


SFMTA Powered Scooter Share Program Permit Application

Applicant Information

Please Print Clearly			
Business Name:	Pheenix CH LLC dba Spin	Business Phone:	888-249-9698
Contact Person:	Brit Moller, Head of Public Policy & Communications	Cell Phone:	202-315-8742
Mailing Address:	455 Toland St. San Francisco, CA 94124		
Street Address if different than above:			
Email Address:	brit.moller@spin.pm	Website:	www.spin.app

Application Agreement

<p>By signing this application, the applicant verifies under penalty of perjury that all the information provided is true and accurate; and that if issued a permit, the applicant agrees:</p> <ul style="list-style-type: none"> to comply with the Permit Requirements in Appendix A and any other requirements of the Powered Scooter Share Program Permit as issued; and that all submitted documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed. 	
Name of Applicant	Brit Moller, Head of Public Policy & Communications
Authorized Signature	
Printed Name, Title and Date	Brit Moller, Head of Public Policy & Communications 04/25/2024

RE: FY25-FY26 SFMTA Powered Scooter Share Program Permit Application

Dear Powered Scooter Share Program Selection Committee:

On behalf of Spin, we want to thank you for the opportunity to present this enclosed proposal to the San Francisco Municipal Transportation Agency (SFMTA) in response to the City's Powered Scooter Share Program Permit Application. We applaud the City for continuously raising performance standards and considering only the best performing applicants to provide shared scooters and adaptive options that meet the City's needs.

Founded in 2016 and based in San Francisco, Spin currently operates micromobility services for shared e-bikes and e-scooters in over 80 cities and universities across the country. We have never been the largest shared mobility company, but we are proud to be widely considered the most compliant, accountable, and equity focused. Our team is driven by a commitment to building strong public-private partnerships with cities, employing 100% in-house teams of professional W-2 employees, and making our service the most equitable in the industry. As clear evidence of this approach, we made history back in 2018 by becoming the first micromobility company to embrace a 100% in-house operations model with no franchises, "Logistics Partners", or subcontractors carrying out critical safety functions like daily deployments, maintenance, and vehicle charging. In San Francisco more specifically, we are **proud to share that 100% of our local operations team are unionized W-2 employees represented by the Teamsters (Local 665).**

Since originally launching back in October 2019 under SFMTA's Powered Scooter Pilot Program, we have accomplished the following clear track record:

- 1. Fair Labor Practices:** Our in-house local Operations team is unionized with 100% of our W-2 employees represented by the Teamsters (Local 665). In late 2023, we recently executed an extension of our existing Community Benefits Agreement. All local Spin operations employees in San Francisco are also paid a living wage starting at \$24 per hour with comprehensive benefits and critical worker protections, including paid holidays and up to 4 weeks of paid vacation.
- 2. Equitable Pricing & Free Adaptive Devices:** Under our industry-leading Spin Access equity pricing plan, low-income users completed over 21,000 free or heavily discounted trips (50% off) in 2023. We also offer complimentary personal delivery and free trips on our adaptive devices (no hidden fees or deposits) in an effort to make our service more accessible to those with limited mobility.
- 3. Continuous Community Engagement:** We have hosted over 200+ cumulative community outreach events and pop-up tabling sessions focused on equity (e.g. how to sign up for our Spin Access equity program), rider safety, and adaptive device options.
- 4. Leading Data Partner:** We have proactively updated our data sharing practices to MDS 2.0 (Provider version and soon Agency) and provided sidewalk riding data with telemetry on a monthly basis to inform future infrastructure development.
- 5. Highly Sustainable Operations:** We use 100% renewable electricity from PG&E Solar - Go Green SF for our warehouse and scooters. We also reuse as many scooter parts as possible when repairing scooters to reduce waste; we recycle 100% of worn or damaged scooter parts and batteries locally.
- 6. Operational Excellence:** According to the SFMTA's public dashboards, we are by far the most responsive and least frequently cited operator for parking violations. Our team averages a response time of 45 minutes to parking relocation notices with fewer than half the number of citations as our counterpart (Lime) in 2024.

7. Industry-Leading Safety Technology: Our new Spin 6 e-scooter model features a number of innovative safety features, including real-time sidewalk detection, turn signals located on both handlebars; a large 11.2 inch front wheel with dual shocks; a convenient mobile phone holder and wireless charger; an optional app-integrated locking mechanism; a bag hook; a triple independent braking system that provides best-in-class stopping performance; and a long-range swappable battery (70+ miles per charge) that significantly decreases our carbon footprint.

Although our team has accomplished much over the last five years, we recognize there is still plenty of room for improvement in our efforts to increase access for all San Franciscans and further enhance safety for pedestrians and the disability community. If awarded a new permit, we will build on our experiences and collaborate closely with SFMTA to make continuous improvements to our service, as outlined throughout this proposal. **In the spirit of a true partner, we will also be upfront with what is realistic from both a financial and practical point of view. Simply put, we will not make promises we cannot keep** since that serves neither of us in the long run.

Once again, thank you again for this opportunity to continue serving the City of San Francisco. We have carefully reviewed the new permit requirements and fully understand the expectations. We look forward to continuing to build on our strong partnership with SFMTA staff and remain committed to ensuring an equitable and sustainable mobility system that San Francisco, its residents and visitors can depend on.

Best regards,





Brit Moller, Head of Public Policy & Communications

SPIN

1) Applicants shall provide proof that devices are Safety-Certified Powered Mobility Devices, defined in San Francisco Fire Code §325 as compliant with one of the following certification requirements.

UL2272 Certification

<h1>Certificate</h1>		
Certificate no.		CU 72226368 01
License Holder:	Manufacturing Plant:	
Ninebot (Changzhou) Tech Co., Ltd. 16F-17F, Block A, Building 3, No.18, Changwu Mid Rd, Wujin Dist., Changzhou Jiangsu P.R. China	Ninebot (Changzhou) Tech Co., Ltd. No.2 Plant Intelligent Digital Industrial Park No.18-65 Changwu Mid Rd., 213000 Changzhou, Jiangsu P.R. China	
Test report no.: USA-SOS CN224DJO 001	Client Reference: ZHAO CAIE	
Tested to: ANSI/CAN/UL 2272:2016		
Certified Product: Electric scooter	License Fee - Units	
Model Designation: C1	8	
Rated Input: DC 54.6V, 3.0A, 662Wh		
Rated Ambient Temperature: 40°C		
Protection Class: Class III		
Appendix: 1	8	
Licensed Test mark:	Date of Issue (day/mo/yr)	
	07/06/2022	
TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470, Tel (203) 426-0888 Fax (203) 426-4009		



Date : 2022/06/07

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

Re. : CU US + Canada Certificate

Type of Equipment : Electric scooter
Model Designation : See Certificate
Certificate No. : CU 72226368 0001
File No. : CN224DJO 001
Engineer/Contact : Sven Olaf Steinke
Standard(s) : ANSI/CAN/UL 2272:2016

Dear Ms. Cherry Zhao,

The above referenced technical equipment has been tested and was found to be in compliance with the listed test requirement(s). Enclosed, please find the TUV Rheinland approval document No. CU 72226368 0001. It authorizes you to label the listed product(s) with the TUV Rheinland Mark identified in the approval document. For compliance, the Test Mark must be on the approved unit.

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

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

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

Sincerely yours,
Certification Body

Paddy Qiu
QA Certification Officer

Enclosure

Produkte

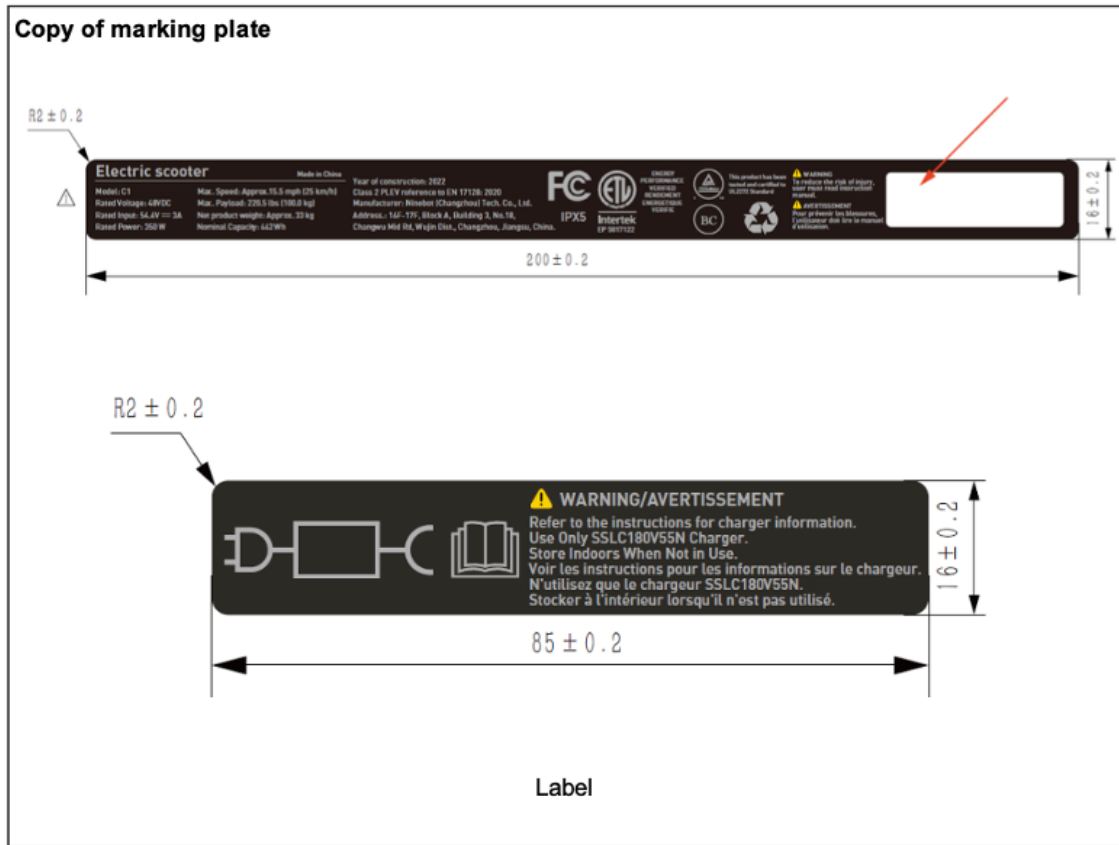
Products

Prüfbericht - Nr.: CN224DJO 001		Seite 1 von 57	
<i>Test Report No.:</i>		<i>Page 1 of 57</i>	
Auftraggeber: <i>Client:</i>	Ninebot (Changzhou) Tech Co., Ltd. 16F-17F, Block A, Building 3, No.18, Changwu Mid Rd, Wujin Dist., Changzhou, Jiangsu, China.		
Gegenstand der Prüfung: <i>Test item:</i>	Electric scooter		
Bezeichnung: <i>Identification:</i>	C1	Serien-Nr.: <i>Serial No.:</i>	N/A
Wareneingangs-Nr.: <i>Receipt No.:</i>	A003226820 001 to 003	Eingangsdatum: <i>Date of receipt:</i>	2022-03-14
Prüfört: <i>Testing location:</i>	TÜV Rheinland (China) Ltd. Room 401, 4F, Block C, Building 1, No.139, JingHai 3rd Road, Economic Technological Development Area, Beijing 100176, China		
Prüfgrundlage: <i>Test specification:</i>	ANSI/CAN/UL-2272:2016		
Prüfergebnis: <i>Test Result:</i>	Der Prüfgegenstand entspricht oben genannter Prüfgrundlage(n). <i>The test item passed the test specification(s).</i>		
Prüflaboratorium: <i>Testing Laboratory:</i>	TÜV Rheinland (Shenzhen) Co., Ltd. 1F East & 2-4F, Cybio Technology Building No.1, No.16 Kejibei 2nd Road, High-Tech Industrial Park North Nanshan District, 518057, Shenzhen, China		
geprüft/ tested by:		kontrolliert/ reviewed by:	
2022-05-27	Zhang He / PE	2022-05-27	Sailing Li / TC
<i>Datum</i> Date	<i>Name/Stellung</i> Name/Position	<i>Datum</i> Date	<i>Name/Stellung</i> Name/Position
	<i>Unterschrift</i> Signature		<i>Unterschrift</i> Signature
	<i>Zhang he</i>		<i>Sailing Li</i>
Sonstiges/ Other Aspects:			
Abkürzungen: P(ass) = entspricht Prüfgrundlage F(ail) = entspricht nicht Prüfgrundlage N/A = nicht anwendbar N/T = nicht getestet		Abbreviations: P(ass) = passed F(ail) = failed N/A = not applicable N/T = not tested	
Dieser Prüfbericht bezieht sich nur auf das o.g. Prüfmuster und darf ohne Genehmigung der Prüfstelle nicht auszugsweise vervielfältigt werden. Dieser Bericht berechtigt nicht zur Verwendung eines Prüfzeichens. <i>This test report relates to the a. m. test sample. Without permission of the test center this test report is not permitted to be duplicated in extracts. This test report does not entitle to carry any safety mark on this or similar products.</i>			

TUV Rheinland (Shenzhen) Co., Ltd. East of F/1, F/2-F/4, Building 1, Cybio Technology Building, No. 6 Langshan No.2 Road,
North Hi-tech Industry Park, Nanshan District, Shenzhen P.R. China

Mail: service@de.tuv.com · Web: www.tuv.com

Test item particulars:	
Information about the product needed to establish a correct test program, such as product mobility, type of power connections and similar.	(Test item particulars are selected by the TRF Originator base on the requirements in the standard)
Designation	: C1
Nominal input voltage	: 54.6Vdc
Rated capacity	: 13800mAh
Maximum charge voltage	: 54.6Vdc
Maximum charge current	: 3000mA (EUT)
Final voltage	: 35.1Vdc
Max Ambient Temperature	: 0-40°C (EUT)
Manufacturer's charge method	: Charging the battery with 3000mA constant current until 54.6Vdc, then constant voltage until the charge current reduces to 276mA at ambient 25°C±2°C.
Possible test case verdicts:	
Test case does not apply to the test object	: N(/A)
Test object does meet the requirement	: P(ass)
Test object does not meet the requirement	: F(ail)
Testing:	
Date of receipt of test item	: 2022-03-14
Date(s) of performance of tests	: 2022-03-14 to 2022-05-17
General remarks:	
This report shall not be reproduced, except in full, without the written approval of the testing laboratory.	
The test results presented in this report relate only to the object tested.	
"(see remark #)" refers to a remark appended to the report.	
"(see appended table)" refers to a table appended to the report.	
Throughout this report a point is used as the decimal separator.	



Summary of testing:

C1 is evaluated in this test report per the following test items according to ANSI/CAN/UL-2272:2016;

Relevant clauses were considered and evaluated based on the approved power adapter " WU XI SANS ELECTRONIC CO LTD. , SSLC180V55N" through the test report, adaptor is not evaluated by this report;

Charging the battery with 3000mA constant current until 54.6Vdc, then constant voltage until the charge current reduces to 276mA at ambient 25°C±2°C

All battery pack was evaluated according to UL 2271:

Motor was evaluated according to UL 1004-1 and UL 1004-7.

Test items:

Clause(s)	Test(s)	Remark
27	Temperature Test	
31	Leakage Current	
33	Vibration Test	
34	Shock Test	
35	Crush Test	
36	Drop Test	
37	Mold Stress Relief Test	
38	Handle loading test	
39	Motor Overload	
40	Motor locked rotor	
42	Water exposure test	
43	Thermal cycling	
44	Label Permanence Test	

Description of the product:

1. All battery pack have overcharge, over-discharge, over current and short-circuits proof circuit.
2. Only hardware protection used (fuse and NTC used for battery, Mechanical brake for overspeed protection), System FMEA analysis report provided by manufacture according to UL 2272.

2) Applicants shall submit test results from a qualified independent lab demonstrating that each model scooter (including models in the Adaptive Scooter Program, if applicable) put into service meets or exceeds requirements set forth in California Vehicle Code §21223, §21227 and §21235, and San Francisco Transportation Code § 916(d)(5)(T), at a minimum...

We attest that both of our actively deployed Spin e-scooter models, Spin 6 and S-100, currently meet and exceed the state and local vehicle requirements listed above. Both models have also been demonstrated and approved by SFMTA staff as street legal and fulfill the sidewalk detection requirements and end-of-trip performance reports.

Per the City’s Q&A clarification response, we elect to provide this attestation and existing approval from SFMTA staff in lieu of new independent lab testing. We have also included previously conducted lab testing completed in 2021 on the following pages for review.



ACT
ACT Lab LLC 3200 East 59th Street, Long Beach, CA 90805 • Tel: 562.470.7215 • Fax: 562.470.7220 • www.act-lab.com

**RESEARCH AND DEVELOPMENT TESTING FOR
SPIN**

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

Prepared For:
Spin
450 Mission Street, Suite 400
San Francisco, CA 94105



Issue Date: 12 January 2021

Final Report: 1015.06210

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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: 1015.06210
T-VACT Testing Spin – 1015.06210
Control Document Rev. 23 Dec. 2016

Technician: Matt Bremner

Page 1 of 5



CONCLUSION

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

President,

John A. Bogler

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

Technician: Matt Bremner



DATE AND PLACE OF TEST

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

TEST METHODS

Method for each test conducted is as follows:

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

TEST RESULTS

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

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

CVC 21235 Motorized Scooters

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

END OF REPORT

3) Describe a plan to ensure that devices are safe for operation, including a plan to address safety issues that may arise during the permit term either with a specific device or a fleet-wide issue.

- ✔ **Daily Device Inspections:** Our scooters are fully checked every time an Operations team member touches the scooter for deployment or rebalancing (e.g. Inspected every 24-48 hours on avg.).
- ✔ **Real-time Diagnostics:** All deployed scooters also feature our Spin Insight onboard diagnostic monitoring system, a suite of 30+ sensors checking multiple times per second for 55 defined error states across all components and systems of the device. If a scooter is found to need repair, it is immediately disabled by our Operations team and taken back to the warehouse for further inspection within 30 minutes. In the unlikely event that an issue is discovered that affects every scooter in the fleet, our local Operations team led by Shayne Maupin and Josue Ramirez can **swiftly** disable and prevent all scooters from being rented within 60 seconds using our Spin’s Mission Control system – a capability we have used in the case of weather-related emergencies.
- ✔ **End-of-Trip Rider Reports:** For ongoing rider feedback, we also prompt users at the end of every ride to submit any perceived maintenance issues or report a crash. Our Trust and Safety team tracks and reviews these user reports to identify trends and coordinate any corrective actions from critical repairs to precautionary in-field device inspection

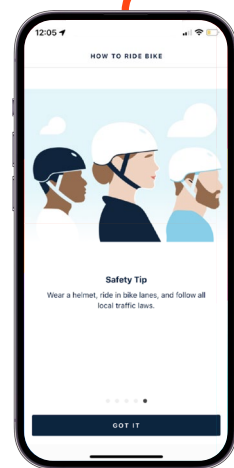
4) Describe commitments to encouraging users to wear a helmet while riding, including plans to make a helmet available as part of each rental.

Free Helmets Distributed at Public Safety Events with Community-Based Organizations

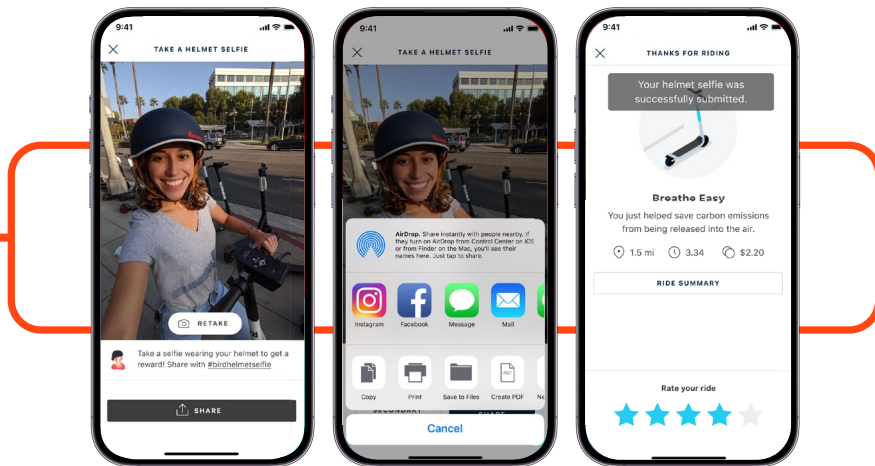
(Monthly/12+ per year): Our in-person approach to user education is built around 1:1 user engagement. Over the last four years, we have co-hosted or participated in over 200+ community events in San Francisco (e.g. with AccessSFUSD, San Francisco Bicycle Coalition, Mayor’s Office on Disability, etc.) many of which are focused on safe riding practices and encouraging helmet use. Looking ahead, we commit to hosting or participating in at least one monthly public engagement event (1+ month/12+ per year) to encourage consistent helmet use and safe riding practices.

Community Partner Collaborations: We leverage our diverse partner network to share Spin Safe information. We have previously worked with a number of local groups, such as the San Francisco Bicycle Coalition, to provide them with free helmets to distribute to their members. The Coalition’s monthly adult education classes, which are primarily located in key neighborhoods like Hunters Point, are a practical way to get helmets into the hands of people who need them.

Continuous Helmet Reminders: Every trip begins with in-app educational screens, whether the rider is a first-time or repeat customer. These screens detail local rules, including clear guidelines that all riders must be at least 18+ and should always wear a helmet. For continuous education, we use push notifications to promote safe riding tips (such as always wearing a helmet), service area changes, and other critical messages to customers. Additionally, customers can easily access our Spin Safe videos and safety quiz within the app by clicking on the “Safety” tab in the main menu. Users also receive Spin Safe information in the “Welcome” email they receive when signing up.



New! - Helmet Selfie Incentive Discount: As a new feature, we can also use our helmet-selfie incentive offering to reward all riders for wearing helmets (e.g., \$1 free ride credit). We've launched this feature in several cities, including Santa Monica and Washington DC, to successfully normalize and promote wearing a helmet. If a rider ends their trip and takes a photo of a properly parked vehicle and their helmet, they will receive \$1.00 in credit towards their next ride. **An important efficacy metric will be the number of riders who actually wear helmets. To this end, we will also share the total number of verified “helmet selfies”** (i.e. users who submit a photo of themselves wearing a helmet in return for a trip discount) **as part of our standard monthly reports.** For a visualization of this feature, please see the photo on the following page.



On Vehicle Helmet Decals: For added awareness, every Spin e-scooter has a decal located on the stem facing the rider to encourage them to always wear a helmet.

Promoting Rides through Social Media: We regularly post Spin Safe content on our social media channels (Instagram, Twitter, TikTok) and with our local partners.

Local Paid Advertising Campaigns on Muni: In April 2021, we ran an eight-week Spin Safe out-of-home ad campaign on Muni transit (see images below for reference). We successfully used both internal and external bus ads to promote our Spin Safe program, encouraging users to request a free helmet from us, ride in the bike lane, and park at bike racks. If offered a highly discounted advertising rate (i.e. we're no longer owned by Ford Motor Company), we are interested in exploring similar advertising opportunities on Muni going forward.

Bus Exterior #1

SPIN

Spin safely in the City by the Bay.

Visit spin.app/safety to take the quiz!



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



Ride in bike lanes, not on sidewalks.



Always lock your scooter to a bike rack.

Bus Exterior #2

SPIN

Ride safely in the City by the Bay.

Learn more at spin.app/safety



Bus Interior

SPIN

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



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

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



5) Description of seated scooters available for rent on-street. Include the following details:

a. Images of proposed devices. No devices with pedals will be considered.

S-100 7th Edition E-Scooter with Seat

1. Throttle
2. Double braking system: Front and rear wheel drum brakes, and rear wheel electronic brake
3. QR code, speedometer, Internet-of-Things, GPS device
4. Warning bell
5. Headlight: Visible from 500 ft. away
6. Spin customer support & ride instructions (standard and braille)
7. Spin logo
8. Dual side front and rear reflectors: Visible from 600 ft. away
9. Dual hydraulic suspension
10. Tires: 10" and puncture-proof
11. Dual kickstand
12. Unique identification number
13. Platform signage
14. Platform: L20" x W7"
15. UL2271-certified long-range swappable battery: Up to 31 miles in range
16. Rear tail light: Visible from 600 ft. away
17. Full dimensions: L44" x W20" x H46"
18. Weight: 70.65 lbs. (scooter + seat + basket)
19. Motor: 350 watts
20. Adaptive seat feature
21. Basket
22. App-controlled cable lock



b. Stepover height of either floorboard or frame.

The stepover height is approximately 7 inches.

c. Wheel size.

The wheel size is 10 inches.

d. Purpose-built seated device:

At this time, we only have one purpose-built, three-wheeled seated device called the “Sporty” available for free rental in San Francisco (see specifications below).

Sporty 3-Wheel Trike

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



6) If applicable, description of standing scooters available for rent on-street.

Include the following details:

a. Images of proposed devices. No devices with pedals will be considered.

Spin 6

1. Double braking system: Front and rear wheel drum brakes
2. Dual-side front and rear turn signals
3. Warning bell
4. Wireless charger, charging icon and mobile device holder
5. Multi-function dashboard: Speedometer, battery status, turn signal and headlight indicator, and status light
6. Handlebar signage: QR code and device activation instructions
7. Throttle
8. Headlight visible up to 500 feet
9. Internet-of-Things and GPS systems & telemetry-based sidewalk detection
10. Cargo hook
11. Onboard signage: Customer service number, rules and regulations
12. Dual side reflectors visible up to 500 feet
13. Swappable lithium-ion battery of up to 43 miles on a full charge depending on terrain
14. Dual hydraulic front fork
15. Magnesium alloy 12" front tire and 10" rear tires that are leak and puncture proof
16. Kickstand
17. Three-in-one rear light visible up to 500 feet away
18. 350W rear motor
19. Dimensions: L47"x W22" x H48"
20. Weight: 71 lbs.
21. Shorter deck to reduce double riding
22. Wider deck width to increase stability and comfort: 7.9"
23. App-controlled cable lock



S-100 7th Edition with Lock

1. Throttle
2. Double braking system: Front and rear wheel drum brakes, and rear wheel electronic brake
3. QR code, speedometer, Internet-of-Things, GPS device
4. Warning bell
5. Headlight: Visible from 500 ft. away
6. Spin customer support & ride instructions (standard and braille)
7. Spin logo
8. App-controlled cable lock
9. Dual side front and rear reflectors: Visible from 600 ft. away
10. Dual hydraulic suspension
11. Tires: 10" and puncture-proof
12. Dual kickstand
13. Unique identification number
14. Platform signage
15. Platform: L20" x W7"
16. UL2271-certified long-range swappable battery: Up to 31 miles in range
17. Rear tail light: Visible from 600 ft. away
18. Full dimensions: L44" x W20" x H46"
19. Weight: 62.56 (scooter + locking device)
20. Motor: 350 watts



b. Stepover height of either floorboard or frame.

Model	Stepover Height
Spin 6 Scooter	7.25 inches
S-100 7th Edition E-Scooter	7 Inches

c. Wheel size.

Model	Stepover Height
Spin 6 Scooter	12 inch front tire, 10 inch rear tire
S-100 7th Edition E-Scooter	10 inches



1) Low-income user plan

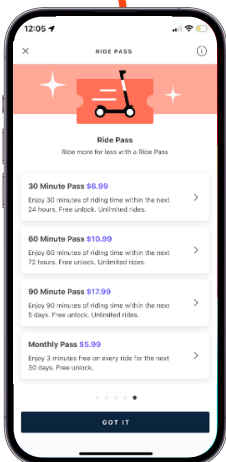
Spin Access Low-Income User Plan

Price Options	Cost	Details
Spin Access Low-Income Pricing	50% off the standard per minute rate	For all eligible low-income San Francisco residents (up to 200% of the Federal Poverty Line), we offer a reduced \$.50 cents unlock fee and 50% off the current standard per minute rate. We do not charge any additional deposit. Please Note: The precise per minute rate is subject to change over time with notice provided to SFMTA.

How to Apply for Spin Access (Streamlined Enrollment Process)

1. We make an effort to inform riders about our Spin Access low-income pricing program in their “Welcome” email, which they receive after creating an account.
2. Anyone can also sign up at <https://www.spin.app/spin-access>. Our online application is available in six (6) languages: English, Spanish, Russian, Chinese, Vietnamese, and Filipino. Applications are processed within 1-2 business days.
3. Users can call our multilingual (English, Spanish) Customer Support team at (888) 249-9698. We also offer free translation services in up to 30 additional languages.
4. We create pop-ups in our Spin app to ask riders if they receive state or federal benefits (e.g. SNAP) to simplify the enrollment process. We also partner with several local organizations (e.g. Booker T. Washington Community Service Center), who can verify applicants’ proof of enrollment in federal, state, or local benefits.

Spin Cash Card (Cash Payment): Anyone can use our SMS-unlock system. Users simply purchase a Spin Cash Card (see below), which we make readily available at monthly safety events, our local warehouse, and through our community partners. By texting the toll-free SMS number, users can add ride credit to their account, check their balance, reserve, unlock, lock, and park a Spin scooter. A clear 4-step process for how to use the SMS system is located on the back of the Spin Cash Card.



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

Beyond our Spin Access pricing program for low-income residents, we also offer a number of flexible Spin passes (30-minute, hourly, and monthly) to make our service more affordable for those who use Spin scooters frequently. Our various Spin pass options are shown to the right. There are no qualification requirements.

We will also continue offering our Complimentary Adaptive Program, which provides free trips for users who reserve one of our adaptive seated devices (no qualifications required). Our two adaptive options (Sporty and S-100 with seat) are available free of charge through the Spin App, via phone or email, and an online request form posted on SFMTA’s Adaptive Program page (see here).

3) Plan for promoting the low-income user plan, and strategy for achieving the goal of one low-income plan member for every two scooters authorized.

Over the last five years, we have collaborated with over 40+ community partners to sign up **4,780 users for our Spin Access low-income pricing program** in San Francisco. We recognize that there is still plenty of room for improvement and we have set a clear target of enrolling another 500 low-income residents over the next six months.

4) Proposed rates that comply with the SF Transportation Code §916(d)(5)(B).

To confirm, we confirm that our proposed rates vary by duration of usage (i.e. currently, 55 cents per minute + taxes and fees) and are clearly communicated to the customer prior to starting their trip consistent with the SF Transportation Code §916(d)(5)(B).

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

As stated above in our response to Q1, our **Spin Cash Cards allow those without a smartphone to use our service simply through SMS texts**. Users simply text the toll-free SMS number located on the back to reserve, unlock, lock, and park a Spin scooter.

6) Other pricing incentives or variable rates proposed, including those that address issues such as overconcentration of scooters in certain areas.

Preferred Parking Incentives: We will continue our practice of incentivizing users with \$0.50-\$1.00 in ride credit to park at designated bike racks in less crowded areas, thereby reducing clutter and assisting our continuous rebalancing efforts with no VMT emissions.

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

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



1) Hours of operation. Higher scores will be given to applicants that propose a larger number of operating hours that scooters are available.

We provide 24/7 hours of operation with the City’s approval.

2) Describe a plan to ensure that at least 5% of applicant’s on-street fleet includes seated devices.

We strive to meet the needs of all San Francisco residents by providing two seated mobility options (Sporty & S-100 Adaptive with seat). Over the last several years, we have incorporated feedback from the San Francisco Mayor’s Office on Disability and other partners in the accessibility community to create a complimentary adaptive program with free rentals for all San Francisco residents. As a result of this input, our two adaptive scooters both include a seat and basket. Our partners had differing opinions on whether two-wheeled or three-wheeled scooters were preferable, so we offer both options.

As required, we confirm that our S-100 scooter with seat will represent at least 5% of our on-street fleet assuming theft and vandalism are reasonably mitigated. Unfortunately, over 120 of our adaptive seated scooters were stolen while deployed on the street in 2023 alone – a sad reality that must be addressed in partnership with law enforcement.

Adaptive Device	Wheels	Seat	Basket	Lock-to	Free Delivery	On-Street
S-100 Adaptive	2	✓	✓	✓	✓	✓
Sporty	3	✓	✓	✓	✓	X

Going forward, we will work with SFMTA and local law enforcement to more forcefully address theft of our adaptive seated devices so a greater number of devices can be deployed without jeopardizing their availability for those who actually need or prefer them.

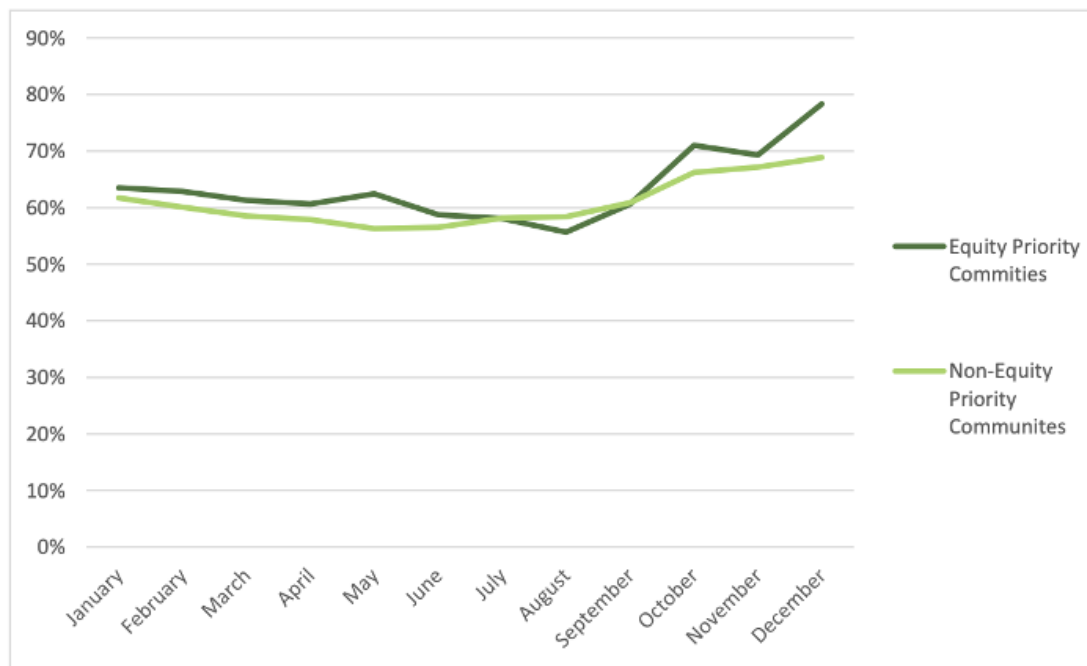
3) Storage location(s) (including address(es)) of scooters during non-operational hours.

Our warehouse is located at **455 Toland Street, San Francisco, CA 94124**. All charging, maintenance or storing takes place at this location during non-operational hours.

4) Describe an operational plan to meet the SFMTA’s Distribution Guidelines and Requirements (Appendix 4), including the Fleet Deployment Threshold, the Key Neighborhood Service Coverage, and the Downtown Cap.

We have served Key Neighborhoods in San Francisco for the last five years in an effort to ensure an equitable number of devices are consistently available for residents across the City. **As of April 15, 2024, over 60% of our rides started or ended in these key neighborhoods** on average each month (see graphic below for 2022 aggregate data). We attribute this success to our team’s diligence in deploying sufficient scooters in these neighborhoods, coupled with regular outreach to reduce any barriers to entry at the source. Our team will continue to serve Key Neighborhoods as defined in the Distribution Guidelines and Requirements, increasing engagement and outreach to foster ridership.

Figure 25: Percent of Trips that Start and End in the Same Neighborhood (2022)



SFMTA Powered Scooter Evaluation Report (Sept.2023)

100% In-house Operations Team: Our highly experienced Operations team (100% W-2 employees represented by the Teamsters Local 665) begins deployment at 5AM, well ahead of the morning commute. The main objectives are swapping batteries as well as rebalancing the Key Neighborhoods. Our Operations Leads keep their finger on the deployment pulse with our Spin Mission Control system, which gives alerts when local availability exceeds the maximum or dips below minimum levels. All Shift Leads are trained to monitor this dashboard throughout their shift and react decisively to any deviations.

Community Partnerships: Since we first launched in San Francisco back in October 2019, our team has engaged with more than 40 local organizations, including many in Key Neighborhoods. These include organizations located at The Mission, Bayview-Hunter’s Point, Visitacion Valley, San Francisco State University, Ingleside, and Excelsior, with a focused effort on driving Spin Access registration and raising awareness about Spin Safe. We are committed to continuing to work with the SFUSD Department of Sustainability to engage teachers and staff, with the San Francisco Humans Services Agency (HSA) to conduct outreach at Recertification Days, and with the San Francisco Bicycle Coalition’s Bike, along with our other partners in Key Neighborhoods.

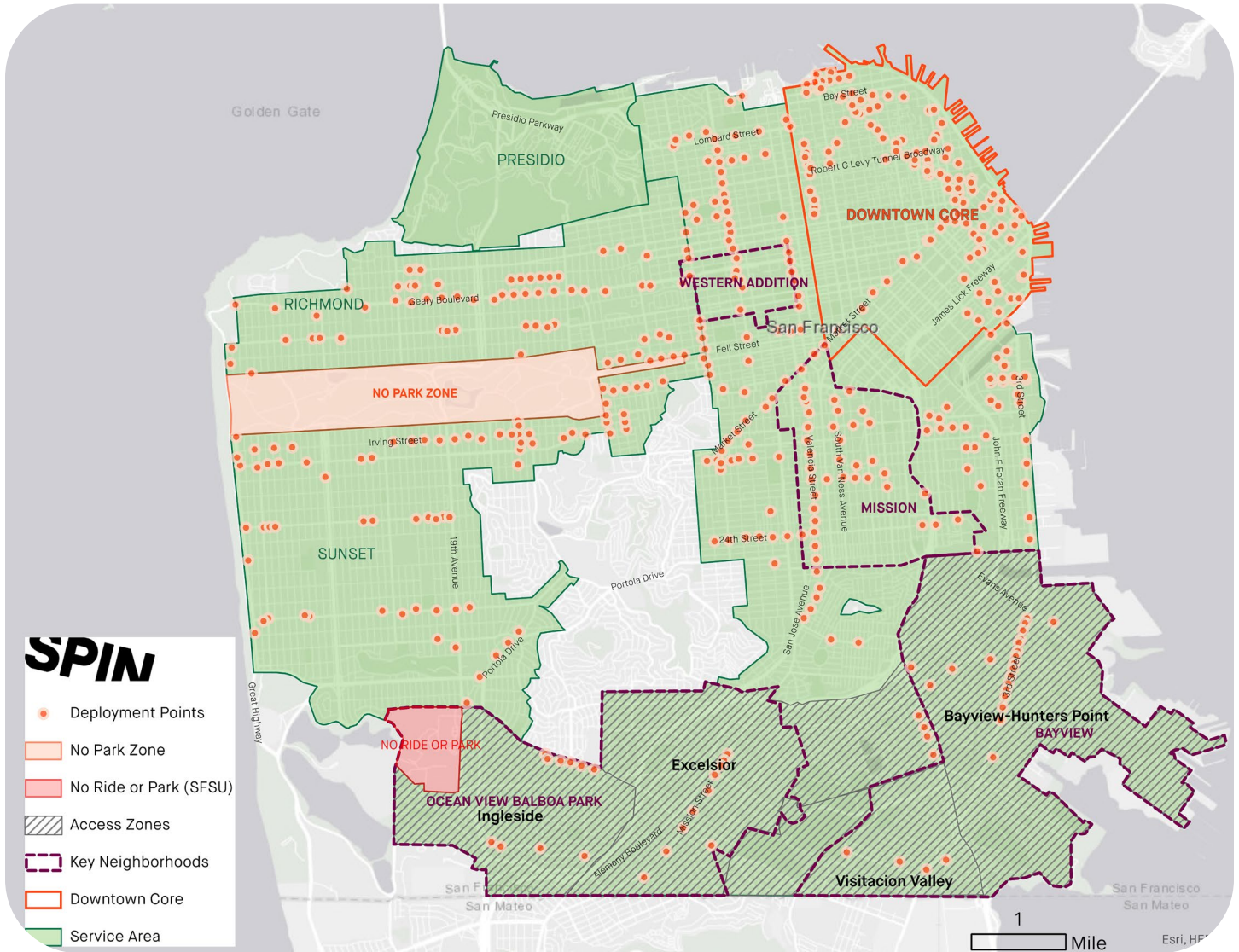
5) Methods for deploying and redistributing scooters consistent with the Distribution Guidelines and Requirements (Appendix 4).

Consistent with SFMTA’s Distribution Guidelines and Requirements under the Powered Scooter Share Program, we use a number of proven methods to equitably deploy and continuously redistribute our scooters across the entire City. This includes:

- ✓ **Early Morning Deployments (Minimize Traffic):** Our Operations team will continue our early morning deployments starting at 5AM before the morning commute begins in earnest to minimize our impact on local traffic congestion. We will also ensure that minimum thresholds are met in Key Neighborhoods and our scooters are deployed (i.e. parked and ready to rent) where they are in the highest demand, such as along public transit options like BART, Muni, and Caltrain stops.
- ✓ **24/7 Continuous Rebalancing (18+ Hourly Rebalancing Sweeps/Day):** Each day, we strive to conduct at least 18+ hourly parking and rebalancing sweeps throughout the entire city, especially high demand, and busy pedestrian traffic areas. This tactic keeps the streets and sidewalks safe for locals and keeps us in compliance with SFMTA’s Distribution Guidelines and Requirements.

- ✔ **Equitable Distribution Across San Francisco:** By leveraging our in-house fleet management system called Spin Mission Control, Shayne Maupin (Regional Operations Manager) and Josue Ramirez (SF Operations Team Led) can measure the real-time location and density of our scooters across the entire service area. This tool exposes differences in deployment densities and enables us to find gaps in availability, which we use to redistribute our devices for more equitable access.
- ✔ **User Rebalancing Through Incentivized Parking Areas:** We offer riders financial incentives (e.g. \$1 off next trip) for parking in preferred parking locations (e.g. bike racks in less busy areas) to guide parking away from oversaturated locations. Our Spin App shows riders clearly where they can earn ride credit by going the extra distance to end their trip at a preferred parking location outside the busy corridors.

San Francisco Deployment Locations



6) Describe procedures for responding to an identified problem of consistent over-concentration of scooters at a specific location or in a high-demand area (e.g. where the number of scooters exceeds available parking).

Looking ahead, we commit to continuing the following initiatives to address the issue of consistent over-concentration and improve distribution across the City:

- **Neighborhood Valet:** As the first operator in San Francisco to introduce the valet service, our local team immediately noticed a need for scooters in high traffic areas where the bike rack infrastructure could not keep up with the demand. That is why we deploy our Neighborhood Ambassadors and Operations Specialists to offer a valet service at areas around the City, including in Fisherman's Wharf and at designated e-scooter parking racks along the Embarcadero. Our team will continue to conduct hourly sweeps to ensure order parking, while also reminding riders to please "lock their scooter to a bike rack" and "do not ride on sidewalks."
- **100% In-House W-2 Employee Team (Teamsters Union Local 665):** We schedule our Customer Support and Operations teams' shifts so that our W-2 employees are available to respond 24/7. During shifts, our Operations team continuously sweeps the City to ensure that scooters are properly parked and meeting distribution requirements as well as responding to any arising requests.
- **24/7 Continuous Rebalancing (18+ hourly sweeps):** We recognize that San Francisco's shared mobility needs are not geographically homogeneous. The Embarcadero, Market Street, and other busy areas often require near-constant rebalancing every hour, while other areas may need just a couple of rebalancing sweeps each day. Even in these less-busy areas, our Operations team proactively monitors fleet conditions along with both the users' and residents' experiences with scooters by conducting regular in-person, on-the-ground parking sweeps.
- **Incentivized Parking Spots:** Over the last three years, we have implemented over 30 preferred parking spots to incentivize riders to park at bike racks in less crowded areas to reduce over-concentration of e-scooters in popular hotspots. Our team uses multiple factors in selecting these incentivized parking locations, including large groupings of bike-racks and data on ridership trends.



1) Applicants shall describe operational plan to meet the SFMTA's Adaptive Scooter Program requirements as detailed in Appendix A, including the following elements:

a. Applicants are required to offer at least two separate device models and at least ten total devices. Describe and include images of the two proposed Adaptive Scooter models.

1. Sporty 3-Wheel Trike: The Sporty is a larger, purpose-built adaptive scooter, designed to provide better stability for people who are uncomfortable using our other two-wheel models. The Sporty has a larger frame, can support more weight, has a wider and more supportive seat with a seat-back, has three wheels to provide the highest level of stability, and has a spacious basket.

Sporty 3-Wheel Trike

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



2. S-100 with seat and basket: As shown to the left, we will also continue to provide free rentals for our popular S-100 scooter with an attached seat and basket.

Based on direct feedback we received at our previous events co-hosted with AccessSFUSD events, we made a number of improvements to the structural integrity of this model as outlined on the following page.



- Seat was way too low
- Really hard to balance
- Hard to restart from seated
- Easier to start standing and then sit down
- Like the front basket

S-100 Design Feedback from Access SFUSD Participants

As shown above, many AccessSFUSD participants noted that the seat on our S-100 was set way too low and it was often difficult to balance. In response we took several actions:

- ✔ We replaced the previous seat attachment with a much more robust version that includes increased seat width and more padding so it's more comfortable for longer trips.
- ✔ We increased the height of the seat and
- ✔ We replaced the previous front basket with a wider and sturdier version.

b. Plan to provide pick-up and drop-off service for Adaptive Scooters within the allowable one-hour pick-up window from 6AM to 10PM.

We enable all residents in San Francisco service to easily reserve, rent, and receive personal pick-up and drop-off service for our Sporty or S-100 adaptive scooters free of charge. Our current average response time is 1 hour for all adaptive device requests.

Our adaptive scooters can be quickly reserved through one of the following options:

- Public Adaptive Device Webform (see [here](#))
- Spin's Customer Support Telephone: 1-888-249-9698
- Email: support@spin.pm
- Spin App Customer Service Chat
- Our comprehensive Adaptive Scooter Program webpage (see [here](#)) provides information on the rental process, hours, location, and related topics.

c. Price structure for Adaptive Scooters

We are happy to offer all adaptive scooters, including personal delivery, **free of charge**. Looking ahead, we will continue providing our Complimentary Adaptive Program and strive to add more adaptive device options as financial conditions improve.

d. Describe how applicant will accept rental requests on-line.

To confirm, we have accepted rental requests online for several years via our public adaptive device webform (see [here](#)). A link is also posted on SFMTA's Adaptive Program site (see [here](#)) to raise awareness and visibility of our Complimentary Adaptive Program.

e. Describe plan to ensure that rental requests are responded to within 24-hours.

Consistent with current practices, we respond to rental requests for our free adaptive devices within 1 hour or less on average. Most requests come through our online adaptive form (see [here](#)) and email, which are reviewed directly to our local team. We confirm we will continue to respond to all requests within 24 hours or less going forward.

f. Plan for outreach and marketing of the Adaptive Scooter Program during the permit term, including how the feedback and perspectives of members of the disability community will continuously be incorporated into the Adaptive Scooter Program.

In-Person Outreach: We will continue to host Adaptive Scooter Demonstration Days (e.g. an upcoming event in Golden Gate Park scheduled for May 3, 2024) , vehicle demonstrations, and focus groups with disability advocacy partners.

Bi-Annual User Surveys: On a bi-annual basis, we will conduct user surveys through our partner organizations to gauge how well the adaptive program is meeting their members' needs and adjust accordingly. As noted on the previous page, we have used such feedback to make structural changes to our adaptive devices to improve their design.

In-App Marketing: We will create custom pop-up messages to alert all users in San Francisco about our Complimentary Adaptive Program and the two adaptive scooters we have available for free personal delivery and rental.

g. Plan for reporting data monthly to the SFMTA, pursuant to Data Reporting Guidelines and Requirements (Appendix 3).

To confirm, we will meet all the data reporting requirements outlined in Appendix 3. We have already updated to MDS 2.0 (Provider) and will complete our upgrade to MDS 2.0 (Agency) before the start of the new program. This includes labeling all adaptive/seated devices in our MDS reporting to improve visibility of their location and deployed status. For the last 4+ years, we also have a clear track record of consistently sending monthly data reports to SFMTA in addition to separate sidewalk riding (telemetry) data reports.



Safe Riding Measures

1) Describe all education and training that you commit to implementing to ensure legal operation of all scooters in the permitted fleet and the safety of users while riding and those around them.

While no single solution can completely eliminate reckless behavior, we take a comprehensive and multi-faceted approach to continuously educate our riders about the rules of the road and how to use our services respectfully. This includes the following: :

a) A mandatory video that expressly instructs riders where they can and cannot ride;

Mandatory Safety Video: Before completing a mandatory local safety, quiz and taking their first trip on a Spin scooter, we require every rider to watch a mandatory safety video on our Spin app that explains where they can and cannot ride in San Francisco.

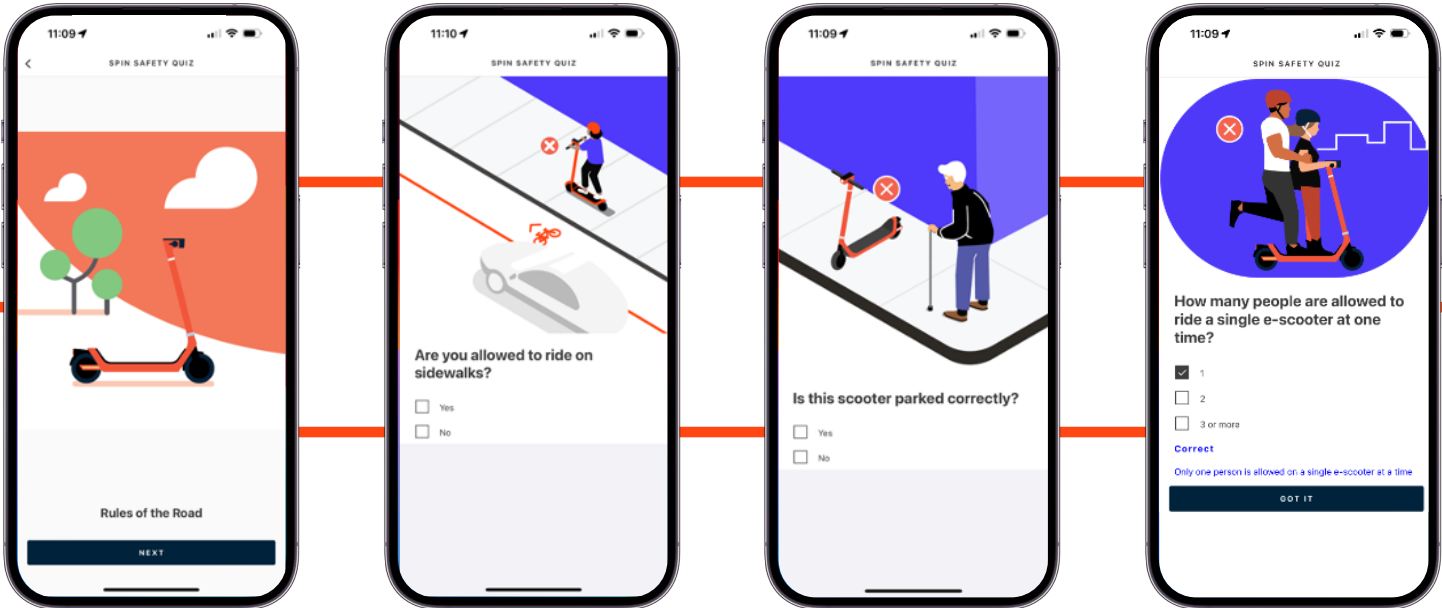
Specifically, this includes informing users of the following strict rules:

- Do not ride sidewalks.
- No double riding (tandem riding with 2 people)
- Always use bike lanes when possible
- Follow the flow of traffic (no wrong way riding).



For a video link of the mandatory safety video, please see [here](#).

Mandatory Local Safety Quiz (All Riders): We require all riders to pass a mandatory safety quiz in San Francisco before taking their first trip. Users must answer at least four (4) (out of five (5)) questions correctly before starting their trip, and the questions are developed in consultation with the City. We will continue to localize our questions and illustrate them with accompanying pictures to improve comprehension and retention.



Warning Messages on Devices: All of our Spin scooters include educational stickers (see example to the right) that clearly states, “no sidewalk riding” and “no double riding”.

b) A pop-up reminder every time a user opens the app that riding on the sidewalk is illegal;

To deter sidewalk riding, we provide a pop-up reminder every time a user opens our Spin app to inform them that riding on sidewalks is illegal and comes with a fine of up to \$500.

c) Use technology (that is already deployed in other cities) that detects and limits a rider’s ability to enter a no ride or slow ride zone, and/or

We use our highly responsive geofencing to instantly detect whenever a rider enters a No Ride or Slow Zone with an immediate response within 1 second or less. We accurately create or adjust all approved geofences in a flexible and timely manner, typically within fifteen (15) minutes or less. This process is led by our local Operations team using GeoJSON polygons to add geofences to various geographical areas across San Francisco. Our GPS-based accuracy is one (1) to three (3) feet in most areas.

Our dynamic and customizable geofences include:

- **Defined Service Area Boundary** of the service area to instantly prevent improper riding or parking outside of approved areas;
- **No Ride Zones** to instantly cut the throttle of all scooters in prohibited areas;
- **Slow Zones** that instantly slow all devices to a specified speed (e.g. 6 mph);
- **Designated Parking Zones** to enforce compliant parking in preferred parking areas (e.g. various designated parking location along the Embarcadero);
- **Preferred Parking Areas** that give financial incentives (e.g., \$1 off next ride) for parking at less-busy bike racks as a way to help rebalance our fleet;
- **No Parking Zones** where our devices are not permitted to be parked or left in these areas (e.g. outside the service area). Riders cannot end their trip until they return to the approved service area and engage our locking mechanism.

d) Commitment to share educational materials on this topic at all outreach community events that the Permittee participates in or sponsors.

In-person Safety Events: We regularly partner with local organizations to host safety events across the City from the Embarcadero, Mission Dolores Park, to Golden Gate Park. These events give us the opportunity to provide safety information, give away free helmets, demo safe riding practices, and get feedback on our service from the public. For example, we have co-hosted several adaptive device events with AccessSFUSD to showcase our adaptive mobility options and gather feedback on desired design changes. We have another upcoming event with Access SFUSD scheduled for May 3, 2024.

2) Describe your plan to limit speeds

Beginner “Slow “Mode (First 3 Trips): After successfully completing the mandatory local safety quiz and reviewing the rule reminder screens, riders can then start their trip. For first-time riders, we automatically implement a Beginner “slow mode” feature, which caps the maximum speed to 10 mph across the City as a safety precaution.

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

The safety of our riders and the public is our #1 priority. Our sign-up process educates users on how to report safety incidents or collisions. At any time, riders can click the hazard warning button “⚠️” on the

bottom left hand corner in the Spin app to active our Community Reporting mode. This allows users to report a collision or safety incident directly to our Trust & Safety Team. All Spin scooters also show our customer support phone number on the device neck. Users are also advised to call or email our Customer Service team to report safety incidents. We share the number of reported accidents with SFMTA in our monthly reports.

a) Describe a plan to offer users the ability to report safety issues, including involvement in a collision, at the end of every ride.

To confirm, Spin asks all riders to rate their trip (1-5 stars) and report any safety issues at the end of their trip. This is done in-app as part of the end-trip process.

This real-time information is then used to follow up with riders directly to gather more details on safety incidents and to immediately inspect damaged devices.

Safe Parking Measures

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

For every trip, we educate and purposefully remind our users about the importance of proper parking with lock-to at bike racks. This comes down to instilling respect for the community, particularly pedestrians and those with accessibility concerns.

Based on the proven best practices outlined below, we are proud to have **fewer than half the number of parking citations (compared to Lime) and the fastest response time to parking relocation requests** over the last year. We credit this high-performance to our 100% in-house, W-2 team represented by the Teamsters. Specifically, we use the following tools to enforce proper parking:

- **Mandatory local safety quiz** and Spin Safe parking video and
- **Proper parking rule reminder screens** with visuals before every trip
- **A required 3-step parking confirmation process** that requires all riders to lock their Spin scooter to a bike rack, take an end-of-trip picture, and confirm the device is not blocking the public right-of-way or an ADA ramp.
- **Strict Penalties & Account Suspensions:** We immediately follow up and issue both fines and account suspensions for riders who flout the rules and park in a manner that exhibits disrespect and a lack of common courtesy.

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

Incentivizing Good Parking: Our app shows preferred parking locations for certain bike racks to incentivize users to end their ride properly at select locations in order to receive \$0.50 to \$1.00 towards their next ride. All end of trip photos is reviewed to confirm proper parking before issuing financial rewards for good parking behavior.

6) Describe the required locking mechanism(s) that allows scooters to be secured to fixed objects as specified in the Mobility Device Parking Requirements and General Guidelines (Appendix 1).

Since 2021, every Spin scooter is equipped with an integrated locking mechanism, which uses wireless connectivity and an advanced cable system to attach the scooter securely to bike racks.

While riding, the cable coils up and clicks into the lock mechanism for safe storage. Spin's lock does not use combination codes or physical buttons; the lock is powered by the scooter's battery and has a tamper-resistant design.

7) Describe plan to display bike rack locations in app.

To confirm, Spin already displays a number of bike rack locations and preferred parking areas with bike racks (e.g. Ferry Building and Piers 27 & 41 in the Embarcadero) across the City. These locations are prominently displayed for riders with a "P" or "\$" sign to guide and incentivize parking in these locations. For practical reasons, we do not visually display every bike rack in our app since it creates an overly cluttered, confusing visual.

Accountability Measures

8) Describe rider accountability measures applicant commits to implementing, including commitment to monitor compliance with applicable laws and regulations, such as those prohibiting riding on the sidewalk or proper parking.

Sidewalk Riding Accountability: Our telemetry-based sidewalk detection system provides a personalized ride report on every trip that notes if any sidewalk detection was detected, including the percentage (%) of the trip on sidewalks. This is used by our local operations team to issue rider warnings, applicable fines, and account suspensions.

Proper Parking Accountability: Our Customer Support team reviews 100% of all parked scooters through user submitted trip-end photos. If users are found to be parked improperly, we will continue to apply our tiered penalty structure, involving warnings and substantial fines, as well as permanent account suspension for those who flout the rules.

9) Describe process for investigating and resolving complaints about improper, unsafe, or illegal riding/parking behavior.

Our Customer Support team receives complaints from the public and users via our 311 integration, email, phone, social media, and in-app support. Once a request is received, our Customer Support team directly works with our local Operations team to solve the problem in the following ways:

- **Regarding a Scooter:** Operations team immediately disables the scooter and picks it up for a thorough device safety inspection within 1 hour.
- **Regarding a User:** Customer Support will investigate using the scooter number and cross-reference the information in the complaint with the data from our telemetry-based sidewalk detection or end-of-trip parking photos. If we are able to identify the user and the safety concern (e.g. improper parking without lock), we reach out to fine or suspend the individual.
- **Other Requests:** Customer Support will consult with the Operations team to determine further action. We always follow up with the initial reporter of the complaint. In cases where SFMTA files a safety complaint, we send an email acknowledging receipt and action taken.

10) Describe applicant's commitment to implementing any additional scooter modifications, notification systems, infrastructure, etc. not otherwise mentioned in this application that further promotes safe scooter riding and/or parking.

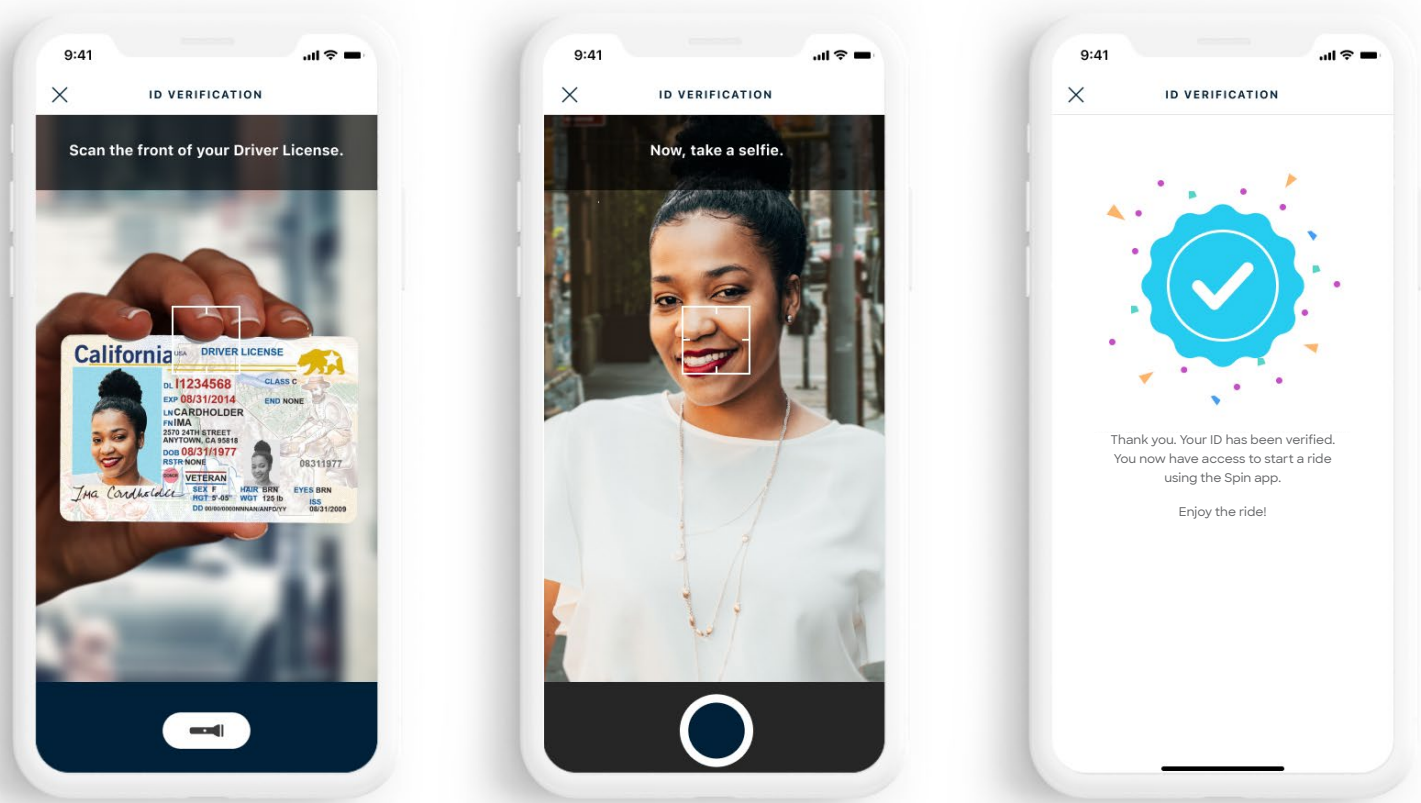
As of September 2023, we began phasing in our latest Spin 6 e-scooter with enhanced safety features to replace our older devices. Simply put, San Francisco is our hometown and will always be prioritized for new safety features and hardware developments.

11) Describe procedures for non-customers to notify the company through phone, app, website, or email, if there is an improperly parked scooter, along with how you will respond to and track these complaints.

We provide many channels for non-customers to report improperly parked scooters along with safety and maintenance issues. The following channels are available to non-users: SF 311 system, email (support@spin.pm); phone (1-888-249-9698); and social media (Twitter, Facebook, and Instagram). Regardless of who notifies us, our Operations team will respond and resolve any issue with photo confirmation within 1 hour or less.

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

To confirm, Spin strictly verifies that every user has a valid driver's license (back and front of ID scanned) before they take their first trip. This mandatory driver's license ID scan is also used to verify the rider is 18+ years of age.



1) Describe how scooters will be recharged.**a) Describe the location(s)/building(s) and specific room(s) where scooters will be charged, including addresses and power sources. For each location, indicate whether it is compliant with San Francisco Fire Code §325.**

Changing Location: All charging takes place at our local warehouse at 455 Toland St. Scooters are charged via purpose-built charging rows, with walkable spaces between each row, and plugged in via a “four-gang” outlet, which is connected to the overall power system via conduit.

Sprinkler System: Yes, our warehouse location has a sprinkler system. It also has the following to protect against potential fires: fire extinguishers placed within 50 feet of any work being performed; fire cabinet, fire blanket barrels filled with vermiculite or sand, dunk tank, Emergency Action Plan, and Hazardous Materials Business Plan outlining duties related to mitigating fire- related emergencies, evacuation, and emergency contacts.

Smoke Detection/Fire Alarm System: A smoke detector also acts as a fire alarm. A separate fire alarm system is connected to sprinkler heads that detect heat.

Charging Source: Spin uses 100% renewable electricity from PG&E Solar - Go Green SF to power the warehouse and charge our scooters.

NEW for 2024! Charging Cabinets (complaint with SF Fire Code §325): We are actively building and testing our new custom designed battery cabinets to comply with the recent changes to the SF Fire Code. We are also working closely with SF Fire Marshall to get feedback and come into full compliance with these new charging regulations.

b) Describe how your staff, including company employees, staff from staffing agencies, and/or independent contractors, will know when a scooter needs to be recharged...

Automatic Battery Level Notification: Our scooters automatically issue a “battery swap” notification to our Operations team whenever the device battery level drops below 25%. Our team then immediately replaces it with a fully charged battery within 2 hours or less.

Safe Charging Practices & Employee Training: Spin only uses 100% in-house, company employees (W-2) represented by the Teamsters (Local 665). All new hires are enrolled in our comprehensive Operations Core Training, which includes in-person and digital training modules, an intensive review of relevant local regulations, and ongoing mentoring from a more experienced employee. Spin’s employee training program includes:

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

c) Describe how you will educate and train all staff handling recharging, including employees, staff from staffing agencies, and/or independent contractors, on how to safely and legally park when retrieving scooters for recharging.

All Spin's Operations Specialists undergo a driving test. During onboarding, employees learn how to adhere to local parking regulations. Everyone is taught to yield and give priority to Muni. Parking in red zones, handicapped parking spots, bus lanes, and bike lanes is forbidden. Additionally, idling is forbidden, and the vehicles must be pulled fully up to the curb where they will not impede on vehicle or bike travel lanes. Our team never deploys in a way that blocks the sidewalk, curb cuts, ramps, or doorways. As mentioned above in F(b), Spin employees are provided training for safe charging of scooters.

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

All of our e-scooters use swappable batteries, which can be replaced onsite rather than being transported back to our warehouse for recharging. This efficient “battery swapping” process extends the life of our vehicles and reduces operational VMT and related emissions. We have also rolled out a route optimization tool that we expect to minimize VMT while allowing our team to swap batteries efficiently and rebalance our scooters. Lastly, our Operations team members are all trained in-house W-2 employees, attrition is low, which minimizes mistakes when collecting, redistributing, or recharging scooters.

e) Describe how you will document and report to the SFMTA, upon request, on non-revenue vehicle miles traveled (VMT), and the number and length of trips generated by collecting, redistributing, and charging activities.

Every month we submit a report to SFMTA with this operational non-revenue VMT data gathered with Samsara. For example, our non-revenue VMT was 5,992 for March 2024.

2) Describe the applicant’s approach to maintenance, cleaning, repair of scooters, safety check protocols, and minimum standards for repair and cleaning, subject to approval by the SFMTA and Public Works...

In-House Maintenance Team: At Spin, all maintenance and repairs are done solely by our experienced in-house mechanics who are trained, unionized W2 employees that provide the highest quality of work, reliability, and safety. Maintenance only takes place at our local warehouse, with the appropriate tools and components, in accordance with our maintenance protocols and standards of quality.

Cleaning & Repair Protocols: Our mechanics ensure the following: the front and rear lights, kickstand, breaks, battery, and propulsion system are all properly functioning; the stem and handlebars are secure, the wiring is intact; tires are properly inflated, without punctures or abnormal wear and have; and stickers and vinyls are properly attached.

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

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

Users can notify us of safety or maintenance issues with a scooter using the following channels: 311 system, our app; website; email (support@spin.pm); phone (1-888-249-9698); and social media (Twitter, Facebook, and Instagram).

When notified of a scooter that needs servicing, it is immediately disabled as "unrentable" to prevent users from unlocking it. All disabled devices are immediately retrieved per compliance within 1 hour by our Operations team. Spin's in-house mechanics inspect and repair our vehicles following the procedures detailed above.

4) Describe how you will comply with the City's Zero Waste and Producer Responsibility policies and San Francisco Fire Code §325, including taking responsibility for the scooters throughout their life cycles by properly managing hazardous components including batteries, storage of defective/old batteries...

In San Francisco, we partner with R2 certified recyclers (e.g. Zarc Recycling, a local Bay Area-based company) that are approved under California's Covered Electronic Waste Recycling Program. This includes recycling batteries for a second life whenever viable.

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

We are committed to operating responsibly and being accountable for environmental impacts. Sadly, some people are jerks and throw scooters into the water. In these cases, our in-house W-2 team is available 24/7 to proactively monitor and respond to prevent pollution if scooters are spotted in the bay or other bodies of water. Our team has specialized tools for retrieving scooters from water.



1) Describe your staffing plan, including staff who are employees, staff from staffing agencies and/or independent contractors, for operation and maintenance of your Powered Scooter Share program.

We only hire **100% in-house, W-2 employees represented by the Teamsters Local 665**. Additionally, we will work to hire these employees through local partners such as the Office of Economic and Workforce Development's First Source Program.

Our staffing plan, which adjustments employment levels on a seasonal basis, is below:

- 1 Regional Operations Manager (full-time);
- 1 Market Manager (full-time);
- Up to 4 Shift Leads (full-time);
- Up to 22 Operations Specialists (full-time and part-time);
- 1 Mechanic Lead (full-time); and
- Up 4 Mechanics (full-time).

2) Describe employment types, whether independent contractors, staffing agency staff, or employees, for staff responsible for operation and maintenance of your Powered Scooter Share program as described in G1.

We directly hire 100% of our W-2 employees for operations in San Francisco. Every employee is represented by the Teamsters and paid a living wage (starting at \$24 hour) plus benefits. This labor policy stems from our company's core values. Our Operations team is the backbone of the company. By contrast, Lime uses at least four different subcontractors and shifts corporate liability onto unsuspecting individuals.

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

We not only comply with state and local laws, but notably exceed them when it comes to fair wages and equal opportunity practices as outlined briefly below:

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

First Source and Local Hiring Partnerships: We were the first and only scooter company to commit voluntarily to the City’s First Source (City Drive) Hiring Program. We also have longstanding partnerships with America Works of California, Inc., Mission Hiring Hall, FacesSF, and other First Source Partners.

Equal Opportunity: Spin is an equal opportunity employer and does not discriminate against any employee or applicant for employment on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), age, physical or mental disability, protected medical condition as defined by applicable state or local laws, genetic information, marital status, military service and veteran status, or any other characteristic protected by federal, state, local laws (“protected categories”).

We are dedicated to ensuring the fulfillment of this with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment. Our policies and practices regarding hiring and other aspects of the employment relationship require that there be no discrimination because of protected categories and other factors that may be covered by federal, state, and local law. We recognize that diversity in our workforce is a valuable asset, and we strive to provide an inclusive work environment in which different ideas, perspectives, and beliefs are respected.

Fair Wages: As noted, we pay industry-leading starting wages at \$24 per hour plus benefits for all employees in SF. Local wages and benefits are determined by a duly negotiated collective bargaining agreement with the Teamsters union (Local 665).

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

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

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

5) Provide a labor harmony plan including the means by which labor and labor harmony has been considered in your operations, specifically as it relates to consistent distribution, operations, and maintenance.

Back in 2019, Spin signed a Labor Peace Agreement with Teamsters Local 665 inclusive of a card check clause, neutrality clause, and provision to provide access to employees through work site meetings and name/contact information for hourly operations personnel. We followed through on our commitments in the Labor Peace Agreement, and our local operational employees voted to be represented by Teamsters Local 665 in December 2019. Subsequently, and despite the complications of the COVID-19 pandemic, we negotiated and signed the first Collective Bargaining Agreement (CBA) ever in the scooter industry with Teamsters Local 665 in October 2020. This agreement was recently updated and extended under a new CBA in October 2023 (valid through Sept. 30, 2025). For a letter of support from Tony Delorio, Principal Officer of Teamsters Local 665, please click [here](#).

The Labor Peace Agreement and Collective Bargaining Agreement demonstrate our commitment to labor harmony. Further, we only use W-2 employees to handle the distribution, operation, and maintenance of our scooters. Because we exercise direct employer control over 100% of our employees, Operations team members are well-trained to the highest industry standards for the distribution, operation, and maintenance of scooters. They are also trained on SFMTA permit requirements for full compliance.



Provide a plan that complies with the accompanying Community Engagement Guidelines and Requirements, (Appendix 2), and specifically include the following components and commitments, which are described in therein:

1) Equitable community engagement

At Spin, we have a clear track record of prioritizing equity across the country from San Francisco and Chicago to Baltimore and Washington DC. Specifically, we strive to:

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

Consistent with our track record, we are committed to deploying our scooters equitably across San Francisco, especially in Key Neighborhoods. We continuously improve our deployment plans by incorporating input from our community partners. For example, we collect feedback through our Community Mapping Tool, a digital map that allows users to request future deployment points and incentivized parking locations.

When it comes to adaptive scooters, we remain engaged with partners like the San Francisco Mayor's Office on Disability and Access SFUSD to ensure we have their feedback about the design and availability of those scooters. Since launching in San Francisco in October 2019, we have worked with **over 40 community partners to enroll more than 4,780 people in the Spin Access program.**

2) Communications strategy

Our communications strategy is grounded in the principles of respect, empathy, and transparency. We believe in holding ourselves accountable and to the highest performance standards for the benefit of both riders and the general public. It is our privilege to provide our services to the City of San Francisco, and we take pride in being consistently the most compliant, high-performing operator over the last five years.

We also have a clear track record of providing detailed user feedback to SFMTA on a monthly basis. We also welcome public feedback via the City's 311 system and our Customer Support (Spin app, website, phone, and email), social media (LinkedIn, Facebook, Instagram, Twitter), and our partner groups.

3) Multilingual communications services

We celebrate people from all backgrounds and cultures. To lower barriers for users, we offer a variety of multilingual resources for our users. The Spin Safe curriculum (videos and quiz) is available in

English, Spanish, and French. The application for Spin Access adds Russian, Chinese, Vietnamese, and Tagalog. The Spin Website offers all of these languages, plus German and French. The Spin App adds Catalan, French Canadian, Korean, and Somali to the language choices. Finally, Spin Customer Support supports even more languages, using a third-party real-time translation service for 30+ languages.

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

Braille Partnership: We partnered with LightHouse for the Blind and Visually Impaired to design our braille stickers with company contact information. This enables members of the visually impaired community to report obstructing scooters to our Customer Support team via phone or email.

4) Accessibility and disability community needs

We strive to maximize the benefits of our mobility services while also addressing the valid concerns and challenges of people with disabilities. More tangibly, that means not only taking action to reduce instances of sidewalk riding and improper parking, but also offering two adaptive seated devices to serve a broader population with differing needs.

To inform the design of our two adaptive/seated mobility options, we conducted a survey in partnership with several organizations (e.g. The Arc San Francisco) to gather feedback and adjust our Complimentary Adaptive Program as follows:

- ✓ **Balance & Better Support:** We added larger and wider seats on our S-100 scooter, along with a cushioned seat on our Sporty adaptive 3-wheeled scooter.
- ✓ **Two-Wheeled & Three-Wheeled Scooters:** Two-wheeled versus three-wheeled scooters is a false choice; so, we are offering a suite of scooters with both options available to address existing needs.
 - **Free On-Demand Delivery:** Community members requested that we deliver scooters directly to them. For the last three years, we have provided free personal deliveries for our Sporty and S-100 seated device through our pre-scheduled drop-off and pick-up service.
- ✓ **Multiple Reservation Methods:** Users can reserve adaptive scooters through our online webform, via our Customer Support team, and through the Spin App. Our comprehensive Adaptive Scooter Program webpage provides important information on the rental process, hours, location, and more.

5) Community engagement record

Our record of community engagement speaks for itself. **Over the last five years, we have developed partnerships with over 40+ community organizations** spanning from The Arc San Francisco and Access SFUSD to the Booker T. Washington Community Service Center and UCSF. Looking ahead, are always looking for new stakeholder organizations to engage throughout the City, with a focus on groups that serve Key Neighborhoods.

6) Scooter safety training

We recognize it is our chief responsibility to continuously educate our riders and provide ongoing safety training to improve public safety outcomes. Ultimately, this is more impactful than in-person training sessions, where we can engage riders and highlight the importance of parking correctly to respect pedestrians and those with disabilities. We will continue to conduct in-person training events and free helmet giveaways on a monthly basis (1+ event per month) at a minimum consistent with the permit requirements. We also continue to innovate with financial incentives and safety monitoring features (e.g. telemetry-based sidewalk detection and personalized ride reports) to promote good behavior and hold riders accountable when they behave recklessly and endanger others.



1) Is the applicant a subsidiary of a third party or does a third party own or control at least 50% of the applicant’s business?

Yes, Spin (Pheenix CH LLC) is a subsidiary of Third Lane Mobility Inc (Address: 161 Bay Street. Suite #2300 Toronto, Ontario, M5J2S1, Canada)

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

City	Population	Population Density	Dates of Operation	Fleet Size
Baltimore, MD	556,000+	7,200 sq mi	June 2019 - Present	2,800
Chicago, IL	2.5M+	12,000 sq mi	June 2019 - Present	1,500
Columbus, OH	1.7M+	4,100 sq mi	June 2019 - Present	1,700
Washington D.C.	672,000+	10,900 sq mi	November 2018 - Present	4,200
Santa Monica, CA	87,000+	11,000 sq mi	September 2021 - Present	650
Salt Lake City, UT	1.2M+	1,790 sq mi	May 2019 - Present	1,250
Phoenix, AZ	1.6M+	3,100 sq mi	November 2019 - Present	1,450
San Francisco, CA	757,000+	18,600 sq mi	April 2018 - Present	2,750

3) Describe how you complied with applicable laws and share the following for each city listed in 2 (if you are a wholly owned subsidiary, include experience of your parent company, as applicable).

***** Please note:** This chart above in our response to Question 2 reflects the relevant experience of Spin (previously, Skinny Labs Inc dba Spin). In September 2023, Spin was purchased by Bird Rides Inc and then later sold to Third Lane Mobility Inc following a successful restructuring from Chapter 11 bankruptcy on March 26, 2024.

As a point of historical record, it’s worth noting that Bird previously operated in Chicago, Washington DC, Baltimore, Santa Monica, Salt Lake City, Phoenix, and San Francisco. Due to its consistently poor operating performance, each of these cities were either happy Bird departed or elected not to renew the company’s permits. Since 2017, Spin proudly contrasted our record with Bird’s poor performance – a fact that explains why Spin operates in nearly every major city in the United States, while Bird does not.

As shared with SFMTA staff, Bird is now under new Canadian ownership and senior management. Travis Kalanack and the former Bird executives from the U.S. are no longer involved. In contrast, Bird Canada has a sterling reputation in Canada and a similar track record to Spin. These experienced Canadian leaders have rebuilt the executive team at Bird under the helm of Co-CEO Stewart Lyons. They are committed to maintaining Spin’s 100% in-house labor model with Teamsters representation in San Francisco. As evidence, we recently executed a new Collective Benefits Agreement (CBA) with improved local W-2 employee pay and benefits (starting at \$24/hour) for the next several years.

a) What is the population and population density of the city? Higher scores will be given to applicants that list more cities with a population of at least 75,000 and a population density of at least 10,000 people per square mile.

Please see the chart above in our response to Question 2 for the population of each city. To confirm, every city has a population of at least 75,000 people.

b) Dates when you operated a permitted shared scooter service.

Please see the chart above in our response to Question 2 for the population of each city

c) What was the average daily active fleet size in your latest six months of operation?

Generally speaking, we scale-down our fleet during the winter months (e.g. December through February) in most cities to reflect a reduced level of demand. For example, we temporarily hibernated our service in Chicago during the winter months and operated with between 1,600 to 1,800 devices on average in San Francisco. In other cities, like Washington DC, we have actually scaled-up our fleet to 4,200 devices.

d) How long have you operated with 500 scooters or more?

Please see the chart above in our response to Question 2 for the operating dates with 500 or more scooters. In each of the listed cities, we have operated for between two (2) to six (6) years with fleet sizes above 500 devices.

e) Did you successfully deploy a lock-to system in this market? Higher scores will be given to applicants that have successfully deployed a lock-to system in a greater number of cities.

Yes, Spin has successfully deployed a lock-to system in Chicago, Washington DC, Phoenix (transitioning to corral-based parking), and San Francisco.

f) Did you pay applicable permit fees on time?

Yes, Spin is fully current on all permit fees in each city listed in the chart above.

g) Describe the five most recent, serious suspensions, penalties, citations and/or warnings you received from a local authority in which you operated, even if the city is not one of the cities listed in 2. Include what the alleged violation was for, when you received it, in which city it was received, and whether or how the alleged violation was resolved.

Alleged Violation	Date Received	City	Resolution
Warning for Corral Parking Violations	April 25, 2024	Tampa, FL	To prevent too many scooters in a single corral, we incentivized parking at other corrals nearby.
SF Port Scooter Recovery Fee for \$500	Apr 20, 2024	San Francisco, CA	We will pay the \$500 fee and direct our Operations team to proactively remove devices in the Bay.
Sidewalk Riding Fines	April 4, 2024	San Francisco, CA	We will pay the \$4,300 fee for users who illegally rode on the sidewalk.
Warning for not issuing enough user infraction fines	April 2, 2024	Tampa, FL	The City requested we issue user fines and account suspensions more quickly to deter bad behavior.
Decision to end mobility program	March 29, 2023	East Lansing, MI	City of East Lansing made the decision to end the Spin scooter program, although Spin operations remain strong at Michigan State University and in City of Lansing, MI.

h) One reference/point of contact.

City - Agency Name	Point of Contact	Phone	Email
City of Baltimore, Department of Transportation	Kaitlyn Schaffer	443-524-9404	Kaitlyn.Schaffer@baltimorecity.gov
City of Chicago, Department of Transportation (CDOT)	Sean Wiedel	312-744-8182	Sean.Wiedel@cityofchicago.org
City of Columbus	Kristian Sims	614-645-5465	KSSims@columbus.gov
Washington, DC	Ted Randell	202-494-4944	ted.randell@dc.gov
Santa Monica, CA	Trevor Thomas	310-458-2201 Ext: 5715	Trevor.Thomas@santamonica.gov
Salt Lake City, UT	Ruedigar Matthes	385-415-4701	Ruedigar.Matthes@slcgov.com
Phoenix, AZ	Shiraz Malul	602-262-6458	shiraz.malul@phoenix.gov
San Francisco, CA	Danny Yeung	415-579-9705	Danny.Yeung@sfmta.com



Provide test data for the MDS and GBFS endpoints as required in Data Reporting Guidelines and Requirements (Appendix 3). Data provided via these endpoints will be used to verify that all data-sharing protocols are in place prior to application review.

1) For the MDS Provider API and GBFS endpoints, email the URLs to scootershare@sfmta.com.

To confirm, we have emailed the URLs for our MDS Provider API and GBFS endpoints to scootershare@sfmta.com.

2) For the MDS Agency API endpoints, the SFMTA has set up the following endpoints to receive data for testing. Instructions for authentication can be found in SFMTA Open Authorization (OAuth) 2.0 Authentication Instructions (Appendix B).

a) Events endpoint for testing: https://stageservices.sfmta.com/mobility/2_0/events

b) Telemetry endpoint for testing: https://stageservices.sfmta.com/mobility/2_0/telemetry

c) Trips endpoint for testing: https://stageservices.sfmta.com/mobility/2_0/trips

3) The SFMTA will review the applicant's data to ensure:

- a) Connectivity and authentication can be established, and
- b) Data for all APIs and endpoints – including required fields – are being provided, and c) Data types are correct, and
- d) Applicants can post a minimum of 30,000 telemetry records per minute to SFMTA's Agency API Telemetry endpoint for testing during applicant's operating hours.



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

In this Privacy Policy, we describe how Spin along with its subsidiaries listed in below, and its parents or other subsidiaries (“Spin,” “we,” “us,” or “our”) collects, uses, and discloses your information. We also describe the rights and choices you have regarding our use of your information.

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

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

Spin, which is headquartered in the United States, is the controller of information, including personal data, collected through the Services.

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

If you are a California resident and would like to see a summary of the privacy disclosures applicable to you, please click here for our California Privacy Notice.

1. TYPES OF INFORMATION WE COLLECT

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

Information You Provide to Us

Information from Account Holders/Riders

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

- Register your account;
- Use the Services, such as renting a vehicle;
- Apply for or participate in a Spin program or request a discount;
- Communicate with us (including through functions of our Sites and Apps, on third-party social media sites, and by mail or email);
- Participate in sweepstakes, contests, promotions, surveys, or research; and
- Request customer support or technical assistance.

This information generally includes the following types of data (this list may vary depending on your country or region):

- Contact and registration information: your name, email address, and phone number.
- Identifiers for verification: driver's license, passport, or other government-issued identification and date of birth.
- Transactional information: billing and payment information, as well as details about your rentals.
- Spin Access eligibility information (if available in your jurisdiction): documentation that you submit as proof of enrollment in a low-income program (when you provide this information in connection with your application for Spin Access). Please note that this type of documentation is deleted from our systems after your eligibility for Spin Access is determined.
- Research, survey, or sweepstakes information: information you provide if you participate in a survey (including demographic and statistical information, educational and employment information, usage information, and feedback), contest or sweepstakes and to facilitate the award of a prize.
- User generated content, including audio or visual information: submissions or posts such as reviews, ratings, pictures, and other content such as videos, questions, and comments.
- Inquiries and feedback: comments and questions you submit through customer service interactions with us.

Information from Suppliers, Vendors, Business Partners, and Similar Businesses (and Representatives Thereof)

- Contact and Business Information. If you are a company or other organization that we engage with, or a representative of the foregoing, we may collect your name, phone number, email address, and postal address, government identifier, and business name, industry, locations, other information related to your employer, and any other information you choose to provide us, including through third-party portals and platforms.
- Financial and Transactional Information. If we need to make payments to you or receive payments from you, we may collect financial account and related transactional information.
- Communications. If you contact us, we may receive information such as your name, email address, and phone number. We also will receive the contents of any communications you have with us. This might include requests, questions, and/or issues regarding your offers, your account, our Services, or other topics you might raise.
- Events and Programs. If you register for or attend an event or program that we host, sponsor, or attend, we may receive information such as your name, email address, phone number, and other information related to your attendance at the event or program from those who interact with or express interest in our Services.

Information We Collect Through Automated Means

When you use our Services, including our App and/or our vehicles, we collect certain information automatically. We and our service providers (which are third-party companies that work on our behalf) may use a variety of technologies, including cookies and similar tools, to assist in collecting this information. You can learn more about our use of cookies and similar tools in the "Cookies and Similar Technologies" section below.

Automatically collected information may include:

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

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

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

- Location Information: Spin offers features designed to help you use the Services, such as locating available vehicles and pinpointing your pickup and drop off points, including, in whole or in part, based on your location. When you use the Services, we and our service providers collect general location information (i.e., city and state) from your computer or mobile device based on its IP address. We will ask your permission before collecting your precise location information. If you choose to enable location-based services, we may collect your location based on information provided by you or your device, including, if available, GPS and the start and end points of your trip. If you do not opt-in to location-based services, you may not have access to the features necessary to use the Services. You can disable precise location disclosure from your device through your device settings. For more information, see the “Your Rights & Choices Regarding Your Information” section below. During your ride, we also collect information from the vehicle you use, including location points along your trip and the duration and length of your ride. Please note: precise geolocation information is considered “sensitive personal information” under certain privacy laws, and we process this information in accordance with applicable legal requirements.
- Please note that the Services use Google Map functionality, and by using Google Maps, you are responsible to access and review Google’s terms of service and Google’s privacy policy that are applicable to the Google Map functionality.

Information We Collect from Social Media Platforms

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

Information We Collect from Others

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

We may also collect certain business contact information and related information about potential business partners (such as influencers or brand partners) from third party sources, including name, title, email address, phone number, and area of expertise. If you access a Spin vehicle through a third-party app or service (“Third-Party Provider”), we may receive certain information from that Third-Party Provider in order to provide the Services, comply with and enforce our Terms, or comply with applicable law. For example, we may receive your contact information if we need to contact you about

a vehicle that you rented.

2. HOW WE USE YOUR INFORMATION

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

- Administer your user account, including to process your account registration, verify your information and eligibility to use the Services, and confirm your eligibility for programs and discounts;
- Provide, manage, and improve the Services, including to allow you to locate, reserve, use, and park vehicles;
- To enable you to locate vehicles near your location and fulfill your rentals;
- Engage in transactions with you, including contacting you about your account, billing you for the Services, and processing payments;
- Provide you with updates and information about your use of the Services and upon your request;
- Respond to your requests for information and provide you with more effective and efficient customer service;
- Conduct internal business operations in support of our Services, such as auditing, security, resolving road incidents such as crashes, preventing fraud, invoicing and accounting, sales and marketing, analytics, and research and development;
- Contact you by email, text message or push notification regarding our products, services, surveys, promotions, special events, and other subjects that we think may be of interest to you;
- Personalize the Services and communications to you based on your selected preferences;
- Comply with laws, regulations, and other legal process (such as a subpoena or warrant);
- Establish, exercise, or defend our legal rights; and
- Take steps that we reasonably believe to be necessary to protect the safety, security, and rights of Spin, its employees, service providers, and others.

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

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

3. HOW WE DISCLOSE YOUR INFORMATION

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

- Service Providers: We may provide access to or disclose your information with select third parties who perform services on our behalf, such as payment processing, identity verification, insurance, services to search public records, sales, marketing and email delivery, product content and features, advertising, analytics, research, customer service, data storage, security, fraud prevention, and legal services.
- Affiliated Companies: If you utilize a component of the Services provided in whole or in part by an affiliated company, we may disclose information with that affiliated company. We will disclose

information with affiliated companies to deliver the Services to you, to ensure a consistent level of service across the Services, to enhance the Services, to improve your customer experience with the Services, and for the other purposes outlined in this Privacy Policy.

- City, State, Provincial, National or Federal Regulatory Agencies (or Municipalities): We may disclose certain information (such as aggregated trip data or scooter-level location data) with local, state, provincial, national or federal regulatory agencies, including but not limited to transportation agencies, when required by law or by such agency in order to operate in a specific jurisdiction.
- Third Party Partners to Provide Co-Branded or Jointly Offered Products and Services. Some of our Services may from time-to-time partner with another brand, retailer or other third party to offer services, products, events and promotions on a co-branded or cross-promotional basis, including if we offer access to Spin vehicles through a Third-Party Provider. The information you choose to provide in connection with such Services may be collected directly by, or disclosed with the third party, as well as with any participating sponsors or advertisers of such Services. We will seek your consent beforehand where required by applicable law. These third parties will use your information in accordance with their own privacy policies.
- Protection of Spin and Others & Legal Compliance: We may access, retain and disclose the information we collect and maintain about you if required or permitted to do so by law or in a good faith belief that such access, retention, or disclosure is reasonably necessary to: (i) comply with law or legal process (e.g., a subpoena or court order); (ii) enforce our Terms of Use, this Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (iii) respond to your requests for customer service; and/or (iv) protect the rights, property or personal safety of Spin, its agents and affiliates, its users, and/or the public. This includes exchanging information with other companies and organizations for fraud protection, spam/malware prevention, and similar purposes.
- Business Transfers: We may buy, merge, or partner with other companies. In such transactions (including in contemplation of such transactions), user information may be among the transferred assets. If a portion or all of our assets are sold or transferred to a third party, customer information (including your email address) would likely be one of the transferred business assets.
- Your Consent: If you have consented to our disclosure of your information for other purposes not listed above, we will also disclose your information consistent with your consent.

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

4. COOKIES AND SIMILAR TECHNOLOGIES

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

- A web server log is a file where website activity is stored.
- A cookie is a small text file that is placed on your computer or mobile device when you visit a website, and it enables us to: (i) recognize your computer; (ii) store your preferences and settings; (iii) understand the web pages of the Services you have visited; (iv) enhance your user experience by delivering and measuring the effectiveness of content tailored to your interests; (v) perform searches and analytics; and (vi) assist with security and administrative functions.
- Tracking pixels (sometimes referred to as web beacons or clear GIFs) are tiny electronic tags with a unique identifier embedded in websites, online ads, and/or email that are designed to: (i) collect

usage information like ad impressions or clicks and email open rates; (ii) measure popularity of the Services and associated advertising; and (iii) access user cookies.

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

- **Essential Cookies:** Some cookies are essential to the Services and enable you to use the features of the Services and access secure areas of the Services. Without these cookies, we cannot enable appropriate content based on the type of device you are using (for example, essential cookies store user log-in information so that you don’t have to re-enter it for each page you visit on our website).
- **Functional Cookies:** These cookies allow us to remember choices you make on our Services (such as your preferred language or the region you are in).
- **Personalization Cookies:** We also use cookies to change the way our Services behave or look in order to personalize your experience from information we infer from your behavior on our Services or information we may already know about you because, for example, you are a registered user. These cookies may be used to tailor the Services or the content, look, and feel delivered to you on subsequent sessions to our Services. For example, if you personalize webpages, or use specific parts of the Services, a cookie helps our webpage server recall your specific information.
- **Analytics Cookies:** We use our own cookies and/or third-party cookies to see how you use our Services in order to enhance their performance and develop them according to the preferences of our customers and visitors. For example, cookies may be used to: maintain a consistent look and feel across our Services, track and provide trend analysis on how our users interact with our Services, track errors, and measure the effectiveness of our content.

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

5. ONLINE ANALYTICS

Online Analytics

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

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

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

Notice Concerning Do Not Track

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

6. THIRD-PARTY LINKS AND FEATURES

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

7. YOUR RIGHTS & CHOICES REGARDING YOUR INFORMATION

Marketing Communications

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

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

Mobile Devices

We may send you push notifications through our Apps. If you no longer wish to receive push notifications to your device, you may opt out by changing your notification settings on your device or, if applicable, through the push notification service. For mobile devices, the device manufacturer, and not Spin, controls these notification settings.

If you granted us permission to collect your precise geolocation information and you no longer wish for us and our service providers to collect such information, you may disable the location features on your device through the device’s operating system settings. Please note that if you disable such features, you may not be able to access or receive some or all of the services, content, and/or features made available via the Services.

Rights Regarding Your Information

Depending on your jurisdiction, you may have the right to make certain requests regarding your “personal information” or “personal data” and (as such terms are defined under applicable law, and collectively referred to herein as “personal information”). Specifically, you may have the right to ask 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 disclose personal information.
- Provide you access to and/or a copy of certain personal information we hold about you.
- Correct or update 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.
- Opt you out of the processing of your personal information for purposes of profiling in furtherance of decisions that produce legal or similarly significant effects, if applicable.

As provided in applicable law, you also have the right to not be discriminated against for exercising your rights. Please note that certain information may be exempt from such requests under applicable law. For example, we need to retain certain information in order to provide our services to you. We also need to take reasonable steps to verify your identity before responding to a request, which may include verifying your name and email address. Depending on your jurisdiction, you may be permitted to designate an authorized agent to submit certain requests on your behalf. In order for an authorized agent to be verified, you must provide the authorized agent with signed, written permission to make such requests or a power of attorney. We may also follow up with you to verify your identity before processing the authorized agent’s request. If you would like further information regarding your legal rights or would like to exercise any of them, please visit this link, email us at privacyhelp@spin.pm and include “Consumer Privacy Rights Request” in the subject, or submit your request here.

Depending on applicable law, you may have the right to appeal our decision to deny your request, if applicable. To exercise such an appeal right, email legal@spin.pm.

Notice of Financial Incentives

We may offer opportunities to receive certain services or benefits, including money to participate in surveys, sign up for communications, or other similar incentives, which may require the provision of personal information, such as registering for an account and answering surveys or providing additional feedback or information. Such opportunities could be considered a financial incentive under applicable law (each, an “Incentive Program”). Your participation in Incentive Programs is purely voluntary. When you participate in an Incentive Program, you agree to the terms of that Incentive Program, and may revoke your participation depending on the Incentive Program.

California Notice at Collection.

If you are a California resident, you can learn more about our practices by visiting our California Privacy Notice.

Nevada Residents

Under Nevada law, certain Nevada consumers may opt out of the sale of “personally identifiable information” for monetary consideration (as such terms are defined by Nevada law) to a person for that

person to license or sell such information to additional persons. We do not engage in such activity.

CANADIAN RESIDENTS

Data Transfers

Your personal information will be transferred (or otherwise made available) to certain third parties that provide services on our behalf, as outlined in Section 3 of this Privacy Policy. Our service providers are only provided with the information they need to perform their designated functions and are not authorized to use or disclose personal information for their own marketing or other purposes. Our service providers may be located in the U.S. or other foreign jurisdictions. When your data is transferred to our service providers in the US or in other foreign jurisdictions, it may be subject to applicable U.S. or other law or legal process, which may include lawful access by US or foreign courts, law enforcement or other government authorities.

For more information on transfers of your data outside of Canada, including to our third-party service providers, please contact us as set out below in Section 11 of this Privacy Policy.

Your Choices

Push Notifications

If you provide your consent to receive push notifications, we may send push notifications to your mobile device to provide you with App updates, safety alerts, and other relevant information such as [information about your trips, subscription renewals, and special offers and promotions]. If you wish to stop receiving push notifications from us, you can turn off push notifications for the App either within the App or in the settings of your mobile device.

Retention

We have record retention processes designed to retain personal information for no longer than necessary for the purposes set out herein or as otherwise required to meet legal or business requirements.

Your Rights

Subject to applicable law, you have the right to access, update and correct inaccuracies in your personal information in our custody or control. You may request access, updating and corrections of inaccuracies in your personal information in our custody or control by emailing or writing to us at the contact information set out in Section 11 of this Privacy Policy. We may request certain personal information for the purpose of verifying the identity of the individual seeking access to his or her personal information records.

8. CHILDREN'S PRIVACY

The Services are intended for general audiences and not for children under the age of 18 or the age of majority in the applicable region or province where you are located. We do not knowingly collect, maintain, or use personal information (as defined by the United States Children's Online Privacy Protection Act) from such persons. If you believe that we might have any such information from a child, please contact us as described at the end of this Privacy Policy. If we discover that personally

identifiable information of a child has been submitted without legally valid parental consent, we will take reasonable steps to delete it as soon as possible.

9. HOW WE PROTECT YOUR INFORMATION

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

10. CHANGES TO OUR PRIVACY POLICY

We reserve the right to amend this Privacy Policy at any time. We will make the revised Privacy Policy accessible through the Services, so you should review the Privacy Policy periodically. You can know if the Privacy Policy has changed since the last time you reviewed it by checking the “Last Updated” at the beginning of this Privacy Policy. If we make a material change to this Privacy Policy, we will provide you with notice in accordance with legal requirements. By continuing to use the Services, you are confirming that you have read and understood the latest version of this Privacy Policy.

11. HOW TO CONTACT US

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

You may also write to us at:

United States:

Spin (Pheenix USH LLC)
8605 Santa Monica Blvd., #20388
West Hollywood, CA 90069

TERMS AND CONDITIONS

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

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

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

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

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

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

You represent and warrant that you are at least eighteen (18) years of age, and, as applicable, at least the age of majority in your jurisdiction or province of residence, and have the right, authority, and capacity to enter into these Terms; and

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

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

Please read these Terms carefully, as they may have changed. Though your access and use of the Services is governed by the Terms effective at the time, please note that, except for Section 12, providing for binding arbitration and a waiver of class action rights, where applicable, Spin reserves the right at its sole discretion to modify or replace the Terms at any time. If you have provided us your

email through the Services, we will notify you of material changes as required by applicable law. We also will indicate at the top of this page the date that material revisions were last made. For residents of the European Economic Area (“EEA”) and the United Kingdom (“UK”) who use the Services in the EEA and UK, respectively, changes will be deemed approved if you do not object to them electronically within six weeks of the respective modification. We will point this consequence out if applicable law requires us to announce a material modification.

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

1. YOUR USE OF THE SPIN SCOOTERS AND OTHER SERVICES

1.1. You are the sole operator of the Services. You and Spin are the only parties to these Terms, and you are therefore the only authorized operator of a Spin Scooter that you rent, including through your account or, as applicable, a third party service or that enables you to access or rent Spin Scooters (“Third-Party Provider”). You represent, warrant, and covenant that you will not permit another person, either alone, or together with you, to use any Spin Scooter rented by you or through your account, or any Services obtained by you or through your account. Without limiting the foregoing, you alone are responsible for complying with these Terms and for any breach of these Terms and any damage and/or liability arising from your operation of any Spin Scooter, or any third party's use of any Spin Scooter rented by you, including through your account or, as applicable, a Third-Party Provider.

1.2. You are the age of majority. You represent and warrant that you are at least eighteen (18) years of age, and at least the age of majority in your jurisdiction or province of residence.

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

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

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

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

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

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

1.9. You will not place anything on the Spin Scooter or use the Spin Scooter while holding anything that impedes your ability to safely use it. You represent, warrant, and covenant that you will not place any objects on the Spin Scooter or use the Spin Scooter while holding any object that impedes your ability to safely use it. These objects include, without limitation, backpacks, bags, briefcases, and/or any other item that can alter the balance of the Spin Scooter or otherwise impede your ability to safely ride it. YOU MUST NOT EXCEED THE WEIGHT LIMIT OF THE SPIN SCOOTER (220 POUNDS UNLESS OTHERWISE INDICATED).

1.10. You will not use the Spin Scooter for commercial purposes. You represent, warrant, and covenant that you will not use the Spin Scooter for any commercial purposes, including, without limitation, for hire, reward, ride share, food delivery, or advertising services.

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

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

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

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

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

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

1.17. You will not rent the Spin Scooter for more than 24 hours at a time. Unless you are riding with a Spin Pass or other product for which there is a longer-term rental period state, the maximum rental time of a Spin Scooter is 24 hours. You represent, warrant, and covenant that you will conclude your ride within a service zone and lock the Spin Scooter (a "Return") within 24 hours of the time at which you unlocked or otherwise began renting such Spin Scooter.

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

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

2. RELEASE OF LIABILITY

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

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

You are aware that your use of any of the Services, Spin Scooters, App, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to you 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;
- Spin Scooter or component malfunction;
- road conditions, including cracks, potholes, or other sidewalk/pavement defects;
- weather conditions;
- automated reductions in vehicle speed in “no-ride” or “low-speed” zones to 0 mph or slow speeds as designated by local authorities or requested by local businesses;
- failure to follow applicable laws regarding use and/or operation of the Spin Scooter pursuant to Sections 1.12, 1.13, and 1.14;
- commission of any of the prohibited acts listed in Section 1;
- failure to perform the required safety check pursuant to Section 1.3;
- failure to wear a helmet where required by law; and
- negligent acts or omissions by Spin, any other Released Person, or third parties.

You are solely and fully responsible for the safe operation of Spin Scooters at all times. You agree that Spin Scooters are machines that may malfunction, even if the Spin Scooter is properly maintained and that such malfunction may cause injury. You also agree that roadways, bike paths, and sidewalks may contain hazardous defects, including but not limited to cracks, potholes, or uplifts. You assume 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 Spin, the Released Parties, any Municipality or any other party. You hereby expressly waive any claims against the Released Parties, any Municipality or any other party which you do not know or suspect to exist in your favor at the time of use of Services, and expressly waives your rights under any statutes that purport to preserve your unknown claims.

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

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

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

3. CREATION OF ACCOUNTS; COMMUNICATIONS WITH YOU

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

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

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

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

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

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

4. FEES AND RESPONSIBILITY FOR COSTS

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

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

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

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

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

4.3. Returns and Lost/Stolen Scooters. You are responsible for properly Returning the Spin Scooter in order to end your ride. If you fail to Return a Spin Scooter to a valid area, Spin may, in its sole discretion, charge you an additional pick-up fee up to \$100. If any Spin Scooter rented by you or

accessed under your account with Spin or a Third-Party Provider is abandoned without notice, you will be responsible for all trip fees until the Spin Scooter is recovered and deactivated, plus a service charge to recover the Spin Scooter. Fees are subject to change. This does not apply if you were unable to return the Spin Scooter without any fault on your own.

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

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

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

4.4. Fines.

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

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

4.5. Damages. You are fully liable for all damages, losses, claims, consequences, demands, causes of action, injuries, costs, and liability in connection with your use of a Spin Scooter or use of a Spin Scooter rented by you or used under your account credentials or your credentials with a Third-Party Provider, including, without limitation, (i) physical or mechanical damage, (ii) loss due to theft, (iii) physical damage resulting from vandalism, (iv) bodily injury to you or a third party, (v) third party claims, (vi) actual charges for towing, storage and/or impound fees paid by Spin, and (vii) administrative charges, including the cost of appraisal and other costs and expenses incident to the damage or loss. YOUR INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO A SPIN SCOOTER. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR INSURANCE COMPANY OR AGENT.

5. LIMITATIONS

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

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

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

You acknowledge that Spin may from time-to-time issue updated or upgraded versions of the App and may (subject to your device settings) automatically electronically update or upgrade the version of the App that you are then currently using on your mobile device. You consent to receive updates or upgrades to the App automatically without providing further consent each time. The App (including any updates or upgrades) may: (i) cause your device to automatically communicate with our servers to deliver the functionality described in the App description or through new features as they are introduced, and to record usage metrics; (ii) affect preferences or data stored on your device; and (iii) collect personal information as set out in our Privacy Policy. We are not responsible if an update or upgrade affects how the App works if this is caused by your own equipment or device not supporting the update or upgrade. You can withdraw consent at any time by uninstalling the app or by changing the app update settings in your device.

5.4. Feature Availability / Features Subject to Change. The availability of the Services and the features and services included in it is subject to change with or without notice to you. Not all features or services included in the Services are available in all markets and functionality of the Services may be

limited, including, without limitation, due to vehicle capability or compatibility, mobile device or network coverage.

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

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

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

6. DISCLAIMERS

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

THEREFORE, WITHOUT LIMITING THE RELEASE OF LIABILITY:

- to the fullest extent permissible by law, Spin and the Released Persons (as defined below) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to: (I) the Services (including User Content, as defined below); (II) the functions, features, or any other elements on, or made accessible through, the Services; (III) any instructions offered or referenced at or linked through the Services; (IV) security associated with the transmission of Your User Submissions transmitted to SPIN via the Services; (V) whether the Services or the servers that make the Services available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact Your Device(s)); (VI) whether the information (including any instructions) on the Services is accurate, complete, correct, adequate, useful, timely, or reliable; (VII) whether any defects to or errors on the Services will be repaired or corrected; (VIII) whether Your access to the Services will be uninterrupted; (IX) whether the Services will be available at any particular time or location; and (X) whether Your use of the Services is lawful in any particular jurisdiction;
- THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SPIN AND THE RELEASED PERSONS ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- IN NO EVENT SHALL SPIN OR THE RELEASED PERSONS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND OR INJURIES ARISING FROM THE SERVICES AND/OR USE OF ANY SPIN SCOOTER ACCESSORIES SUPPLIED BY SPIN (E.G. HELMET, LOCK). THE USER IS RESPONSIBLE FOR THE SAFE USE OF SUCH ACCESSORIES AND MUST CHECK THEIR CONDITION BEFORE EACH USE. IF ANY ACCESSORY IS FOUND NOT BE IN GOOD CONDITION OR WORKING ORDER, USER SHOULD NOT USE SUCH

ACCESSORY AND SHOULD PROMPTLY NOTIFY SPIN AND REQUEST A REPLACEMENT; AND

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

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

“Released Persons” as used herein means (i) Pheenix CH LLC dba Spin("Spin"), (ii) any subsidiaries or affiliates of Spin, and (iii) to the fullest extent permitted by law, any (x) governmental entity (including, without limitation, any state, commonwealth, city, town, township, charter township, special district, village, borough, other municipal corporations, and unincorporated communities or jurisdictions) and (y) educational institution (including, without limitation, public and private universities and colleges, high schools, secondary schools, and primary schools) (each of (x) and (y), a "Municipality") with which Spin has contracted or at which Spin is providing Services, and each of Spin's and Municipality's respective current and former parents, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint venturers, and each and all of their respective officers, investors, partners, directors, elected officials, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, legal counsel, accountants, lenders, underwriters, and insurers.

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

7. LIMITATION OF LIABILITY

7.1 All Users Who Have Used the Services Outside of the EEA and the United Kingdom.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A SPIN SCOOTER OR THE SERVICES, REMAINS WITH YOU. NEITHER SPIN NOR ANY RELEASED PERSONS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THESE TERMS; (II) THE USE OF OR INABILITY TO USE THE SERVICES AND/OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A SPIN SCOOTER; (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE SERVICES; (IV) ANY AND ALL USES OF THE SERVICES INCLUDING THE SITE, APP, PRODUCTS AND SERVICES (INCLUDING THE SPIN SCOOTERS) AND/OR (V) YOUR MISCONDUCT OR NEGLIGENT USE OF THE SERVICES INCLUDING THE SPIN SCOOTERS, OR THE NEGLIGENCE OR MISCONDUCT OF A THIRD

PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPIN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL SPIN'S AGGREGATE LIABILITY ARISING OUT OF, RELATING TO YOUR RELATIONSHIP WITH SPIN, THESE TERMS, YOUR USE OF THE SERVICES OR ANYTHING RELATING TO OR CONCERNING YOUR USE OF A SPIN SCOOTER, EXCEED THE AMOUNTS YOU HAVE PAID TO SPIN IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENT HAS BEEN MADE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SPIN AND YOU.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO NEW JERSEY RESIDENTS.

7.2 All Users Who Reside in the EEA or the United Kingdom Who Have Used the Services in the EEA or UK.

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

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

8. INTELLECTUAL PROPERTY

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

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

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

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

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

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

post on, upload or otherwise submit to or through, the Services. You also waive your moral rights to the User Content, and hereby grant each user of the Spin a non-exclusive license to access your User Content submitted to or through the Services. You grant this license to Us for the purpose of providing the Services and only to the extent necessary for that purpose. Our right to publicly display User Content ends when you exercise applicable rights to remove User Content from the Services. None of the User Content you post on, upload or otherwise submit to or through, the Services (other than personal information) will be deemed confidential. The Service may allow you to communicate with us through the App. Should you choose to communicate with us, you consent to being contacted in the manner requested.

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

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

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

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

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

Phenix CH LLC dba Spin"

"8605 Santa Monica Blvd. #20388, West Hollywood, CA 90069

support@spin.pm

9. LOCATION AND PUSH NOTIFICATIONS AND OTHER TECHNOLOGIES

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

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

9.3. Push Notifications. The Services may make use of push notifications to devices that support the transmission of such notifications or alerts. Push notifications are used to send notification messages to you regarding offers, events, and other promotions and related alerts, as well as informational and/or administrative messages. After downloading the Services, you may be asked to accept or deny push

notifications. If you deny, you will not receive any push notifications. If you accept, push notifications will be automatically sent to your device. If you no longer wish to receive push notifications from this Services, you may opt out by changing your notification settings on your device or, if applicable, through the push notification service. For mobile devices, the device manufacturer, not Spin, controls these notification settings.

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

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

10. TERMINATION

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

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

10.3 Survival. All provisions of these Terms, which by their nature should survive termination, shall survive termination, including, without limitation, Release of Liability, Fees and Responsibility for Costs, Limitations, Disclaimers, Intellectual Property, Indemnification, Miscellaneous.

11. INDEMNIFICATION

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

in each instance, the prior written consent of an officer of a Released Person.

YOU ACKNOWLEDGE THE USE OF SPIN SCOOTERS ON CITY STREETS INCREASES RISK OF HARM DUE TO PAVEMENT DEFECTS OR OTHER ROAD HAZARDS. YOU EXPRESSLY WAIVE ALL CLAIMS AGAINST MUNICIPALITY FOR HARM CAUSED BY MUNICIPALITY'S NEGLIGENCE OR DANGEROUS CONDITIONS ON PUBLIC PROPERTY.

Certain cities require, as a condition of its operating permit, license, or contract, that Spin indemnify those municipal entities for claims that arise from the Services, and/or to name that municipal entity as an additional insured under Spin's insurance policies. Notwithstanding any possible claims against such municipal entities related to the Services, you assume the risk of operating Spin Scooters on potentially hazardous city streets and agree to release and hold harmless municipal entities for any claims that arise from your use of the Services.

To the fullest extent permitted by law, you agree to indemnify and defend Spin and all of its owners, managers, affiliates, employees, contractors, fleet management service providers, officers, directors, shareholders, agents, representatives, successors, assigns (collectively, the "Indemnified Parties") against any such claims, litigation, and settlement, including any litigation costs or attorneys' fees, which may be instituted by or on behalf of you, or by any person or entity in connection with your use of the Services, Spin Scooters, App, or related equipment, against municipal entities where such claim, litigation, or settlement is subject to Spin's indemnification obligations or insurance policies as described in the preceding paragraph.

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

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. FOR RESIDENTS OF THE EUROPEAN UNION OR UNITED KINGDOM WHO USED THE SERVICES IN THE EU OR UK, PLEASE ALSO REFER TO THE SECTION ENTITLED "DISPUTE RESOLUTION FOR E.U. OR UK RESIDENTS" BELOW. FOR RESIDENTS OF CANADA, PLEASE ALSO REFER TO THE SECTION ENTITLED "ARBITRATION FOR CANADA RESIDENTS" BELOW.

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

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

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

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

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

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

claims, as provided below.

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

Pre-Arbitration Dispute Resolution: For any and all disputes, claims, or controversies You may have against Spin arising out of, relating to, or in respect of these Terms, including their negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any Party, or the rights, duties or obligations of any Party derived from or associated with these Terms (“Disputes”), whether pursued in court or arbitration, You must first give Us an opportunity to resolve the Dispute informally by contacting Us at support@spin.pm with the following information: (1) your name, (2) your address, (3) a written description of your claim, and (4) a description of the specific relief You seek. If We do not resolve the Dispute within forty-five (45) days after receiving your notification, then You may pursue resolution of the Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Arbitration Procedures:

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

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

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

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

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

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

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

any court with jurisdiction.

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

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

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

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

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

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

be subject to class action litigation.

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

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

DISPUTE RESOLUTION FOR E.U. OR UK RESIDENTS WHO HAVE USED THE SERVICES IN THE E.U. OR UK

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

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

ARBITRATION FOR CANADA RESIDENTS

Except where prohibited by applicable law, a Dispute (as defined above), shall be referred to and determined by a single arbitrator in a final and binding arbitration administered under the rules of ADR Institute of Canada, Inc.'s Arbitration Rules. If the Parties have not agreed upon an arbitrator within 14 days, unless otherwise agreed by the Parties in writing, the Parties shall ask the ADR Institute of Canada, Inc. to appoint a single arbitrator.

The seat of the arbitration shall be the same as the provincial or territorial law governing these Terms. The arbitration shall be heard in the capital of the seat unless the Parties agree otherwise. The costs and expenses of the arbitrator shall be shared equally between the Parties. A Party to the arbitration has no right of appeal from any award of the Arbitrator, whether characterized as final, interim, interlocutory or partial.

All Disputes referred to arbitration (including the scope of the agreement to arbitrate, the law relating to the enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims and conflict of laws rules) shall be governed by the law of the seat. Each Party hereby irrevocably consents to venue in the capital of the seat, and to the jurisdiction of competent courts in the capital of the seat for all litigation that may be brought, however it is agreed and acknowledged that the intention of the parties is to arbitrate the Dispute without recourse to the courts.

A Party to these Terms may take such steps as are permitted or required to enforce an award made by an Arbitrator. Except as required by law, and only to the extent that such disclosure is reasonably necessary, or for the purposes of obtaining professional advice, the existence of the arbitration and any element of the arbitration, including any award, shall be confidential and shall not be disclosed to any non-party to the arbitration. No document or other evidence or information prepared for or produced by or on behalf of any Party to the arbitration shall be disclosed to any non-party to the arbitration.

13. STATUTE OF LIMITATIONS

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

14. NOTICE

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

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

Pheenix CH LLC dba Spin"

"8605 Santa Monica Blvd. #20388, West Hollywood, CA 90069

15. MISCELLANEOUS

15.1. Entire Agreement. These Terms (including, without limitation, the Privacy Policy, and any applicable Other Governing Document), is the entire agreement regarding the subject matter herein, and the parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, that is not contained in this Agreement. Spin is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Spin.

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

15.3. Promotional Offers. From time to time, Spin may offer promotional discounts or credits ("Promotional Credits") to users. Spin reserves the right to withhold, expire, limit, modify or deduct Promotional Credits in the event that Spin determines or believes that the receipt of the Promotional Credit was in error, fraudulent, illegal, or in violation of our rules or any other applicable agreement between you and Spin, as determined in Spin's sole discretion. Each of these Promotions may have their own rules and terms that you should review. Those terms will apply in addition to these Terms. We are not required to give, and you are not required to accept, any offers we may promote through the Services. Promotional Credits must be used for the intended audiences and purposes and are not

transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to receive the offer. Some offers may be subject to taxes and other charges or restrictions which will be disclosed before you accept the offer. If you accept an offer you also assume all liability associated with that offer.

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

15.5. Governing Law and Venue. These Terms will be governed by the internal laws of the State of Michigan, without regard to its choice or conflicts of laws provisions. Any dispute that arises out of or relates to these Terms or the breach thereof that is not governed by the mandatory arbitration agreement set forth in Section 12, above, shall be governed by the law of the State of Michigan without regard to or application of choice of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in Michigan for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. For any action not subject to mandatory arbitration pursuant to Section 12 above, the prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys’ fees and experts’ fees.

For non-United States residents, any legal disputes arising from this contract in relation to use of the Services in the EEA (excluding the United Kingdom), German Law applies, and the place of venue are the courts of Berlin.

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

For non-United States residents, any legal disputes arising from this contract in relation to use of the Services in Canada, the laws of the province or territory in which You reside shall apply, and the place of venue are the courts of the province or territory in which you reside.

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

15.7. Assignment. We can assign these Terms in whole or in part to anyone we choose. You can't assign your rights or obligations under these Terms to anyone else without our prior consent.

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

authority.

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

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

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

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

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

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

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

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

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

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

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

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

In addition, you represent and warrant that:

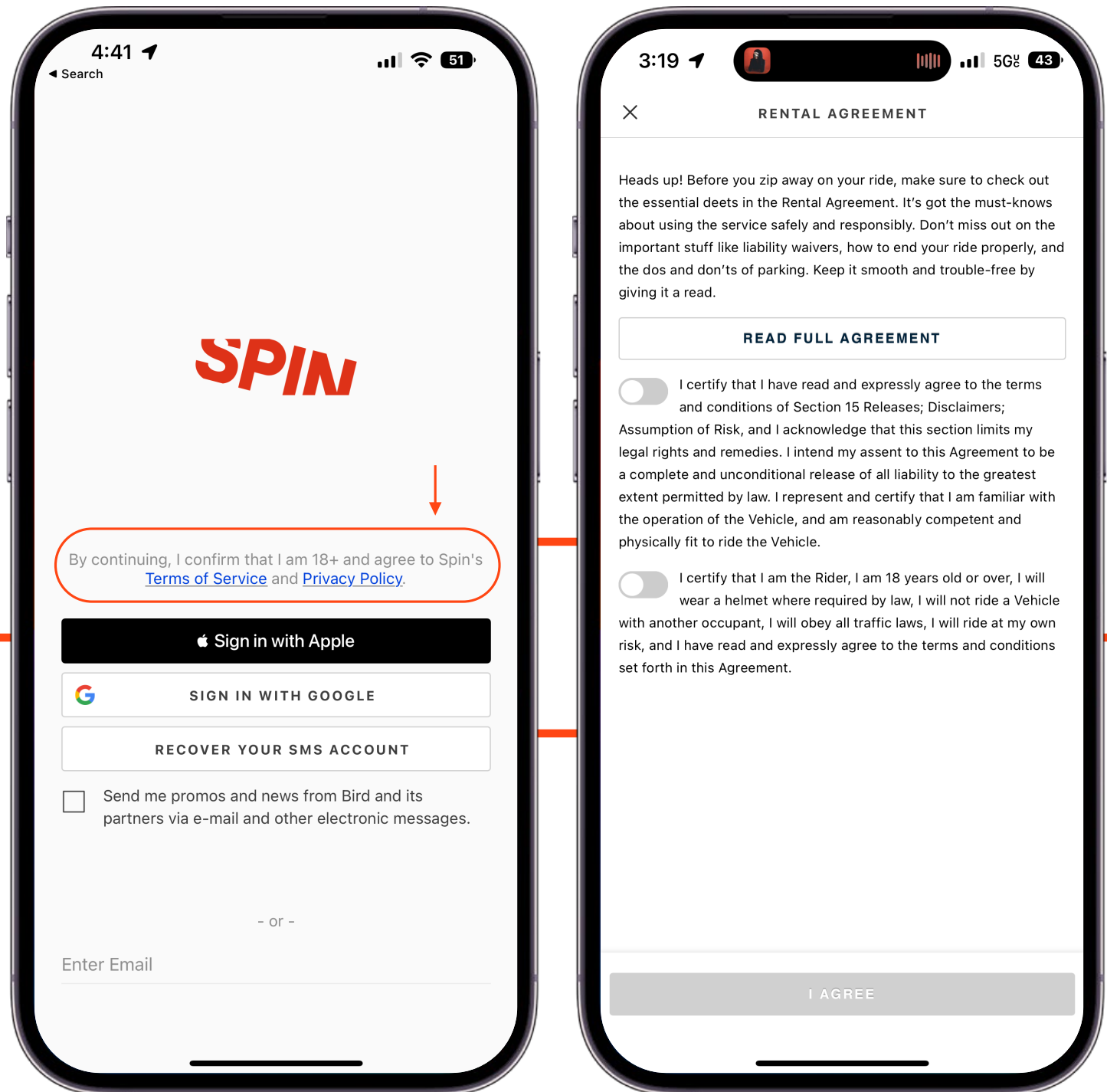
you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and

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

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

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

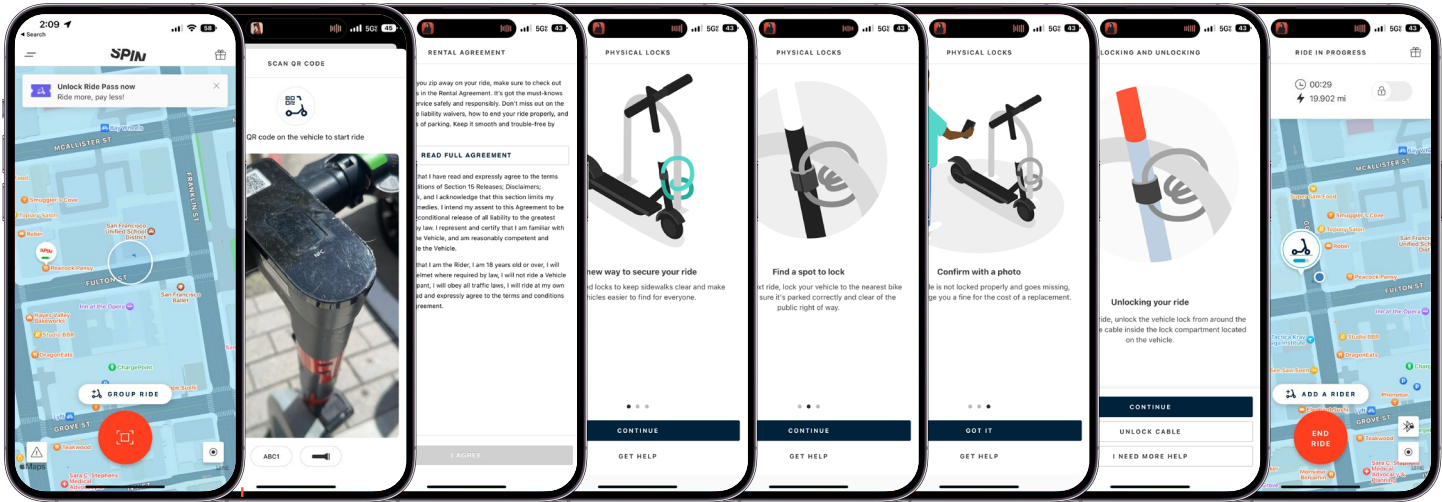
2) Provide screen shots of all locations where these provisions would be shared with customers, including the method for obtaining user acknowledgement/agreement.



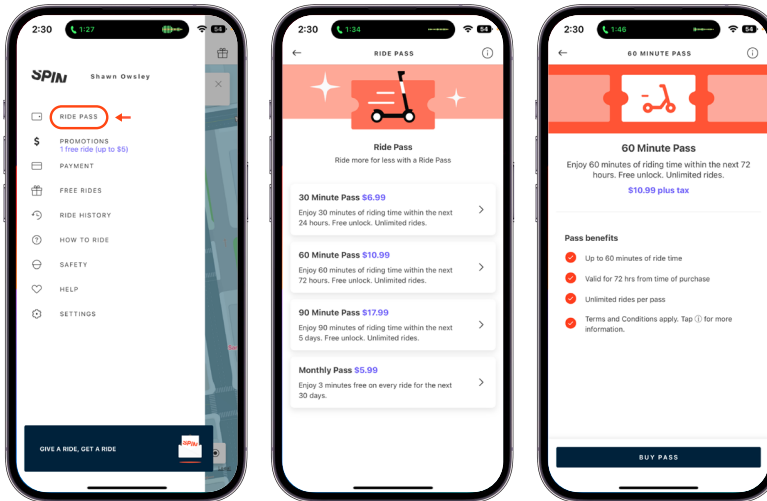
L — Images and Description of Mobile Application

Provide images and description of mobile application.

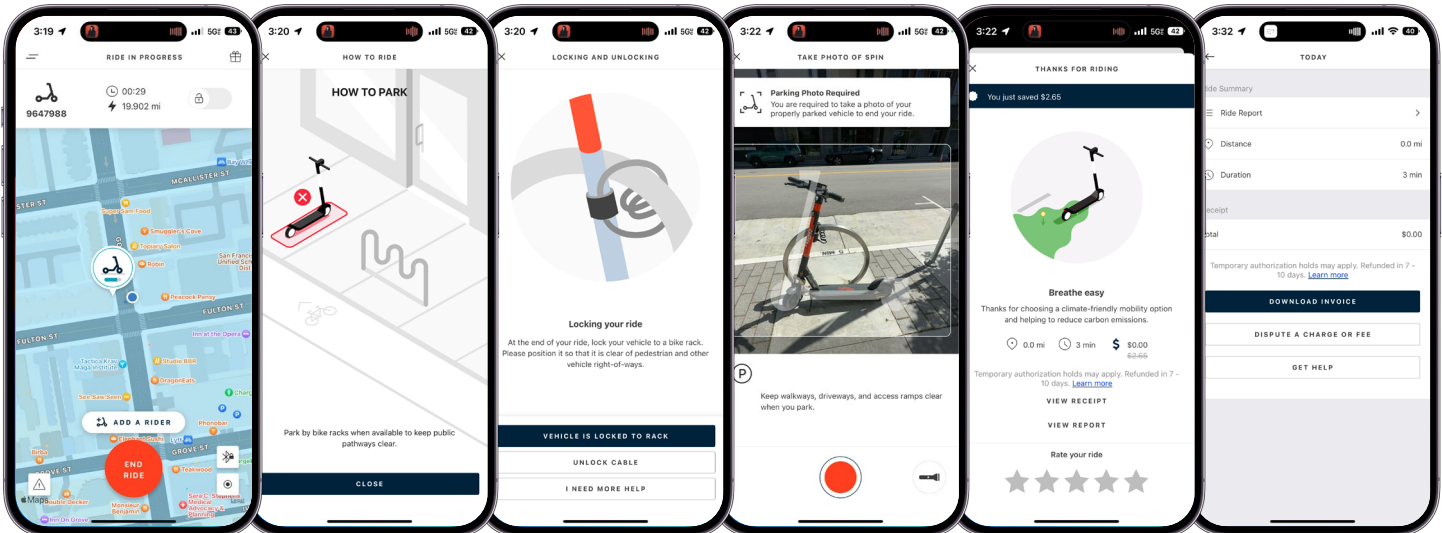
Getting Started/Renting a Device



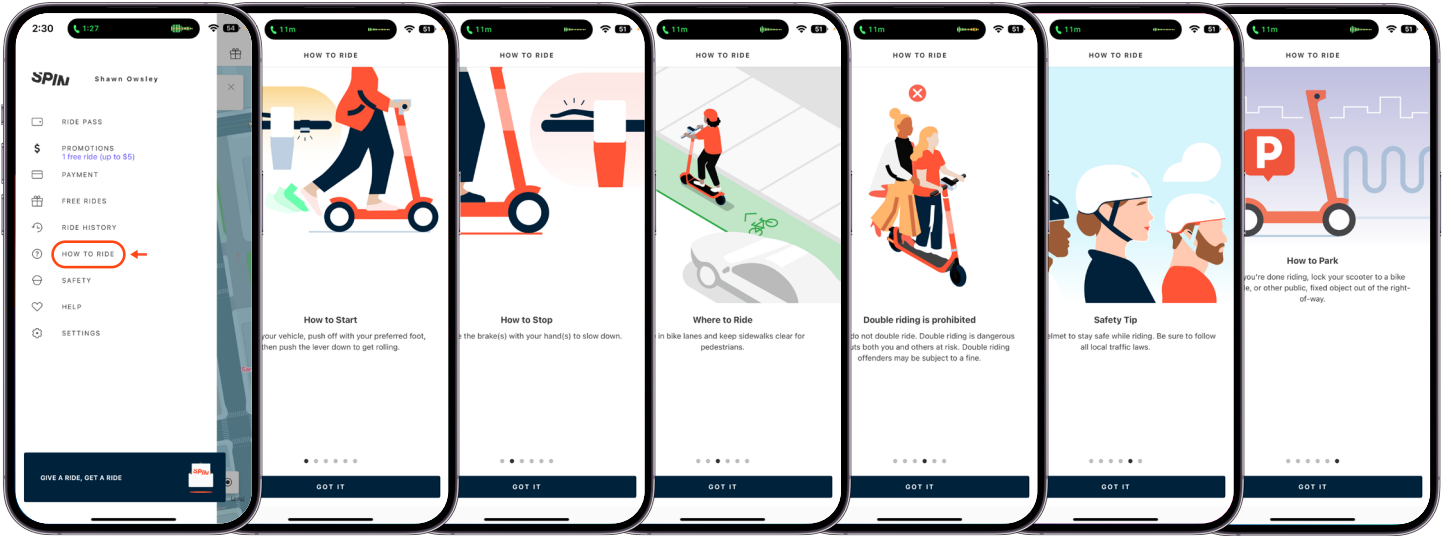
Spin Pass



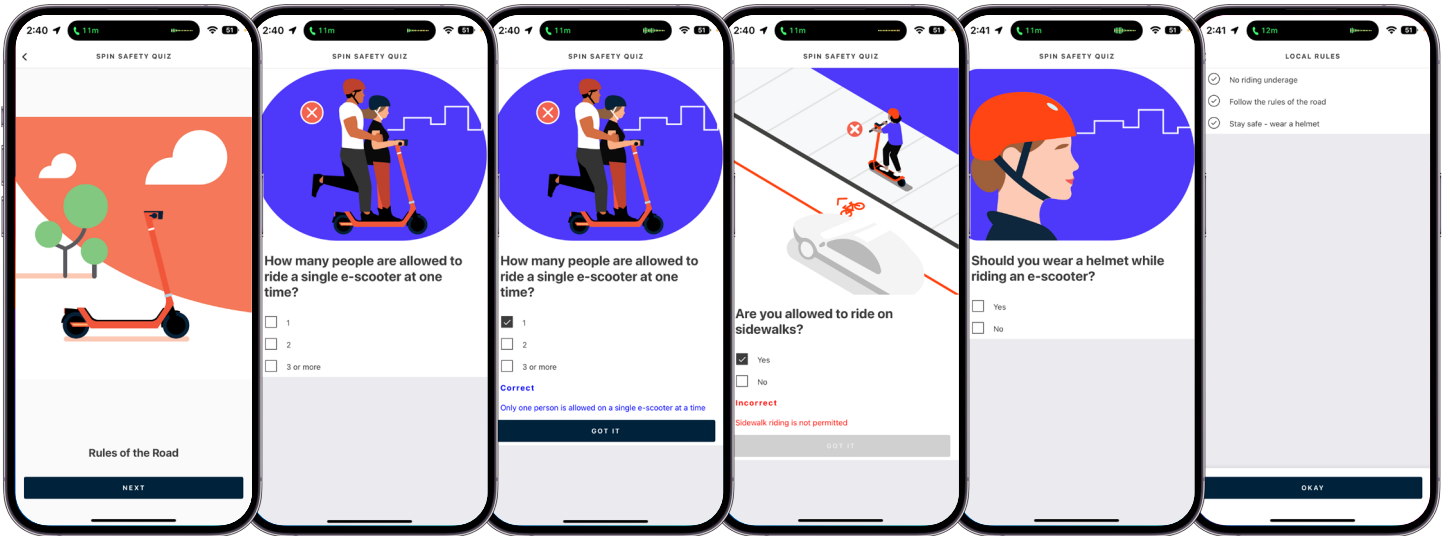
Returning a Device



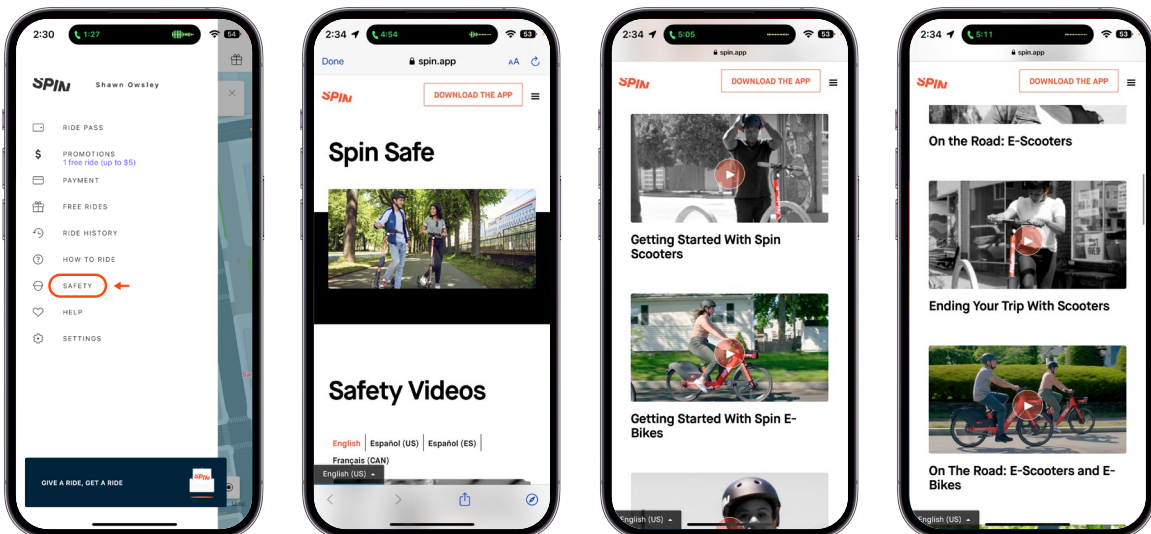
How to Ride Tab



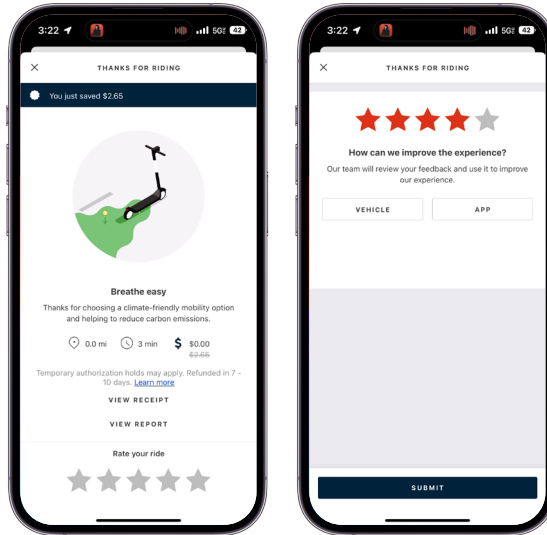
Safety Quiz (Non-Comprehensive)



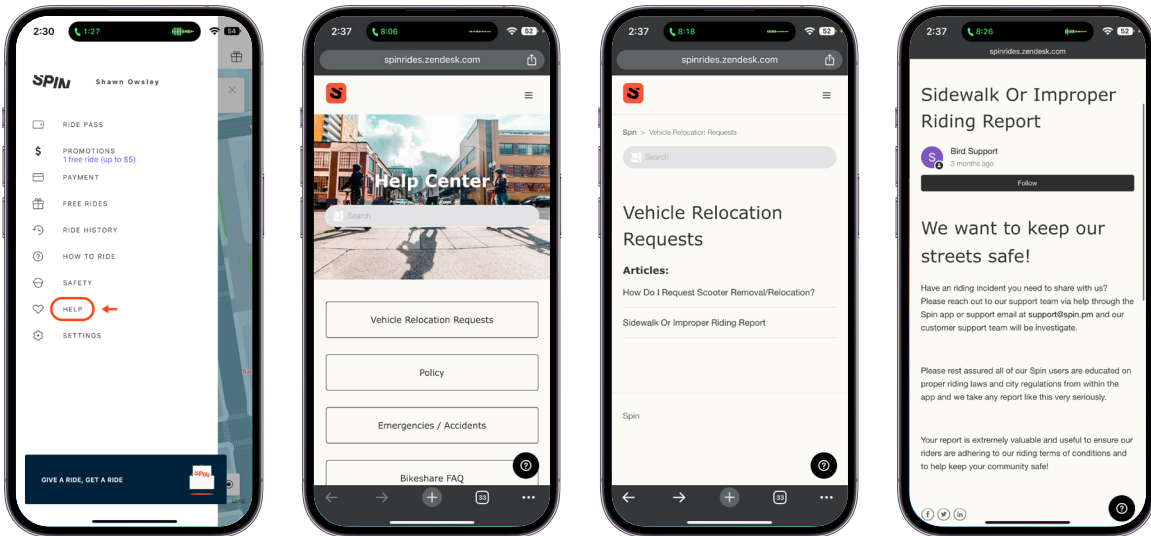
Safety Tab



Reporting



Help Tab



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.

Please see the following pages for the attached certificate of insurance with an endorsement of additional insured.

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
04/02/2024

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
CN120046401-CA-GAWUE-23-24 INSURED Blue Jay Transit, Inc. dba Pheenix CH LLC 1209 Orange Street Wilmington, DE 19801	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Apollo Syndicate Management Ltd.</td> <td>00000</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C : United States Fire Insurance Co.</td> <td>21113</td> </tr> <tr> <td>INSURER D : National Casualty Company</td> <td>11991</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Apollo Syndicate Management Ltd.	00000	INSURER B : Liberty Mutual Fire Insurance Company	23035	INSURER C : United States Fire Insurance Co.	21113	INSURER D : National Casualty Company	11991	INSURER E :		INSURER F :	
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INSURER D : National Casualty Company	11991														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** SEA-004007686-01 **REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BOWCN2350710 *SIR: \$1,000,000 (8/1/2023-7/1/2024)*	08/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PIOP AGG \$ 5,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-661-067334-064	03/22/2024	06/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	408-746660-4	03/22/2024	06/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology Errors & Omissions		W31A39230101	06/01/2023	06/01/2024	SIR: \$150,000, Limit: 1,000,000
C	Cyber Liability		W31A39230101	06/01/2023	06/01/2024	SIR: \$150,000, Limit: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City and County of San Francisco and SFMTA, its Officers, Agents, and Employees are included as additional insured where required by written contract with respect to General and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER San Francisco Municipal Transit Agency (SFMTA) 1 Van Ness Avenue, 7th Floor San Francisco, CA 94102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services <i>Charity O'Sullivan</i>
--	--

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AGENCY CUSTOMER ID: CN120046401

LOC #: San Francisco



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Blue Jay Transit, Inc. dba Pheenix CH LLC 1209 Orange Street Wilmington, DE 19801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

The Cyber policy evidenced above is subject to a self-insured retention for various perils insured. The General Liability policy evidenced above is subject to a self-insured retention for various perils insured.

Policy Number: AS6-631-510760-033
Issued By: The First Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule	
Name of Other Person(s)/ Organization(s):	Email Address:
Per Schedule On File With Insured	Per Schedule On File With Insured

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 02 08 11

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with its permission.

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NOTICE OF CANCELLATION FOR CERTIFICATE
HOLDERS**

This endorsement modifies insurance provided under this policy.

SCHEDULE	
Name of Person(s) / Organization(s)	Email Address
PER SCHEDULE ON FILE WITH BROKER	PER SCHEDULE ON FILE
	WITH BROKER

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will endeavor to provide notice of such cancellation by electronic mail to any person or organization shown in the schedule above or set forth in a list provided to us by the First Named Insured, subject to the following conditions:
 - 1. The schedule or list shall only contain the names and e-mail addresses of persons or organizations:
 - (a) that have been sent a certificate of insurance; and
 - (b) that you are required to notify in the event of a cancellation of the policy.
 - 2. You must send us a written request to provide such notice as soon as possible after the First Named Insured shown in the Declarations receives notice from us of the cancellation of this policy;
 - 3. We must receive such written request no later than 15 days after the date the notice of cancellation was sent by us to the First Named Insured; and
 - 4. You must provide us with accurate e-mail addresses for all persons and organizations on the schedule and list.
- B.** We will endeavor to maintain proof of e-mailing the electronic notification described in Paragraph **A.** of this endorsement, but we are not obligated to do so.
- C.** Our delivery of notification of cancellation described in Paragraphs **A.** of this endorsement is intended as a courtesy only. We have no obligation to do so, nor do we have an obligation to provide such notification within the timeframe that you may have agreed upon with the certificate holder. Our failure to provide such notification will not:
 - 1. Extend the Policy cancellation date;
 - 2. Negate the cancellation as to any insured or any certificate holder; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness or validity of information contained in the schedule above or the list provided to us described in Paragraphs **A.** of this endorsement.

All other terms and conditions of this policy remain unchanged.



Bowring Marsh

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CTB

B0509BOWCN2350710

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NOTICE OF CANCELLATION TO THIRD PARTIES

Schedule

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

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

List of third parties requiring such notification to be provided for this endorsement to apply.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

640264196401B0509BOWCN2350710

Marsh Limited
6401



A business of Marsh McLennan

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a 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.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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:

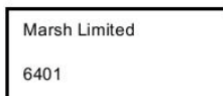
- 1. such person or organization's financial control of a Named Insured; or
- 2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

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.

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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, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a Named Insured or on a Named Insured's behalf.

The coverage granted by this paragraph does not apply to:

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

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

I. Trade Show Event Lessor

1. With respect to a Named Insured's participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the Named Insured is required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising 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.
2. The coverage granted by this paragraph does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

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J. Vendor

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

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

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- 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.

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