

Deco Bike, LLC.
41 NE 17 Terrace
Miami, Florida 33132

RIDER'S RENTAL AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK
INDEMNITY AND HOLD HARMLESS

THIS IS A LEGAL AND BINDING AGREEMENT. RIDERS SHOULD READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE AGREEING TO ENTER INTO THIS AGREEMENT. BY USING OUR SERVICES (INCLUDING BUT NOT LIMITED TO USING OUR MOBILE APP, BICYCLES, WEBSITE, OR CREATING A USER ACCOUNT, FOR EXAMPLE), YOU ARE AGREEING TO THESE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THAT YOU AT LEAST 18 YEARS OLD AND ARE OF LEGAL AGE TO ENTER INTO BINDING CONTRACTS AND THAT ALL INFORMATION YOU PROVIDE IS CURRENT, ACCURATE, TRUE AND CORRECT INCLUDING YOUR FULL NAME AND LEGAL ADDRESS, AND THAT YOU HAVE A VALID MOTOR VEHICLE DRIVER'S LICENSE, SO PLEASE READ THEM CAREFULLY. YOU ARE ALSO AGREEING THAT YOU HAVE AUTHORITY TO AGREE TO THESE TERMS, WHETHER PERSONALLY, ON BEHALF OF YOUR PASSENGERS OR GUESTS, OR ON BEHALF OF AN ENTITY YOU HAVE INCLUDED IN YOUR USER ACCOUNT REGISTRATION.

BY ENTERING INTO THIS AGREEMENT, RIDER IS PERMITTED TO USE BIKES PROVIDED BY DECO BIKE, LLC. AS PART OF THE CITI BIKE PROGRAM IN MIAMI WITH CERTAIN USE RESTRICTIONS AS A CONDITION FOR USE OF THE BIKE. ADDITIONALLY, RIDER RELEASES AND WAIVES CERTAIN RIGHTS AND CLAIMS, AS WELL AS ACCEPTING CERTAIN RESPONSIBILITIES. WE MAY AMEND THESE TERMS FROM TIME TO TIME, AND THE REVISED VERSION WILL BE EFFECTIVE WHEN POSTED ON THIS WEBSITE OR OTHERWISE MADE AVAILABLE TO YOU AS THE RIDER. THE REVISED TERMS SUPERSEDE ANY PREVIOUS VERSIONS. THIS AGREEMENT AND ITS TERMS ALSO EXPRESSLY SUPERSEDE ANY PRIOR AGREEMENTS OR ARRANGEMENTS WE MAY HAVE WITH YOU. YOU MAY OF COURSE STOP USING OUR SERVICES AT ANY TIME, AND WE MAY TERMINATE THESE TERMS OR YOUR USE OF ANY SERVICES, OR GENERALLY CEASE OFFERING OR DENY ACCESS TO ANY PORTION OF THE SERVICES, AT ANY TIME AND FOR ANY REASON IN OUR SOLE DISCRETION.

THE CITI BIKE PROGRAM IN THE MIAMI AREA, IS AN AUTOMATED PUBLIC BICYCLE SHARING AND RENTAL PROGRAM OPERATED BY DECOBIKE (THE "PROGRAM"). IT DIFFERS FROM A TYPICAL PRIVATE BICYCLE RENTAL. TWO TYPES OF ACCESS TO THE AUTOMATED PROGRAM ARE OFFERED: MEMBERSHIPS OR RENTALS. BICYCLES OFFERED MAY BE ANALOG OR ELECTRIC-ASSIST.

MEMBERSHIPS: FOR ALL TYPES OF PROGRAM MEMBERSHIPS, BIKES ARE REQUIRED TO BE DOCKED INTO DECOBIKE STATION LOCATIONS AT SPECIFIC TIME INTERVALS (TIME INTERVAL VARIES DEPENDING ON MEMBERSHIP TYPE) OR ADDITIONAL CHARGES/LATE FEES MAY APPLY PER THE POSTED RATES, WHICH IS TYPICAL OF PUBLIC BIKE SHARING PROGRAMS. A BIKE IS NOT TO BE KEPT FOR LONGER THAN A ONE DAY OR FOR MULTIPLE DAYS BY THE RIDER. A MAXIMUM DAILY RATE OF \$75 PER DAY WILL APPLY FOR ANY BIKE NOT RETURNED IN THE PRESCRIBED MEMBERSHIP USE PERIOD. IF RIDER FAILS TO RETURN BIKE WITHIN 25 HOURS OF THE EXPIRATION OF THEIR ORIGINAL MEMBERSHIP USE PERIOD, RIDER WILL BE CHARGED A FEE OF \$800. IF A RIDER CANCELS A MONTHLY MEMBERSHIP SUBSCRIPTION WITHIN THE FIRST NINETY (90) DAYS OF SIGNUP, A \$45 CANCELLATION FEE WILL APPLY.

RENTALS: FOR ALL PROGRAM RENTALS ORIGINATING AT A PROGRAM STATION, THE RIDER MAY KEEP BIKE FOR THE ENTIRE TIME OF RENTAL WITHOUT THE NEED TO DOCK BIKE AT A PROGRAM STATION. RIDER MAY, AT ITS OPTION, DOCK BIKE AT ANY DECOBIKE STATION WHEN NOT IN USE AND RETRIEVE THE SAME OR ANOTHER BIKE WITH SAME CREDIT/DEBIT CARD DURING THE INITIAL RENTAL PERIOD WITHOUT INCURRING ADDITIONAL FEES. IF BIKE IS NOT RETURNED PRIOR TO THE END OF THE INITIAL RENTAL PERIOD, ADDITIONAL CHARGES/FEES MAY APPLY PER THE POSTED RATES ON OUR WEBSITE. A MAXIMUM DAILY RENTAL RATE OF \$75 PER DAY WILL APPLY FOR ANY BIKE NOT RETURNED IN THE PRESCRIBED RENTAL PERIOD. IF RIDER FAILS TO RETURN BIKE WITHIN 25 HOURS OF THE EXPIRATION OF THEIR ORIGINAL RENTAL TERM, RIDER WILL BE CHARGED A FEE OF \$800.

DECObIKE LLC, FROM TIME TO TIME, PARTICIPATES IN “SPECIAL EVENTS” IN A NONAUTOMATED FORMAT AND PROVIDE BIKES TO USE ON A COMPLIMENTARY BASIS, OR FOR A FEE, WITHOUT USING AUTOMATED DECObIKE STATIONS TO CHECK BIKES OUT FROM OR RETURN BIKES TO. WHETHER A RIDER PAYS FOR USE OF THE BIKE OR IT IS PROVIDED ON A COMPLIMENTARY BASIS, ALL TERMS AND CONDITIONS, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS TERMS OF THIS AGREEMENT STILL APPLY TO RIDER’S USE OF THE BIKE (WITH THE EXCEPTION OF BILLING ITEMS UNIQUE FOR MEMBERSHIPS AND AUTOMATED RENTALS). IF BIKE IS NOT RETURNED PRIOR TO THE END OF THE INITIAL SPECIAL EVENT RENTAL PERIOD, ADDITIONAL CHARGES/FEEES WILL APPLY AT THE RATE OF UP TO \$5 FOR EACH ADDITIONAL 30-MINUTE PERIOD UNTIL RETURNED, UP TO A MAXIMUM DAILY RENTAL RATE OF \$75 PER DAY. IF RIDER FAILS TO RETURN BIKE WITHIN 25 HOURS OF THE EXPIRATION OF THEIR ORIGINAL SPECIAL EVENT RENTAL TERM, RIDER WILL BE CHARGED A FEE OF \$800.

ASSUMPTION OF RISK: Rider acknowledges that (a) there are risks associated with the use of our bicycles and services (b) the bicycles will be used by other people both before and after your use of such bicycles, (c) the bicycles can become damaged or may be in disrepair due to regular use, wear and tear, negligence of Deco or other users through vandalism, or other causes, and Deco is often not notified of such damage or disrepair right away; (d) although Deco endeavors to keep the bicycles in good repair, bicycles that you use may be damaged or in need of repair of which Deco is not aware; (e) your use of the bicycles or other Deco services may result in injury, death or illness; these risks and dangers may be caused by the negligence or omission of Deco, the negligence of others, including other pedestrians or motorists, or may arise from the repair, maintenance or operation of the bicycles, adverse weather conditions at the time of use, roadway conditions, or other causes, including from any other additional foreseeable or unforeseeable causes. By using our bicycles and other services, you the Rider, on behalf of yourself, your personal representatives and your heirs, hereby EXPRESSLY AGREE TO ASSUME ALL RISKS AND ACCEPT ALL RESPONSIBILITY FOR ANY ACCIDENT, PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR DISABILITY THAT YOU MAY SUFFER AS A RESULT OF USING THE BICYCLES OR SERVICES for any such injuries, losses, and/or damages, including those caused solely or in part by the negligence or omission of Deco and the released parties.

WAIVER AND RELEASE OF CLAIMS: You the Rider, on behalf of yourself, your personal representatives and your heirs, hereby EXPRESSLY AGREE TO WAIVE AND RELEASE ALL RELEASED PARTIES FROM ANY AND ALL CLAIMS (INCLUDING THOSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY AND/OR ANY OTHER GROUNDS), INCLUDING WITHOUT LIMITATION CLAIMS FOR OR RELATING TO ANY ACCIDENT, PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR DISABILITY THAT YOU MAY SUFFER AS A RESULT OF USING OUR SERVICES OR BICYCLES, including those caused solely or in part by the negligence or omission of any of the Released Parties. The WAIVER AND RELEASE includes any claims for injury or illness including, but not limited to, BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, MENTAL OR PHYSICAL ANGUISH, OR DEATH; these risks and dangers may be caused by the negligence or omission of Deco, the negligence of others, including other pedestrians or motorists, or may arise from the repair, maintenance or operation of our services or bicycles, adverse weather conditions at the time of use, roadway conditions, or other causes, including from any other additional foreseeable or unforeseeable causes.

WHEN PERMITTED BY LAW, THE RELEASED PARTIES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. IN ALL CASES, THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

You volunteer to use our services and bicycles with full knowledge of all RISKS and agree to the ASSUMPTION OF RISK AND WAIVER AND RELEASE OF CLAIMS; YOU DO NOT HAVE TO USE OUR

BICYCLES OR SERVICES. If you have any questions concerning the terms of the Assumption of Risk or Waiver and Release of Claims, you can contact Deco at management@decobike.com.

It is your responsibility to use our services and bicycles safely. You are responsible for any harm you cause to other people, including your passenger, animals, and/or any property.

1. PURPOSE OF AGREEMENT

This document constitutes the entire Agreement (“Agreement”) between you (the “Rider”), as the individual agreeing to be bound by the terms of this document and to use and rental of a bike (“the Bike”) accordingly, and Deco Bike, LLC. (“Deco”). Citibank, N.A. (“Citi”) shall be considered a third-party beneficiary of this Agreement. For purposes of this Agreement, wherever Deco is referred to below such definition shall include all of Deco’s members, managers, employees and investors.

2. GENERAL RULES & RESTRICTION FOR BIKE USE AND RENTAL

2.1 **Age Restriction:** Rider is and must be 18 years of age or older. Rider certifies and guarantees that he/she meets this requirement. If Rider falsifies or misrepresents, unintentionally or intentionally, Rider’s age, the Rider accepts full responsibility for any and all damages, demands, consequences, causes of action, losses, injuries, court and litigation costs, attorney’s fees, penalties, fines, legal actions of any kind, judgments, expenditures of any type or nature whatsoever related to such misrepresentations, whether intentional or unintentional.

2.2 **Helmet Warning:** Failing to wear a helmet could result in serious bodily injury or death in the event of an accident or collision. As a preventive measure, Deco recommends that all Riders use a properly fitted helmet at all times when operating the Bike. It is the Rider’s sole responsibility to utilize a helmet. Rider agrees that in consideration of the use and rental of the Bike, Deco, Citi, and the host municipality and its agents, directors, officials, volunteers, officers, shareholders, successors, assigns, subsidiaries, parent organizations and affiliates, shall not be liable or responsible for any damages or injuries caused by or relating to Rider failing to wear a properly fitted and/or fastened helmet.

2.3 **Requirement to Inspect Bike Prior to Operating:** Rider agrees to carefully inspect the Bike he/she wishes to ride prior to riding the Bike, and shall, while within 15 feet of the place of rental, test the Bike’s operating components including but not limited to: the chain, brakes, pedals, lights, tires, frame and seat. This is not intended to be an extensive or exhaustive list. Rider agrees, prior to operating the Bike, that he/she will notify Deco if there appear to be any issues with the Bike and if Rider rides any Bike that Rider that later determines is not operating properly, Rider will immediately stop riding the Bike, return the Bike and notify Deco. Rider should adjust seat height to fit their body frame prior to operating the Bike.

2.4 **Requirement to Discontinue Use:** Rider expressly agrees that he/she shall discontinue use of the Bike immediately and return it to a Program Station if it, or any component of it, should become defective or malfunction while riding the Bike and during any use or operation of the Bike and Rider shall notify Deco customer service. Deco may, at its sole discretion, issue another Bike to Rider, pick up the Bike at issue, or provide any other related services.

2.5 **Rider Experienced with Bicycle Operation:** Rider asserts, represents and certifies that he/she is experienced and familiar with the safe and competent operation of a bicycle, and further, that he/she is physically and mentally fit to ride the Bike. Rider is solely responsible for any injury or damages resulting from improper or unsafe operation of the Bike. If rider has any existing physical or mental condition that would prohibit Rider from safely operating the Bike, he/she is prohibited from riding the Bike.

2.6 **Rider Restricted from riding or operating the Bike in adverse weather conditions:** Rider shall assess weather conditions prior to use of the Bike and expressly agrees that he/she will not ride, operate or use a bike in any manner during adverse weather conditions, including but not limited to: tornados, hurricanes, fog, heavy rains, flooding, high wind conditions, or lightning storms.

2.7 **Rider Restricted from using or operating a Bike while Impaired:** Rider expressly agrees that he/she shall not ride or attempt to operate a Bike if he/she is under the influence of drugs or alcohol and/or impaired with an alcohol level above what is legally permissible under state or local laws. Rider assumes all risks and liabilities resulting from any and all use or attempted use of a Bike

- while impaired. Operating a Bike while impaired or under the influence can cause death or serious bodily injury as well as endangering the safety of others. Rider consents to submit to a blood alcohol test in the event of accident or injury if requested by police.
- 2.8 **Rider Required to Comply with all applicable local, state, and county rules, regulations, codes and laws that relate to the safe operation of a bicycle:** Rider certifies he/she has familiarized himself/herself with such prior to riding or operating a Bike. Should Rider wish to further review such regulations, they can be obtained from the State of Florida, the Florida Bicycle Organization and on the internet.
- 2.9 **Restrictions of Type of Use of Bike:** Rider agrees not to use the Bike for racing, tricks riding, jumping, stunt riding and/or, off-road riding. Rider further agrees not to use the Bike for any commercial or hire purposes. Rider shall not ride the bike in any standing water or moving water. Rider shall not ride the Bike on unpaved roads, through puddles or water, or any other uses/places prohibited by law. Rider agrees not to tow, pull, carry or push any person aside from Rider or object with Bike as such can create an unsafe condition. Rider agrees to be seated at all times while pedaling and shall not pedal the Bike while in a standing position. Pedaling the Bike from an upright, standing position may create a dangerous condition and increase Rider's chance of an injury. Rider is prohibited from using the Bike for any commercial purpose or for hire. Rider prohibited from texting, emailing, or any use of a mobile device while operating the Bike. Rider shall not tamper with any technology on the bike such as GPS or any other equipment.
- 2.10 **Bike is and shall remain the exclusive property of Deco at all times.** Rider shall not remove or modify any accessories, parts or components of the Bike as it is a criminal act to do so.
- 2.11 **Rider shall not permit others to ride upon or use Bike:** Rider is expressly prohibited from allowing any 3rd party to ride upon or use the Bike in any capacity whatsoever, as the Bike is the exclusive property of Deco. Rider is prohibited from allowing anyone else upon any part of the Bike at all times.
- 2.12 **Restricted use of Front Basket:** Rider agrees that he/she will not use the basket for any purpose other than carrying small and light items while riding the Bike. Rider acknowledges the basket is for light items only and that he/she should not overfill the basket with too many items or heavy items as it can cause an unsafe condition and may impair the balance, steering and/or stability of the Bike which can result in injury to Rider. Deco is not responsible for damage or loss to any items being transported (including pets and animals), carried or left in the Bike basket and Rider is solely responsible for such items at all times.
- 2.13 **Approaching & Crossing Railroad Tracks.** Use extreme caution when approaching and crossing railroad or train tracks: When approaching a railroad crossing or train tracks, slow down or stop to ensure there is no train coming. Train tracks can be hazardous, even for very experienced bicycle riders—the gaps between the rails and pavement can swallow your wheel, and wet tracks can cause your tires to slide out from under you. Rider should: (a) only cross at designated crossing locations, (b) look both ways before crossing, (c) do not cross, go under, or go around the safety gates if they are down or if crossing lights are flashing, and (d) do not ride or attempt to ride along parallel to the track. Once it is safe to cross, you should always position your bike to be perpendicular to the rails—but be sure to look out for perpendicular gaps, as well. You, the Rider, expressly assumes all risks when crossing railroad/train tracks. As an alternative, you, the Rider, may dismount the bike and walk it across the tracks to avoid such hazards.
- 2.14 **Rider required to report accidents, injuries, and incidences of theft, loss and damage to Police:** Rider must contact Deco and local Police as soon as safely possible to do so, but in no event later than 48 hours from the time of the incident in the event of theft of the Bike or an accident that occurred during Rider's use of Bike resulting in bodily injury or property damage. A police report should be obtained in any of these events and provided to Deco upon request within 5 business days of the incident as provided below and contain the facts surrounding the incident and contact information for witnesses and anyone else involved in the accident/incident.
- 2.15 **Rider's liability in the event of theft or loss of Bike:** Rider shall be liable and responsible for any costs, claims, judgments, demands, damages, injuries, expenses, penalties, expenditures of any nature, causes of action, losses, attorney's fees and court costs of any kind relating to a stolen, lost or damaged Bike. If Rider leaves Bike unlocked or unattended and it is stolen, Rider is expressly responsible for its replacement cost.
- 2.16 **Rider Responsibility for Damage to Bike or Other Property:** Rider expressly agrees to return the Bike to Deco in the same condition as when received. Rider is liable for any and all damages resulting from improper use or abuse of the Bike and the cost of such damages shall become due

- and payable at standard labor and parts rates upon invoicing by Deco to Rider. If Bike is permanently damaged and must be removed from circulation, Rider shall be responsible for furnishing Deco with the replacement cost of the Bike, due and payable upon invoicing by Deco to Rider. Email, express courier and USPS are all acceptable methods to deliver such invoices from Deco. Rider is restricted from renting a bike that has visible defects or damage that may interfere with the safe operation of the Bike. Should Rider cause damage to the property of another party while operating or in possession of the bike, Rider is solely liable for such damage.
- 2.17 **Requirement to Secure Bike at All Times:** Rider agrees to maintain the Bike in a secure manner at all times which should be returned or stored at Program Stations. Bikes may or may not be equipped with onboard cable, chain or wire locks. Under any and all circumstances, Deco is not responsible for any lost, stolen, destroyed or damaged Bikes regardless of whether locks are utilized and/or properly functioning. Rider expressly agrees that he/she shall pay for any damages to the Bike caused by Rider or anyone else during Rider's rental or use period of the Bike. Any required repairs will be performed and billed at normal labor rates and parts/materials costs. Should a Bike be damaged to the point that it is no longer function or safe to operate, Rider agrees to pay Deco the full replacement value of the Bike.
- 2.18 **Requirement to acknowledge that No Insurance is Provided under this Agreement:** Rider expressly acknowledges and agrees that Deco does not provide insurance of any kind including but not limited to: property damage, liability, personal injury, injury to others, damages, penalties, fines, losses, and/or expenses of any kind whatsoever.
- 2.19 **Rider agrees to conditions regarding payment for unreturned, damaged, lost or stolen Bike:** Rider agrees that if the Bike is not returned to a designated Deco location within the allocated time period as described herein, or the Bike is otherwise damaged beyond repair, lost or stolen, Deco will immediately charge Rider a \$800 fee which will be charged directly to the credit and or debit card that Rider used to rent the Bike and/or in a subsequent invoice to Rider, payable upon receipt. Rider shall be personally liable for the payment of the fee even if their credit or debit card lacks sufficient funds to cover the fee. If Rider lacks sufficient credit to process the \$800 charge, Deco may charge Rider a series of smaller charges with a total not to exceed \$800.
- 2.20 **Bike Pick-Up:** If Rider is unable to return Bike to a valid Deco docking station for any reason and Deco has to pick up Bike, Deco may charge Rider a pick-up fee of up to \$400. Deco may charge these amounts in its sole discretion to any payment method in Rider's account without prior notice.
- 2.21 **Rider participating in a public bicycle sharing program:** Rider understands that he/she is participating in a public bicycle sharing program, and that unlike a standard private bicycle rental, Rider is required to check bikes in and out of stations periodically so that such bikes are available to the next user when accessing the program via a MEMBERSHIP. When not in use, Rider should always dock the bike at a Deco station location and Rider may select any other available bike when ready to ride again. Rider is prohibited from keeping or possessing a specific bike for an entire day or multiple days when accessing program via a membership. If Rider selects a bike sharing program MEMBERSHIP Rider shall be permitted to ride an unlimited number of trips during such membership period to get Rider from station to station. The duration of each trip shall be limited to the type of membership selected by Rider.
- 2.22 **Late Fees:** If Rider selects to access the program via a RENTAL (different from membership), Rider shall promptly return such bike to a Deco location at the end of the rental period or he/she shall incur additional charges at the posted rate and as otherwise described herein.
- 2.23 **Privacy.** Deco's Privacy Policy is posted at www.citibikemiami.com/privacy and may be updated from time to time without prior advance notice.
- 2.24 **Rider Responsibility for Acts of Destruction; Recovery of Costs:** Prosecution; Rider agrees that any willful or negligent act of destruction of the Bike and/or Deco property will result in prosecution to the fullest extent of the law and Deco will seek the recovery of all costs and administration charges from Rider, including attorney's fees and costs.
- 2.25 **Rider responsibility for Tickets, Fees, Damages and Fines:** Rider agrees that he/she is solely responsible and will not hold Deco, Citi and/or any of its or their agents, directors, officers, shareholders, employees, successors, assigns, subsidiaries, parent organizations, and/or affiliates liable for any moving violation, fines, and/or illegal activities incurred by Rider while using, riding and/or operating the Bike. Rider agrees to pay on demand all fines, and court costs, including administrative fees for parking, bus lane, traffic or other legal and/or moving violations assessed against the Bike, the Rider or Deco or Citi during the rental or use of the Bike by Rider. Rider agrees to pay Deco or Citi for any costs, expenses and/or attorney's fees for processing, pursuing and/or

- defending any such claims. Rider shall be solely responsible for any damage or injuries caused by negligent operation of the Bike.
- 2.26 **Lost Membership FOBs & Replacement Fees:** Should Rider lose or misplace their Membership fob, Rider agrees to immediately log into their account via the internet and report their card lost. If Rider loses its membership fob and subsequently a Bike is checked out and not returned using the lost fob, Rider is responsible for the replacement cost of the bicycle. A fob replacement fee of up to \$10.00 applies for the issuance of each new membership fob.
- 2.27 **Failed Membership Account Billing:** Riders with an ongoing Membership subscription are responsible for timely payment of membership fees and/or any additional usage fees on the prescribed due date. It is Rider's responsibility to maintain updated and accurate billing information and method of payment in their Membership account online. Should a Rider's payment method on file be declined for any reason, a \$5.00 reinstatement fee will be added to Rider's membership account balance and a temporary hold will be placed on the Rider's membership card disabling Rider from being able to check out a Bike until Rider's billing and payment is successfully processed.
- 2.28 **Electric Bikes:** Electric bicycles require periodic battery charging to operate. Their level of charge power will decrease with use over both time and distance. They lose their battery charge for various reasons, including due to weather, road conditions, vehicle type and other factors. Deco works diligently to ensure that Bikes have adequate charge for Rider's general use, but Deco does not know where Rider intends to go and does not guarantee the Bike a Rider selects has enough charge power to get to Rider's desired location. In the event Rider mistakenly rents an electric Bike without any charge, Deco may as a courtesy provide Rider with a credit for the same rental, or for a future rental, at its sole discretion when requested by Rider.
- 2.29 **Text Messages, Emails and Telephone Calls:** Unless Rider opts out, Rider agrees that Deco may contact Rider by telephone, email, SMS or text message (including through use of an automatic telephone dialing system or automated email system) at the phone numbers and email addresses provided by Rider, including for marketing purposes. Deco may send marketing emails that include information relating to sponsors of the program. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You may opt out of receiving telephone calls, SMS, emails, or text messages from Deco at any time, by sending an email to management@decobike.com.
- 2.30 **Fraud:** Deco takes fraud seriously, both for the protection of Deco and Rider. Rider may only use a payment method that Rider has the legal right to use and Rider authorizes us to charge any payment method Rider designates for any charges Rider may incur. If Deco suspects that any information Rider provided is inaccurate, incomplete or fraudulent, Deco may suspend or terminate Rider's account until the issue is resolved. During that time, Rider may lose access to some or all of our Bikes and Services, either temporarily or permanently.
- 2.31 **Network Access and Devices:** Rider is responsible for obtaining the data network access necessary to use Deco's bicycles and services. Rider's mobile network's data and messaging rates and fees may apply if Rider accesses or uses Deco's services from Rider's device. Rider is responsible for acquiring and updating compatible hardware or devices necessary to access and use Deco's services (including the mobile app) and any updates thereto. Deco does not guarantee that its services, or any portion thereof, will function on any particular hardware or devices. In addition, Deco's services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. Rider acknowledges that on some peak days and times, such as holidays, network access can become bottlenecked and prohibit normal communications, sometimes resulting in issue preventing the ability to check out a bicycles or use Deco's services.
- 2.32 **Account Set Up:** In order to use most aspects of Deco's programs, you must register for and maintain an active personal user account, which requires a valid debit or credit card or other approved payment method with expiration date and billing postal code as well as other requested information. The information provided by Rider to Deco must be true, accurate, complete and updated as necessary to remain accurate. Rider should create a username and a strong password and should not share either with anyone – Rider's account is personal solely to Rider and not intended for anyone else's use, and Rider is responsible for all activity that occurs under it. Rider shall let Deco know immediately if Rider suspects unauthorized use of Rider's account. Deco has the right to provide information about Rider or Rider's various account details (like billing, account, content or use records and related information) if required by law (which may include mandatory data sharing with governments), and to protect Deco's rights, customers or business.

- 2.33 **Payment and Pricing:** Deco may put a temporary hold on Rider's debit/credit card account before Rider starts a ride to verify Rider's payment information is still valid and/or to verify Rider's debit/credit card has the necessary funds to cover the fees incurred for that ride. Pre-authorization is not a charge to Rider's account, it is a hold on those funds. Pre-authorizations can reduce Rider's available balance by the authorization amount until it is released or reconciled with the actual charge. Rider should contact Rider's bank or card issuer if Rider has questions about when a pre-authorization amount will be removed from Rider's statement. Fees and charges will be charged to a payment method in Rider's account. Deco will automatically charge and withhold the applicable taxes as required by law. All payments to Deco are made through a third-party payment processor. If Rider's payment method expires and Rider does not update Rider's information or Rider cancels Rider's account, Rider authorizes Deco to continue billing, and Rider will remain responsible for any uncollected amounts. Deco reserve the right to retry billing all payment method(s) on file after any failed billing attempt. Rider will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If Rider disagrees with any charges Deco has made to Rider's account, Rider shall let Deco know within 10 business days from the end of the month in which the disputed charge took place. To resolve any disputed charges, Deco will need certain trip information, including the date and approximate start and end times of Rider's trip. As a policy, except to the extent required by applicable laws, Deco does not offer refunds for Rider's use of Deco's services, and any exceptions to this policy are in Deco's sole discretion.
- 2.34 **Deco Staff and Police Authorized to Stop Any Person Riding or in Possession of the Bike(s):** DecoBike LLC has specifically authorized local, county and state Police to stop any person riding or possessing a Bike at their request for safety and/or security purposes. This may include any Bike that appears damaged, altered, is missing its bike identification number(s), and/or has been checked out longer than the Bike's last corresponding rental/membership use period. Police may ask Rider to present any of the following forms of identification to ensure the Rider or person in possession of the Bike(s) is authorized to have, or be using, the Bike(s): (a) Membership fob if Rider is a membership subscriber, (b) the credit or debit card used to rent the bike if Rider is not a membership subscriber, and/or (c) a form of government issued identification such as a driver's license or state issue ID card.
- 2.35 **Bike shall only be ridden inside Deco's Service Zones.** Rider shall only operate or possess Bike inside of Deco's service zones which only include the city of Miami, Miami Beach, Bay Harbor Islands, and Surfside, Florida. If Rider takes the Bike outside of those service zones, Deco's employees or Police may retrieve or confiscate such Bike from Rider and return it into Deco's service zones. In the event Rider takes the Bike outside of Deco's service zones, Rider shall be responsible for any penalty and/or fees due until Bike is returned into Deco's system inside the service zones. Any Bike outside of Deco's service zones is subject to immediate confiscation without any prior notice. No refunds will be given to a Rider taking the Bike outside of Deco's service zones where the Bike is confiscated by Deco's staff, agents, or Police.

3. **Waiver and/or Limitation of Liability**

- 3.1 For and in consideration of rental and use of Bike, Rider expressly forever releases and relinquishes and discharges Deco, Citi and/or any of its or their agents, directors, officers, shareholders, employees, successors, assigns, subsidiaries, parent organizations, and/or affiliates from any and all claims and/or liability, causes of action and/or damages including for personal injury, wrongful death, property damage, injury to others and/or third parties which arise from or related directly or indirectly to this Agreement; the rental, use and/or operation of the Bike; the Program or the Program website, including any and all claims, liability, causes of action and/or damages related to the sole or partial negligence of any non-related third party. By this Agreement any such claims, rights and causes of action that Rider (and Rider's legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Rider does so on behalf of Rider's heirs, executors, administrators and assigns.
- 3.2 Rider expressly agrees to release and hold harmless Deco, Citi and/or any of it or their agents, directors, officers, shareholders, employees, successors, assigns, subsidiaries, parent organizations, and/or affiliates from all liability for any such property damage or loss, personal injury or loss of life, whether caused by the sole or partial negligence of a non-related third party others, whether based upon breach of contract, breach of warranty, active or passive negligence or any

other legal theory, in consideration for using and/or operating the Bike. Rider voluntarily agrees, understands and acknowledges that Rider will have no right to make a claim or file a lawsuit against Citi or any of their agents, directors, officers, shareholders, employees, successors, assigns, subsidiaries, parent organizations, and/or affiliates arising out of this Agreement; the rental, use and/or operation of the Bike; the Program and/or the Program website, in consideration for using and/or operating the Bike.

4. **Assumption of Risks and Acceptance of Responsibility**

- 4.1 Rider expressly acknowledges and accepts that Rider rides at his/her own Risk. Rider accepts the Bike for use, exercising his/her own free choice to participate voluntarily in this activity. Rider promises and agrees to take due care during such rental, use, participation and/or operation of the Bike. Rider understands that bicycling may be a hazardous activity. Rider acknowledges, understands and assumes all risk relating to the rental, maintenance, design, use and/or operation of the Bike and understands that bicycling involves risk to the Rider and others including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that Rider has full knowledge of said risks and dangers. Rider understands that bicycling protective gear such as helmets and gloves are not provided but are recommended. Rider expressly understands that such gear, even when used, does not eliminate the risk of injury in the event of an accident.
- 4.2 Rider acknowledges that there may be risks and dangers not known to Rider or not reasonably foreseeable at this time related to bicycling, maintenance, design, rental, use and/or operation of the Bike, and Rider assumes responsibility for any and all such risks and dangers. Rider acknowledges and understands that risks and dangers related to the rental, maintenance, design, use and/or operation of the Bike may be caused by the negligence of the Riders or others including Deco and Deco's Parties. Rider assumes responsibility for all such risks and dangers.
- 4.3 Rider freely and expressly assumes and accepts any risks and all injuries to the Rider, Rider's personal property, and any others injured or damaged as a result of the rental, maintenance, design, use and/or operation of the Bike. Rider acknowledges, understands and agrees that all of the risk and dangers related to the rental, maintenance, design use and/or operation of the Bike, including those caused by the negligence of others, are included within the waiver, release and relinquishment of liability contained in this Agreement.

5. **Arbitration.** Rider expressly agrees that Deco, at its sole discretion, may submit any disputes whatsoever arising out of, resulting from, and/or relating to this Agreement; the rental, use and/or operation of the Bike, the Deco program, the Deco mobile app, and/or the Deco website, to final and binding arbitration under the Rules of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said rules. Notwithstanding these rules, however, such proceeding shall be held in the County of Miami Dade by the laws of the State of Florida. All arbitration proceedings will be conducted in the English language. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any part other than the direction to pay a monetary amount. Further, the arbitrators shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

6. **Class Action Waiver.** Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you the Rider nor Deco will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

7. **No Warranty.** Neither Deco, Citi, nor the host municipality provides any warranties, express or implied. There is no warranty of merchantability or fitness for a particular purpose, and the Bike and Deco equipment is accepted "As Is".

8. **Service Interruptions.** Neither Deco nor Citi shall be liable for, or owe a refund to, Rider for any interruptions in service caused by or reasonably attributed to public unrest, pandemics, public health emergencies, public emergencies, labor strikes, adverse weather conditions, criminal acts of others and

acts of god, as well as mechanical/technical failures of internet, cellular and data hosts/service providers, both wired and/or wireless.

9. **Indemnification & Hold Harmless.** In consideration for the use of the Bike, Rider expressly agrees to indemnify, defend, protect and hold harmless Deco, Citi, the host municipality and/or any of its or their agents, directors, officers, shareholders, elected officials, appointed officials, employees, volunteers, contractors, successors, assigns, subsidiaries, parent organizations, and/or affiliates against any and all claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorneys fees, judgments, suits, including claims brought by a third party, or disbursements of any kind of nature whatsoever related to, resulting from, regarding or referencing this Agreement, the rental, maintenance, design, and use and/or operation of the Bike, the Program and/or the Program website.
10. **Jurisdiction & Governing Law for All Proceedings.** Rider expressly agrees that in the event of any proceeding, dispute, claim or controversy arising out of, resulting from and/or relating to this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the Deco program and/or the Deco website shall be construed in accordance with and governed in all respects by the laws of the State of Florida, venue shall be Miami Dade County. Rider expressly agrees to submit to the exclusive jurisdiction of the State of Florida courts. Deco may assign its rights and duties under this Agreement to any party at any time without notice to Rider.
11. **No Waiver.** Deco's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any part of this Agreement. No waiver by Deco shall be construed as a waiver of any proceeding or succeeding breach of any provision in this Agreement.
12. **Termination of Agreement.** Deco may terminate this Agreement at any time, without cause, legal process, or notice to the Rider. Rider waives all claims, causes of actions, expenses, and/or damages connected and/or related to any such termination.
13. **Severability.** Each provision of this Agreement, including any exclusions or limitations of liability, shall be construed separately, applying and surviving even if for any provision in this Agreement is held to be inapplicable or unenforceable under any circumstances.
14. **Entire Agreement:** This Agreement constitutes the final and entire Agreement between Deco and Rider. This Agreement represents the entire understanding between Deco and Rider and prevails over any prior or contemporaneous, conflicting or additional, communications, unless Deco revises or modifies this Agreement. Deco shall have the right to revise, change and modify the terms and conditions contained in this Agreement at any time without prior written notification by posting the revised Agreement on the Deco website. Riders shall be solely responsible for reviewing and becoming familiar with any modification to this Agreement. Use and/or operation of the Bike by Rider following any modifications to this Agreement constitutes Rider's acceptance of the terms and conditions as modified.
15. **Acceptance of Agreement by Rider:** Rider expressly acknowledges that he or she has carefully read the entire Agreement, including the terms and conditions, and understands this Agreement, including but not limited to the Waiver of Liability, Assumption of Risk and Indemnification Provisions, fully, and expressly agrees to be bound by this Agreement. Rider voluntarily gives his or her consent and expressly agrees to all the conditions included in this Agreement as set forth above.

RIDER HAS READ, UNDERSTANDS AND EXPRESSLY AGREES TO THE ABOVE AGREEMENT AND TERMS AND CONDITIONS. BY ACCEPTING THIS AGREEMENT AND CHECKING OUT A BIKE AT A PROGRAM KIOSK (EITHER THROUGH A MEMBERSHIP OR RENTAL), RIDER HAS AFFIRMATIVELY AGREED TO ENTER INTO THIS AGREEMENT.