/tnc\\_vmt\\_findings\\_memo\\_08.06.2019](https://issuu.com/fehrandpeers/docs/tnc_vmt_findings_memo_08.06.2019)

<sup>15</sup> Chester, M., & Horvath, A., 2009, "Life-cycle Energy and Emissions Inventories for Motorcycles, Diesel Automobiles, School Buses, Electric Buses, Chicago Rail, and New York City Rail," UC Berkeley: Center for Future Urban Transport: A Volvo Center of Excellence, available at <https://escholarship.org/uc/item/6z37f2jr>

<sup>16</sup> Fehr and Peers, "Memorandum: Estimated TNC Share of VMT in Six US Metropolitan Regions (Revision 1)," August 6, 2019, available at [https://issuu.com/fehrandpeers/docs/tnc\\_vmt\\_findings\\_memo\\_08.06.2019](https://issuu.com/fehrandpeers/docs/tnc_vmt_findings_memo_08.06.2019)

<sup>17</sup> Carbon brief, "Factcheck: How electric vehicles help to tackle climate change," May 13, 2019, available at <https://www.carbonbrief.org/factcheck-how-electric-vehicles-help-to-tackle-climate-change>

## V. Toward an Even More Sustainable Future for Transportation

### Key Findings

- Bird's superior e-scooter durability comes from its investment in vehicle excellence.
- Near term changes can lower Bird Two emissions by a further 36%.
- City infrastructure investments and policy actions to promote two-wheeled modes is key to decarbonizing transportation.

The analysis above is a snapshot of a company and an industry in a state of rapid change and improvement, and represents where we expect to reach by the end of 2020. In the years ahead, Bird plans to reduce our lifecycle impact beyond our 2020 projections.

### Increasing Durability to Drive Improved Sustainability

Because the majority of emissions come from manufacturing, extending vehicle durability is critical for ensuring sustainability. Bird has invested heavily in Research and Development extending vehicle lifespan by **four times in just two years**. This pace of innovation has delivered fleets that sustain many more trips at a lower rate of emissions. We look forward to further advances on each subsequent vehicle addition to our fleet. We've learned a tremendous amount in just two years of operations, and the millions of trips our riders have taken arms Bird with a wealth of data to continue to iterate on our vehicles—in the form of on-board telematics, mechanic feedback, rider feedback, and repair data.

Early consumer e-scooter models were not designed to withstand the challenges posed by constant shared-use, resulting in shorter lifespans due to frequent rides, mistreatment, and vandalism. Bird has now designed and deployed Bird Zero, Bird One, and Bird Two with significant durability and retention improvements.<sup>18</sup>

Bird Zero's fleet average lifespan has been estimated at 12-18 months.<sup>19</sup> Given current operating practices as well as real world vehicle attrition rates the Bird Two has a more than two year projected lifespan. Bird Two batteries are designed to be easily mated to a fresh chassis instead of being prematurely torn down for recycling.<sup>20</sup> Thus we anticipate that batteries may be reused.<sup>21</sup> Based on the analysis in this document, the high share of emissions related to manufacturing reinforces the importance of focusing on robust design.

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<sup>18</sup> Bird has many markets which still have large fleets of Bird Zero vehicles. The introduction of new vehicles is not by wholesale replacement, but staggered. Projected vehicle lifespans in this report are based on Bird's actual fleet-wide rates of churn, which includes any loss related to damage and theft. Lifecycle emissions in this report may be overestimated in that they assume stolen vehicles do not receive further use.

<sup>19</sup> Carbone 4, 2019, "The Role of e-scooters and Light Electric Vehicles in Decarbonizing Cities," available at <http://www.carbone4.com/wp-content/uploads/2019/09/Carbone-4-for-Bird-E-Scooter-and-Cities-decarbonization.pdf> "Internally developed vehicles, such as the Bird Zero, have been designed to prevent theft and have a much higher retention rate: after 5 months, more than 75% of the fleet is retained. This retention, if trends were to last, would lead to an average lifespan of approximately 1.5 years..." at p. 17.

<sup>20</sup> Bird, "How Automotive And Aerospace Engineering Built The World's Most Sustainable Scooter," April 9, 2020, available at <https://www.bird.co/blog/automotive-aerospace-engineering-built-most-sustainable-scooter/>

<sup>21</sup> See Appendix Table 1.

The table below illustrates some of the improvements to our vehicle making it the most sustainable on the road.

<b>Vehicle Design</b>	Improved vehicle design and manufacturing engineering to increase durability and stability.
<b>Dimensions and construction</b>	Expanding the dimensions of the footboard and adding weight to lower the center of gravity provide a stable ride and greater durability.  Eliminating exposed screws and wires helped reduce tampering and eliminate tripping hazards for riders.
<b>Tire Type</b>	Shock absorbent and puncture proof pneumatic tires with sealant combine the lifespan of solid with the stability of inflated tires.
<b>Regen Brake</b>	Regenerative braking can increase battery range as much as 20%, increasing miles travelled emissions- free per charge.
<b>Kick Stand</b>	Bird Two's proprietary moto-style center kickstand --the only in the industry-- results in fewer scooters being knocked over, improving durability and preventing potential hazards for vulnerable road users.
<b>Frame material</b>	Chassis material selected for its overall durability. A380-Aluminum keeps the vehicle lightweight, improving travel range. Aluminum used is resistant to corrosion, prolonging vehicle life  Engineered with Computer Aided Engineering analysis allowing optimized design, providing strength and durability without more material than necessary being used during manufacturing.
<b>Operating Temperature</b>	Extended the weather conditions under which the vehicle can be operated, minimizing weather related degradation to the vehicle.
<b>Brain Tech</b>	Upgraded operating system to improve GPS technology, responsiveness and security.
<b>Sensors</b>	Bird Two's sensors allow Bird's mechanics to quickly make repairs. These sensors allow our vehicles to self-diagnose and report nearly 200 events, such as moisture changes in the battery casing.
<b>IPX Ratings</b>	Encased and water-resistant: Battery is encased in aluminum, and is dust, sand, dirt and water-resistant with an international standard rating of IP68.

These vehicle improvements have helped Bird make marked improvements in just our third year of operation. In 2021 we expect that these improvements will continue. In particular, through changes like increasing the share of recycled content in our vehicles, associated emissions will fall. In addition, through greater reuse of batteries overall net emissions will also be lowered. We model the impact of some of these expected changes below.

## Improving Sustainability Through Streamlined Operations

We expect charging and redistributing e-scooters will account for around 30% of lifecycle emissions in San Francisco by the end of 2020. However, these numbers can vary from city to city depending on the city's electricity grid mix, urban density, scooter fleet size, charging locations and the city's policies for e-scooter operators.

Bird will improve sustainability and/or reduce average miles travelled through the following:

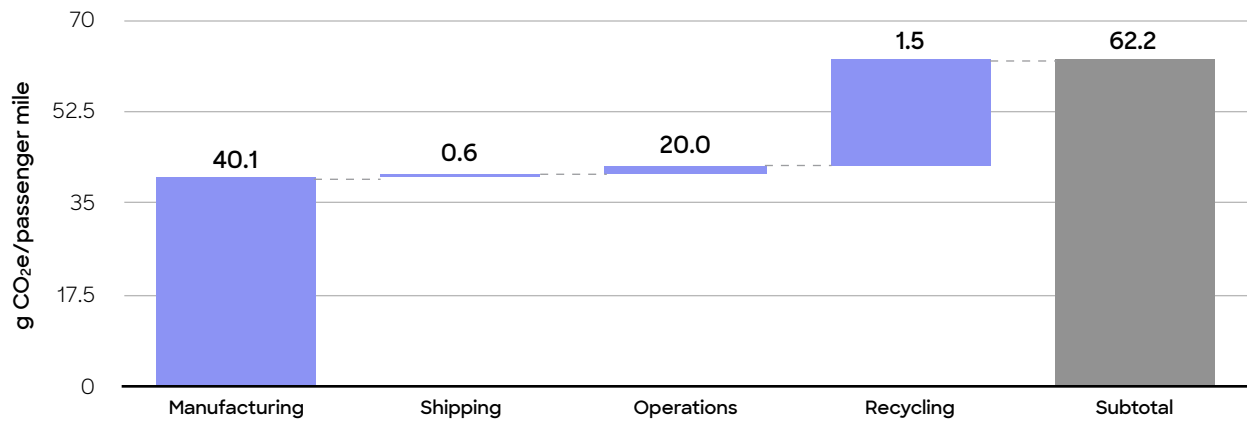
- **Increasing battery charge-hold.** The new Bird Two battery will be nearly 50% larger than Bird One or Zero, and double that of the consumer vehicles. This will increase the number of trips that can be travelled without the scooter needing to be recharged.
- **Zero-to-low emission vehicles.** In a number of markets, Bird has introduced electric vans and cargo bikes to deploy and rebalance the fleet, which also has the impact of reducing emissions associated with recharging our scooters.
- **Route optimization.** We have developed data-driven logistics software to allow anyone collecting, recharging, and redeploying multiple vehicles to do so taking the most efficient route.
- **Rider rebalance.** We have begun to provide incentives to riders to rebalance e-scooters to designated parking locations to help cluster devices and reduce van trips. Riders can select a Bird with low-charge and enjoy a free ride, up to 15 minutes, if they end the ride in a designated location for charging or an area that needs rebalancing.

We are committed to reducing the emissions associated with operating our vehicles. In addition to the changes above, we aim to increasingly directly source renewable energy to charge all vehicles and power our facilities. In addition, in 2019, we purchased offsets through 3Degrees and renewable energy certificates to mitigate carbon emissions from charging (not factored into 2020 estimates).

## Future projections

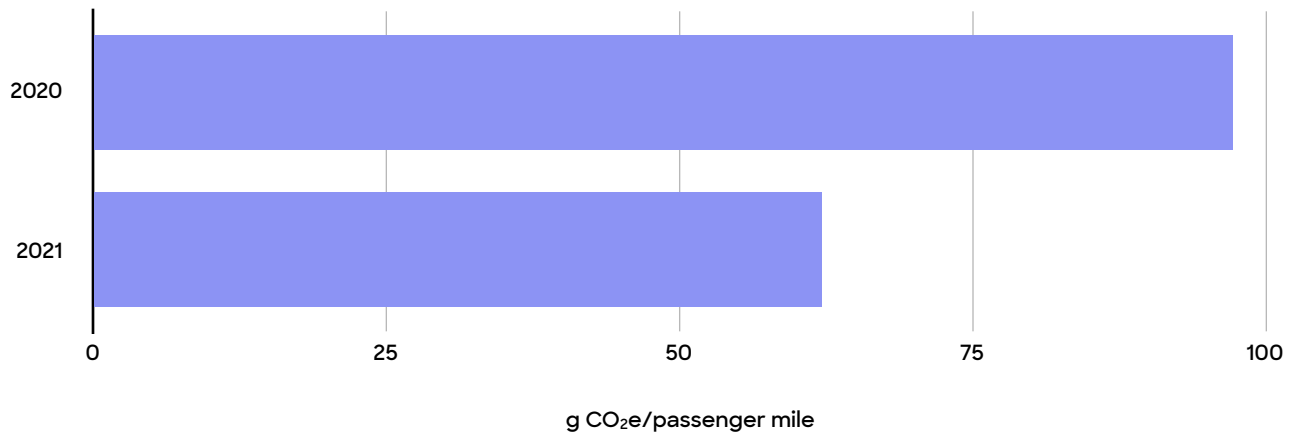
In the short period of time since Bird created the e-scooter sharing industry in August 2017, we have already made significant changes to both the vehicles we operate as well as to how we operate them, and we expect this to continue into the near future. In the table below, we illustrate what we project lifecycle emissions to be under the following achievable changes: Scooter lifespan of two and three-quarter years; one in every two batteries reused; increased recycled content in our vehicles; greater operational efficiency

and further reduced charger VMT; and finally, the complete elimination of any use of air freight for transportation of scooters.



**Notes:** Projected lifecycle emissions in SF 2021

Bird continues to iterate on both our vehicle as well as our operations. The progress since launch in 2017 has been—and continues to be—extremely rapid. This is aided by a tight coupling between creating more durable vehicles and running a more financially sustainable business. Unlike the private car market—where consumer preferences often reward manufacturers who market SUVs and trucks—the incentive of scooter operators like Bird is to create robust, efficient vehicles suitable for shared use. The table below shows the projected continued evolution of Bird.



**Notes:** Bird Two Projected Lifecycle Emissions in SF

## Partnership with San Francisco

We look forward to continuing our partnership with San Francisco in increasing the number of sustainable trips citizens take each day. Bird is aligned with the City's initiatives around active modes, and deeply invested in making San Francisco a cleaner, better place to live in and get around. According to a leading sustainable transportation think tank the Institute for Transportation and Development Policy (ITDP), now is the right time to act:

“As we battle global crises of public health, climate change, and road safety, we cannot miss this opportunity to prioritize non-motorized transport. Now is the time for cities to respond by building infrastructure for and making space on our streets to accommodate micromobility modes. This must happen in conjunction with enacting policies that keeps its many users safe, and encourages more people to switch modes.”<sup>22</sup>

The results above show that micromobility can be an ally in helping the city to meet its goals in reducing the carbon intensity of its system of transportation. To the extent that the city invests in bike lanes, and more generally reclaims public space from private automobiles, this makes it more attractive for citizens to choose two wheels. This in turn raises the rates of utilization of shared devices, which will further drive down emissions per passenger mile. The network effect of a well-utilized fleet improves with the density of available vehicles, adding to the fleet's overall sustainability. The positive feedback loop of a shared system cannot be underestimated.

Perhaps the most effective way for cities to realize lower emissions is to turn away from car-centric development and make the low emissions modes relatively more attractive through the reallocation of space. With low gas prices, and public transit post COVID-19 adversely impacted, cities need to actively nudge citizens towards cleaner choices to meet the goals reflected in their long-term plans. San Francisco MTA Director of Transportation, Jeffrey Tumlin, shared, in a recent Board of Supervisors meeting, that his focus is now on seizing the opportunity at hand – and we are committed to working with the city to help implement the changes required in whatever way we can.

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<sup>22</sup> ITDP, “As the Impacts of Coronavirus Grow, Micromobility Fills in the Gaps,” March 24, 2020, *available at* <https://www.itdp.org/2020/03/24/as-the-impacts-of-coronavirus-grow-micromobility-fills-in-the-gaps/>



## VI. Conclusion

Bird continues to be the leader in sustainable micromobility and is working on numerous strategies across each phase of the e-scooter lifecycle for further improvement. Bird has already made significant progress in its lifecycle footprint thanks in part to its considerable investment in hardware research and development; Bird scooters are already lower in carbon emissions than those of average occupancy bus trips and are significantly more sustainable than private car trips and TNC trips.

This LCA provides only a snapshot of a rapidly evolving company and transportation market, and it shows that Bird is currently among the lowest-carbon transportation options available today. It is also a service in progress, and Bird is working to reduce its manufacturing, shipping, operational, and end-of-life emissions while producing a more durable, high-quality product for its riders.

As with all such analyses, this one has limitations. The largest is that it does not use multi-modal transportation systems modeling, rather it uses static lifecycle emission estimates to compare across use types. In reality, consumer choice and mode shift are complicated; more complex analyses would have to be done to look at changing transportation systems, chained trips, induced trips, consumer preferences, and grid mixes over time to get an accurate estimate of how e-scooters can help reach the ambitious goals of San Francisco's Climate Action Strategy. There is also imprecision around important parameters such as lifespan and expected vehicle utilization.

Bird can help the city with a rapid move toward low-carbon transportation. In the same way, the city can contribute to improving Bird's climate impact by continuing its efforts in promoting climate-friendly and sustainable urban transportation. We look forward to continuing to iterate on our vehicles and operational strategies to help the City of San Francisco to provide sustainable transportation options for its residents and visitors.



# Appendix

Table 1: Summary of sources of emissions and model assumptions

Source of Emissions	Description	Key Assumptions - 2020 Projection	Key Assumptions - 2021 Projection
<b>Manufacturing</b>	Associated with the mining and extraction of raw materials, movement of those materials to the facility, industrial processing of the components, and assembly of the final product.	Electricity grid mix: China average	Electricity grid mix: China average
<b>Battery</b>	A significant component of manufacturing emissions is the production of the battery. Bird Two battery lifespan is projected to exceed that of the vehicle as a whole.	We assume that one in every four Bird Two batteries will be able to be reused in another vehicle or a second life application.	We assume that one in every two Bird Two batteries will be able to be reused in another vehicle or a second life application
<b>Shipping</b>	Associated with moving the e-scooters from the manufacturing facility over ocean, air, and road to move the e-scooter to the end of life market.	Transpacific Leg: - Marine transport: 99% - Air transport: 1%  Continental US Leg: - Heavy Duty Truck: 100%	Transpacific Leg: - Marine transport: 100%  Continental US Leg: - Heavy Duty Truck: 100%
<b>Vehicle Operations</b>	Refers to the “Tank to Wheels” emissions or those produced when converting the fuel into vehicle movement. For gasoline, this is the act of combustion, while for a battery electric vehicle there are no tailpipe emissions created.	Charging Emissions: 243.5 g CO <sub>2</sub> e/kWh	Charging Emissions: 243.5 g CO <sub>2</sub> e/kWh. This assumes no increase in the renewable share of California’s energy mix.
<b>Charger Vehicle Miles Traveled (VMT)</b>	Refers to the vehicle tailpipe emissions associated with collecting the scooters, taking them to the charging / service location, and distributing the scooters back onto the streets after they have been fully charged.	Charger VMT · 0.5 miles per Bird pick-up/drop-off  Charger Vehicle Fuel Economy · Car (Gasoline): 26.1 mi/gge · Car (Electric): 111 mi/gge · SUV (Gasoline): 20.1 mi/gge · Pickup Truck (Gasoline): 16.4 mi/gge	Charger VMT · 0.35 miles per Bird pick-up/drop-off  Charger Vehicle Fuel Economy · Car (Gasoline): 26.1 mi/gge · Car (Electric): 111 mi/gge · SUV (Gasoline): 20.1 mi/gge · Pickup Truck (Gasoline): 16.4 mi/gge

**Table 2: Materials Inventory**

<b>Materials Inventory-Bird Two Scooter</b>		
	lbs	%
Total Steel	2.6	6%
Total Stainless Steel	2.4	5%
Total Wrought Aluminum	5.6	12%
Total Cast Aluminum	16.2	34%
Total Rubber	2.8	6%
Total Plastic	3.8	8%
Total Copper/Brass	0.4	1%
Total Others	3.2	7%
Total Battery	10.0	21%

**Table 3: Component Lifespan Assumptions for 2020 Model**

<b>Component</b>	<b>Component Lifetime (days)</b>	<b>Expected Replacements During Scooter Lifetime</b>
Frame	733	0
Wheels	733	0
Tires	367	1
Battery	916	1 in 4 batteries might have second life
Brain	666	0.1
Electric Motor	666	0.1

Note: Expected Replacements are based on guidance from Bird's engineering team, following extensive testing. They are based on current average vehicle lifespans of around 2 years, projected from actual rates of churn, which includes any loss related to damage and theft. As of May, 2020, for Bird Two vehicles in San Francisco, Bird has completed 0 frame replacements, 18 wheel replacements, 5 tire replacements, 9 electric motor replacements, 15 brain replacements, and 0 battery replacements. Bird has not scrapped any Bird Two vehicles. These actuals do not lead us to update our engineering estimates.

**Table 4: Material Composition [lbs]**

	<b>Frame</b>	<b>Tires</b>	<b>Brain</b>	<b>Electric Motor</b>	<b>Other*</b>	<b>Packaging**</b>
Total Weight	22.99	1.91	0.63	6.3	3.14	2
Steel	2.06	0	0	0.56	0	0
Wrought Aluminum	5.58	0	0	0	0	0
Cast Aluminum	13.68	0	0	2.47	0.03	0
Copper/Brass	0	0	0.37	0.08	0	0
Average Plastic	0.54	0	0.2	0	1.01	2
Rubber	0.53	1.91	0.03	0	0.33	0
Others	0.6	0	0.03	0.8	1.76	0

\* Wires, reflector, rubber handles, brake switch, QR Code box

\*\* During shipping

**Table 5: Material Energy Use [mmBtu per vehicle lifetime]**

	<b>Frame</b>	<b>Tires</b>	<b>Brain</b>	<b>Electric Motor</b>	<b>Other*</b>	<b>Packaging**</b>
Total energy	1.08	0.075	0.017	0.138	0.054	0.078
Fossil fuels	0.723	0.072	0.016	0.093	0.052	0.076
Coal	0.293	0.023	0.005	0.04	0.01	0.012
Natural gas	0.308	0.038	0.007	0.038	0.031	0.046
Petroleum	0.122	0.011	0.003	0.015	0.011	0.018
Water consumption	518.686	7.705	0.978	65.98	3.133	1.804

\* Wires, reflector, rubber handles, brake switch, QR Code box

\*\* During shipping

**Table 6: Material Emissions [grams per vehicle lifetime]**

	<b>Frame</b>	<b>Tires</b>	<b>Brain</b>	<b>Electric Motor</b>	<b>Other*</b>	<b>Packaging**</b>
Volatile organic compounds (VOC)	11.563	0.675	0.181	1.691	0.655	1.038
Carbon monoxide (CO)	41.538	2.423	1.08	7.608	3.626	6.278
Nitrogen oxide (NOx)	52.579	5.871	1.722	6.945	3.516	4.771
Particulate matter 10 (PM10)	40.7	4.014	0.322	5.222	1.37	1.195
Particulate matter 2.5 (PM2.5)	19.743	0.934	0.115	2.576	0.361	0.328
Sulphur oxides (SOx)	250.636	10.172	26.47	37.539	10.996	17.495
Black carbon (BC)	0.429	0.036	0.02	0.058	0.026	0.037
Organic carbon (OC)	0.724	0.072	0.018	0.095	0.043	0.058
Methane (CH4)	116.581	12.61	3.274	14.694	12.551	20.162
Nitrous oxide (N2O)	1.084	0.113	0.037	0.134	0.141	0.237
Carbon dioxide (CO2)	62879.561	4646.411	990.195	8271.347	2535.736	3217.705
Greenhouse gas emissions (GHGs / CO2e)	71652.139	5060.687	1100.479	9382.576	2965.76	3898.587

Note: Carbon dioxide equivalent (CO2e) refers to the 100-year time horizon global warming potential (GWP) of increased CO2. Emissions from CH4 and N2O are converted into CO2 equivalents using factors adapted from the IPCC Fifth Assessment Report, 2014 (AR5). This report uses GHGs and CO2e interchangeably.

\* Wires, reflector, rubber handles, brake switch, QR Code box

\*\* During shipping

**Table 7: Battery Energy Use [mmBtu per battery lifetime]**

Total energy	0.70
Fossil fuels	0.61
Coal	0.28
Natural gas	0.26
Petroleum	0.07
Water consumption	133.39

**Table 8: Battery Emissions [grams per battery lifetime]**

VOC	10.02
CO	26.55
NOx	64.54
PM10	33.56
PM2.5	11.27
SOx	614.77
BC	0.78
OC	0.94
CH4	100.86
N2O	0.97
CO2	48409.35
GHGs	52390.15

**Table 9: Vehicle Assembly Energy use [mmBtu per vehicle lifetime]**

	<b>Paint Production</b>	<b>Painting</b>	<b>HVAC &amp; Lighting</b>	<b>Heating</b>	<b>Material Handling</b>	<b>Welding</b>	<b>Compressed Air</b>
Total energy	0.0100	0.0519	0.0000	0.0000	0.0072	0.0095	0.0143
Fossil fuels	0.0087	0.0498	0.0000	0.0000	0.0062	0.0083	0.0125
Coal	0.0083	0.0134	0.0000	0.0000	0.0060	0.0079	0.0119
Natural gas	0.0002	0.0360	0.0000	0.0000	0.0002	0.0002	0.0004
Petroleum	0.0002	0.0004	0.0000	0.0000	0.0001	0.0001	0.0002
Water consumption	1.0375	1.7533	0.0000	0.0000	0.7411	0.9869	1.4786

**Table 10: Vehicle Assembly Emissions [grams per vehicle lifetime]**

	<b>Paint Production</b>	<b>Painting</b>	<b>HVAC &amp; Lighting</b>	<b>Heating</b>	<b>Material Handling</b>	<b>Welding</b>	<b>Compressed Air</b>
VOC	0.0738	0.5360	0.0000	0.0000	0.0527	0.0702	0.1052
CO	0.1370	1.9793	0.0000	0.0000	0.0979	0.1304	0.1953
NOx	0.4623	3.2219	0.0000	0.0000	0.3302	0.4397	0.6588
PM10	0.1510	0.3715	0.0000	0.0000	0.1079	0.1437	0.2152
PM2.5	0.0573	0.2195	0.0000	0.0000	0.0409	0.0545	0.0816
SOx	2.1248	3.7924	0.0000	0.0000	1.5177	2.0211	3.0280
BC	0.0034	0.0286	0.0000	0.0000	0.0025	0.0033	0.0049

OC	0.0077	0.0661	0.0000	0.0000	0.0055	0.0074	0.0110
CH4	1.2857	9.2721	0.0000	0.0000	0.9184	1.2230	1.8323
N2O	0.0144	0.0934	0.0000	0.0000	0.0103	0.0137	0.0205
CO2	861.0000	3506.0000	0.0000	0.0000	615.0000	819.0000	1228.0000

## 11: Transportation Emissions [grams per vehicle lifetime]

	<b>Ocean Tanker</b>	<b>Heavy-Duty Truck</b>	<b>Aircraft</b>
VOC	0.0004	0.0001	0
CO	0.0009	0.0004	0
NOx	0.0104	0.0010	0
PM10	0.0009	0.0000	0
PM2.5	0.0008	0.0000	0
SOx	0.0072	0.0000	0
BC	0.0001	0.0000	0
OC	0.0003	0.0000	0
CH4	0.0000	0.0001	0
N2O	0.0000	0.0000	0.0000
CO2	0.4228	0.3988	0.9351

## Table 12: Vehicle Recycling / Disposal Energy Use [mmBtu per vehicle lifetime]

Total energy	0.0523
Fossil fuels	0.0455
Coal	0.0435
Natural gas	0.0013
Petroleum	0.0008
Water consumption	5.4082

**Table 13: Vehicle Recycling / Disposal Emissions [grams per vehicle lifetime]**

VOC	0.3849
CO	0.7144
NOx	2.4097
PM10	0.7872
PM2.5	0.2986
SOx	11.0755
BC	0.0179
OC	0.0404
CH4	6.7020
N2O	0.0749
CO2	4491.0000

**Table 14: Operations VMT Energy Use [mmBtu per vehicle lifetime]**

Total energy	614127.8
Fossil fuels	573181.4
Coal	0
Natural gas	0
Petroleum	573181.4
Water consumption	0



**Table 15: Operations VMT Emissions [grams per vehicle lifetime]**

VOC	24.20
CO	352.00
NOx	19.80
PM10	2.20
PM2.5	2.20
SOx	0.00
BC	0.00
OC	0.00
CH4	2.20
N2O	0.00
CO2	47106.40
GHGs	47423.72

**Table 16: Operations Electricity Emissions [grams per vehicle lifetime]**

VOC	0.59
CO	8.12
NOx	9.59
PM10	1.48
PM2.5	0.82
SOx	13.33
BC	0.09
OC	0.27
CH4	0.50
N2O	0.13
CO2	19375.11