



## Shared Electric Scooter Permit Application for the City of Seattle

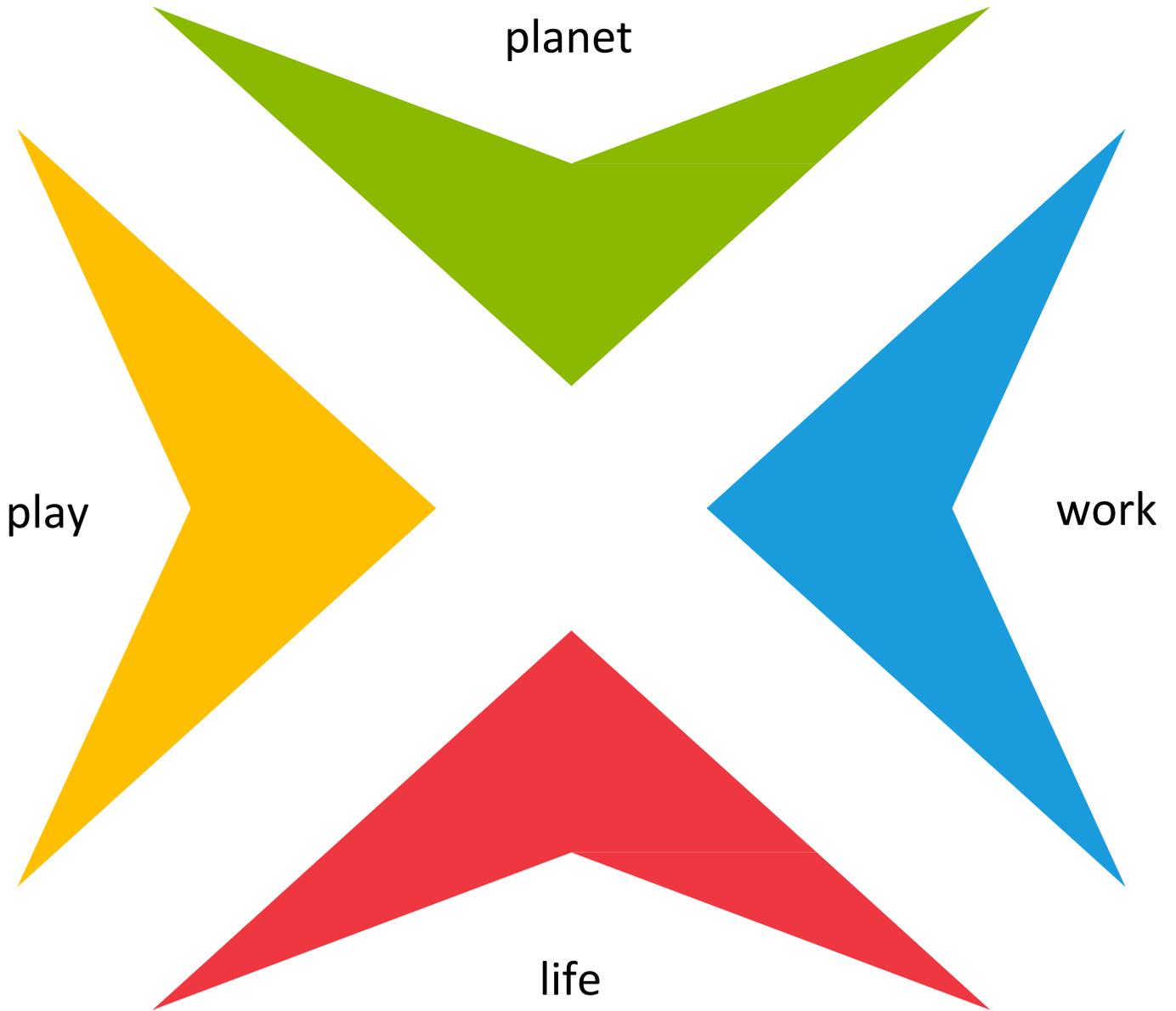
### **PlanX Mobility Solutions Inc.**

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North Vancouver BC V7L 0E6

1-866-77-PLANX (75269)

Hello@planx.co



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# About Collaborative, Experienced Partners

Plan X is a Vancouver-based mobility company focused on forging a strong, cooperative partnership with the City of Seattle to enhance local economies, communities and the environment.

We aim to accomplish this through focus on four key areas and the balance between them:

**Work.** Creating local jobs and integrating smoothly with existing transportation options to get people to / from their places of work as efficiently and happily as possible.

**Life.** Liberating mobility, while shrinking its physical and environmental footprint, to allow residents and tourists to explore and contribute to local businesses, communities and economies.

**Play.** Improving access and willingness to travel to recreation, fitness and other community services for a healthier, happier population.

**Planet.** Reducing local carbon emissions and transportation congestion for a more livable city and planet.

# Why Micromobility?



The City of Seattle's Transportation Plan is a long-term strategic vision for the cities that will help guide transportation and land use decisions, and public investments for the years ahead. At the heart of the plan are three main goals:

**Goal 1: Economy**

**Goal 2: Community**

**Goal 3: Environment**

Micromobility solutions can help the City of Seattle achieve its Vision.

# Why Micromobility?



## Goal 1: Economy

- Plan X will provide local jobs, with profits reinvested locally. We care and collaborate with the local community and business associations.
- Our services will make it easier for households to go car-lite or car-free, resulting in more money that can be spent on housing or in the local economy.
- We are focused on reducing transportation barriers, helping to foster a quality of life that retains and attracts businesses and employees while enhancing the City's global image as one of the best places in the world to live, work and play.
- Dockless e-Scooters have shown a strong capacity to reduce 'transit deserts' and improve equitable access to transit.<sup>1,2,3,4</sup>

<sup>1</sup> <https://wginc.com/beyond-transit-deserts-using-public-data-to-inform-dockless-scooter-deployment-and-reduce-the-access-barrier/>

<sup>2</sup> <https://usa.streetsblog.org/2019/08/20/scooters-quenching-thirst-in-chicagos-transit-deserts/>

<sup>3</sup> <http://www.li.me/hubfs/Lime%20NYC%20Transit%20Equity%20Report.pdf>

<sup>4</sup> <http://plus.usgbc.org/solving-for-the-first-last-mile-micro-mobility-looks-to-bridge-city-transportation-gaps/>

# Why Micromobility?



## Goal 2: Community

- Plan X cares about being good corporate citizens, addressing challenges as they come up, connecting people with their local community, and becoming a part of a larger transportation ecosystem.
- Plan X will offer localized, personal safety training for all of our riders and strongly incentivize its frequent travelers by shipping free helmets.
- By focusing on first mile / last mile solutions, Plan X will help the city create seamless transportation options with convenient and affordable multi-modal journeys, improving social equity and access to jobs and services.

# Why Micromobility?



## Goal 3: Environment

- The City's beautiful scenery deserves a transportation service that can realistically begin to take some space back from cars, lower cost/mile transportation by 75% over car sharing or personal vehicles and reduce carbon emissions by 98%.<sup>5</sup>
- Plan X transportation services will help the City remain resilient in the face of climate change and rising fuel prices, helping residents and local businesses thrive in a post-carbon era.

<sup>5</sup> <https://medium.com/micromobility/the-bull-case-for-micromobility-15c43ebf7381>

# Why Plan X?

## **Scooters are scooters.**

It's **Our Team** you'll be pleased to work with.

In cities with existing e-scooter programs, City staff have most appreciated working with teams that are **experienced** and committed to **providing local staff**.



## **Omid Badali**

**CEO, Founder**

A North Vancouver resident, Omid is the CEO and Founder of Plan X. Prior to starting the company, Omid was CEO of a global mobile phone import / export business and Business Development Manager for a major home appliance retailer. Omid holds an Industrial Engineering degree from Azad University and speaks three languages, including English, German and Persian.



## **Sandra Phillips**

**Advisory Board Member**

**Shared Mobility Operations**

Sandra Phillips is CEO and founder of Vancouver-based movmi Transportation Services, which has launched shared and micro-mobility systems, including car, bike and scooter-sharing services, in more than 10 cities around the world. Before starting her company in 2014, Ms. Phillips held senior management and executive roles with BMW and car2go. She is a certified project management professional, holds a Master of Arts from the University of Zurich and a business administration diploma from KV Lenzburg-Reinach.



## **Dr. Mohamed Zaki**

**Advisory Board Member  
Safety and Smart Mobility**

Mohamed is an assistant professor of transportation engineering at the University of Central Florida. Before joining UCF, Dr. Zaki was a Vancouver resident and research associate at the Bureau of Intelligent Transportation Systems and Freight Security at the University of British Columbia. Dr. Zaki's multidisciplinary research focuses on solving tomorrow's smart cities problems; from computing and information to its facilities infrastructure. Dr. Zaki's studies road safety and road-users' behavior through the automated analysis of traffic data.

## **Local Staff Responsibilities**

Every city in which we operate will have the following responsibilities fulfilled, establishing a local, knowledgeable presence to collaborate with City staff.

**Regional General Manager**

**Community Affairs Manager**

**Fleet Operations Manager**



## Our Vehicle



### Features:

- Pneumatic or airless tires of at least 9.5-inch
- Head and Taillights
- 15 mph top speed
- 50km +/- km Range
- 20% Hill Grade
- IP66 Water Resistant
- 6H Fast Charging
- Wide 7-Inch Platform
- Dual Braking System
- Dashboard with Speedometer
- Hydraulic or Spring Suspensions
- Aluminum Frame Body

# Safety **First. Last. And always.**

We are committed to Vision Zero, reducing accidents to zero fatalities. To help achieve this goal, community observations and user complaints can be logged throughout the operating hours by phone at 1-866-77-PLANX (75269) or 24 hours a day, 7 days a week via email at support@planx.co.

Emergency complaints can be received 24 hours a day, 7 days a week via support@planx.co or by phone during operating hours at 1-866-77-PLANX (75269). These complaints will be addressed within 120-minutes during operating hours.

Our further commitments to safety and recommended guidelines:

- **Free helmets** to be made available to frequent riders.
- **Promote and enforce riding only in permitted areas, as per Municipality by-laws**
  - Respecting and enforcing geofences will ensure rider and pedestrian safety.
  - We will work in collaboration with Municipalities to evolve best practices should any issues arise.
- **Education at key locations**
  - Respectful riding still needs to be taught and reinforced at key locations.
- **Speed Limits and Speed Zones**
  - Speed to be limited to a maximum of 15 mph.
  - Lower speed limits could be set for high pedestrian shared spaces, if any.
    - Scooter can be gradually slowed to new lower speed limit.
  - Speed zones are set in collaboration with the City of Seattle program manager
- **Zone Based Virtual Geofences**
  - Where known safety hazards exist, prohibited zones can be established.
  - Upon crossing into a prohibited zone, scooter could be gradually slowed to a lower speed.

- **Parking Safety**
  - Implementing designated parking zones in high demand parking areas.
  - They will be installed based on transportation analysis initially and later updated in collaboration with the City of Seattle program manager
  - Administration will work with the City and Business Associations on the exact locations of the designated parking areas and will have the zones installed prior to the deployment of e-Scooters.
  - Designated parking areas will be marked on the sidewalk or in former curbside microstalls if permitted.
  - Operators will need the capability to create virtual parking zones and clear space marking around these microstalls and provide incentives for users to park in them.
  
- **Operator safety recommendations**
  - No drugs or alcohol permitted when operating an e-scooter
  - Must be age 16 or older
  - Bicycle helmet required for those under age 18
  - Riders must stand at all times
  - No passengers allowed
  - No cargo may be carried
  - No baskets
  - Not for commercial use
  
- **Vehicle safety recommendations**
  - Must be electric
  - No pedals or seat allowed
  - Must have horn or bell
  - Must have front and back light
  - Must have 2 wheels and brakes
  - Maximum wheel diameter 17 inches
  - Maximum weight 45 kg
  - Maximum power output 500W that can provide a maximum speed of 15 mph
  - Must be parked in municipally approved parking area(s)

# Data & Reporting



Ridership information will be collected in the mobility data specification (MDS) format.

The data provides information on where and when a trip starts, ends, and the route it took to get there.

The data will be anonymized and does not include revenue numbers.

Progress reports will be delivered monthly to the City of Seattle program manager, which will include an accurate report of our VMT. Our fleet team will use dedicated rebalancing vehicles and will record and report the odometer readings, which will be used to determine VMT **(D1)**



# Data Format, Storage and Sharing



## Data Storage

In compliance with Canadian and Provincial Privacy Laws, plus The Personal Information Protection and Electronic Documents Act, we will ensure all ride and user data is stored for the specified period.

## Data Validation

We will provide validation of our data completeness and report timing compliance with the City, using either an agreed upon partner or internal resources.

## Data Security

To assure the City that all consumer ride and payment data are secure, validating that our internal controls are designed effectively and operating as intended, we will engage a third party to perform a periodic data security audit. Exact timing to be determined.



# Payments



## Pricing Structure

Plan X scooters will be \$1 to unlock an electric scooter, plus 29 cents per minute of riding. All prices net any applicable local and national taxes. There are no additional sign-up fees.

We will offer a low-income plan that will provide a 50% off to the unlocking fee and the regular riding rates. We will partner with and sponsor at least one local organization to help us inform people with disabilities, people experiencing homelessness or housing insecurities, LGBTQ people, women and girls, youth and seniors about our low-income plan **(O13)**

To enroll in Plan X's low-income plan, users simply have to email proof of enrollment in their local Social Income Pass program along with their full name and phone number [hello@planx.co](mailto:hello@planx.co). Approval will take between two to three days.

In addition, Plan X will offer the following promotional prices for its daily, weekly and monthly plans at the time of launch. A daily pass of \$10 which provides our riders with up to 5 free 30-minute rides within 1 day. A weekly pass of \$20 and a monthly pass of \$50. Each of the weekly and monthly plans will provide our riders with up to 2 free 30-minute rides per day. All prices USD net tax and are subject to change.

## Payment System

Payments can be made by credit cards. We will use recognized and reliable international payment gateway service providers.

Users who do not have bank account, smartphone or charge cards are able to purchase deposit money into their account by mailing a check to Plan X, and redeeming their credit by contacting Plan X who will unlock a scooter for them remotely. **(O7)**

## Payment Security

We will use a third party to periodically audit our compliance with the Payment Card Data Security Standard.

# User Fines



## **Riding on Sidewalks and Other Geofenced Zones**

We take this issue very seriously and will work in collaboration with Municipalities to establish a detection and enforcement plan.

## **Parking**

If a user does not properly park a vehicle, they may be fined up to \$20 for each infraction. Scooters are to be parked within the furniture zone, not blocking walkways, crosswalks, transit stops, driveways, service ramps or on private property. Scooters must also be parked upright. A user provides proof of proper parking by taking a picture of the parked scooter when ending their ride.

## **Damage**

If the user damages the scooter (accidentally or intentionally), or fails to properly return it and damage occurs, they may be responsible for the associated costs. The amounts are determined based upon the costs of repair or replacement of the relevant Product. The same charges will apply for any Product not returned within 48 hours of a rental completion, which we consider lost or stolen and, depending on the circumstances, we may need to file a police report against the user. We also reserve the right to take any action against the user that the law allows, including holding the user liable for the value of the Product.

## **Disputes**

If the user disagrees with any charge, they may contact us at [support@Planx.co](mailto:support@Planx.co) to dispute the charge.

# System Planning and Design



## Proposed Fleet Size and Service Area

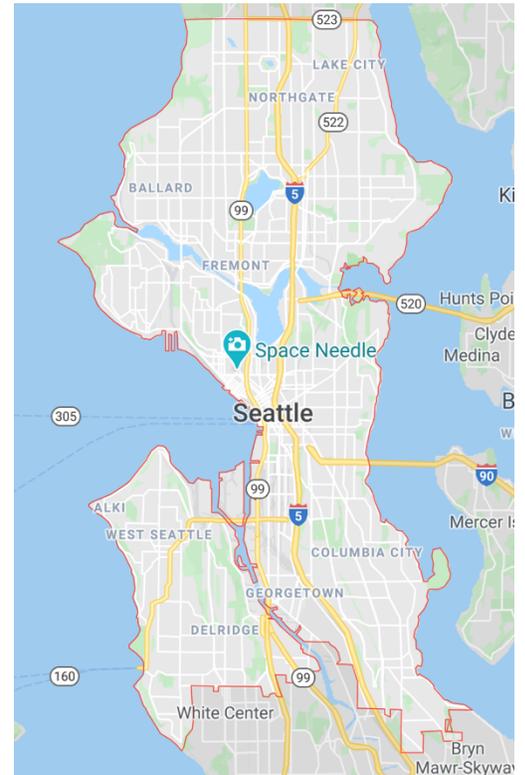
Plan X is planning to service the entire City of Seattle, including West Seattle.

## Fleet Rebalancing Plan

To be presented in a separate file.

Daily rebalancing, maintenance and repairs (to ensure operable scooter availability in all areas of operation) will be handled by our fleet operations and monitored via the Plan X app.

Rebalancing triggers to be developed with the city to ensure service accessibility.



# Appendix

# Device Technical Specifications (ES1.1)



## 1 Motors

Our scooter motors are:

- a) electric,
- b) have continuous power output ratings that in total do not exceed 500 watts, and
- c) are equipped with a speed regulator that does not allow the scooter to be propelled at a speed greater than 15 mph on level ground.

## Wheels

2

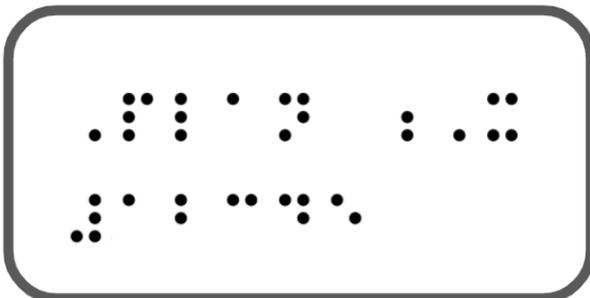
- a) The wheels of our scooter are 10 inches in diameter, and
- b) Have only 2 wheels in contact with the ground.

## 3 Motor shut-off requirement

The motors of scooters turn off or disengage if:

- a) an accelerator controller is released, or
- b) a brake is applied.

Placement of Braille identifier (ES1.2, ES1.3)



## 4 Generators

Our scooters are not equipped with a generator, alternator or similar device powered by a combustion engine.

## 5 Brake performance requirement

The scooter braking system is capable of bringing the scooter, while being operated at a speed of 15 mph, to a full stop within 9m or less from the point at which the brakes were applied.



# Device Technical Specifications (cont.)



## 6 Drive system and equipment securement

The motor drive systems and all energy storage devices of our scooters are secured to prevent movement in any direction relative to the scooter while the scooter is operating.

## 7 Electrical terminals

All electrical terminals on our scooters are completely covered.

Other items that must be discussed include: the Speed regulator function, speedometer function.

## 8 On Device Signage (O10)

**Sanitize hands and wipe down device before and after riding**

**Wear a helmet, it's the law**

**Yield to pedestrians**

**Park responsibly**



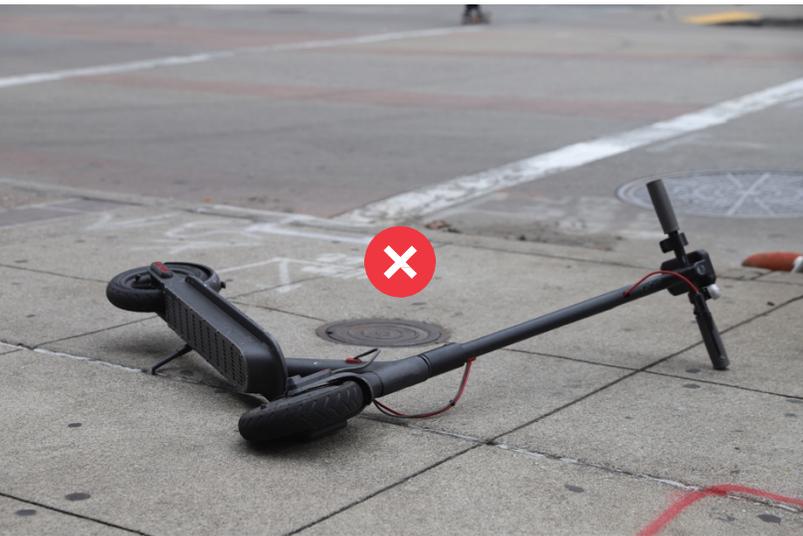
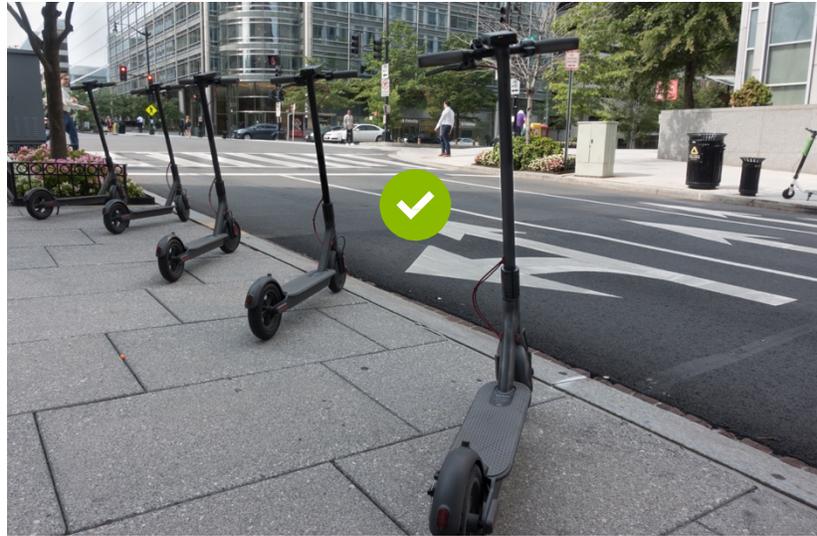
# Parking

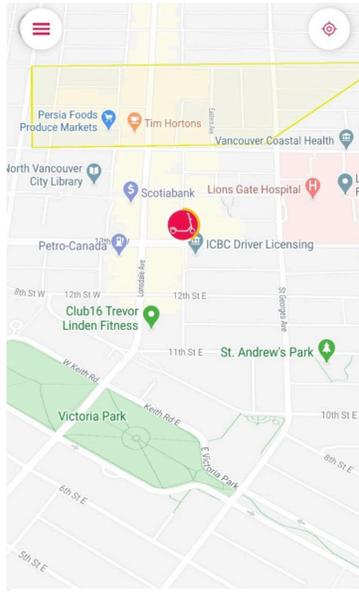


Scooters will be parked within the furniture zone, not blocking walkways, crosswalks, transit stops, driveways, service ramps or on private property. Scooters must also be parked upright. **(P1)**

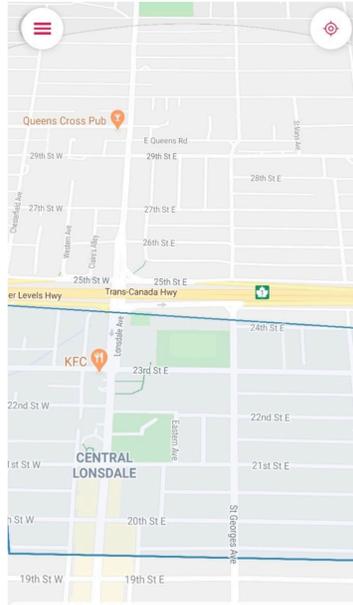
Additionally, we will work with the City to establish designated riding and parking areas, using geo-fencing technology to not allow riding or for a ride to end in blackout riding or parking zones.

Plan X scooters are equipped with double kickstand which them less likely to fall over. In addition, the fleet team sweep the streets daily and will repark any improperly parked scooters. **(P3)**

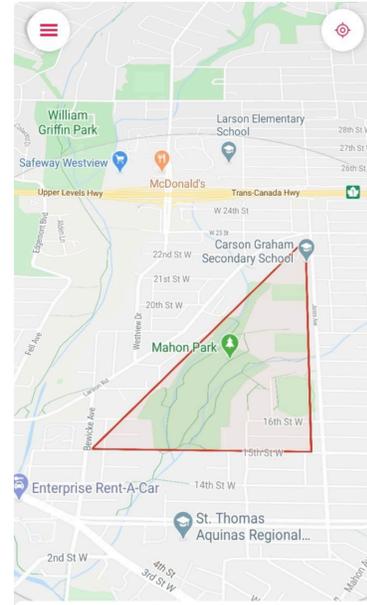




PlanX Plan  
 Low Speed Zone - Your speed will be reduced to 8mph in this area



PlanX Plan  
 No Parking Zone - You will be charged \$50



PlanX Plan  
 Restricted Area - You will be fined according to local Bylaws

Plan X will work with the City of Seattle and will use its geofencing technology to reduce the speed limit in Low Speed Zones, discourage riders to end their rides within No Parking Zones and prevent riders from riding in and ending their rides in Restricted areas. **(P2)**

In addition, users are asked to take a photo of their scooters at the end of each ride. Plan X will review trip-end photos and contact users who do not park their scooters correctly at the end of their rides. Repeat offenders will have their accounts suspended, until they complete a safety quiz. **(P5)**

Plan X will limit user's speed to 8 mph on their first ride. **(O9)**

# Safety and Education Program (O8)

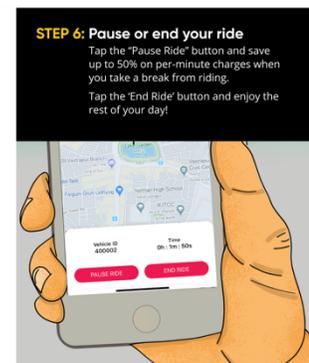
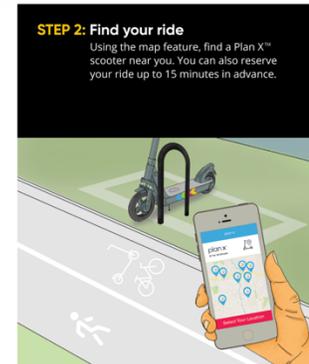
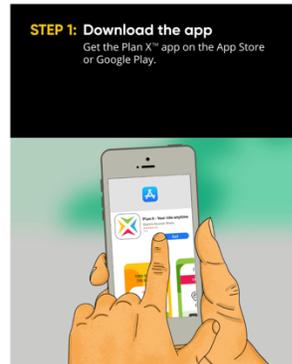
Plan X will deliver safety education sessions online via our website and in-person at select locations easily accessible by transit. Users will be able to book semi-private safety lessons on our website at their preferred location and date. While these techniques have not proven to increase helmet usage in scooter riders<sup>6</sup>, we still consider them valuable opportunity to educate the public and raise awareness of safety precautions.

In addition to the above, we will waive or refund first-time rider unlocking fees if they submit an image of them wearing a helmet with our scooter clearly visible through our app before embarking on their ride. The credit will be applied back to their account once we have verified helmet usage in the picture. The feature can be operationalized in much the same way we monitor proper parking of our scooters.

For frequent riders, we will send each an offer for a free helmet via email or text.

In addition, Plan X will review trip-end photos and contact users who do not park their scooters correctly at the end of their rides.

All education material will be translated in all Tier-1 languages **(O14)**



<sup>6</sup> <https://www.theverge.com/2019/11/19/20972447/bird-free-scooter-rides-selfie-wearing-helmet>

# System Operations



## The Plan X Fleet Team (P4)

We offer a unique fleet maintenance and repair program. Using swappable battery e-Scooters will ensure the entirety of the scooter fleet is available to the community at all times. The Plan X Fleet Team will follow these procedures where the scooter is located, as opposed to rebalancing scooters to charging and repair stations:

- Swap batteries
- Inspect scooters and perform necessary field repairs and adjustment
- Remove damaged scooters that require repairs that cannot be implemented on location
- Rebalance, if required

The Plan X Fleet Team program will reduce the number of fleet vehicles typically required to relocate scooters to be charged, resulting in a more efficient, sustainable, and environmentally friendly process with no reduction in service to the community.

In addition, and in response to COVID-19, our fleet team will disinfect all scooters as they complete the above-mentioned activities. **(O16)**

## Operating Hours and Storage

Operating hours of our scooters are proposed to be 24/7 during the operating season, as determined by the municipality.

## Fleet Rebalancing Plan

Daily rebalancing to ensure scooter availability in all areas of operation will be handled by our operations fleet and monitored via the Plan X app. Rebalancing triggers to be developed with the city to ensure service accessibility.

## Helmet Plan

Helmets will be provided free of charge via our helmet distribution office for high frequency riders.

Additionally, we will hand our free helmets at pop-up community safety events (min 1 per month during operating season) in high scooter usage areas. Also, we will provide a user's first unlocking free of charge if they submit a picture of them wearing a helmet with our scooter clearly visible prior to embarking on their first ride.

## Parking Incentives and Penalties

If a user does not properly park a vehicle, they may be fined up to \$20 for each infraction. Scooters are to be parked within the furniture zone, not blocking walkways, crosswalks, transit stops, driveways, service ramps or on private property. Scooters must also be parked upright.

## **Fleet Size & Service Area (O2, O15)**

We propose an initial deployment of 350 scooters, servicing the entire City of Seattle, including West Seattle. We propose gradually increasing our fleet size until we hit a maximum of 1,000 scooters by May 2021. We aim at maintaining at least 10% of our fleet within the equity areas. If ridership in equity areas remains below 5% of total rides, we will increase our fleet size in equity areas until we hit a minimum of 5% of total rides.

## **Safety Checks**

Safety checks will be performed by trained staff that will remove, inspect, repair (if necessary) and recharge/change battery the vehicles as required.

## **Responding to Reports (O3, O4, O5)**

In addition to the City of Seattle's Find-it-Fix-it app, residents and users may contact our team via email at [support@planx.co](mailto:support@planx.co) or by phone at 1-866-77-PLANX (75269). Plan X's complete contact information is included on the cover page for both users and city use. In addition, our Regional General Manager's contact information will be provided to the City to contact at any time.

Obstructions will be addressed by our fleet team within 120-minutes of notification.

If a device is faulty or equipment appears to be missing or damaged, a user can make note of the issue in our app, in which case the scooter will be removed from public rental inventory immediately and our fleet operations team will be notified. They will remove the scooter from the street as soon as possible for evaluation.

If a device is improperly parked, a fine of up to \$20 will be issued to the user. If a member of the public contacts us regarding the improperly parked scooter, we have our Logistics Partner correct the issue as soon as possible.

(D2)

# Rental Agreement, Waiver of Liability and Release

**Effective as of August 1, 2020**

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

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

The services provided by PlanX include, among other things: (1) PlanX mobile application ("PlanX App") and related website; (2) PlanX Electric Vehicles ("Vehicle" or "Vehicles"); and (3) all other related equipment, personnel, services, applications, websites, and information provided or made available by PlanX (collectively, the "PlanX Services").

In addition to the Terms and Conditions of Use, located at [www.planx.co](http://www.planx.co), You expressly agreed to when you signed up for PlanX, You should CAREFULLY READ all terms and conditions before entering into this Agreement. Here is a partial list of some of the terms that PlanX wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

- **THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW.**
- You must end your ride on the PlanX App at the conclusion of the ride. If you fail to do so, You will continue to be charged. The maximum charge for a single trip under such circumstances is \$100.00 for 24 hours. For more details, please refer to Section 2.3 below.

- Upon conclusion of Your ride, the Vehicle must not be parked at a prohibited parking spot, i.e. unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space.
- All applicable laws, bylaws and regulations (including, without limitation, those applicable to traffic, pedestrians, parking, charging and electric Vehicles) must be obeyed, including any helmet laws in Your area.
- You must promptly report any damaged or malfunctioning Vehicles to PlanX via the PlanX App or e-mail.
- Unless otherwise expressly provided for herein, all references to amounts payable shall be in the currency of the United States of America.

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

## **1. GENERAL RENTAL AND USE OF VEHICLE.**

**1.1 Rider is Sole User.** PlanX and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Vehicle from the location, the Vehicle must be used only by You. You must not allow others to use a Vehicle that You have activated from the location.

**1.2 Rider is At Least Age of Majority.** Rider represents and certifies that Rider is at least the age of majority in British Columbia, being 19 years old.

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

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

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

**1.6 Operating Area.** Rider agrees not to use, operate, and/or ride the Vehicle in any no-ride zone and further agrees not to transport the Vehicle outside of permitted service areas.

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

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

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

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

**1.10 Weight and Cargo Limits.** You must not exceed the maximum weight limit for the Vehicle (220 pounds unless otherwise indicated).

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

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

**YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT.**

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

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

**1.13 Rider Responsibility for Vehicle Use and Damage.** Rider agrees to return the Vehicle to PlanX in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.

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

- The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).

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

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

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

**1.16 Mobile Device Requirements and Active Internet Connection.** Unless otherwise instructed by PlanX in writing, to activate PlanX Services with the PlanX App, You must use a smartphone or any other (mobile) device that meets the technical requirements for and is compatible with the PlanX App. Certain functions of the PlanX App, such as the possibility to register with PlanX, to unlock, rent and end the rental of the Vehicle require that the PlanX App has an active network connection. You are responsible for the availability and costs of Your mobile data communication services. You are also responsible for ensuring that Your mobile device has adequate battery capacity. PlanX shall not be responsible if You are unable to unlock, use or end the ride of the Vehicle as a result of lost or interrupted network connection, mobile device malfunction, or depleted battery. You shall remain responsible for and PlanX may charge You all costs (including rental fees) incurred until the ride is ended.

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

**2.1 Fees.** Rider may use the Vehicle in accordance with the pricing described in the PlanX App and the Terms and Conditions of Use, located at [www.planx.co](http://www.planx.co), which may include a ride start fee, fees based on distance or time (with time rounded up to the nearest minute), and/or a required minimum fee. Pricing is subject to change. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by PlanX. PlanX will charge the Rider (through credit, or debit card or through another agreed payment method) the amount of the fees as described in this Agreement, including any recurring payment you choose. Payment of fees provided for in Section 2.1 and 2.5 shall be made in the national currency of the local jurisdiction of the User.

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

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

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

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

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

**2.4 Valid Payment Method.** To be registered to use the PlanX Services, Rider must provide PlanX with a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Rider represents and warrants to PlanX that Rider is authorized to use any credit, debit or prepaid card or other payment method information Rider furnishes to PlanX. By providing your payment method, You agree that PlanX is authorized to charge You for your ride and any other fees incurred by Rider under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

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

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

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

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

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

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

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

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

**3.2 Lost or Stolen Vehicle.** A Vehicle may be deemed lost or stolen if: (a) the Vehicle is not returned within 24 consecutive hours; (b) the Vehicle's GPS unit is disabled; (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends; (d) the Vehicle moves more than thirty feet after a rental has ended and PlanX believes such movement was not caused by another Rider or authorized third party; or (e) other facts and circumstances that suggest to PlanX in its reasonable, good faith determination that a Vehicle has been lost or stolen. PlanX and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to PlanX in its reasonable, good faith determination. If PlanX deems a Vehicle lost or stolen, PlanX shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining compensation and other appropriate remedies and damages and filing a police report with local authorities. Rider agrees the data generated by PlanX's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to PlanX immediately or as soon as possible.

**3.3 Helmets; Safety.** PlanX recommends that all Riders wear a helmet that meets safety standards under the

laws of British Columbia that has been properly sized, fitted and fastened according to the manufacturer's instructions. **PlanX and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the PlanX Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear.** Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

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

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

#### **4. TERMINATION.**

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

#### **5. CONFIDENTIALITY OF INFORMATION; PRIVACY POLICIES.**

You understand and agree that all personal information that is held by PlanX and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by PlanX in accordance with its privacy policy located at <https://planx.co/privacy-policy/>

## **6. LICENSE TO IMAGE AND LIKENESS.**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to PlanX and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the PlanX Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to PlanX and its affiliates, successors, and assigns: (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the PlanX Services, at any time and from time to time; (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings; and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as PlanX may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) **waive, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.**

## **7. NOTICE.**

PlanX may be contacted by emailing [support@planx.co](mailto:support@planx.co) or by mail at 700 – 555 Burrard Street, Vancouver, BC, V7X 1M8, Canada.

## **8. CHOICE OF LAW; DISPUTE RESOLUTION.**

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the province of British Columbia. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable legal fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the province of British Columbia and agrees that those courts have personal jurisdiction over each party; and (iii) venue must be in Vancouver, British

Columbia, Canada.

## 9. BINDING ARBITRATION AND CLASS ACTION WAIVER

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

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

### 9.2 Binding Arbitration

If the parties do not reach an agreed upon solution through the support or negotiation process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration in accordance with the provisions of the *Arbitration Act* (British Columbia) and the Rules of the British Columbia International Commercial Arbitration Centre, and any amendments thereto.

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

**9.3 Location.** The arbitration will take place in Vancouver, British Columbia, Canada, or a mutually agreed upon location.

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

MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

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

#### **9.6 Changes to this Section**

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

For any dispute not subject to arbitration, you and PlanX agree to submit to the personal and exclusive jurisdiction of and venue of the courts located in Vancouver, British Columbia, Canada. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

#### **10. WAIVER AND SEVERABILITY.**

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

#### **11. CUMULATIVE REMEDIES.**

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

## **12. FINAL AGREEMENT; MODIFICATION BY PLANX.**

This Agreement together with all of the referenced rules and the Terms and Conditions of Use, which are incorporated into and form an integral part of this Agreement, contain the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, PlanX may unilaterally amend, modify, or change this Agreement, in its sole discretion. By continuing to use any of the PlanX Services after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, PlanX will post a notification on PlanX's website. The pricing set forth on the website or PlanX App supersedes all pricing set forth in this Agreement.

## **13. CONTRACT INTERPRETATION.**

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

## **14. VOLUNTARY EXECUTION OF THIS AGREEMENT.**

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

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

**In exchange for Rider being allowed to use PlanX Services, Vehicles, and other equipment or related information provided by PlanX, Rider agrees to fully release, indemnify, and hold harmless PlanX and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) in which Rider utilizes PlanX Services, and every property owner or operator with whom PlanX has contracted to operate PlanX Services and all of such parties' owners, managers, affiliates, employees, contractors, officers,**

directors, shareholders, agents, representatives, successors, and assigns (collectively, the “Released Persons”) from liability for all “Claims” arising out of or in any way related to Rider’s use of the PlanX Services, Vehicles, or related equipment, including, but not limited to, those Claims based on Released Persons’ alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons’ gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

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

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

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

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

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

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

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

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

**I certify that I am the Rider, I am 19 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.**

# Privacy Policy

Effective as of June 17, 2020

PlanX Mobility Solutions (“us”, “our”, or “we”) values the privacy of each person, customer, visitor, user, client, or consumer (collectively, a “User” or the “Users”) of our services through any and all of our in-person, online, desktop, mobile and other platforms (collectively, the “Site”). We think it is important for you to understand when and why we collect personally identifiable information for any person, company or legal entity (collectively, “Personal Information”) and how we may use it. Please take a moment to familiarize yourself with our privacy practices and let us know if you have any questions.

## 1. APPLICATION OF THIS PRIVACY POLICY

This privacy policy (this “Privacy Policy”) outlines the types of Personal Information that you may provide to us on any Site or via the services controlled by us, which services are:

- our websites that link to this Privacy Policy, including any versions optimized for viewing on a mobile device;
- our mobile applications;
- our vehicles; and
- the features and services available through any of the above-referenced websites, applications and vehicles;

(collectively, the “Services”).

This Privacy Policy does not apply to websites and applications that do not link to this Privacy Policy or to third party websites and applications to which our Sites or the Services may link. Your use of our Sites or the Services is subject to this Privacy Policy and the applicable terms and conditions (capitalized terms set forth but not otherwise defined herein have the meanings ascribed thereto in our terms and conditions). <https://planx.co/terms-of-service/>

## 2. DEFINITION OF "PERSONAL INFORMATION"

"Personal Information" means the whole, or any part of, such information that identifies any User or could reasonably be used to identify such User and which is submitted to and/or collected by the Site, through the Services and/or is maintained by us in an accessible form, and includes information actively submitted by you and passively-collected information, as described below. Personal Information does not include information that is in the aggregate and from which you cannot reasonably be identified.

## 3. COLLECTION OF PERSONAL INFORMATION

Personal Information of Users, such as e-mail addresses, first and last name, home or other physical address or telephone number, payment information, and demographic information are known to us only when voluntarily submitted, for example, via registration, suggestions or participation in online or mobile interactive activities. For instance, you may submit your name, date of birth, postal address, e-mail address, credit card and billing details, and/or other information in order to receive information about various subjects, register for programs, register for the Services, participate in contests and promotions, contact customer service, respond to surveys, access to and use of the Sites, use of our vehicles, and submit payment details. We may combine the Personal Information and other information that we collect from various sources. Certain non-personal information of Users is recorded by the standard operation of internet servers. Information tracked includes the User's type of operating system (e.g., iOS, Android, Windows) and the type of browser (e.g., Internet Explorer, Chrome, Firefox, Safari). Like many other websites and mobile platforms, we make use of log files. The information inside the log files includes internet protocol ("IP") addresses, type of browser, internet service provider, date/time stamp, referring/exit pages and number of clicks to analyze trends, administer the site, track Users' movement around the Site and gather demographic information, IP addresses and other such information. In addition, certain Personal Information may be collected using various technologies, such as cookies, internet tags, and web beacons. As detailed more particularly below, the Site does use cookies to track User preferences. Further, we automatically collect and store location information from your device and from any of our vehicles you use. We collect and store the location information (e.g., city, Province or postal code where available) associated with the IP address of the device you use to access the Services, as well as, with your permission, your mobile device's location information using GPS or Bluetooth (you can change your location/Bluetooth settings for your mobile device; however, certain features may not be available through the application if you do so). Collectively, this information is primarily used to provide an enhanced experience for the Users. Other uses of this information include internal review of the number of Users of the Services or to the Site, but only in an aggregate and non-personally identifiable form.

#### **4. USE OF PERSONAL INFORMATION**

We use the Personal Information for a variety of purposes including to:

- verify your identity and personal background;
- process requests you make to use our Services;
- help understand the present and future transportation needs of our Users;
- determine your continued eligibility for our Services;
- communicate to you any benefit, feature, service, or other information about your membership and the Services;
- promote our related products or services, as well as the products or services of other third parties, which may be of interest to you;
- help us better manage our Services and your relationship with us;
- send, deliver, or display advertising to you via digital channels (including on-line and email) to the extent permitted by law; and
- fulfill any other purpose required or permitted by law.

We may communicate with you in various ways, including by telephone, email, your member account, or mail,

using the contact information you have provided. If we are communicating with you by phone, note that we may record calls for quality assurance.

Personal Information may be shared by us to "**authorized recipients**", but in all instances the information will be used only for the purposes enunciated in this Privacy Policy. Specifically, this information may be used: (1) to help us better understand a User's use of the Site or the Services; (2) to respond to specific requests from a User or a regulatory, statutory, or other legal agency, as required by law; (3) to provide notices to Users, such as marketing information and new service offerings; (4) to protect the security or integrity of the Site and the Services; (5) to process a membership application; (6) to verify or process your credit card payments; and (7) to administer legal and/or insurance claims. We may share information about you with regulators, government agencies, public bodies or other entities to the extent permitted by law. In addition, certain Personal Information may be submitted through online forms on the Site or for the Services.

After you have entered Personal Information into a form or data field on the Site, we may use certain identifying technologies to allow that website or application to "remember" your personal preferences, such as sections of the Site and for the Services that you use frequently. We may also use this Personal Information for other business purposes, such as to offer you the opportunity to receive notices regarding our services, to invite you to participate in surveys about our services or to notify you about special promotions. We retain Personal Information for as long as required to satisfy the purpose for which it is collected and used (for example, for the time necessary for us to provide you with customer service, answer queries, or resolve technical problems), unless a longer period is necessary for our legal obligations or to establish, protect, or defend legal claims.

## 5. CONSENT

Your knowledge and consent are required for the collection, use or disclosure of your Personal Information unless such consent is not required given the applicable law. **You are deemed to consent to the collection, use and disclosure of your Personal Information as set out in this Privacy Policy. This Privacy Policy forms part of your membership agreement for the Services.**

We may disclose your Personal Information without consent in certain circumstances including where:

- disclosure is in your interests but we cannot obtain your consent in a timely way;
- disclosure is necessary to collect a debt;
- disclosure is required by law.

You may withdraw your consent to the collection, use and disclosure of your Personal Information by contacting us at the below email address, subject to the applicable law.

## **6. CONSOLIDATION OF PERSONAL INFORMATION**

We may consolidate the Personal Information of individuals who use the Site and/or the Services. We use this information to help us better design the Site and the Services, to communicate information to you, to enhance our marketing and research activities, and to facilitate other business functions.

## **7. LIMITATIONS ON COLLECTION OF PERSONAL INFORMATION**

You may always limit the amount and type of actively-transmitted Personal Information that we receive about you by choosing not to enter any Personal Information into forms or data fields on the Site or for the Services. However, some Services may only be provided to you if you provide appropriate Personal Information. Other parts of the Site may ask whether you wish to opt out or opt in to contact lists for offers, promotions, and additional services that may be of interest to you. You may also be provided with preference questions or preference boxes allowing you to indicate that you do not want the Site to use tracking technologies, such as cookies, to "remember" your Personal Information, such as user IDs or mailing addresses, on return visits. However, if the Site uses tracking technologies to collect unidentifiable information, it will not generally provide you with the ability to opt out of the tracking technologies. Some internet browsers allow you to limit or disable the use of tracking technologies that collect passively-transmitted information. More detailed information about cookie management or other passive transmissions by specific web browsers can be found at the browser's respective websites.

## **8. TRANSMISSION OF PERSONAL INFORMATION TO THIRD PARTIES**

Unless otherwise disclosed during the collection, the Personal Information will not be sold, transferred or otherwise disclosed to anyone other than authorized recipients, except where disclosure is required by law. To the extent that any of the sites accessible through the Site have different practices, those different practices will be applicable at those sites. We are not responsible for the practices, policies or content applicable to these third party sites. Inclusion of a link to another site does not imply endorsement by us. To provide you with a more relevant and interesting experience, we may participate in behavioral-based advertising. This means that us and/or a third party may place a cookie on your browser, or use a web beacon, to collect information about your use of the Site so that us and/or a third party can provide advertising about products and services tailored to your interest (including, without limitation, services offered by us and our affiliates).

These third party ad servers or ad networks use technology to the advertisements and links that appear on the Site or during your use of the Services sent directly to your browser. They automatically receive your IP address when this occurs. Other technologies (such as cookies, JavaScript, or web beacons) may also be used by the third party ad networks to measure the effectiveness of their advertisements and/or to personalize the advertising content that you see. We have no access to or control over these cookies that are used by third party advertisers. You should consult the respective privacy policies of these third party ad servers for more detailed information on their practices as well as for instructions about how to opt-out of certain practices. This Privacy Policy does not apply to, and we cannot control the activities of, such other advertisers or websites. Finally, we reserve the right to disclose Personal Information to respond to authorized

information requests from government authorities, to address national security situations, or when otherwise required by law, in our sole discretion.

## **9. USE OF COOKIES**

When you view the Site or use the Services, we may temporarily store some information on your computer or device. This information will be in the form of "cookies" or other web beacons to store information about a User's preferences, to record User-specific information on which pages a visitor accesses or visits, and customize web page content based on a User's browser types or other information that a User sends via their browser or other means. Passive information collection technologies such as cookies can make your use of the Site and the Services easier by allowing us to provide better service, customize sites based on consumer preferences, compile statistics, analyze trends and otherwise administer and improve the Site and the Services. Certain features of the Site and the Services may not work without use of passive information collection technologies. They are not used to profile your activities or to gather unauthorized Personal Information. With most internet browsers, you can erase cookies from your computer or device hard drive, block all cookies, or receive a warning before cookies are stored. Please refer to your browser and device instructions, or help screen, to learn more about these functions.

## **10. SECURITY OF PERSONAL INFORMATION**

We protect your Personal Information by using safeguards that are appropriate to the sensitivity of such information. All of our employees are responsible for maintaining the confidentiality of the Personal Information to which they have access. We use comprehensive security controls to protect your Personal Information against unauthorized access, use, alteration, duplication, destruction, or disclosure. If we use third party contractors to assist us, we will use appropriate contractual measures with those third parties to ensure protection of your Personal Information. Your Personal Information may be disclosed to our partners and stored outside of Canada, in which case it may be subject to the laws of the jurisdiction in which it is held. Overall, we make an effort to ensure that Personal Information is protected while you are on the Site or using the Services. However, the confidentiality of Personal Information transmitted over the internet cannot be guaranteed. We urge you to exercise caution when transmitting Personal Information over the internet. We cannot guarantee that unauthorized third parties will not gain access to Personal Information; therefore, when submitting Personal Information to the Site or when applying for or using the Services, you must weigh both the benefits and the risks.

## **11. LINKS TO OTHER WEBSITES AND APPLICATIONS**

The Site may contain links to websites or applications operated by others. Each of those maintains its own policies about the collection, use and security of Personal Information. We are not responsible for the manner in which others use your Personal Information. Before providing Personal Information to any other website or application, you should read its privacy policy and its terms of use, and ensure they are acceptable to you. Notwithstanding any content on the Site indicative of the contrary, we make no endorsement of or representation about any such websites or applications, or any information, software or other products or materials found there, or any results that may be obtained from using them.

If you decide to access any website or application linked to in this Site or through the Services, you do so entirely at your own risk. We do not guarantee that you will receive an alert when you leave the Site, and it is

your responsibility to determine when you have left the Site. We recommend that you review any third party website or application's privacy policy before submitting any information. We assume no responsibility for and shall not be liable for the privacy, terms of use, or other policies of any third party website or application, any damage to or viruses that may infect your computer equipment, device, or other property, or for any loss or corruption of data resulting from any third party website or application navigated to or accessed from links hosted on or contained in the Site.

## **12. PERSONAL INFORMATION RELATED TO CHILDREN**

As a note for parents or legal guardians, consistent with the Office of the Privacy Commissioner of Canada, we are committed to protecting children's privacy on the internet. We do not intend to, or knowingly, collect, use or disclose Personal Information (including online contact information) of children under the age of majority, and we encourage parents or guardians to supervise their children's online activities and to consider using parental control tools available from online services and software manufacturers that help provide a kid-friendly online environment. These tools can also prevent children from disclosing their names, addresses, and other personal information without your permission. If we become aware of a child under the age of majority attempting to register on the Site or for the Services, we will not accept the registration. Once we become aware of a child under the age of majority providing Personal Information, we will attempt to delete that information. If your child has provided Personal Information, please contact us so that it can be deleted.

If you are under the age of majority, do not provide us with any Personal Information.

## **13. PRIVACY LEGISLATION**

Our collection, use, and dissemination of Personal Information is governed by, in part, British Columbia's *Personal Information Protection Act* and its regulations, the federal *Privacy Act*, the Office of the Privacy Commissioner of Canada, Canada's Anti-Spam Legislation, the *Telecommunications Act*, and all other relevant privacy legislation of the jurisdiction of the User, if and as applicable (all collectively, the "**Privacy Legislation**"). Where there is any ambiguity as to the terms under which we collect, use, and/or disseminate your Personal Information, or a term conflicts with the provisions of the Privacy Legislation, such ambiguity or conflict will be resolved by interpreting such term(s) so as to be compliant with the applicable Privacy Legislation.

## **14. ACCEPTANCE OF PRIVACY TERMS AND CONDITIONS**

Your access to and use of the Sites and the Services is subject to this Privacy Policy, the Privacy Legislation, and all other applicable laws. We reserve the right to, at any time, revise this Privacy Policy without prior notice to you, in order to reflect technological advancements, legal and regulatory changes, and good business practices. If we change our privacy practices, a new Privacy Policy will reflect those changes and the effective date of the revised Privacy Policy will be set forth in this Privacy Policy. You are bound by any such revisions and should therefore periodically visit this page to review the then-current privacy terms and conditions to which you are bound. **By accessing and browsing the Site and/or using the Services, you confirm that you understand, accept, and agree to, without limitation or qualification, the latest version of this Privacy Policy.**

If you have questions about the use, amendment, or deletion of Personal Information that you have provided to us, or if you would like to opt out of future communications from us, please contact us by clicking on the "Contact" link on our online Site or write to: [support@planx.co](mailto:support@planx.co). In all communications to us, please include the e-mail address used for registration (if applicable), the website address or application to which you provided Personal Information, and a detailed explanation of your request. If you would like to delete or amend your Personal Information and are contacting us by e-mail, please put "Deletion Request" or "Amendment Request", as applicable, in the subject line of the e-mail. We will do our best to respond to all reasonable requests in a timely manner.