

The SPIN logo is in a bold, black, sans-serif font. The background of the entire flyer is a photograph of two people riding electric scooters on a city street. The person in the foreground is wearing a green helmet and a dark jacket, riding a scooter with a red stripe. The person in the background is wearing a white jacket and a blue helmet, riding a scooter with orange accents. The street is lined with brick buildings and parked cars under a cloudy sky.

# SPIN



July 27, 2020

# Free-Floating Scooter Share Pilot Application



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**SPIN**

01

| Equipment & Safety -  
| Type 1 Scooter (Standing)



# 01 Equipment & Safety - Type 1 Scooter (Standing)

A-ES1.1 Attach all illustrative images and specifications described in Requirement ES1.2(c)

ES1.2(c)	Response
1. A description of the device and its components;	Made with high-quality materials and sturdily built, the Max Model is the latest and most up-to-date scooter the industry offers. Spin is determined to provide the latest technology to its users in order to ensure safety, durability, and convenience. Spin's scooters are manufactured by Segway Ninebot, and are certified for all applicable safety standards, including UL 2272 and ASTM F2641. Spin worked with a screw supplier to develop custom screws and screwdrivers that limit theft and vandalism. This process required development of new tools to make these screws and the drivers—parts that can only be purchased by Spin.
2. The overall dimensions of the device with all components intact;	The Max has the following dimensions: L45.94" x W18.62" x H46.02".
3. The device's weight with all components intact;	The Max's total weight with components is 46 pounds.
4. The diameter and width of each wheel and tire;	Front and back wheels have a diameter of 25.4cm and 5.715cm" in width.
5. The tire type (i.e. solid, pneumatic)	The Max's tires are pneumatic tires.
6. Type of suspension (if applicable);	N/A.
7. The type of brakes used on both the front and rear wheels;	The scooter has a dual brake system that are - front brakes are 80 drum brakes and rear brakes are an electronic brake.
8. Photos of brake levers and any areas with exposed brake lines/cable housing;	The Max has one armored sheath cover cable that runs from the brake lever in the top of the stem of the scooter. Please refer to <a href="#">page 8</a> for photo.
9. The distance between the centers of the front and rear wheels ("wheelbase");	The distance between the centers of the front and rear wheels is 35 inches.
10. The device's maximum load capacity;	The Max's maximum load capacity is 220 pounds.





11. The height of an upright device as measured from the ground to the topmost structural frame component that a rider must step over to mount the device (“standover height”);	The Max’s upright height from the ground is 6.25 inches.
12. Width of the floorboard (if applicable);	The Max’s platform is L40” x W6”.
13. Lighting (lamps) and reflector, as defined by Requirement ES2.;	The Max has a front LED headlight that is visible from 500 feet away with front and rear reflectors that can be visible up to 500 feet away.
14. Horn or bell	The Max has a rotary warning bell built in to the left handlebar.
15. The number of gears and the gear ratios (if applicable);	N/A.
16. The power source and recharge procedure (i.e. swappable) for all electrical components, including lamps, batteries, and location tracking unit;	The Max operates on a swappable UL 2271 & 2272 certified rechargeable 36v lithium battery that will run up to an average of 38 miles depending on road terrain. The Max also as a built-in GPS unit for location tracking.
17. The locking security system as detailed in Requirement ES2.6;	<p>The Max has the ability to have a lock-to mechanism installed as needed that uses wireless connectivity and an advanced integrated cable system to securely attach the scooter to fixed objects. The cable coils and clicks into the lock mechanism for safe storage while riding. Spin’s lock does not use combination codes or physical buttons, it is powered by the scooter’s battery, and has a theft-deterrent and tamper-resistant design.</p> <p>The lock-to mechanism allows users to lock their scooter to any compliant city-designated parking location. To unlock the device, users must scan the QR code located on the handlebar. Once the QR code is scanned, the lock will automatically release and the scooter becomes active and ready to ride.</p>
18. The location tracking technology (as defined within Requirement ES2.2), including transmission frequency, geographic accuracy, and margin of error;	The Max has a built-in GPS unit for location tracking and an onboard Internet-of-Things device that pings the scooter’s battery level, operating condition to Spin’s internal system every five seconds.
19. The motor wattage, maximum assisted speed, power source, operating range, and rider control mechanisms;	The Max’s rated power is 350 watts with a maximum power of 690 watts. Additionally, the Max has an operating range of 38 miles on a single charge depending on road terrain and has a throttle lever located on the right handlebar that is easily controlled with a flick of a finger.

20. The location of any cargo-carrying component or area and the maximum cargo load;	The Max does not have any cargo-carrying capacity.
21. Kickstand type;	The Max has a single kickstand located under the left side of the platform.
22. The proposed location of all information the Vendor is required to affix the device under Requirement ES3; and	Spin proposes all signage to be affixed on the stem and platform of the scooter.
23. Any unique specification related to safety or durability that the Vendor or Program Manager deems relevant.	All Spin scooters are equipped with custom screws and parts that are unique to Spin's tools to prevent tampering and theft. Contrary to most shared scooters, Spin's Max scooters have air in the tires, making a much softer and smoother experience for the rider. In addition to the certifications required, Spin's Max scooters are certified by KBA safety standards for braking and stability. KBA is the German transportation standards and certification organization, and has the most robust vehicle requirements of any market that Spin operates in.

The following pages outline all graphical illustrations of the requirements outlined in section ES1.2(c)

## A-ES1.2 Attach illustrated images of the placement of the information described in Requirement ES3.1-4.

### ES3.1 Contact Information

All required contact information along with Spin's logo will be affixed on the stem of the scooter. Please see [page 8](#) for a graphical illustration of our scooter and this information's location.

### ES3.2 City of Seattle Contact Information

Instructions on how the public can report device issues to the City will be affixed to a prominently visible location - the bottom of the stem.

Spin will work with the City to produce and affix the City-mandated sticker to our scooters.

### ES3.3 Rider On-Device Education.

Spin will provide City-required signage that includes: 1. Sanitize hands and wipe down device before and after riding; 2. Wear a helmet - it's the law; 3. Yield to pedestrians; and 4. Park responsibly.

Signage for these required messages will be affixed to the stem of the scooter.



### A-ES1.3 Attach illustrated images of the Braille Identifier described in Requirement ES3.4.

#### ES3.4 Braille Identifier

Spin has worked with blind and visually impaired nonprofits to not only design our braille stickers, but have also worked to ensure the stickers are placed on our scooters in a manner that is accessible to the blind and visually impaired community.

#### ES3.4 Other Information.

Spin will provide and affix the braille sticker containing any regulatory or approved language by SDOT to the stem of the scooter within 30 days of being awarded a permit to operate in Seattle.

The following page outlines all graphical illustrations to address all A-ES1.1-AES3.4 requirements. Please note all signage location is to be determined and finalized by the City's Program Manager.

### A-ES1.4 Will devices participate in Emergency Unlocking, as described in Requirement ES2.8? (Attach a description [ $\leq 250$ words] of the method for unlocking and providing devices free of charge.)

With provided email addresses or an organizational email domain, Spin has the ability to authorize select SDOT personnel and other city partners to unlock a device, move it a short distance, and relock it without charge through our public user app.





# Standing Scooter Specifications



QR Code  
Hand Brake  
Speedometer



Es3.1 - Spin Contact Information

Es3.2- City-Provided Decal

Es3.3 - User Education

Es3.4 - Braille Sticker

City-provided  
decal

Report 1.888.249.9698

spin.app

Spin Safe

Wear a helmet,  
it's the law



Sanitize hands  
and wipe down  
device before  
and after riding



Yield to  
Pedestrians



Park  
responsibly



To report improper parking,  
text or call:

1 (888)-249-9698

Throttle

Warning  
Bell

White Headlamp  
(Visible from 500  
feet away.)

Spin Logo

Internet-of-  
Things (IoT)

Unique  
Identification  
Number

40"x6" Platform  
Scooter Weight:  
46 lbs.

Scooter Weight  
Limit: 220 lbs.

High Quality Red  
Retro-Reflectors  
(Visible From  
a Distance of 600  
Feet)

25.4cm Wheels  
for Durability,  
Comfort and  
Safety

UL 2271 & 2272  
Certified Long-Range  
Battery

Rear Red Light (Visible  
From 500 Feet Away)



**SPIN**

02

| Equipment & Safety -  
Type 2 Scooter (Seated)





# 02 Equipment & Safety - Type 2 Scooter (Seated)

A-ES2.1 Attach all illustrative images and specifications described in Requirement ES1.2(c).

ES1.2(c)	Response
1. A description of the device and its components;	The Lynx, Spin's first-ever Type II - seated scooter, is not currently deployed in any of our launched markets but is set to make its debut in select cities this year. The seated scooter is designed to fill the need for longer trips (3 to 10 miles) where comfort is essential, or when users need to comfortably carry something like a bag of groceries. The Lynx is manufactured by Segway-Ninebot and provides the comfort of a seat for those longer trips while also lowering the rider's center of gravity, adding to the feeling of safety and security for users. The dual suspension and 14-inch anti-skid pneumatic tubeless tires provide shock absorption over rough pavement. The rear is equipped with a high capacity cargo basket.
2. The overall dimensions of the device with all components intact;	The Lynx has the following dimensions: L62.6" x W28.3" x H40".
3. The device's weight with all components intact;	The Lynx's total weight with components is 116 pounds.
4. The diameter and width of each wheel and tire;	Front and back wheels have a diameter of 35.56cm and 5.715cm in width.
5. The tire type (i.e. solid, pneumatic)	The Lynx has pneumatic tires.
6. Type of suspension (if applicable);	The Lynx has a front and seat suspension.
7. The type of brakes used on both the front and rear wheels;	The Lynx has a front e-brake system with hydraulic disc brake and rear drum brake.
8. Photos of brake levers and any areas with exposed brake lines/cable housing;	Please refer to <a href="#">page 14</a> for photo. There are no exposed brake cables on the Lynx.
9. The distance between the centers of the front and rear wheels ("wheelbase");	The distance between the centers of the front and rear wheels is 45 inches.
10. The device's maximum load capacity;	The Lynx maximum load capacity is 275 pounds.



11. The height of an upright device as measured from the ground to the topmost structural frame component that a rider must step over to mount the device (“standover height”);	The Lynx’s upright height from the ground is ~10.5 inches.
12. Width of the floorboard (if applicable);	N/A
13. Lighting (lamps) and reflector, as defined by Requirement ES2.;	The Lynx has a front 1100 lumens headlight, atmospheric LED status lights on the handlebar, and Front/rear reflectors, side reflectors, and reflective tire sidewall.
14. Horn or bell	The Lynx has a built-in horn located on the handle bar.
15. The number of gears and the gear ratios (if applicable);	One gear.
16. The power source and recharge procedure (i.e. swappable) for all electrical components, including lamps, batteries, and location tracking unit;	The Lynx operates on a UL2271 Certified extended range swappable battery.
17. The locking security system as detailed in Requirement ES2.6;	The Lynx has cable lock-to capability.
18. The location tracking technology (as defined within Requirement ES2.2), including transmission frequency, geographic accuracy, and margin of error;	The Lynx has a built-in GPS unit controlled and monitored by Spin. Accuracy is +/- 2.5m.
19. The motor wattage, maximum assisted speed, power source, operating range, and rider control mechanisms;	The Lynx has a 400W brushless DC hub motor rated power is 350 watts with a maximum power of 690 watts. Additionally, the Lynx has an operating range of 62 miles on a single charge depending on road terrain.
20. The location of any cargo-carrying component or area and the maximum cargo load;	The Lynx has a high capacity cargo basket located behind the seat.
21. Kickstand type;	The Lynx has a protection sensor kickstand.
22. The proposed location of all information the Vendor is required to affix the device under Requirement ES3; and	Spin proposes all signage to be affixed on the back part of the neck of the seated scooter.

<p><b>23. Any unique specification related to safety or durability that the Vendor or Program Manager deems relevant.</b></p>	<p>There are numerous safety features of the seated scooter that Spin is excited to showcase in Seattle.</p> <ul style="list-style-type: none"> <li>• First, just like our standing scooters, all Spin seated scooters have custom screws and parts that are unique to Spin's tools to prevent tampering and theft.</li> <li>• With the proper maintenance that Spin can ensure with our W-2 operations, the seated scooter is expected to operate for 12,000 miles.</li> <li>• The seated scooter has a kickstand sensor that will not enable power until the kickstand is moved up.</li> <li>• Spin's seated scooter has a seat load sensor that can detect if the user is seated properly and disable the power if the user is not.</li> <li>• Lastly, Spin's seated scooter has a double-suspension system that offers a premium riding experience. This includes a hydraulic fork suspension for the front and a rear coil over spring suspension.</li> </ul>
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The following page outlines all graphical illustrations of the requirements outlined in section ES1.2(c)

## A-ES1.2 Attach illustrated images of the placement of the information described in Requirement ES3.1-4.

### ES3.1 Contact Information

All required contact information along with Spin's logo will be affixed on the stem of the scooter.

### ES3.2 City of Seattle Contact Information

Instructions on how the public can report device issues to the City will be affixed to a prominently visible location - the bottom of the stem.

Spin will work with the City to produce and affix the City-mandated sticker to our scooters.

### ES3.3 Rider On-Device Education.

Spin will provide City-required signage that includes: 1. Sanitize hands and wipe down device before and after riding; 2. Wear a helmet - it's the law; 3. Yield to pedestrians; and 4. Park responsibly.

Signage for these required messages will be affixed to the stem of the scooter.



### A-ES1.3 Attach illustrated images of the Braille Identifier described in Requirement ES3.4.

#### ES3.4 Braille Identifier

Spin has worked with blind and visually impaired nonprofits to not only design our braille stickers, but also worked to ensure the stickers are placed on our scooters in a manner that is accessible to the blind and visually impaired community.

#### ES3.4 Other Information.

Spin will provide and affix the braille sticker containing any regulatory or approved language by SDOT to the plate covering the down tube of the seated scoote within 30 days of being awarded a permit to operate in Seattle.

The following page outlines all graphical illustrations to address all A-ES1.1-AES3.4 requirements. Please note all signage location is to be determined and finalized by the City's Program Manager.

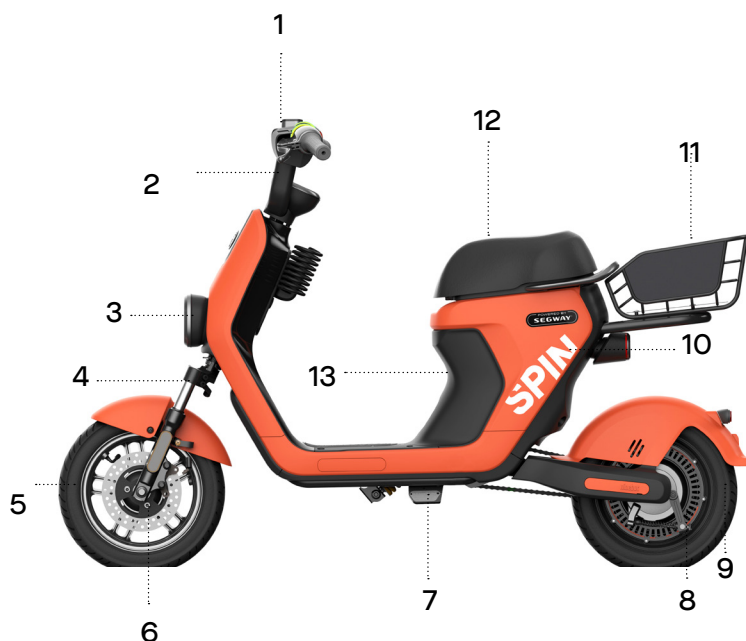
### A-ES1.4 Will devices participate in Emergency Unlocking, as described in Requirement ES2.8? (Attach a description [ $\leq 250$ words] of the method for unlocking and providing devices free of charge.)

Spin has the ability to authorize select SDOT personnel and other city partners, provided specific email addresses or an organizational email domain, to unlock a device, move it a short distance, and relock it without charge through our public user app.



## Seated Scooter Specifications

1. Atmospheric LED Status Lights
2. Speedometer and Battery Capacity Display
3. High Visibility 1100 Lumens Headlight
4. Front Suspension
5. 35.56cm Anti-Skid Tubeless Pneumatic Wheels
6. Electronic Braking System with Hydraulic Front Disc Brake
7. Kickstand Protection Sensor
8. 400W Brushless DC Hub Motor
9. Rear Drum Brake
10. UL2271 Certified Extended Range Swappable Battery
11. High Capacity Cargo Basket
12. Driver Occupant Detection Sensor
13. Seat Suspension



Es3.1 - Spin Contact Information

Es3.2- City-Provided Decal

Es3.3 - User Education

Es3.4 - Braille Sticker

Unique Device  
QR Code



Unlock for \$1

- 1 Download the Spin app
- 2 Scan the code to unlock
- 3 Ride, park, & lock up responsibly



### Spin Safe

Wear a helmet,  
it's the law



Sanitize hands  
and wipe down  
device before  
and after riding



Yield to  
Pedestrians



Park  
responsibly



To report improper parking,  
text or call:

1 (888)-249-9698

Report 1.888.249.9698

spin.app

City-Provided  
Decal Here.





**SPIN**

03

| Parking







## 03 Parking

**A-P1 Attach a description and illustrative images of the plan for ensuring staff parks devices correctly.**

Spin leads the micromobility industry in workforce development by investing in ongoing training for our W2 workforce. By relying on employees instead of gig economy contractors, Spin ensures that staff is consistently trained to park devices correctly. Spin's Operation team has high retention and employees are incentivized to maintain compliant operations to reliably serve the communities in which they reside. Spin's Operation team conducts intensive new employee orientation sessions that cover proper parking practices and highlight city-specific regulations. Spin staff engaged in scooter deployment and rebalancing are tested on their understanding of proper parking protocol during onboarding. Spin's Operations onboarding curriculum includes clear explanations and visuals of local parking rules. Spin will create personalized training including content specific to Seattle's parking requirements and recommendations outlined in section P1. Employees are also required to complete virtual coursework before onboarding and can be reissued parking coursework if refreshers are needed. Spin's Operation team members who deploy and pick up vehicles utilize a "task list," where reminders to ensure proper parking can be easily and efficiently incorporated.

Spin has built a daily operational plan to provide a high quality of service to the entire City of Seattle, both for morning deployments and rebalancing throughout the day. Spin's operational model emphasizes utilizing employees in key neighborhoods to oversee morning deployments, consistently rebalancing within their neighborhoods, executing safety checks on scooters, correcting misparked scooters, performing light repairs and cleaning of scooters, collecting broken scooters, performing on-the-ground safety and parking education, and engaging with the community at local events. Once operating at scale, Spin plans to use electric cargo bikes can be used at the University of Washington, Seattle Center, and Seattle University to allow for quick response to local issues, all while reducing the impact on congestion and parking demand in the neighborhood. Similar to our efforts in other cities, Spin approaches each campus and large property owner individually to set site-specific scooter rules. Additionally, Spin's Operations team utilizes a real-time fleet tracking dashboard to notify staff of saturation issues, allowing us to make each rebalancing trip as efficient as possible.

## A-P2 Attach a description and illustrative images of the plan for employing appropriate geofencing capabilities (include the limitations of geofencing technology).

Spin has the ability to enable a variety of geofences that our scooters are strictly required to operate within. These include:

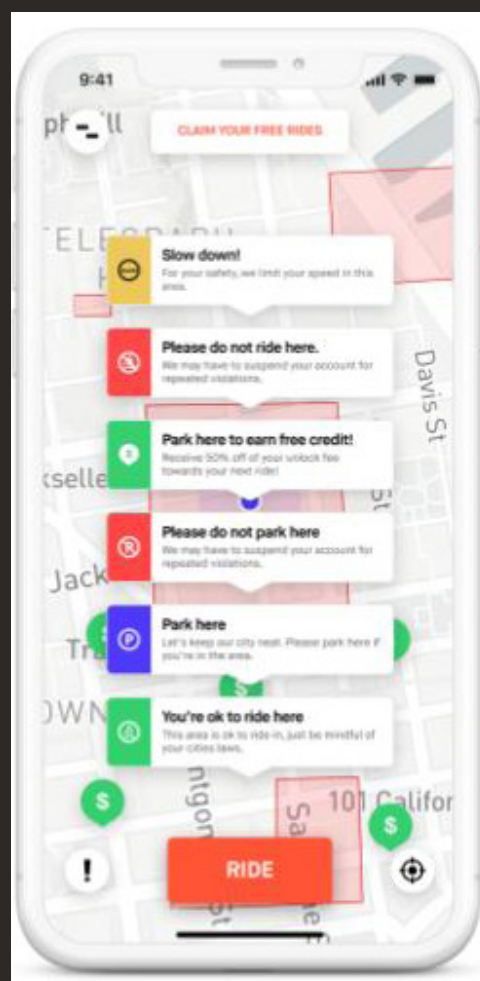
- Slow zones: When a user enters a slow zone, the scooter's top speed reduces to the limit set by the slow zone. The user is able to achieve a speed less than or equal to the speed limit set for the slow zone.
- No-park zones: When a user enters a no-park zone, the scooter continues to operate as normal; however, the user is prohibited from ending the ride within the zone. The user must take the scooter outside the boundary of the no-park zone to end the ride. The fee for the ride will continue to increase until the ride is ended in a location outside the no-park zone.
- No-ride zones: When a user attempts to ride a scooter into a no-ride zone, the scooter relays a loud, audible warning letting the user know that they are in an area not permitted for scooter use. Additionally, the throttle disengages, bringing the scooter to a safe stop. Additionally, a no-ride zone enforces no-park zone restrictions, meaning the user is not only prohibited from riding in the no-ride zone but also parking in the no-ride zone.
- Service zones: These are the areas that Spin allows users to operate scooters. They serve as the general boundary of operations.
- Geofence Limitations: Safety is Spin's first concern when implementing geofencing capabilities. While Spin's multi-GNSS on-scooter GPS is accurate to within 3 meters, without using any cell phone location data from users, our geospatial team uses an abundance of caution when implementing any geofence which could influence the riding behavior of scooters while users are riding near motor vehicle traffic. For this reason, it is our policy and best practice to draw slow and no-ride geofences over large areas demarcated by a shift in the urban fabric, such as trail networks through parks and campuses. No-parking geofences can be drawn anywhere, and it is our policy and best practice to draw these slightly larger than the area desired for no-parking, to ensure no occasional GPS error causes a mis-park in a non-compliant area. Spin implements geofences requested by the City or private property owners within 24 hours, and is generally able to implement emergency geofences within 1-3 hours during normal business hours. Spin has been recognized by several cities as being the most compliant operator in terms of the implementation of geofences. These include [Phoenix, AZ](#), where Spin was the only operator to comply with strict downtown parking zone requirements, and [Tampa, Florida](#), where Spin received the fewest documented violations of no-ride geofence areas among the four vendors operating.



Spin will implement these geofences in combination with one another, creating a custom configuration to meet the unique needs of the geography served. Spin can also create Special Parking Zones in our app, in collaboration with the Program Manager, which will designate block faces or other locations in the City where devices can't be parked ("no parking zones") or where other parking restrictions apply, either on a permanent or temporary basis.

Please find a screenshot and table below for an overview of our geofencing by device type and functions.

Geofence Function	Description	Map symbology
Service Area	The complete area in which our customers are allowed to ride scooters	Clearly symbolized as a permitted area in user app
Parking Zone	Trip end required or encouraged	Shown on map as a pin or a small polygon
Drop Zone	Area where Spin will deploy scooters regularly. If physically represented with a sidewalk decal, we will show them as a Parking Zone (see above) too.	Not always shown on the app, but if shown they will be symbolized as a pin.
No Parking Zone	Trips are not allowed to be ended here.	Red polygon shown.
Speed Reduction Zone	In certain areas, we will reduce top scooter speed to a determined slower speed.	Not always shown in map, but if shown will be grayed-out area.
No Ride Zone	In areas where we can't allow users to ride, Spin will disengage the throttle and send the user a push notification.	A red polygon is shown in the app.
Educational Zone	User information provided when ride point or trip end point falls within geofence, via push notification or email.	Likely not shown in app, but case-by-case basis.



## A-P3 Attach a description and illustrative images of the plan for detecting and reparking improperly parked devices

Spin understands the importance of properly parked scooters within the public right-of-way so that pedestrians and members of the disability community are able to utilize sidewalks safely. Our team employs a multi-pronged approach to ensure that scooters are properly parked. This includes the following initiatives:

- Parking infrastructure partnerships;
- In-app technology;
- Full in-house W2 Operations and Customer Support team; and
- User education, outreach and enforcement.

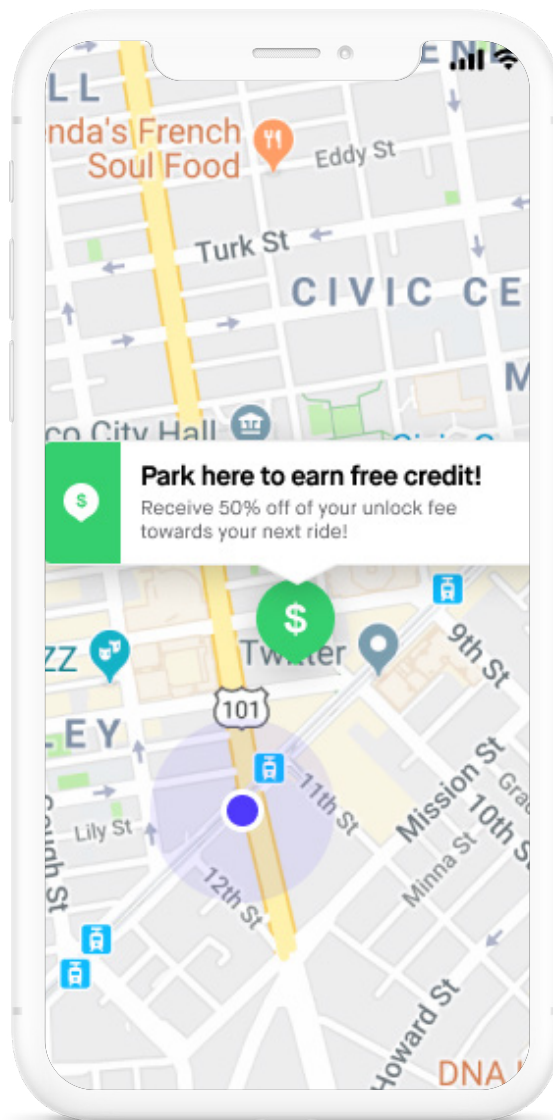
### Parking Infrastructure Partnerships

Spin Hub Charging Stations: The ability for users to park their scooters in a physical charging station or dock makes compliant parking easier and more intuitive. Spin has led the implementation of charging stations for shared e-scooters, with pilot stations in use in Tampa, Ann Arbor, San Francisco, and many more cities on both public and private property.

When users park scooters in Spin Hub stations, they are guaranteed to be parked compliantly, due to the initial station citing's engineering review. These Hubs can be connected to the electric grid to provide a consistent supply of charged micromobility vehicles in high-demand locations. Additionally, Spin Hubs can be equipped with digital screens to show wayfinding maps, provide public service announcements, and display messages to help the City generate revenue to help fund sustainability programs.

Spin is eager to work with the SDOT and private-property owners to explore the value of introducing charging stations to make Spin's scooter fleet semi-dockless, and to facilitate

Preferred Parking Spots (PPS) Incentivizing Users through Geofence Technology



Spin Hub Charging Station





the reliable availability of charged vehicles. Please see the “In-App Technology” section below for more information on how Spin incentivized users to park at these charging stations through future ride credit.

Cross-Industry Infrastructure Partnerships: Spin is exploring a Microhub partnership with the University of Washington’s Urban Freight Lab (UFL), a coalition of private members working together to optimize urban delivery processes. In this project, the Microhub is a logistics facility where goods are bundled inside the urban area boundaries, serves a limited spatial range, and allows a mode shift to low-emission vehicles or soft transportation modes (such as micromobility) for last-mile deliveries.

If awarded permission to provide mobility options in Seattle, Spin plans to contribute to the cross-functional Microhub initiative by installing a Spin Hub, our charging and parking solution for micromobility vehicles.

## In-App Technology

Incentives for Proper Parking: In cities across the United States, Spin has employed Preferred Parking Spots (PPS) that give users a ride credit for their next trip if they park their scooter at specified locations. Spin will use this feature to encourage many trip types including:

- Rides ending at transit stations to foster multimodal trips and to increase scooter availability for trips starting at transit stops;
- Rides to prevent overconcentration; and
- Rides ending at Spin’s charging stations to encourage proper parking, increase scooter availability and dependability, and minimize operational VMT.

Parking can also be incentivized and enforced through review of trip-end photos. For example, new users have can their first five trip-end photos reviewed, and then have a 10% chance of having their trip-end photo reviewed on each subsequent trip. If any review finds non-compliance, the next five parking photos from that user are reviewed. Users are informed of the outcome of review in a pop-up the next time they open the app following review.

Parking Rating Tool: When users unlock a scooter for a ride, they are asked by the app to rate the parking job of the previous user. In addition to creating social awareness around the need to park properly, we keep track of negative ratings, associating their user accounts. By implementing this feature, our aim is to test whether requiring picture submissions will actually result in increased user compliance. For habitually bad parkers, we employ warnings and even restrictions.



## Full in-house W2 Operations and Customer Support Team

Monitoring Scooter Parking: Spin's internal system enables us to manage and monitor our fleet and operations. This system allows Spin employees to see, in real-time, usage and the locations and status of each scooter, as well as each scooter's history of usage and repairs. In partnership with our internal system, our Operations team is constantly rebalancing scooters and ensuring that scooters are parked properly.

Responding to Improperly Parked Scooters: Spin's Operations and Customer Support team use the admin app to receive and record any user or public questions or complaints, reports of misparked scooters, and reports of scooters in need of maintenance.

When a complaint or report is received from our wide range of reporting channels (phone, email, social media, or in-app) to ensure accessibility to both users and the public, a ticket is made by our Customer Support team. From there, Spin's local in-house W2 Operations team quickly responds and addresses any issues whether they are reported by a user, member of the public, or the City.

## User Education, Outreach and Enforcement

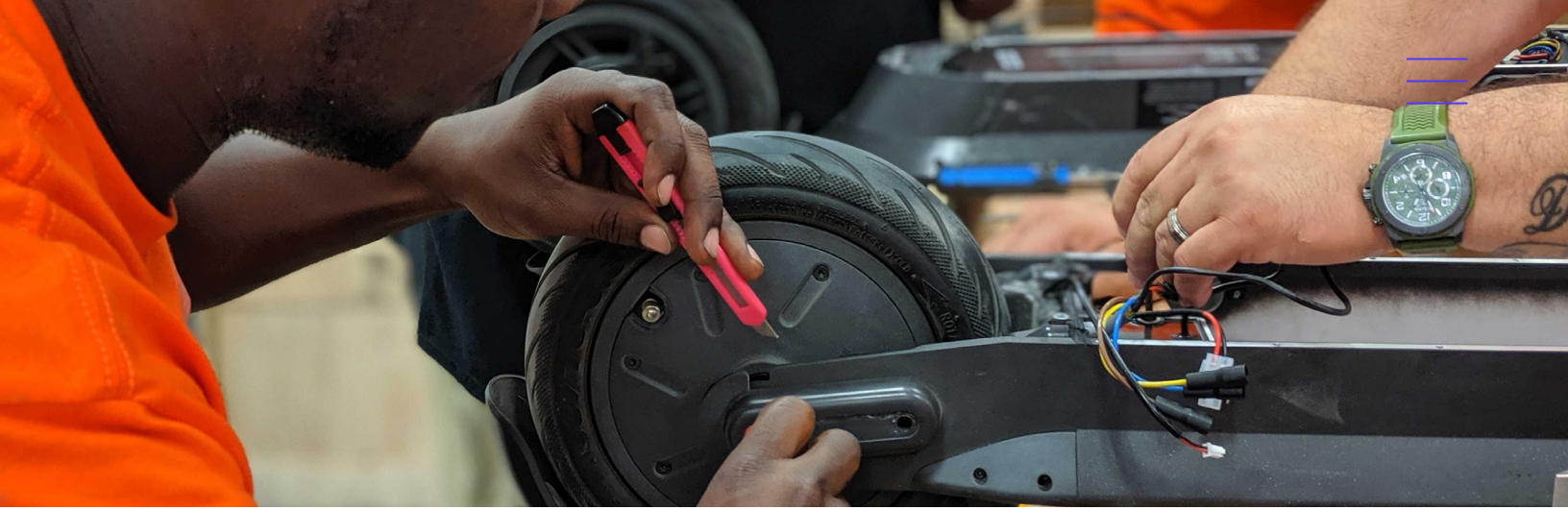
In-App Education: To ensure that users know how to park their scooters properly, each new Spin customer is required to review our educational screens before taking their first trip. Additionally, Spin can work on additional content with SDOT to push these educational screens periodically to customers throughout the program.

In-Person and Digital Education: Before COVID-19, Spin's Community Partnerships team worked extensively worked with organizations and nonprofits within Seattle and throughout all of the markets in which we operate. Due to shelter-in-place orders, we've had to pause in our in-person outreach to and education. Our team will work closely with the City of Seattle to increase in-person education if allowed.

During COVID-19, our Community Partnerships team has pivoted to increasing our digital education and presence to users. As part of our Spin Safe Digital Campaign, we have created an instructional parking video along with five additional safety videos for users (please refer to [page 43](#) for links to view videos). The safety videos will be shared through partnerships with local organizations and will be available on the Spin website. Additionally, Spin's website has a "Help Center" with safety, riding, and parking etiquette best practices.

Additional Measures for Non Compliant Users: Spin utilizes our methods of monitoring compliance, including negative ratings on the Parking Rating Tool and reports received by our Customer Support team – to flag users who have been reasonably linked to non-compliant actions. For users who are flagged to be repeatedly non-compliant with scooter use, we take appropriate and escalating action, including fines, temporary suspensions, and permanent account suspensions.





**A-P4 Attach a description and illustrative images of the plan for inspecting devices to ensure they are in good working order and removing devices that are not in good working order.**

Spin vehicles are efficiently managed and reliably maintained since our Operations team is composed of 100% W2 employees, resulting in less turnover. We provide a rigorous on-boarding, ongoing training, and consistent check-ins with our W2 employees to ensure our vehicles are in good working order.

Spin treats maintenance and inspections of its vehicles and infrastructure with the utmost importance. Spin's vehicles are inspected daily before being deployed. For every 100 trips a vehicle takes, Spin sets that vehicle apart to undergo a more comprehensive maintenance inspection. All operations staff are trained on how to perform safety checks before deploying vehicles, and users have an option to report vehicles broken in their app. When a vehicle is marked as broken, it automatically becomes unrentable, removed from the in-app map, and the team member closest to the location of the vehicle needing removal is notified to pick up the device.

Inspection includes:

- The drive-train is smooth and properly lubricated; the tires are properly inflated and free of defects; steering is straight and true;
- Brakes are fully functional;
- Saddles (for seated scooters) are free of tears, fenders, baskets, and bells are attached and functioning as intended;
- Both front and rear lights are fully functional during use;
- Branding and on-scooter education are in good condition and replaced as needed;
- All on-device electronic equipment is properly functioning such as RFID readers, GPS, locking mechanisms, alarms, etc; and
- Electronic propulsion device batteries and motors are in working order.

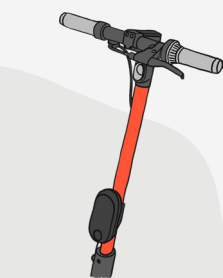
The following graphic gives an overview of Spin's standard operating procedures for vehicle inspection.

## STANDARD OPERATING PROCEDURES FOR VEHICLE INSPECTION

After any repair a full scooter inspection should occur prior to being released back into service.

### VISUAL & SECURE

Starting from the top to bottom. Visually check for damage, bent, missing items, graffiti or other abnormalities. Inspect and ensure screws are secure.



# 1

#### STEM & TUBE

- Handlebar, bell, grips, stickers, brake lever, brake assembly, brake line, throttle, display, headlight, tube and IoT
- Visually inspect the front tube for dents and fractures
- Visually inspect that the complete length of the brake lever is present and undamaged
- Visually inspect that the inner brake cable is not exposed through the outer cable housing
- Visually inspect the IoT for damage and signs of tampering



# 2

#### FORK & DECK

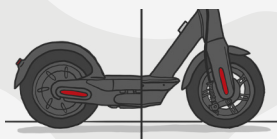
- Fork, frame, deck pad, kickstand, undercarriage
- Visually inspect the frame for major structural damage (fractures, large dents, holes, breaks at weld seams, bends in the rear wheel mount, deep gouges)
- Visually inspect the frame for evidence of water submersion damage (pitting, growth, corrosion)
- Visually inspect the fork and front wheel for straight alignment through the length of the steering column
- Visually inspect the headtube for fractures potentially allowing excess steering

# 3

#### WHEELS

Fenders, wheels, axel covers

- Visually check to see if tires appear to have low air pressure for Max scooters
- Visually inspect the tires for excessive or abnormal wear patterns leading to premature failure. (uneven wear to one side, burn out damage/vandalism)
- Visually inspect the wheel for any major structural damage to the spokes or bead area that may lead to premature wheel failure. Cracks, chips, missing sections of the wheel
- Visually inspect the tire for rubbing against the fender



# 4

#### SCREWS

Starting from the top to bottom. Check to ensure screws are tight and the scooter is structurally sound.

- Inspect handlebar locking block, stem assembly & front tube, and front tube clamps. Tighten if required
- Inspect all grommets and seals for structural integrity. Check for any leaks, dirt, etc.



### RESPONSIVE & OPERATIONAL

# 1

#### COMMANDS

Ensure scooter responds to commands, check for related operational items per command and related sound.

- Lock/Drop Off command: Headlight is switched off, motor resists rolling when pushed, tail light flashes when pushed, IoT warning message is activated when pushed, dash display is deactivated (only active charging is displayed)
- Unlock/Pick Up command: Headlight should come on, brake light is solid & blinks when pressing the brake handle

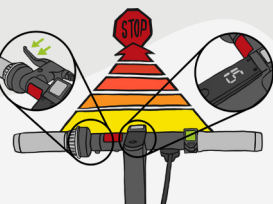


# 2

#### PLUGGED

Ensure that when plugged in:

- The scooter battery percentage incrementally increases on the dash
- The rear lights pulse during the charging event
- Throttle acceleration is disabled



# 3

#### BRAKE CHECK

In designated testing area, accelerate for 15 feet. Apply brakes, ensuring stopping distance is less than 5 feet.



# 4

#### THROTTLE CHECK

Push the throttle lever fully down and release, ensuring the lever moves freely and springs back to the initial position.

If the scooter does not pass inspection, tag for repair and do not deploy.



## A-P5 Attach a description and illustrative images of the plan for requiring riders to park safely with an increased awareness for those with disabilities, including photos and description of how the rider is instructed to take a correct “Trip-End Photo capability, required in O4.4.

Spin takes seriously the need to model, incentivize, and enforce parking compliance with an increased awareness for those with disabilities. We constantly improve upon the ability of our technology and platform to track and reinforce good behavior. Spin’s Parking Rating Tool and Trip-end Parking Photo are programmatic & technological tools we provide to manage our fleet in the right-of-way, eliminating improper parking. At the end of a trip, users are required to take and upload a photo. The next user is asked to rate the parking job of the previous user.

Parking Photo Review: Using machine-learning algorithms and human quality assurance checks, parking photos can be analyzed to incentivize good parking and enforce upon bad parking that negatively impacts those with disabilities. New users have their first five trip-end photos reviewed, and then have a 10% chance of having their trip-end photo reviewed on each subsequent trip. If any review finds non-compliance, the next five parking photos from that user are reviewed. Users are informed of the outcome of review in a pop-up the next time they open the app following review. Good parking can be rewarded with ride credit. Consequences operates on a strikes system and can involve warning, fines and even account suspension. Spin supports equitable enforcement across all operators.

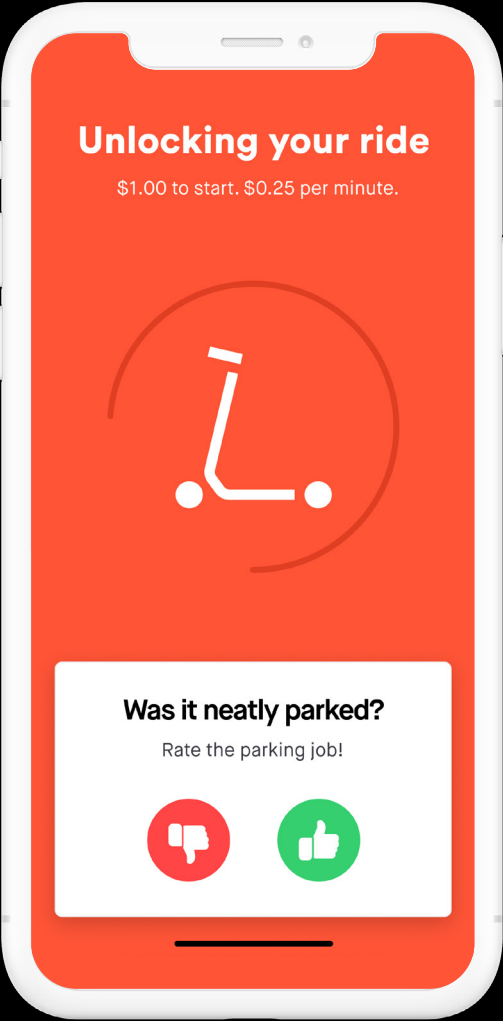
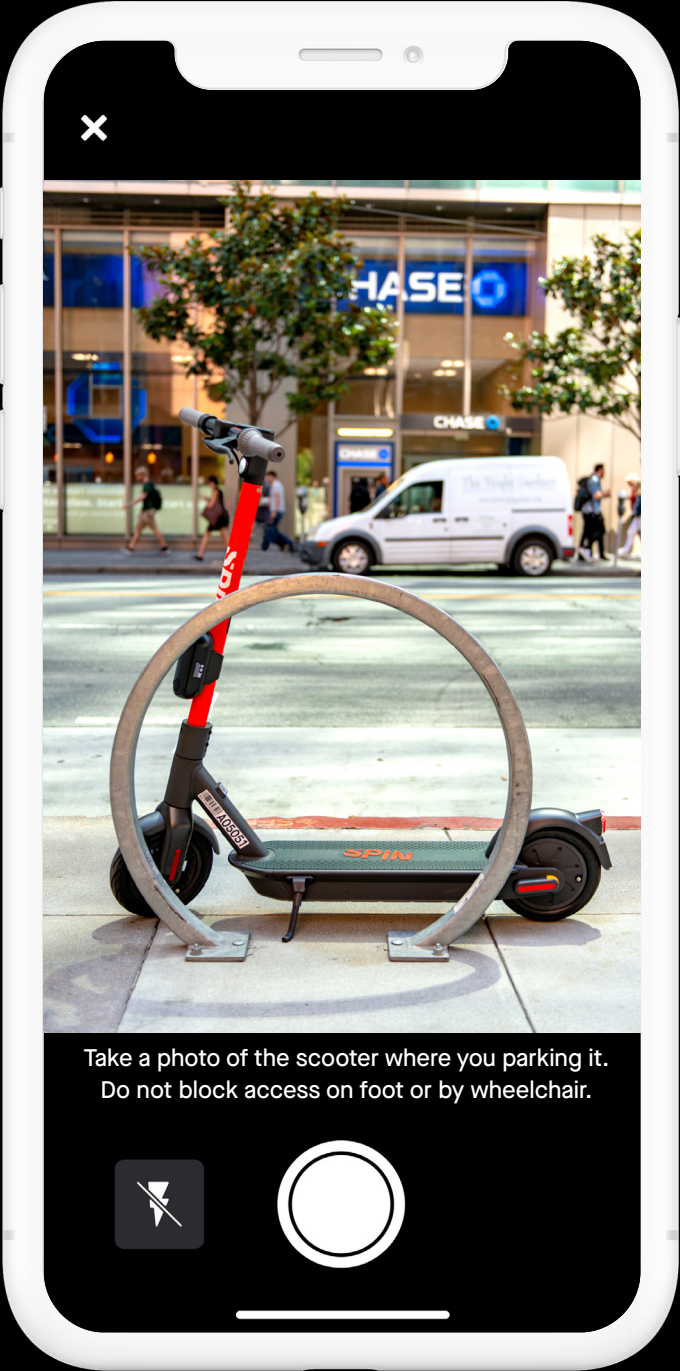
In San Francisco, out of four companies, Spin has successfully met SFMTA’ Permit Terms and Conditions and has issued over 80% of all total citations under the following citation structure:

- **First time:** Customer Support team issues a warning notification with a reminder about the specific rule broken, and a reminder that incorrect parking/sidewalk riding can lead to fines and account suspension.
- **Second time:** Customer Support team issues a warning notification with a reminder about the specific rule broken, and a reminder that incorrect parking/sidewalk riding can lead to fines and account suspension. The user receives a \$10 fine.
- **Third time:** Customer Support team issues a \$25 fine and the user account is suspended. In order to get off suspension, users must play the Good Scooter/Bad Scooter game.
- **Fourth time:** Permanent account suspension.

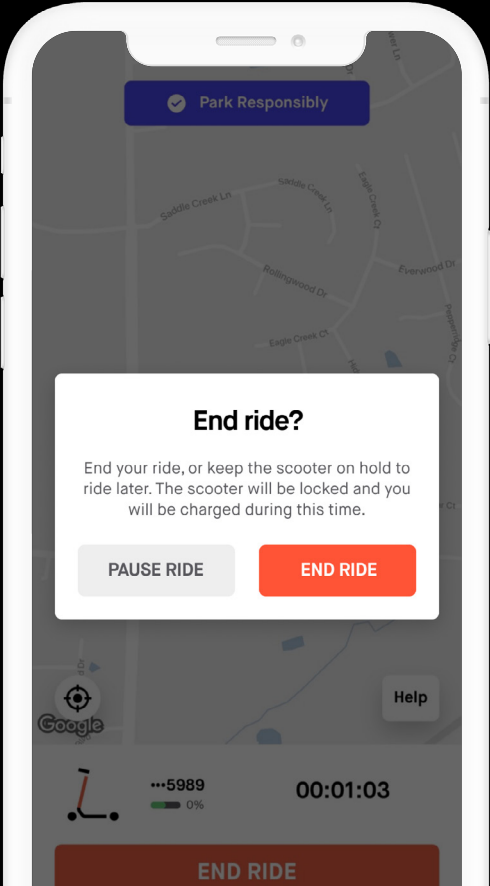
The following are examples of Spin’s trip-end questionnaire, parking photo submission, parking rating tool, and additional mobile-app notifications.



Trip-End Parking Photo Submission



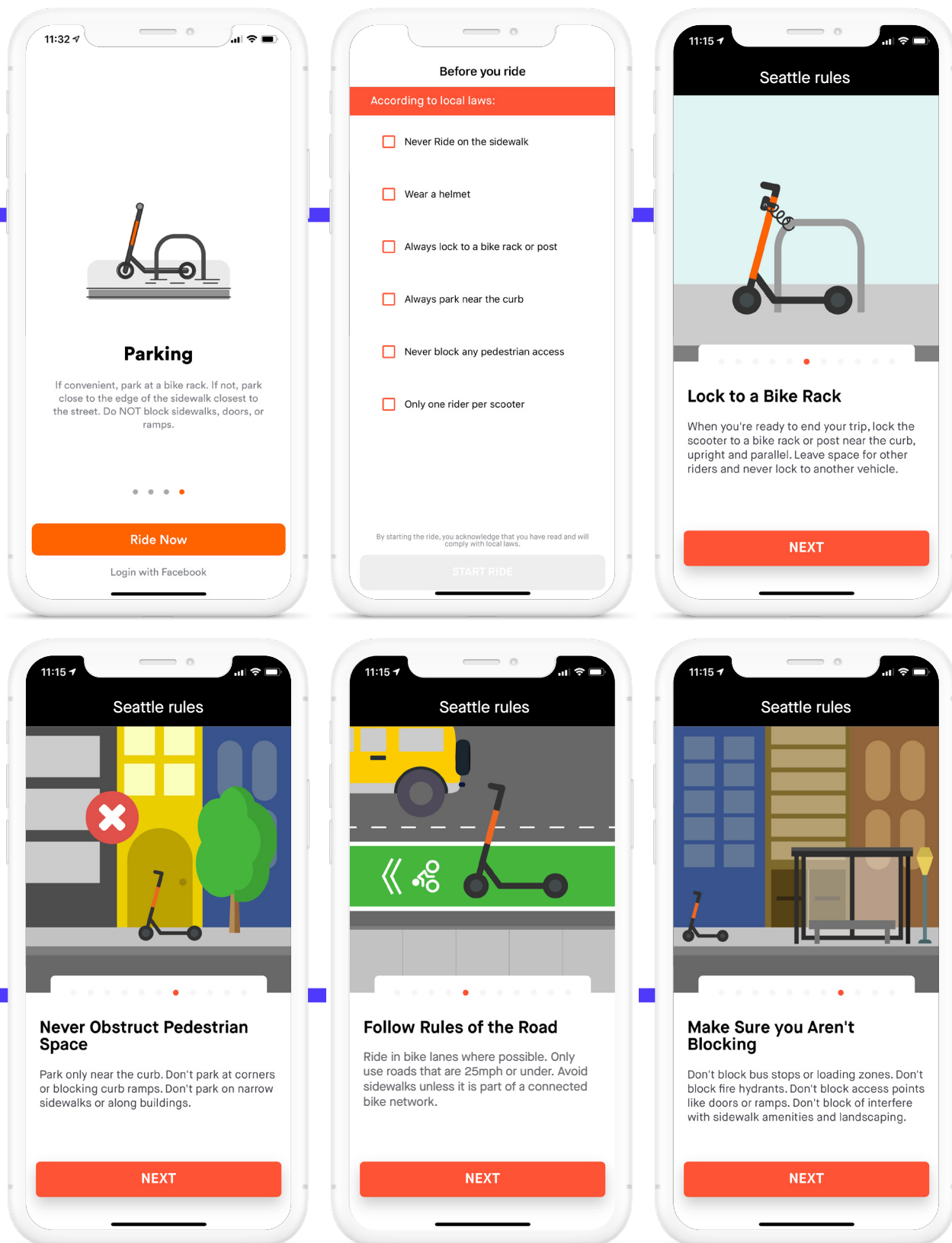
Trip-End Questionnaire





We understand that education helps users empathize with the intent of parking rules and encourages compliance. Spin uses a variety of communication methods to educate users about safe parking.

### Additional Example Mobile-App User Education



We understand that education helps users empathize with and encourage compliance. Spin uses a variety of communication methods, to educate users about safe parking:

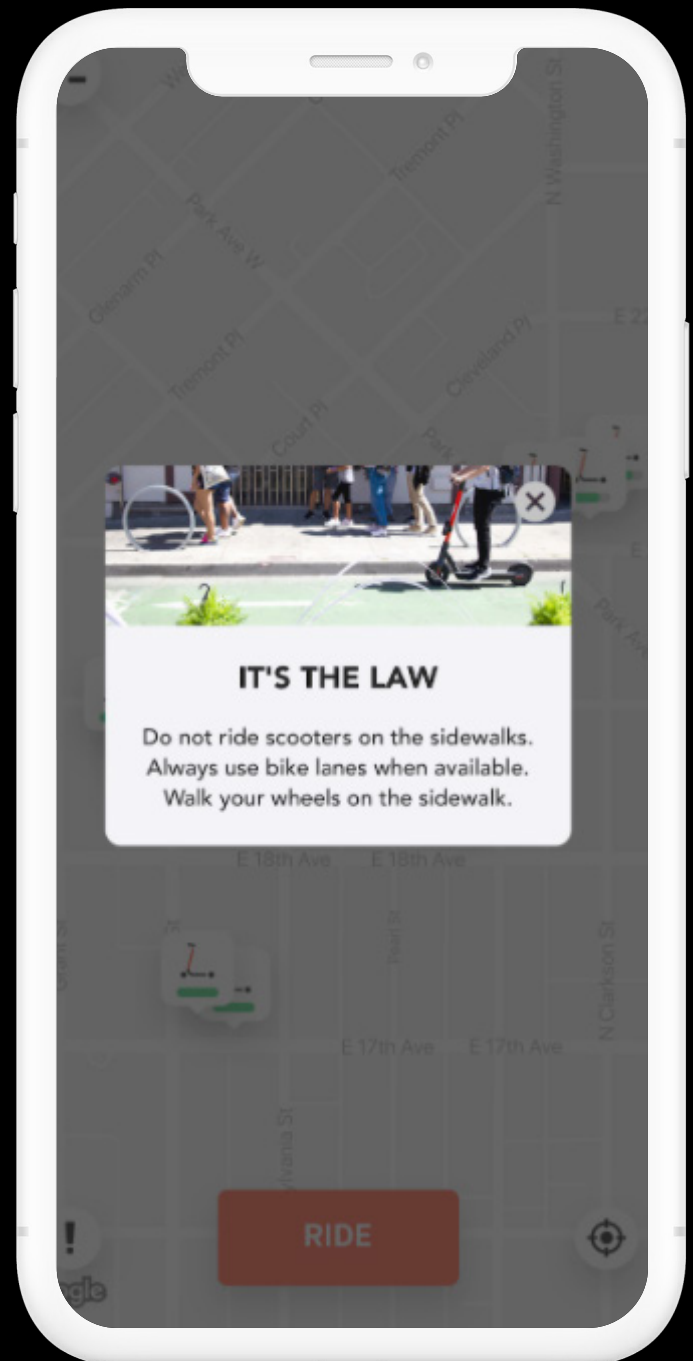
### In-App Education

Spin has the ability to educate users through the app in multiple ways via the app to educate and remind users. Users are educated on proper parking via “educational screens” to effectively convey Seattle’s rules for scooter parking, with an increased awareness for those with disabilities. Spin would like to work with SDOT to utilize content that is easy to understand across multiple languages and engaging.

New user education: All new users are shown informational pop-ups in Spin’s app that must be viewed and affirmatively dismissed in order to proceed to their first ride. We can partner with the SDOT and local organizations to customize the language to match specific rules and needs. In other cities, we have created language around helmet usage, where scooters can be legally ridden, as well as how to properly park scooters.

Spin safety quiz: Spin has created a “Good Scooter/Bad Scooter” game for users to take who have been caught sidewalk riding in an unapproved area or improperly parking. We look forward to collaborating closely with SDOT to ensure the content of our quiz is engaging and educational. Repeat bad-parkers who obstruct right-of-ways for those with disabilities can be required to complete the Good Scooter/Bad Scooter informational game in order to reactivate or have their account suspended. Should a stricter consequential program than the currently proposed rules be implemented, it should be enforced equitably across all operators to create a standardized user experience for Seattle residents and visitors.

### Salt Lake City: Daily Pop-up Reminder





Ongoing user education: Spin can create in-app pop up notifications to send to users with various messages and reminders. Example pop ups Spin has utilized in other cities includes COVID-19 safety reminders and tips, how to legally ride a scooter, how to properly park a scooter, and to educate users on their impact on residents with disabilities.

Spin can also tailor these in-app pop ups to be in a certain area (like downtown) and can customize how often these scooter pop ups are given to users. For example, in Salt Lake City, users are notified via pop up the first time they open up their spin app each day that sidewalk riding is not permitted. Spin is the only company that has demonstrated they are willing and able to send repeated pop-up reminders.

## **Digital Outreach**

Spin conducts outreach to users over other digital platforms such as email and through social media. We hope to partner with SDOT on the best channels and messaging for users.

Emails and newsletters to users: Spin regularly sends email updates to users, which serve as additional methods of reminding users about riding and parking rules.

New users, for example, receive “welcome” emails that incorporate a reminder of the relevant rules. Existing users, meanwhile, typically receive general updates and periodic reminders. In other markets, we have sent out monthly newsletters to users in that specific market highlighting users, upcoming events, and additional safety reminders.

Educational email communication can be as comprehensive as possible to include easy-to-understand content outlined in [section P1](#).

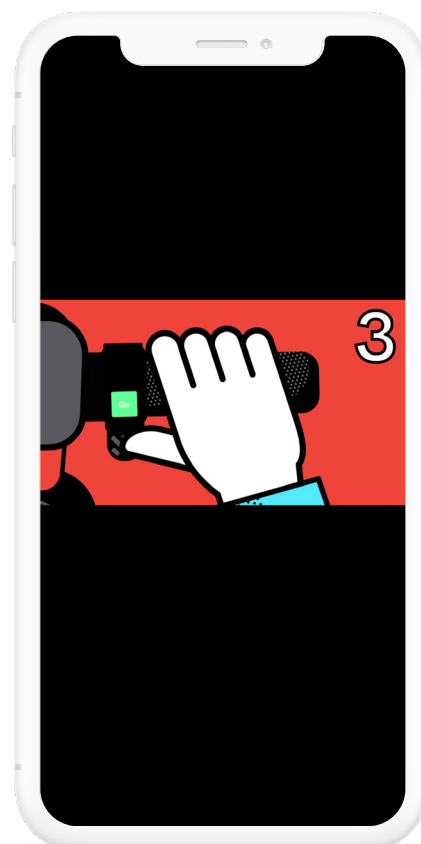
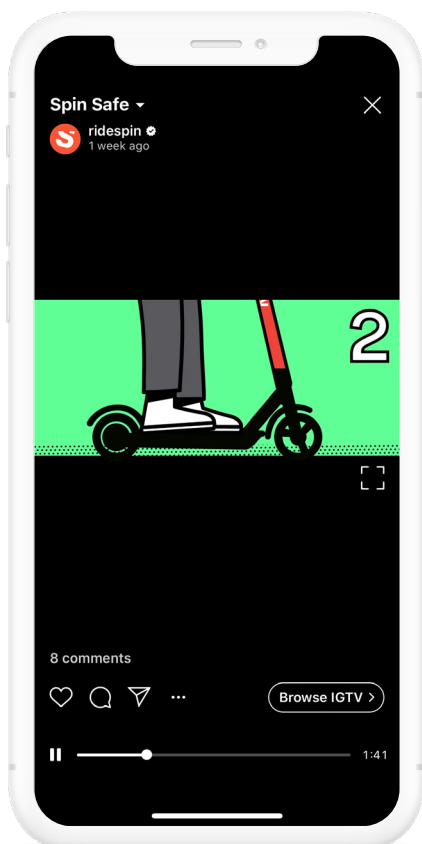
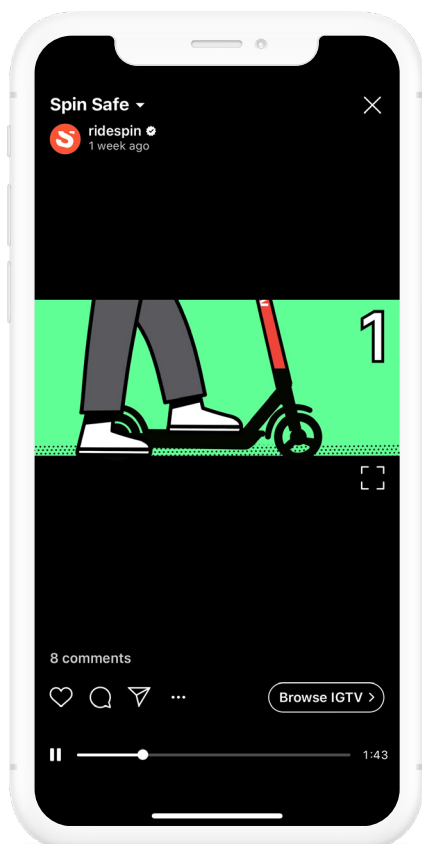
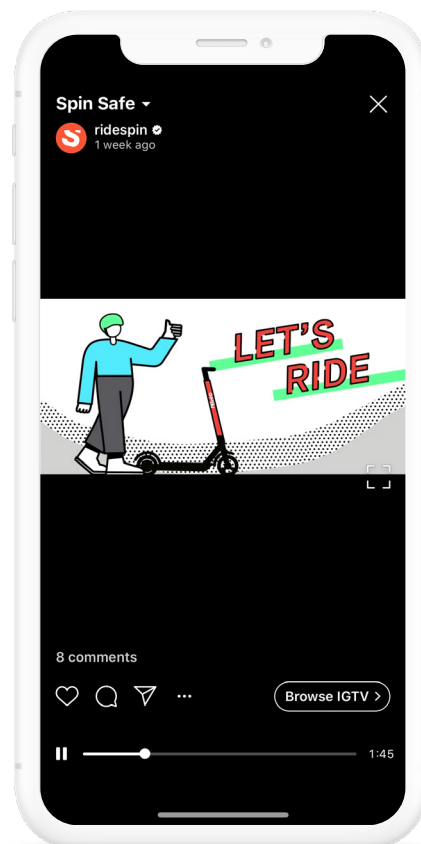
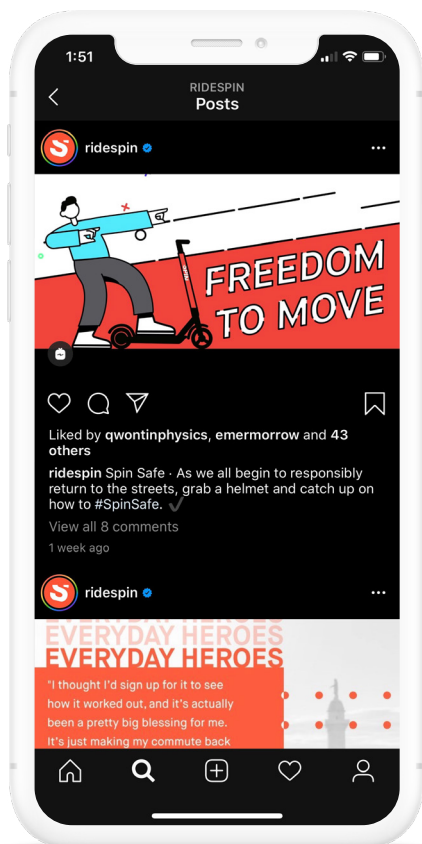
Website and social media: Spin’s online Help Center provides information on how to safely ride and park scooters. These [instructional and educational articles](#), as well as answers to frequently asked questions, are found by pressing the “!” icon in the app and clicking the “Support” icon on our website.

Spin also raises awareness about the proper riding and parking rules for scooters via our social media accounts, including [Youtube](#), [Twitter](#), [Instagram](#), and [Facebook](#). Spin’s Marketing team can promote future initiatives focused on proper parking manner to increase awareness for individuals with disabilities.

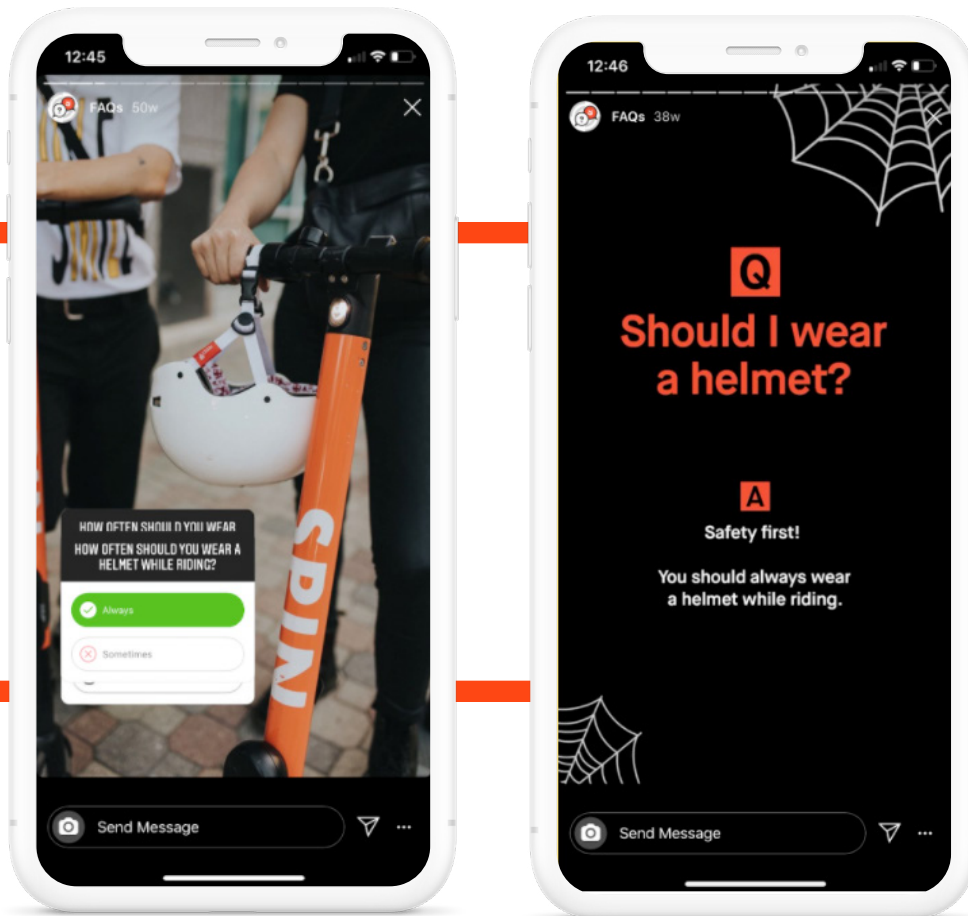




Sample Spin Safe Video View from Mobile-App.  
Click [Here](#) to Watch Full Video.



## Sample Instagram Safety Quizzes



## On-Scooter Device Reminder

Additional signage: Spin can also educate users about the Seattle's rules for parking by affixing additional clear and conspicuous language on the scooters themselves. For example in San Francisco and Salt Lake City, our Operations team has voluntarily added stickers to the entire fleet with bigger font stating "No Riding on Sidewalks" on the handlebars, making it easy for users to see. Spin is committed to working with the SDOT to utilize additional educational tools to remind users about safe parking manner.



**SPIN**

04

| Operations





# 04 Operations

**A-01 What is the initial number of Type 1 Scooters to be deployed? (In an attachment, map the initial service area for each Type 1 Scooter.)**

Spin expects to launch up to 500 Type 1 Scooters at launch if selected as a vendor in the City of Seattle.

**What is the initial number of Type 2 Scooters to be deployed? (In an attachment, map the initial service area for each Type 2 Scooter.)**

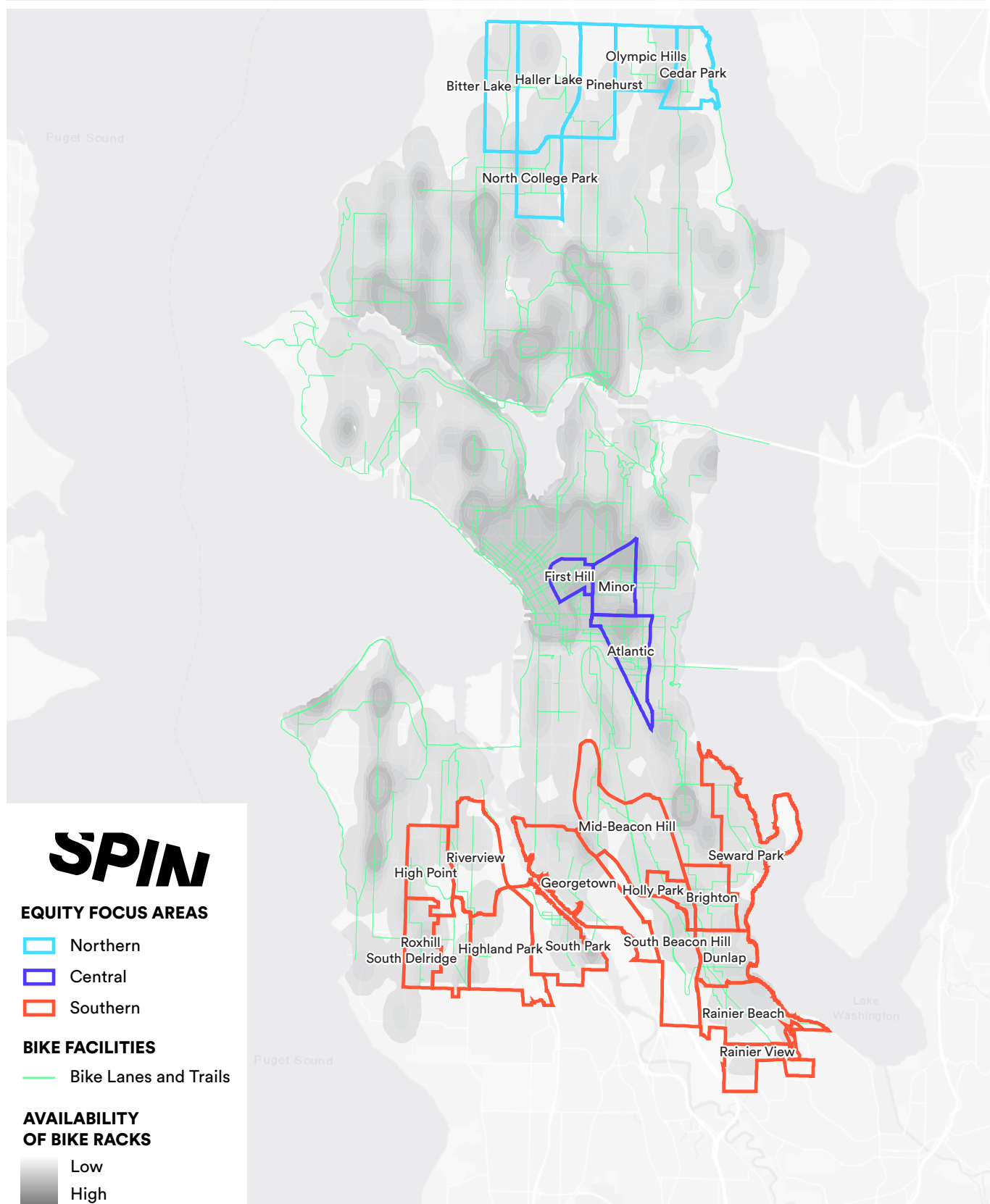
Spin plans to launch 100 seated scooters (Type 2) within Q1 2021 if selected as a vendor in the City of Seattle. Our operations team would scale the number of standing scooters (Type 1) in operation down to ensure that Spin's fleet stays within the Maximum Fleet Size limits. After initial launch of the seated scooter, Spin plans to scale the fleet to comprise 10% of Spin's total fleet in Seattle. Depending on the success of the seated scooter option in accomplishing Spin's goals of providing customers with a product that compliments our standing scooters, supports mode shift, allows users to carry more cargo, and showing potential for the vehicle to be financially sustainable Spin may scale the fleet beyond 10% of its total fleet. Spin will provide transparent updates to SDOT throughout the program regarding our plans for seated scooters.

**If applicable, attach a disclosure for not meeting the minimum fleet size requirement and a fleet deployment schedule as described in Requirement 01.4.**

Not applicable.



# Seattle, WA: Citywide Deployment Components 2020

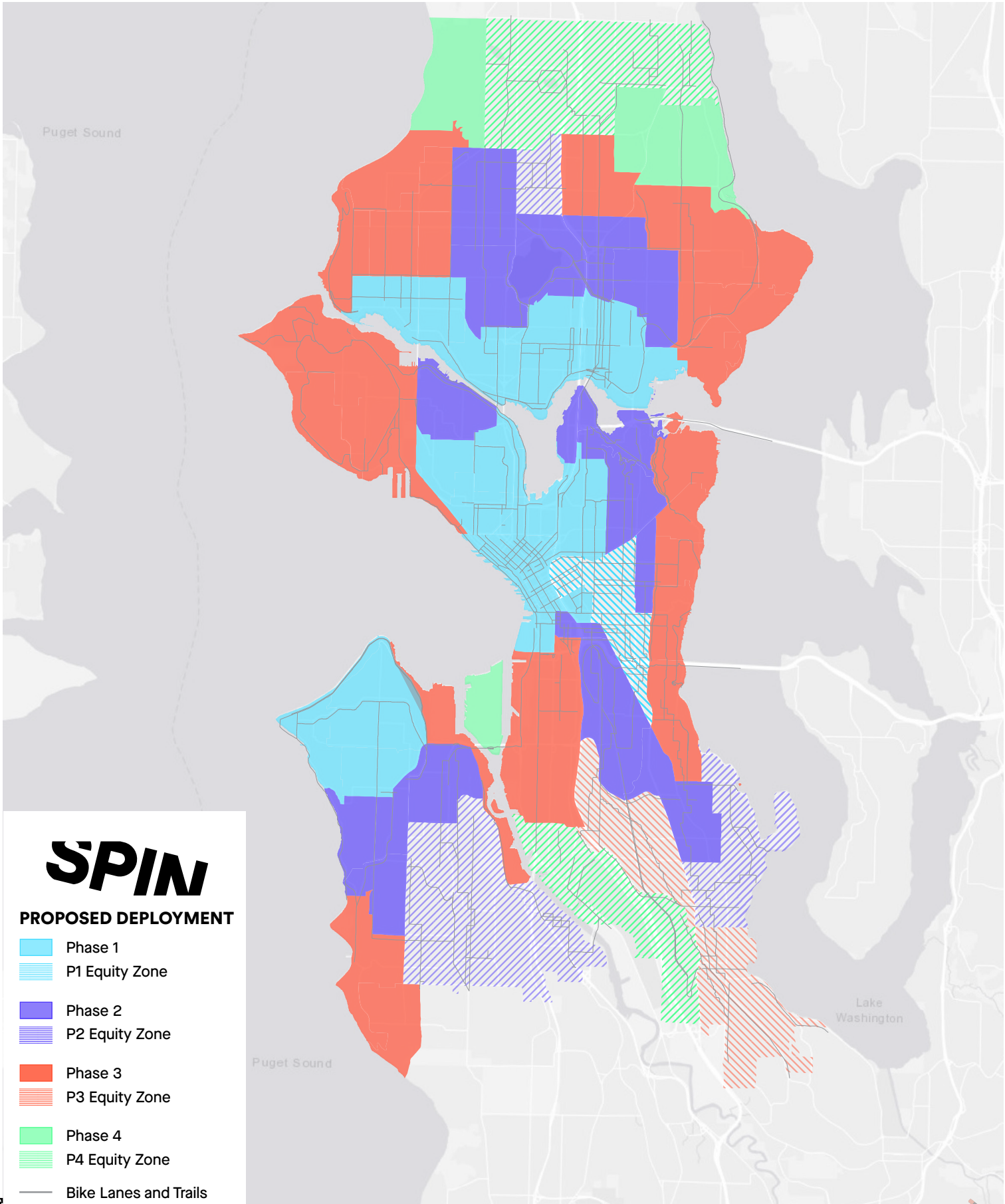




# Seattle Deployment Map



FROM LAUNCH, SPIN'S SERVICE ZONE ENCOMPASSES THE ENTIRE CITY AND WILL BE ACCESSIBLE BY RIDERS.







**A-02 In an attachment, map the phased approach of getting from the initial deployment size to a fully deployed fleet (include fleet size), including the Environmental Justice Community (EJC) focus areas (described in Requirement 01.5 and Appendix D) and West Seattle (described in Requirement 01.6).**

Spin commits to growing its fleet in the City of Seattle in a responsible and collaborative manner with SDOT. We will not operate more than our allotted number of scooters at launch (500) and expect to receive explicit approval from SDOT before expanding our fleet. Our hope is to work closely with SDOT so that we can scale up to 2,000 scooters throughout the entire City of Seattle by December, 2020.

As visually represented in the maps above, Spin proposes to launch our vehicles in four phases. Each phase includes important Environmental Justice Community (EJC) focus areas as part of each expansion of our fleet. During the launch of our initial fleet of allotted scooters (Phase 1), we plan to focus on the neighborhoods of West Seattle, Central District, First Hill, Capitol Hill, Queen Anne, University District, Wallingford, Fremont, and Ballard. After approximately every 30 days, and based on a neighborhood demand metric of 2 rides per scooter per day, we expect to expand our deployments to the additional neighborhoods of Delridge, South Park, Highland Park, High Point, Beacon Hill, Columbia City, Seward Park, Montlake, Eastlake, Roosevelt, Green Lake, Phinney Ridge, Greenwood, and Licton Springs in Phase 2 of our Deployment Plan. From here, our deployments will grow to the key neighborhoods of Rainier Beach, and Mid-Beacon Hill in Phase 3. Finally, at scale in Phase 4 with 2,000 scooters, our locations for deployment will nearly cover the entire City of Seattle.

To be clear, even at launch, our seated and standing scooters will be allowed to operate anywhere within the city limits of Seattle and Spin will not “restrict” neighborhoods to prevent usership in disadvantaged communities. Of course, Spin is open to feedback from SDOT and other city stakeholders regarding important deployment points for consideration.

Please see our maps above to learn more about Spin’s phased approach from its initial deployment size to a fully-deployed fleet of 2,000 seated and standing scooters in the City of Seattle. Included are additional maps that Spin used to carefully consider multiple components (available bike racks, EJC areas, existing bike facilities, and more) to our overall deployment strategy. To show our commitment to the Environment Justice Community (EJC) focus areas, Spin will deploy up to 15% of our fleet to these important communities to ensure that transportation access for underserved communities is very much a part of our operational plans. With Spin’s Neighborhood Ambassador operational model, we take hyper-local transit and pair it with a hyper-local workforce.

With a potential fleet of 2,000 vehicles in Seattle, Spin expects to hire up to 50 W2 employees, which may include a select number of Neighborhood Ambassadors whose role is to focus on outreach complementary to the efforts by Spin’s existing Community Partnerships team. Our goal is to ensure our employees reflect the values and perspectives of the neighborhoods in which they work. Further, tackling the challenges of economic inequality is a core value for us. To that end, we hope to partner with the Office of Economic Development and organizations like CARES



of Washington and Connect to Success to contribute to the City's objectives to further economic mobility. We want to make it clear that this is more than a staffing plan; this is the manifestation of our belief that the best way to engage the community is by hiring from the local community, for the benefit of the local community, and in service to the local community, every single day. Spin's W2 employees will be compensated consistent with SMC Chapter 14.19 and Spin will comply with all local, state, and federal workplace safety requirements.

It's now more clear than ever that micromobility services can fill gaps in transit service created by the COVID-19 pandemic. In particular, we believe that Spin can help fill the gap created by the closure of the high-level West Seattle Bridge. That closure has led to increased traffic on the South Park and First Avenue South Bridge and increased congestion and pollution in equity focus areas. Working together with West Seattle stakeholders, Spin can speed the recovery of transit networks in the region.

In cities like Washington D.C., San Francisco, and Portland, Spin has a demonstrable track record of working with local transit agencies to determine deployment points along transit routes. Spin has already consulted with West Seattle Bike Connections and Duwamish Valley Safe Streets, and we intend to reach out to many other groups, including Metro, Port of Seattle, West Seattle Junction, and the West Seattle Transportation Coalition to identify gaps in transportation and adjust deployment of our fleet to meet local demand.

It's now more clear than ever that micromobility services can fill gaps in transit service created by the COVID-19 pandemic. In particular, we believe that Spin can help fill the gap created by the closure of the high-level West Seattle Bridge. That closure has led to increased traffic in South Park and on the First Avenue South Bridge and increased congestion and pollution in equity focus areas in Delridge and surrounding neighborhoods. Working together with West Seattle stakeholders and SDOT, Spin can speed the recovery of transit networks in the region.

We know the City of Seattle has set ambitious mode shift targets for West Seattle by 2021 and Spin believes our service is a part of the solution. Spin is committed to distributing vehicles across various West Seattle neighborhoods, such as North Admiral, Youngstown, the Junction, etc. to increase the availability and convenience of micromobility options and last-mile connections. In doing so, our deployment strategy is in direct support of SDOT's work to Reconnect West Seattle, furthering the adoption of alternative modes of transportation and getting people out of single-occupancy car trips, which is part of Spin's core mission. Specifically, based on current schedules and limited transit capacity due to social distancing, Spin's operations team can deploy along the 55, 56, or 57 bus routes to serve users traveling between peak and non-peak-hours services. Spin can also deploy and rebalance along routes 22 and 37 where services have been suspended. To further connections to the Spokane Street Bridge and provide uninterrupted travel for commuters, Spin's Operations Team can also focus on deployment along the 21. Throughout the day, we will rebalance vehicles at the Seacrest Ferry Dock, the Fauntleroy Terminal, and along C Line stops to provide transportation options for individuals commuting to and from work and running errands.



### A-03 Attach a description of the procedure for receiving and responding to reports received under Requirements 02.1, 02.4, and 02.7.

Spin takes pride in providing the best customer support in the industry, including having a dedicated and responsive in-house team of 18 staff members, all based in the United States. Spin's Customer Support team is available 24/7 to take incoming requests, notices, and questions through many channels. After an incoming issue is reported by a user, member of the public, or SDOT, our Support team creates a ticket and immediately notifies the Operations Team. Because our Operations Team also runs 24/7, they can service all requests same-day, but often within the hour.

Spin provides a variety of easy ways for users and the public to contact us – whether to report a maintenance issue, ask questions, or request relocation and removal. Furthermore, Spin keeps track of all user inquiries that we receive in order to gauge and improve our operational standards. Users are identified by the email address associated with their Spin account.

Spin has the ability to provide immediate translation with our internal customer service team for Spanish speaking customers. Additionally, Spin provides translation services in any language via a third intermediary translation agency - this can happen live during the call at the customer's request.

To request translation support, customers will follow an easy-to-follow 4-step process when contacting Spin's customer support. The 4-step process includes:

- Dial (866) 811-6578
- For Spanish, press 1. For all other languages, press 2 and enter the 2-digit
- Language code
- Enter Client's 4-digit account#: 8127 - Spin

Since May 2019, Spin has received approximately 37,600 Customer Support inquiries from users, non-users and city staff that includes all over Spin's ~35 markets across the US. These inquiries include general questions about our company and the services we provide, repair/relocation requests, app bug issues, feedback, complaints, and other inquiries regarding Spin. For problems with devices blocking the ROW, or otherwise being non-functional in the field, our Support team immediately notifies our field team via Slack, where the nearest Operations Specialist is dispatched to inspect, rebalance, or bring the scooter back to the warehouse for maintenance.



The following is a sample document that outlines how customers can request translation services.



**Phone Interpretation**

- 1) Dial: **(866) 811-6578**
- 2) For Spanish, **press 1**.  
*For all other languages, press 2 and enter the 2-digit language code*
- 3) Enter Client's 4-digit account#: **8127 - Spin**
- 4) The live Agent will ask for:  
- **Scooter ID number**  
- **email of Spin account**

**For 3-way calls:** Ask the person who answers to place the call.

**For Client Support:** Press 0

**Back-Up Number:** (866) 386-1284  
(use if interpreter is unavailable at number above)

Top 30+ Language Codes			
Albanian	47	Italian	56
Amharic	39	Karenni	60
Arabic	23	Karen	34
Bengali	48	Kinyarwanda	94
Bosnian	37	Korean	30
Burmese	21	Laotian	50
Cambodian	51	Mandarin	24
Cantonese	31	Nepali	25
Chin	32	Portuguese	35
Chin-Hakha	95	Punjabi	49
Creole (Haitian)	28	Russian	27
French	26	Somali	29
Gujarati	40	Swahili	38
Haitian Creole	28	Tagalog	46
Hakha-Chin	95	Thai	57
Hakka-Chinese	87	Turkish	54
Hindi	43	Urdu	41
Hmong	44	Vietnamese	22
Indonesian	70	All Other	99

**Need document translation or other services? Contact us!**  
[www.mlconnections.com](http://www.mlconnections.com)



**Phone Interpretation**

- 1) Dial: **(866) 811-6578**
- 2) For Spanish, **press 1**.  
*For all other languages, press 2 and enter the 2-digit language code*
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- **Scooter ID number**  
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Burmese	21	Laotian	50
Cambodian	51	Mandarin	24
Cantonese	31	Nepali	25
Chin	32	Portuguese	35
Chin-Hakha	95	Punjabi	49
Creole (Haitian)	28	Russian	27
French	26	Somali	29
Gujarati	40	Swahili	38
Haitian Creole	28	Tagalog	46
Hakha-Chin	95	Thai	57
Hakka-Chinese	87	Turkish	54
Hindi	43	Urdu	41
Hmong	44	Vietnamese	22
Indonesian	70	All Other	99

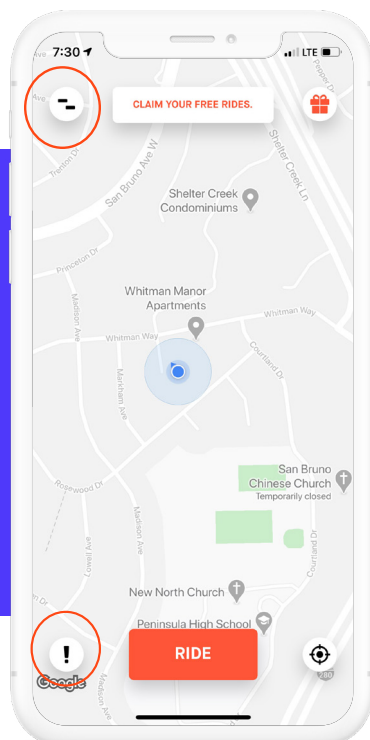
**Need document translation or other services? Contact us!**  
[www.mlconnections.com](http://www.mlconnections.com)

## A-04 Attach illustrative images of the required public contact information described in Requirement O3.1.

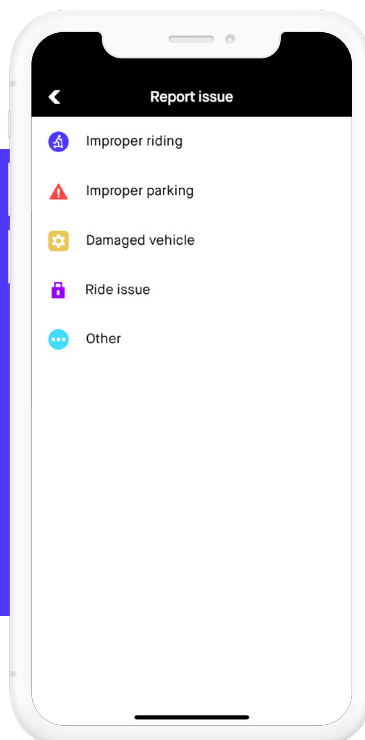
Please refer to the following mobile-app screenshots that outline how customers and non-customers can contact Spin. Additionally, Spin's contact information will be affixed to both scooter ([page 8](#)) and seated scooter ([page 14](#)) per city requirements.

### Sample Mobile-App Reporting Form

#### Mobile-App Customer Support Options - See Circles



#### Reporting Options



**A-05 If known, attach the contact information for City use as described in Requirement O3.2.**

Please use the following contact information to send official correspondence to Spin:

Chris Colson  
Director, Launch Operations - SPIN  
1750 NW 58th Street, Apt 2  
Seattle, WA 98107  
Phone: (925) 605-6549  
Email: [chris.colson@spin.pm](mailto:chris.colson@spin.pm)

**A-06 Over the pilot period, what is the maximum amount a low income rider will pay to unlock and ride the device for 15 minutes? (Attach the pricing structure and exhibits showing disclosure of the pricing structure to riders, as described in Requirement O4.2)**

At the proposed maximum rate of \$1.50/hour by the City of Seattle, the cost to unlock and ride the device for 15 minutes is \$0.30. This pricing structure includes \$0 to unlock and \$0.02 per minute.

**A-07 Attach a description and illustrative images of the plan for a low-barrier rental to take place, as described in Requirement O4.3.**

Accessibility is a core tenet of Spin's values. Spin seeks to empower all Seattleites, no matter their background or socioeconomic status. We recognize that access to transportation ensures access to employment opportunities, essential services, health care, higher education, arts and culture, and recreation. To increase accessibility, we created Spin Access which offers qualified users subsidized rides.



Hi Phuong,

Thank you for applying to Spin Access!

We have reviewed and confirmed your eligibility for Spin Access. Your unique code that you can use to receive a discount is: rlvbc388313.

With this discount, the cost to you for a ride lasting 15 minutes should be \$0.30 (\$0.02 per minute).

To activate your discount, please follow the directions below:

1. Download the Spin App for [iPhone](#) or [Android](#).
2. Tap to open the menu (button in top left).
3. Tap "Free Rides".
4. Make sure "Your Promos" is selected.
5. Tap "Add Promo Code".
6. Enter the code, then tap "Add".

Please note, due to an error in our app, your code may say "expired." Your code is not expired and you only need to enter it one time. We are working to remedy this. Learn how to add your code via SMS at [SpinAccess.com](https://spinaccess.com)

And if you haven't ridden a scooter before -- or you need a refresher on the basics -- please visit [spin.app/safety](https://spin.app/safety).

Thank you for riding with us,

**Spin**

Questions? Concerns? Reach out to us at 1-888-262-5189 or [support@spin.pm](mailto:support@spin.pm).



Spin Access users would pay a discounted per minute rental rate of \$0.02 cents to rent scooters or bikes. Spin Access provides people without smartphones, mobile location services, or credit cards access to Spin bikes and scooters in a simple way. Through Spin Access, we offer a fully-featured text based system for accessing our bikes and scooters.

Residents who wish to receive discounted rates must provide proof of enrollment in a benefits program, including but not limited to:

- The Basic Food (SNAP);
- Quest Card (EBT);
- Federal Energy Assistance Program (LIHEAP);
- Women, Infants and Children (WIC);
- HUD Housing Choice Vouchers;
- ORCA Lift reduced-fare program;
- The Regional Reduced Fare Permit (RRFP) Program;
- Seattle Public Utility Discount Program;
- Seattle City Light Discount Program;
- Apple Health (Medicaid);
- Seattle Housing Authority;
- Seattle Housing Authority Senior Housing Program;
- Seattle Housing Authority Low-income Public Housing;
- Washington Basic Food Program; and
- Washington State Food Assistant Program.

Eligible individuals in signing up for Spin Access can fill out an online application at [www.spin.app/spin-access](http://www.spin.app/spin-access), register in-person at one of our community events, or contact Spin support via email or phone. Applications are processed within 2-4 days. Once enrolled, Spin Access users receive a unique code, in either the app or the SMS system.

Unbanked and non-credit card option: Any user can purchase a Spin Cash Card at our local warehouse. Spin Cash Cards are sold in denominations of \$10, \$15, and \$20, and allow the user to load funds from the card into their account, either via the app or the SMS text system. Users wishing to use cash can also purchase a prepaid debit card, widely available at major grocery chains and convenience stores, which they can then use to add credit to their account.

Non-smartphone options: Users who do not own a smartphone and/or wish to pay with cash can purchase a Spin Access Card from a local Spin location. If the user has a smartphone, they can input the unique code into their app. Non-smart phone users simply text (SMS) a unique code to a dedicated phone number – both of which are found on their physical Spin Access card. The automated, SMS system will then unlock the vehicle and credit the balance of the Spin Access card for each trip taken.

SDOT Partnership: Spin is able to partner with SDOT to remove mobility barriers for those traditionally underserved. In Portland, Spin has partnered with the Portland Bureau of Transportation (PBOT) on its Transportation Wallet program. This program makes available a collection of passes and ride credits (public transit, streetcar, bike share and scooter share) that can be purchased by residents and employees in specific parking districts to reduce parking space demand and promote alternative transportation options. Spin has worked closely with the PBOT team to provide promotion codes based on Wallet distribution schedules every quarter while operating in the City of Portland. A similar program could be created in Seattle in partnership with SDOT.



## A-08 Attach a description and illustrative images of the helmet distribution plan, as described in Requirement 04.6.

Distribution plan: Spin encourages our users to wear helmets by always providing helmets for use during safety demonstrations and displaying in-app messages that urge helmet use. Users in our outreach and educational materials are always shown wearing helmets, as are the people in our social media posts. Spin recognizes that owning a helmet is only half the battle; many people do not wear helmets because it is inconvenient to carry one around. To that end, Spin offers users a 30% discount on foldable helmets through a partnership with Overade (see photo below).

Providing free helmets through in-person education and our website reduces the cost of securing a helmet. In San Francisco since launch on October 15, 2019 to the shelter-in-place order on March 16, 2020, Spin has given out 1,089 helmets to local residents and users.

Free helmets will be available at every in-person event we participate in during the 2020 program. Spin will commit to distributing hundreds of helmets, as we have done in cities such as San Francisco, throughout the Pilot Area, with a special focus on getting helmets to residents of Environmental Justice Communities. Spin will work closely with community partners on virtual or in-person scooter education events at least once per month. Users can order helmets online at [www.spin.app/helmet](http://www.spin.app/helmet). We also prominently feature helmet users in all safety videos and educational content.

Incentives: Spin is planning to launch a Helmet Selfie Social Media Campaign to normalize and promote usage of helmets while riding our vehicles. Users can post on Instagram or Twitter (using @RideSpin #RideSpinSeattle) a photo of them with a Spin scooter while wearing a helmet. Users will be entered into a monthly raffle to win free ride credits. Incentivizing users to promote wearing helmets while riding e-scooters on social media can create positive social pressure to encourage helmet usage. Additionally, our staff are a constant presence in the communities we serve, and while staff perform field work, they observe many users starting and finishing their trips. When staff observe those users to be wearing helmets, they can gently approach them with special ride credit code cards as a reward for helmet use.

## A-09 Will the maximum device speed be limited to a speed of 8 MPH on a rider's first use of the device, as described in Requirement 04.7?

Yes.

Sample Helmet



A-010 Attach illustrative images of the Rider On-Device Education signage, as described in Requirement ES3.3 and O6.3(c )1.

Please see sample below.

Max Scooter Sticker



Lynx Scooter Sticker





## A-011 Attach a description and illustrative images of the Digital Safe Parking and Riding Education Program described in Requirement 06.2.

In-App Safety Education: Within the app, the customer is required to review customizable educational screens. The messages highlight the basics of scooter safety: users must identify correctly parked scooters, scooters parked as obstruction hazards, riding only on streets 25 mph and under, riding in bike lanes, riding on multi-use paths, yield to pedestrians, wear a helmet.

All users must pass, with a minimum of 80%, a city-approved safety quiz within the app. Users will have to successfully pass the quiz within their first three rides. As an incentive, users who achieve a perfect score (100%) on the quiz can receive a promo code for a discount on a subsequent ride.

At the request of the city, Spin can send repeated educational messages to returning customers every time they open the app (i.e. do not tandem ride; do not block sidewalks, doors, and ramps; park at a bike rack, where possible; ride in bike lanes, where possible) or special alerts for specific safety concerns, such as a caution against skidding in poor weather conditions.

Spin Safe Digital: In July 2020, Spin has launched its Spin Safe Digital campaign, a new effort to empower users with the freedom to move safely within their communities, especially during challenging times. Spin has always relied on a mix of digital and in-person channels to deliver safety content to our users. Many of our users, especially those who are more nervous around scooters, like the one-on-one nature of in person training: the chance to try a scooter in a safe, off-the-street environment with guidance from a Spin employee puts peoples' minds at ease. With the pandemic making in-person interactions much more fraught, Spin decided to enhance our digital offerings to allow the vast majority of our training to be virtual.

The core of the Spin Safe Digital curriculum will be five safety videos, hosted on a newly redesigned safety webpage. The short, 60-90 second videos will cover the following topics:

- [Safety in the time of COVID-19](#): What Spin is doing to keep its workforce safe and its vehicles clean and sanitized, and what we recommend our users do to keep themselves safe;
- [Getting Started](#): How to download the app and set up an account; how to unlock the scooter; how to find the right riding position; how to accelerate/brake; wear a helmet;
- [Being on The Road](#): Ride in the bike lane (where available); always follow the flow of traffic and traffic laws; how to maneuver around road obstacles; be courteous;
- [Ending Your Trip](#): "Good" vs. "Bad" parking jobs; how to lock your scooter; report safety issues; and
- Making your community safer - What can you do to make your roads safer for all users?

Please click on highlighted bullet title to view short videos.



In addition to distributing this information through Spin channels, we will look to our city and community partners to ensure Spin Safe is disseminated widely through their email newsletters, websites and social media handles, and virtual events. In Seattle, Spin looks forward to partnering with [Bike Works](#), [Commute Seattle](#), [Seattle Housing Authority](#) and [Seattle Neighborhood Greenways](#) to share safety content on email and social media platforms.

Lastly, Spin will produce localized safety content on a regular basis to educate users on topics like proper riding, proper parking, sharing the bike lane, riding with the flow of traffic, and what to do in the event of a crash.

*"Bike Works values access, community, bicycling, youth, education, social justice, and the environment. We believe reliable, active transportation can be life-changing in promoting healthy lifestyles and a healthy planet. We have always supported bikeshare programs. The new movement for scooter share will likely also provide access to individuals for micro mobility and will likely be useful in connecting people on that 'last mile' for local trips. We greatly encourage the utmost safety in all transportation share programs. We support programs that provide special access to low-income individuals and consider the equity of having access to transportation share programs in diverse neighborhoods across the city, particularly in South Seattle. It is also important to us that transportation share programs take their environmental responsibility seriously and they make sure they have quality equipment and they recycle or reuse their used equipment with great care.*

*We look forward to working with Spin to utilize their helmet donation for our Bikes-for-All bike giveaway initiative. We have also invited them to sponsor or buy ad space at our events to promote their safety program and access program for low-income individuals."*

*- Deb Salls, Executive Director, Bike Works*

## **A-012 Attach a description and illustrative images of any other educational programs related to safe parking and riding.**

With options for users to ride either a standing or seated scooter, Spin is making a concerted effort to give users safe choices that match their comfort level in vehicle types. We have seen that having different vehicles creates a wider range of adoption when it comes to safe riding and parking, and when it comes to displacing single-occupancy car trips with sustainable modes of transportation.

As outlined in section A-P5 ([page 26](#)), Spin offers numerous measures to educate the public and our users on the safe riding and parking of vehicles, including:

- Informational pop-ups;
- In-app push notifications;
- Emails;
- Parking rating tool;

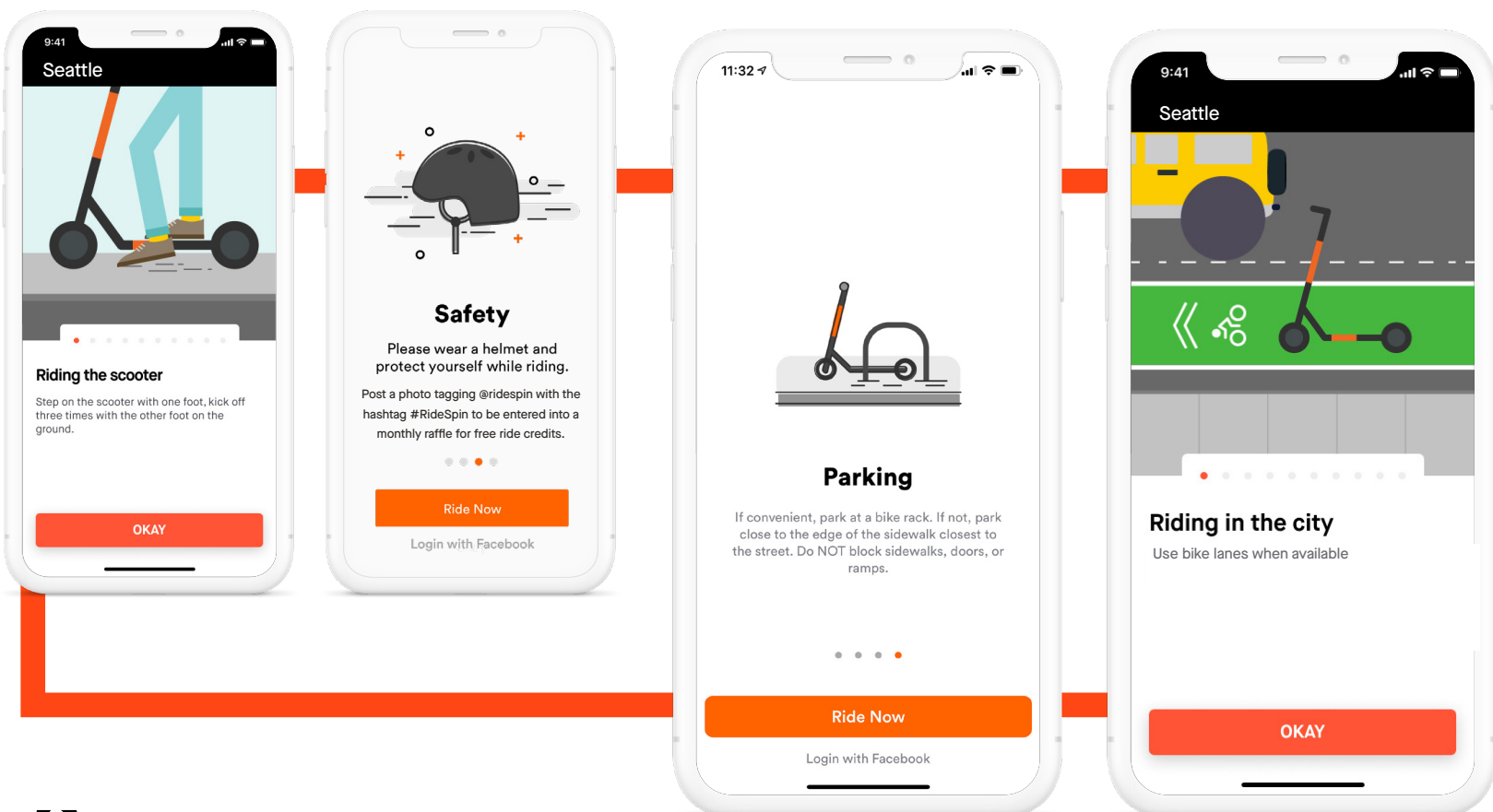
- On-scooter education, support contact information;
- Online education, support;
- On-the-ground education, events;
- Education materials, flyers, etc.; and
- Parking signs and corrals/virtual stations.

We believe that the best form of marketing for Spin is executing our operations at the highest level possible. It also means, as previously detailed, ensuring that we are reaching out to as many communities, including low-income populations and those typically disadvantaged when it comes to transportation options. These are things that we strive for in every new market and are always working to improve.

*Spin has shown that it will help us in our mission to make every neighborhood in Seattle a great place to walk, bike, and live. Through our interactions with Spin, we believe the company is committed to the safety of its riders and non-rider community. Spin plans to promote their Spin Safe Digital campaign and Spin Access discounted rates in our quarterly newsletter and virtual annual giving event and we look forward to partnering with their team."*

- Gordon Padelford, Executive Director of Seattle Neighborhood Greenways

#### Sample Educational Content





The safety education program will also include:

- In-Person/Virtual Safety Events: Spin will host safety events, including the dissemination of printed safety information as well as helmet distribution, at times and in locations of the City's choosing.
- Safety Email Campaign: Spin will message all users with safety and rules compliance information, with content approved by the City and collaboratively generated.
- Targeted Compliance Email: Spin will send targeted rules reminders to any user who accumulates several "thumbs down" parking ratings from other user using our parking rating feature, or from a bad parking report from the public. Spin will also require users in Seattle to complete a user safety quiz at least once every quarter to ensure continued user education.

**A-013 Attach a description of the plan to inform riders and prospective riders in Environmental Justice Communities (described in G2(d).7), people with disabilities, people experiencing homelessness or housing insecurity, LGBTQ people, women and girls, youth, and seniors about the equity elements described in Requirement 07.4(b).**

Spin is proud to offer transportation options that advance transportation equity in cities. The flexibility and ease of Spin's dockless mobility options - both seated and standing scooters - allows us to provide a nimble, scalable, and fun transportation options that appeal to different demographics, naturally fill transit gaps, and meet transportation needs in neighborhoods that have been underserved by previous transportation systems.

Spin plans to engage with communities that face financial barriers by creating partnerships with local community-based groups, focusing on groups that promote safe active transportation, social equity, and community well-being. In these conversations with community partners, we will highlight the different vehicle types that Spin can offer to the community so that more people have the chance to ride a scooter. These ongoing meetings and conversations with community-based organizations are an invaluable way for us to listen and incorporate feedback to better serve and strengthen our scooter-share operations, such as providing more scooters in underserved or transportation-access constrained communities. Our Community Partnerships team has had initial meetings with local organizations such as:

- Alliance for Pioneer Square;
- Bike Works;
- Commute Seattle;
- Downtown Seattle Association;
- Duwamish Valley Safe Streets;
- Rooted in Rights;
- Seattle Housing Authority, Seattle Neighborhood Greenways, and;
- West Seattle Bike Connections to understand the unique perspectives and conditions of the Seattle community.





In addition to the organizations above, Spin's Partnerships team plans to engage with the following stakeholders.

- Mary's Place;
- Jubilee Women's Center;
- Plymouth Housing;
- Low Income Housing Institute;
- InterIm CDA;
- Community Roots Housing;
- Duwamish Longhouse and Cultural Center;
- Catholic Community Services and Catholic Housing Services;
- National Federation of the Blind;
- University of Washington Disability Center;
- Puget Sound Sage; and
- Solid Ground.

Our outreach plan will be carried out through our Community Partnerships programming. Spin will engage a broad and diverse cross-section of stakeholders and community-based organizations, including transportation advocacy and policy groups, equity-focused organizations, neighborhood organizations, local workforce development programs, local businesses, and economic development organizations.

Our outreach tools and strategies include:

- Launch promotion: A social and educational event with a local business to kick off the start of our presence in a new city or neighborhood.
- Stakeholder meetings: Spin identifies and interviews CBO's and community leaders to learn more about the community, neighborhood priorities and concerns, and access and transportation needs. Additionally, we aim to identify partners for strategic community initiatives.
- Public informational workshops: Spin attends community workshops to share information about our service and programs (such as Spin Access).
- Multilingual marketing + media: Spin provides marketing and collaterals to partners that help to educate, inform and promote our service to new and existing users and the broader community.
- Ambassador pop-ups: Spin's street ambassador program is a pop-up type service where our staff provides in-person outreach near community hubs and high foot-traffic corridors to answer questions and demonstrate how to access Spin's service.
- Transit mapping tool: Spin's transit mapping tool is an interactive online map where the public may give input on desired scooter drop locations and other feedback such as community hubs.
- Scooter parking partnership: Our parking partnership allows for properties or businesses to establish a dedicated scooter parking location designated by a sidewalk decal.
- Workforce development partnership: Spin actively promotes a workforce development program where we hire two nonprofit partners who both work with clients who face barriers to employment.



Our goal with each of our partners is to establish a relationship that serves their needs. This starts with regular communication with our partners, through a monthly newsletter (please see example below) sent to all community organizations. The newsletter will provide safety tips, highlight local stories, and update a calendar of upcoming safety and Spin Access events for residents to attend either in person or virtually. In addition to the newsletter, Spin's Community Partnerships representatives and Operations team will maintain close contact with local organizations throughout the pilot to ensure our offering meets the needs of the community.

During the 2020 Seattle pilot program, all new users who sign up for an account will receive information about Spin Access and directions on how to apply for the discount in their "welcome" email from the company. Spin will run periodic information campaigns throughout the pilot program, with in-app pop-up messages telling users about Spin Access and how to apply. Community partners provide crucial support in advertising the Spin Access program and driving sign-ups. In other cities, such as Baltimore and Portland, we have found success in working with affordable housing organizations.

We plan to replicate this strategy through collaboration with the Seattle Housing Authority and its member network. While Spin Access is the start of the conversation with many affordable housing groups, it is certainly not the only aspect of our partnership; we will also look to host safety events, distribute free helmets, and optimize deployment with these partners.

In light of COVID-19, Spin is prepared to engage with Environmental Justice Communities in both virtual and in-person formats. While digital interaction works well for some communities, for others -- including those without reliable internet access and older adults -- it presents yet another barrier to feeling comfortable and confident using our service. There are no easy answers to these challenges, but we are committed to being creative and thoughtful in pursuing solutions. Because our partners know Seattle communities deeply, we plan to take our lead from them as we educate users (and non-users) as comprehensively as we can while keeping safety the number one priority.



Sample of Spin's monthly newsletter in San Francisco.



### Ride for Free!

We're committed to making scooters accessible to all — that's why we're proud to offer Spin Access. This program provides *unlimited, five-minute scooter rides* for users who are enrolled in a public benefit program like Muni Lifeline or CalFresh.

**SIGN UP**



### Protect Your Head!



### Level up!

Next week, 250 more brand-new Spin scooters will be on the SF streets! Get ready to take 'em for a spin to your favorite local restaurant, museum, park, or store. Use the map in the Spin app to check out places you can pick up and drop off your Spin scooter!

### Spin x Sunset Mercantile



Last month, Spin partnered with [Mercantile](#), a pop-up market co-located with local commerce, art, and organizations at its Holiday Market in Golden Gate Park. Spin sponsored the holiday fair and handed out free hand sanitizer, t-shirts, and prizes. The event featured local merch artists, food artisans, and live entertainment.



### A Better, Car-Free Market

By the end of this month, Market Street will be a better place to walk. Beginning January 29th, private vehicle drop-off and pick-up will be restricted from Main Street to 10th Street. Traffic along the street will be reserved for scooters and bikes.

The ["Better Market Street"](#) plan was approved by the Board of Supervisors toward prioritizing protected bike lanes in San Francisco.

**READ MORE**

**SPIN**

# The Monthly Ride

January 2020



### Hey San Francisco!

Welcome to the Spintastic second-edition of The Monthly Ride. Can you believe it's 2020? Based on the sci-fi movies of the '80s and '90s, you'd think we'd all be cruising around the streets on floating hoverboards by now. Hmm...well, come to think of it, our distinctive two-wheelers actually aren't too far off from floating hoverboards! With our safe, smooth-riding e-scooters, we give you the *freedom to move*, just like in the movies. So strap on your favorite helmet, secure a firm grip on the handlebars, and get ready to ride into a new decade in the City by the Bay. The future looks orange!

**P.S. Remember to never ride on the sidewalks, and always lock your scooter to a bike rack at the end of your ride!**



**A-014 Attach a description and illustrative images of the plan to provide the Tier 1 language support described in Requirement O7.2 and the marketing documentation described in Requirement O7.4(a).**

All outreach materials for Spin Access will be provided in English, Cantonese (written: Traditional Chinese), Korean, Mandarin (written: Simplified Chinese), Somali, Spanish, Tagalog, and Vietnamese. The Spin app is localized, meaning that it appears in the language selected by the user in the phone settings. The Spin website is currently available in English, Mandarin, Filipino, German, Russian, Spanish, and Vietnamese. Spin Support can provide translation services in Spanish, Polish, Korean, Arabic, Hindi and Mandarin.

Please see below for sample Spin Access collateral in English, Spanish, and Vietnamese, which will be modified to target Seattle residents. Printed and digital materials will be provided to organizations who partner with Spin to promote Spin Access. We will also promote Spin Access in our partnership with Seattle Housing Authority.

**SPIN**

## TIPS FOR YOUR FIRST RIDE



### Wear a helmet

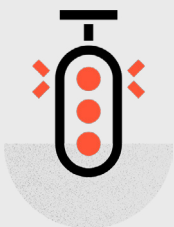
Check your email for special discounts after you sign up for the Spin app.

### Always yield to pedestrians

Sidewalk riding may not be allowed in your city.

### Ride with your weight back

Put both feet on the board, one in the center and one behind. If the scooter has a rear foot brake, keep a heel over it at all times.



### Park respectfully

Make sure your scooter is upright and not blocking anyone's way. More parking instructions in the app.

### Start slow on a quiet street

Test out the throttle and brakes to get comfortable.



### Follow the rules of the road

Use bike lanes when possible. Always travel in the direction of traffic, and stop at stop signs and lights.

### Stay safe and alert

Don't listen to headphones while riding, and always keep both hands on the handlebars. Don't ever carry a passenger or ride under the influence.



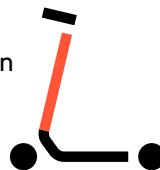
spin.app | support@spin.pm

**SPIN ACCESS**

**ACCESO A SPIN**

## ¡Los scooters de Spin están disponibles para todos!

Cualquiera puede usar nuestros scooters, incluso quienes tienen ingresos limitados, no tienen un smartphone o tarjeta de crédito.



Spin Access Flyer - Spanish

**SPIN ACCESS**

## Spin scooters are available to all!

Our scooters can be used by everyone, even if you have limited income, no smartphone, or no credit card.



Spin Access Flyer - English

**1**

Si tiene acceso a una computadora y a internet, visite [www.spin.app/spin-access](http://www.spin.app/spin-access) para ver sus opciones y solicitarlas.

**2**

Las opciones de Spin ve las necesidades pero por ejemplo:

- El acceso a la red
- Desplazamiento
- Ni tan

Obtenga más información y solicite el servicio al 1.888.262.5199

Spin Safe Flyer - English & Spanish

**1**

If you have access to a computer and the internet, go to [www.spin.app/spin-access](http://www.spin.app/spin-access) to see your options and apply.

If you don't have access to a computer and the internet, please call 1.888.262.5199 to learn about how else you can apply.

Learn more & apply: [www.spin.app](http://www.spin.app)

**SPIN ACCESS**

## ✓ Có tham gia những chương trình hỗ trợ cộng đồng?

- Giảm giá trị phí điện PG&E
- Trợ cấp phiếu thực phẩm Calfresh
- Trợ cấp miễn phí và giảm giá bữa ăn tại trường

## ✓ Là cư dân San Francisco?

Bạn đủ điều kiện sử dụng xe trượt điện Spin miễn phí, 30 phút mỗi lần!



## Đăng Ký Ở Đây Để Bắt Đầu Trượt Cùng Spin!

Bạn cũng có thể đăng ký bằng:

EMAIL [spin-sf@spin.pm](mailto:spin-sf@spin.pm) hoặc TRỰC TUYẾN [www.spin.app/spin-access](http://www.spin.app/spin-access)

**SPIN**

Spin Access Flyer - Vietnamese

## Additional Multilingual Marketing Content



☒ Naka-enroll ka na ba sa isang programa ng pampublikong benepisyo?

- PG&E CARE
- CalFresh
- Muni Lifeline

☒ Isa ka bang Residente ng S.F.?

Kwalipikado ka para sa mga libreng pagsakay sa Spin scooter sa loob ng 30 minuto!



☒ 註冊公益計劃？

- 太平洋煤電低價率能源計劃 (PG&E CARE)
- 領取糧食券 (CalFresh)
- 公共交通普濟行 (Muni Lifeline)

☒ 您是否是舊金山居民？

您符合 30 分鐘免費騎行 Spin 滑板車的資格！



# SPIN

## 第一次騎行的提示



戴安全帽

登入 Spin 應用程式後，請查看您的電子郵件是否有通知特殊折扣。

開始時在寧靜街道慢慢騎行

充分檢驗節流閥及剎車，讓您騎行更舒適。

始終禮讓行人

舊金山不允許人行道騎行。

騎行時您的重量在後方

雙腳踏在板上，一腳踏在板中央且另一腳踏後面。如果滑板車有後腳剎車，腳跟要隨時放在後腳剎車上。



請遵守交通規則

如果有自行車道，請在自行車道騎行。始終依循交通方向騎行，並且依據停止標誌及信號燈停止。

保持安全及警覺

切勿在騎行時聽耳機，並且雙手要始終握在手把上。切勿載乘客或酒駕。



停車時應尊重有禮

確保將踏板車停放在自行車架上。應用程式中有更多停車指示。



spin.app | support@spin.pm

# SPIN

## MGA TIP PARA SA IYONG UNANG PAGSAKAY



Magsuot ng helmet

Tingnan ang iyong email para sa mga espesyal na diskwento pagkatapos mong mag-sign up para sa Spin app.

Magbigay-daan palagi sa mga naglalakad

Maaaring hindi pinapayagan sa iyong lungsod ang pagpapatakbo sa sidewalk.

Magsimula nang mabagal sa isang tahimik na kalye

Subukan ang throttle at mga preno para maging kumportable.

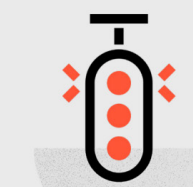
Sumakay nang nakasandig sa likod ang iyong bigat

Ilagay ang parehong paa sa board, ang isang paa sa gitna at ang isa ay sa likod. Kung may preno sa paa sa likod, panatilihin nakapatong palagi rito ang isang sakong.



Sumunod sa mga panuntunan sa kalsada

Gumamit ng mga bike lane kapag posible. Sa direksyon ng trapiko palagi bumiyahé, at huminto sa mga stop sign at stop light.



Manatiling ligtas at alerto

Huwag makinig sa headphones habang nakasakay, at panatilihin nakahawak palagi sa mga handlebar ang parehong kamay. Huwag na huwag mag-aangkas ng pasahero o sumakay nang nakainom o nang nakakaranas ng mga epekto ng gamot.

Pumarada nang may respeto

Tiyaking nakatayo ang iyong scooter at hindi ito nakaharang sa dinaraan ng sinumang tao. May higit pang tagubilin sa pagparada sa app.



spin.app | support@spin.pm

## A-015 Attach a description and illustrative images of any other appropriate equity-related goals, strategies, or actions proposed with respect to Requirements 07.4(d).

Spin understands that diversity and inclusivity is integral to the success of not only Spin, but the communities in which we operate. We proactively work with small businesses and local organizations when hiring and training operations team members. Additionally, we thrive to partner with suppliers whose values and initiatives align with our mission and adopt procurement tools that provide accessibility support for all team members.

We are taking a multi-pronged approach to diversity and inclusion at Spin. We currently have a Diversity and Inclusivity Task Force that meets bi-weekly. Within this task force, we have four different committees concentrating on key initiatives for the company:

- Recruiting and Hiring;
- Employee Networks Groups;
- Onboarding for New Employees; and
- Company Wide Trainings.

Building from these core values of inclusivity and diversity, and building upon SDOT's goals to provide accessible and adaptive mobility options and expand use by people with disabilities, Spin is able to deploy Adaptive Scooters in Seattle. If this is a program SDOT would be interested in, Spin would welcome a meeting to discuss an Adaptive Scooter program structure that would meet both parties needs. Any Adaptive Scooter plan would include two primary goals:

- **Continue to solicit feedback from the disability and senior communities on vehicle design and operations.** Spin will continue to work with local organizations like Rooted in Rights to hear input around operation plans and the types of devices we deploy to ensure that Spin's adaptive scooter would help these communities and populations.
- **Build upon the learnings of our Adaptive Scooter program in San Francisco and bring those learnings to Seattle (please see the following page for illustrative example).** Spin hopes to collaborate with SDOT on a deployment strategy to meet local demands for adaptive scooters. After collecting feedback from users and disability advocates in San Francisco, Spin is working to develop a 2.0 adaptive device. Throughout a pilot, Spin would work with SDOT to adjust the number of devices and hours of availability to most closely match user needs. Spin would provide the most updated and technologically advanced adaptive vehicles when the next iteration of devices are ready.



**SPIN**

# SPIN ADAPTIVE

- ☒ Curious about new transportation options?
- ☒ Are you interested in renting one of our accessible scooters?

Spin is still operating during the pandemic, and we're here with 2-wheeled and adaptive scooters when you need us.



**FIND OUT MORE INFORMATION  
AND SIGN UP HERE:**

EMAIL

[support@spin.pm](mailto:support@spin.pm)

OR

TEXT

(888) 262-5189



Our Community Partnerships team designs and executes the plan to make shared scooters work for everyone in the communities we serve. Spin has specifically designed a robust and customized community engagement plan to optimize benefits Environmental Justice Communities. Spin is committed to the following community engagement strategies to ensure our programs are equitable and benefit all communities in Seattle:

- **Hold 2 in-person community outreach events per month.** This will include 1 Spin Safety Demonstration and 1 Spin Access event in an Environmental Justice Community area.
- **Distribute 200 free Spin helmets per quarter in-person or by mail.** Through this initiative, we hope to promote safe bike and scooter riding practices.

To further address equity concerns, appeal to new users, and reduce barriers, Spin's multi-pronged Community Engagement Plan will build, foster, and sustain long-term relationships with community stakeholders. Additional initiatives to ensure inclusivity and access include:

- Multilingual communication services: At Spin, we celebrate people from all backgrounds and cultures. To lower barriers for users, Spin Access collateral, our app, website, Customer Support channels are available in multiple languages including (but not limited to) Cantonese (written: Traditional Chinese), Korean, Mandarin (written: Simplified Chinese), Somali, Spanish, Tagalog, and Vietnamese.
- A strategy to incorporate community feedback: Spin aims to serve every community in Seattle, but we are particularly eager to help provide mobility options for lower-income as well as underserved or marginalized communities; for example: *North College Park, Olympic Hills, Cedar Park in the Northern region; Atlantic, First Hill, and Minor in the Central region; Riverview, South Delridge, South Park, Georgetown, Rainier Beach, Seward Park, Mid-Beacon Hill* in the South region. We also acknowledge the need to listen to all community members, even if they do not use our service, because we know that the support of the whole community is essential to ensuring a long-term, sustainable service for the public. Perhaps more importantly, Spin believes that any outreach efforts must be done in good-faith and requires on-the-ground efforts – not only relying on traditional marketing or online tools that often ignore these communities or are otherwise inaccessible to them.
- In-person and virtual outreach: The Community Partnerships team will collaborate closely with diverse stakeholders, residents, and local businesses in-person and virtually to achieve the following goals:
  1. Provide helpful information on how to start a scooter trip, safely ride, and properly park;
  2. Reduce barriers to using a scooter, whether that be financial, technological, geographical, etc; and
  3. Educate both users and non-users how to easily report improperly parked or ridden vehicles, or other incidents.
- Future relationships and partnerships in Seattle: Spin has been establishing relationships with local organizations in Seattle over the past few months and looks forward to continuing building new partnerships with other local organizations. We're excited to execute the following



initiatives with some of the organizations we've connected to:

1. Partner with Commute Seattle to expand awareness of scooters as a transportation option to both citizens and employers;
2. Partner with Bike Works to distribute helmets and promote the Spin Access Program for discounted rates;
3. Partner with Seattle Housing Authority to develop a Spin Access umbrella signup program for residents and inform Seattleites about the Spin Access Program;
4. Collaborate with West Seattle Bike Connections & Duwamish Valley Safe Streets to receive feedback on Spin's West Seattle operations plan and to learn how we can better support the community impacted by the closure of the West Seattle High-Rise Bridge; and
5. Lead local hiring fairs with The Workforce Development Council of Seattle-King County and WorkSource.

## **A-016 Attach a description of any COVID-19 procedures that are in addition to the requirements described in Requirement O9.**

### **COVID-19 Safety Measures**

Spin is deeply committed to the health and wellness of our employees, users, and the broader community. During COVID-19, we've enhanced our sanitation and safety protocols, which include increasing the frequency of disinfecting scooters, supplying our employees with personal protective equipment, and implementing workplace protocols in line with social distancing practices. All of these procedures are updated based on guidance from the [Center for Disease Control and Prevention](#) (CDC), [World Health Organization](#) (WHO) and [Office of Safety and Health Administration](#) (OSHA).

### **Everyday Heroes**

In March 2020, we created the Everyday Heroes program to help essential medical workers face the unprecedented transportation challenges posed by the COVID-19 pandemic. Since then, we've provided nearly 15,000 free rides and 500 free helmets to more than 700 medical workers across the United States.

With support from our cities, community partners, and program sponsors, we're excited to continue the Everyday Heroes program for select essential workers in Washington, DC and Detroit. For more information about this program, visit [www.spin.app/covid19](http://www.spin.app/covid19). Spin is interested in working with the City of Seattle to find program sponsors to bring the Everyday Heroes program to Seattle.

### What Spin is Doing

- Spin is increasing the frequency with which we disinfect scooters. Every time a scooter is picked up or enters a warehouse, Spin employees disinfect the main contact points on the scooter in accordance with a standard operating procedure developed by Spin's Central Safety



Operations Team. Scooters with higher usage will be cleaned more frequently.

- Employees are supplied with single-use face masks every shift and must wear face shields and gloves during their shift.
- Every market is also supplied with sanitizer and all high-traffic surfaces are disinfected up to three times a day.

### User Safety during COVID-19

- Follow local government guidance. If you must travel for an essential trip, follow the best practices outlined on Spin's website. A guide to riding and parking responsibly can be found at [www.spin.app/safety](http://www.spin.app/safety).
- Additionally, as recommended by the CDC wear a cloth mask whenever you go out in public and keep six feet of distance between yourself and others.
- Wash your hands with hand sanitizer that contains at least 60 percent alcohol or with soap and water before and after your ride. You can also wear gloves as an additional preventative measure.
- For more information about COVID-19 and additional measures you can take check out the [World Health Organization](http://www.who.int) and Center for [Disease Control and Prevention's](http://www.cdc.gov) guidelines.



**COVID-19:**  
**WAREHOUSE RESPONSE**

---

**Personal Protective Equipment**



**Nitrile Gloves**



**Face Shield**



**Face Mask**  
Optional: Remember to sign Voluntary Respirator Program form

---

**Warehouse Guidelines**

- 1** Keep at least 10ft between you and everyone else (roughly 3 scooter lengths!)
- 2** Avoid touching your face
- 3** Twice a day, disinfect high-traffic surfaces like table tops, counters, door knobs, fridge handles, tools, steering wheels, keyboards, mouse, coffee makers, etc.
- 4** Disinfect scooters before bringing them into warehouse

- 5** Never share your PPE
- 6** Never reuse gloves or masks
- 7** Wash. Your. Hands.
- 8** Laboratory goggles may be used in-lieu of face shield but only if face shield is unavailable.



For more information, please review the **Covid-19: Operations Warehouse Response Plan**

**SPIN**

05

| Data







## 05 Data

**A-D1 Provide the plan for providing SDOT an accurate VMT reports, as described in Requirement DS1.2.**

Spin will provide a VMT report for SDOT at the close of each permit year, or upon request of the Program Manager, in a similar manner to how we provide VMT reports in other cities such as San Francisco. Because Spin utilizes a W2 workforce, provides company vehicles, and only charges vehicles in our warehouse, we can accurately account for our total VMT and energy usage. We are able to categorize both the total amount of trips and VMT within those trips.

In San Francisco, Spin's Operation team uses a combination of vehicles to transport and rebalance our scooters. Spin is the only company to utilize any type of vehicle outside of gasoline trucks or vans. In partnership with [Rad Power Bikes](#), which is based out of Seattle, Spin utilizes e-trikes with cargo beds to pick up and drop off our scooters.

Spin has the ability to track both revenue (user trips) and non-revenue (deployment and rebalancing) trips. VMT for our vans are measured using Samsara's industrial IoT, which is connected directly to the engine's on-board diagnostics port to collect engine data along with location data. Spin's partnership with Samsara provides analytics for how our operations can lower fuel consumption, prevent accidents, and automate manual tracking processes. To track VMT for e-trikes, staff records the number of miles on the odometer after each shift. As previously mentioned, because we exclusively rely on in-house W2 employees and charging is completed by company provided resources (company vehicles and warehouse), Spin can provide reliable and accurate VMT data to SDOT.

Spin welcomes an ongoing conversation about the results of this VMT data-sharing arrangement. Spin will provide sophisticated tracking data that differentiates between fossil fuel and electricity sources for VMT. Spin can share what percentage of electricity consumed for recharging hybrid and fully electric vehicles is from renewable sources versus fossil fuels like coal-fired plants. We are working to reduce fossil fuel dependency, and will transition to hybrid and fully electric

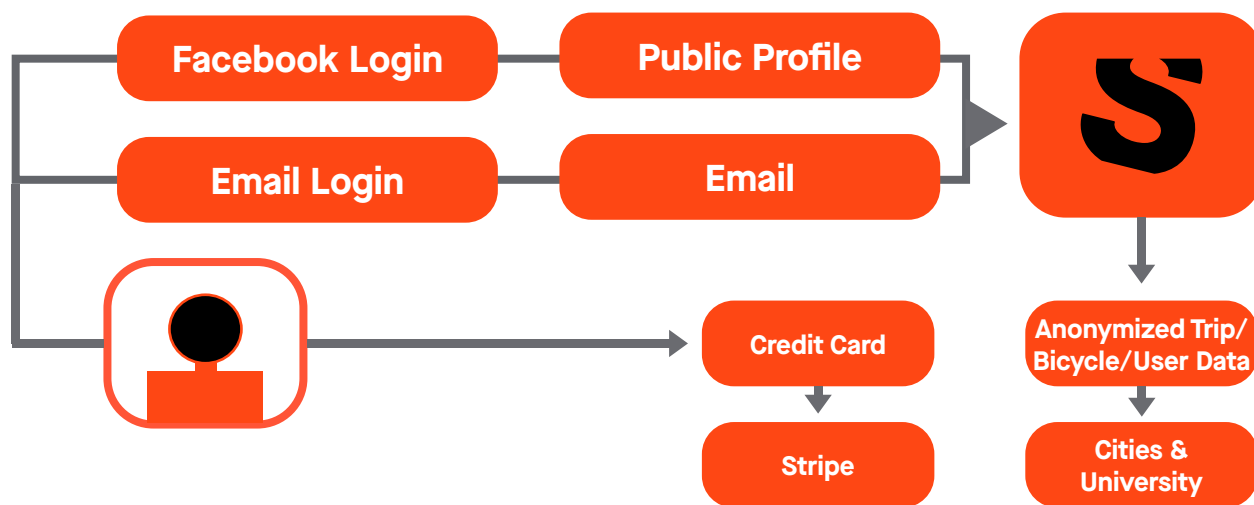


vehicles over time. Spin is fully aware that even with a full transition to electric vans and e-trikes, unnecessary VMT still contributes to congestion. We hope to reduce our operational VMT through Spin Hub installations, Neighborhood Ambassadors, improved parking compliance, and incentivized rebalancing tools and gamification.

### A-D2 Attach the disclosure language to which riders must agree, as described in Requirement DS5.

Spin's disclosure language is included in the Appendices below. Usage data generated by Spin's scooters are collected and stored, including, but not limited to, trip origins and destinations, trip length and route, user sign-ups (i.e. email address associated with their Spin account), sign-ups for Spin Access, parking-rating data, maintenance records, rebalancing records, customer-support records, etc. Spin does not collect or maintain payment information of our users, and we do not sell our data to third parties or send them to foreign entities. Spin's usage data can be made available through a data management and/or visualizer platform, such as those being developed by the nonprofit entity Shared Streets.

Aside from sharing data with our municipal partners, which is done either in real-time through an API or on a monthly basis, data generated by users is only shared with Stripe - Spin's third-party payment processor. The graphic below outlines Spin's data flows, including what data is shared with Stripe. Please refer to the Appendix section for full disclosure language.



#### Spin Data Flow

User can choose to register through Facebook or Email. Only authorized public profile information is stored if they choose to register with Facebook. Data access is SSL encrypted. Credit card information is passed on to a secure 3rd party service, Stripe. All data share with cities and universities are anonymized.

# SPIN



## Appendix

- Appendix G: Vendor Signature Page
- Disclosure Language





## Appendix G: Vendor Signature Page

I, Derrick Ko, declare the following:

1. I am a duly authorized agent of Skinny Labs Inc. dba Spin, a Vendor applying for a permit under the City of Seattle's Free-Floating Scooter Share Program.
2. I have reviewed and understand the Free-Floating Scooter Share Program Permit Requirements for the 2018-2019 Permit Year, including all requirements and appendices.
3. I have the authority to bind the Vendor-applicant to the permit application and to the permit requirements the City established for this program.
4. The Vendor-applicant has complied with all permit requirements in preparing the permit application and all the information in the application is true and complete.
5. The Vendor-applicant shall comply with all permit requirements for the duration of any permit approved under these permit requirements.
6. The Vendor-applicant understands that if the Vendor does not comply with all permit requirements, the City may revoke the permit or take other enforcement actions described in the permit requirements and the Seattle Municipal Code.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

[Signature] 7/23/2020, San Francisco, CA  
Signature Date and Place

State of CALIFORNIA )  
SAN FRANCISCO ) s.s.  
County of SAN FRANCISCO

This is to certify that on this 23<sup>rd</sup> day of JULY 2020,  
before me, the undersigned, a notary public in and for the State of CALIFORNIA, duly commissioned and sworn,  
personally appeared DERRICK KO to me known to be the CEO (title) of the corporation  
or limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be  
their free and voluntary act and deed of said corporation or limited liability company, for the uses and purposes  
therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is  
the corporate seal of said corporation.

WITNESS my hand and official seal, the day and year first above written.

[Signature]  
Notary Public in and for the State of CALIFORNIA





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 07/23/2020  
Date

before me,

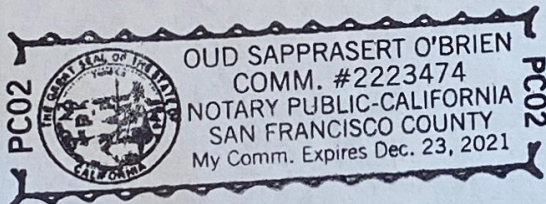
**OULD SAPPRASERT O'BRIEN, NOTARY PUBLIC**

Here Insert Name and Title of the Officer

personally appeared

DERAICK KO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## DISCLOSURE LANGUAGE

Countries/Territories: United States of America

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

**SECTION 10 (ARBITRATION AGREEMENT) OF THESE TERMS CONTAINS AN ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AND SPIN AGREE TO SUBMIT ANY DISPUTE TO BINDING ARBITRATION RATHER THAN PROCEEDING IN COURT, WITH THE EXCEPTION OF CERTAIN SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS NOTED BELOW. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT, YOU WILL BE PERMITTED TO PURSUE CLAIMS OR SEEK RELIEF AGAINST SPIN ONLY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.**

**IN ADDITION, THIS AGREEMENT CONTAINS DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A RELEASE OF LIABILITY (THE "RELEASE OF LIABILITY") MADE AVAILABLE HERE AND INCORPORATED BY REFERENCE INTO THESE TERMS.**

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

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

If these Terms have changed since you last accessed or used the Services, you acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the changed Terms; You represent and warrant that you are at least eighteen (18) years of age and have the right, authority, and capacity to enter into these Terms; and

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

These Terms refer to our privacy policy ("**Privacy Policy**"), hereby incorporated by reference, which also applies to your use of the Services and which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

**Please read these Terms carefully, as they may have changed.** Though your access and use of the Services is governed by the Terms effective at the time, please note that we may revise and update these Terms from time to time in our sole discretion. If we make material changes to these Terms, we will notify you by email or by posting a notice to the Services prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made.

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

## **1. YOUR USE OF THE SPIN SCOOTERS AND OTHER SERVICES**



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

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

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

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

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

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

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

**1.8. You will not race the Spin Scooter or perform stunts with the Spin Scooter.** You represent, warrant, and covenant that you will not race the spin Scooter or perform stunts with the Spin Scooter.

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

**1.10. You will wear proper equipment, including a helmet, while using the Spin Scooter.** You represent, warrant, and covenant that, at all times while using a Spin Scooter, you will wear appropriate equipment, including, without limitation, suitable footwear (e.g., tied sneakers, no sandals) and a helmet that is properly fitted and fastened in accordance with the

manufacturer's instructions and meets CPSC, Snell, or ASTM helmet standards (a "**Helmet**") which can be found [here](#). Notwithstanding the foregoing, Spin does not make any representation, warranty, covenant, or guarantee with respect to the safety, quality, or other characteristics of any Helmet.

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

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

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

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

**1.15. You will use the Spin Scooter in accordance with the "rules of the road."** You represent, warrant, and covenant and that you will obey all street signs, signals, rights-of-way, and markings, that you will use the Spin Scooter



with courtesy and respect towards third parties, and that you will not block sidewalks, access ramps, bus stops, or landscaped areas.

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

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

**1.18. THE FOREGOING LIST IS NOT INTENDED TO BE EXHAUSTIVE AND ANY UNREASONABLE OR INAPPROPRIATE USE OF A SPIN SCOOTER, AS DETERMINED BY SPIN IN ITS SOLE DISCRETION, OR ANY VIOLATION OF APPLICABLE LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WILL BE DEEMED TO BE A VIOLATION OF THESE TERMS. WITHOUT LIMITING THE FOREGOING, THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS ARE CUMULATIVE TO EACH OTHER AND NOT EXCLUSIVE OF EACH OTHER, AND NO REPRESENTATION, WARRANTY, OR COVENANT IN THIS SECTION 1 WILL LIMIT ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT IN THIS SECTION 1 OR THESE TERMS.**

You acknowledge and agree that Spin does not control, and has no right to control, you or other third parties with whom you may come into contact while using the Spin Services, including, without limitation, pedestrians, bikers, other users of Spin Scooters, or other vehicles.

**1.19. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, HARM, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR**

**NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES.**

## **2. RELEASE OF LIABILITY**

**AS A CONDITION OF USING THE SERVICES (INCLUDING, FOR CLARITY AND WITHOUT LIMITATION, ANY SPIN SCOOTER) YOU hereby accept AND AGREE TO the “RELEASE OF LIABILITY,” WHICH CAN BE FOUND [HERE] AND IS HEREBY INCORPORATED BY REFERENCE INTO THESE TERMS, including any defined terms therein.** You represent, warrant, and covenant that you have read, understood, and accept the Release of Liability. You acknowledge and agree that riding a Spin Scooter is an inherently dangerous activity that involves both obvious and non-obvious risks of physical harm, including the risk of death to you and others, as well as damage to property, and that these types of risks can be unforeseeable and sometimes cannot be avoided.

## **3. CREATION OF ACCOUNTS; COMMUNICATIONS WITH YOU**

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

**3.2. Accuracy.** You represent, warrant, and covenant to Spin that all information that you provide about yourself as requested by Spin (before, during, and after the account creation process), including, without limitation, your Number and your Card, is, and will remain during your use of the Services, true, accurate, current, and complete, and that you are authorized to provide all such information and use your Card. You are also solely responsible for all activity that occurs on your account, and you agree to notify

Spin immediately of any suspected unauthorized use to your account. To the maximum extent allowed by law, Spin is not liable for any losses by any party caused by unauthorized use of your account.

**3.3. Confidentiality.** You are solely responsible for maintaining the confidentiality of your log-in credentials in order to use the Services and are fully responsible for all activities that occur through the use of your credentials. You agree to notify Spin immediately of any unauthorized use of your log-in credentials or any other breach of security with respect to your account. Spin will not be liable for any loss or damage arising from unauthorized use of your credentials prior to you notifying Spin of such unauthorized use or loss of your credentials. You understand that your user name and profile picture may be publicly visible and available on the Site and that search engines may index your name and profile photo.

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

**3.5. Termination.** We have the right to disable or close your account if your account is delinquent, if your Card is no longer valid, or at any other time, for any other reason or for no reason, in our sole discretion and without any liability to you. If we terminate your account, you must immediately return any Spin Scooter, or other property of Spin that you have in your possession. You will be charged for the value of any property of Spin that you fail to return as



well as all costs (including attorneys' fees and costs) that Spin incurs in attempting to recover its property from you.

#### **4. FEES AND RESPONSIBILITY FOR COSTS**

**4.1. Fees.** You must pay to Spin all charges and fees in connection with your use of the Services, which may vary based on the Service you have selected and may include, without limitation, rental charges, application fees, service fees and/or other charges set forth in these Terms ("**Fees**"). You must pay all Fees when due. If you dispute any Fees, you must submit any such disputes in writing to Spin within thirty (30) days of Spin charging the Fees. Failure to submit such dispute within the thirty (30) day deadline will mean that you waive the dispute and the charge for such Fees will be final, non-refundable, and non-challengeable.

**4.2. Method of Payment.** You hereby authorize Spin to charge your Card via the App or via another authorized third-party payment processor (e.g., PayPal, Stripe, Square, or others). We may seek pre-authorization of your Card prior to charging Fees in order to verify the Card's validity or the existence of sufficient funds in the account tied to such Card and/or credit on the Card. You must notify us if your Card expires or is no longer valid and must replace it with a valid Card.

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

**4.4. Fines.** You are fully responsible and liable for any Fees that are charged to you by us or a third party in connection with your use of a Spin Scooter or

use of a Spin Scooter under your account credentials, including, but not limited to, traffic violations, late payments, fines, penalties, impounding charges, court costs, and/or any other Fees based on improper parking or a result of your violation of any law, rule, regulation, and/or ordinance when using a Spin Scooter. You agree that Spin may, in its sole discretion, pay any ticket, citation, fine, and/or penalty on your behalf directly to the appropriate authority and bill such payment as a Fee to your account, and you will pay us for such Fees plus a reasonable administrative Fee. In the event we use a third party collection and/or administrative agent to resolve any such tickets, citations, fines and/or penalties, you must pay all costs and collection charges including, without limitation, administrative and legal costs to such agent upon demand without protest.

**4.5. Damages.** You are fully liable for all damages, losses, claims, consequences, demands, causes of action, injuries, costs, and liability in connection with your use of a Spin Scooter or use of a Spin Scooter under your account credentials, including, without limitation, (i) physical or mechanical damage, (ii) loss due to theft, (iii) physical damage resulting from vandalism, (iv) bodily injury to you or a third party, (v) third party claims, (vi) actual charges for towing, storage and/or impound fees paid by Spin, and (vii) administrative charges, including the cost of appraisal and other costs and expenses incident to the damage or loss.

## **5. LIMITATIONS**

**5.1. Limitations on Services.** Spin reserves the right to limit in its sole discretion the provision of the Services to any person, geographic region or jurisdiction. There may be times when we need to disable the Site and/or other Services either temporarily or permanently. The Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability to you. Also, from time to time, we may restrict access to some parts of the Site and/or Services, or the entire Site and/or Services, to users, including registered users. **Without limiting the**

**foregoing, you acknowledge and agree that Spin makes no representation, warranty, covenant, or guarantee that the Services (including, for clarity and without limitation, the Spin Scooters) will be available to you at all or any times, and you further acknowledge and agree that Spin may, in its sole discretion, without notice or liability to you, terminate your right to use the Services (including, for clarity and without limitation, the Spin Scooters).**

**5.2. Electric Vehicle.** The Spin Scooter is an electric vehicle that requires periodic charging. You represent and warrant that you have read and understand that: (i) it is your responsibility to check the level of charge power in the Spin Scooter and to ensure it is adequate before initiating using the Spin Scooter; (ii) the level of charge power in the Spin Scooter at the time you initiate a rental or use of the Spin Scooter is not guaranteed and will vary with each use; (iii) the level of charge power in the Spin Scooter will decrease as you continue to use it, the rate at which it will decrease will vary, and as it decreases, the speed and/or other operational capabilities will decrease or cease in their entirety; (iv) the distance and/or time that you may use the Spin Scooter before it loses charge power is never guaranteed; and (v) the Spin Scooter may run out of charge power and cease to operate at any time during your use of the Spin Scooter, regardless of whether you have reached your desired destination.

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



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

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

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

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

## **6. DISCLAIMERS**

THE SERVICES ARE PROVIDED ON "AS-IS" AND "AS AVAILABLE" basis AND YOU USE THEM SOLELY AT YOUR OWN RISK. SPIN DOES NOT REPRESENT OR WARRANT THE FUNCTIONALITY OF ANY OF THE SERVICES OR THAT ANY SPIN SCOOTER OR ANYTHING RELATING TO YOUR USE OF A SPIN SCOOTER WILL BE IN GOOD REPAIR OR

ERROR-FREE OR FREE FROM DELAYS, DEFECTS, OMISSIONS, INTERRUPTIONS OR INACCURACIES.

Therefore, WITHOUT LIMITING THE RELEASE OF LIABILITY:

to the fullest extent permissible by law, SPIN AND the Released Persons hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to: (I) the Services (including THE USER CONTENT); (II) the functions, features, or any other elements on, or made accessible through, the Services; (III) any instructions offered or referenced at or linked through the Services; (IV) security associated with the transmission of Your User Submissions transmitted to SPIN via the Services; (V) whether the Services or the servers that make the Services available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact Your Device(s)); (VI) whether the information (including any instructions) on the Services is accurate, complete, correct, adequate, useful, timely, or reliable; (VII) whether any defects to or errors on the Services will be repaired or corrected; (VIII) whether Your access to the Services will be uninterrupted; (IX) whether the Services will be available at any particular time or location; and (X) whether Your use of the Services is lawful in any particular jurisdiction; IN NO EVENT SHALL SPIN OR THE RELEASED PERSONS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES OF ANY KIND OR INJURIES ARISING FROM THE SERVICES AND/OR USE OF ANY SPIN SCOOTER ACCESSORIES SUPPLIED BY SPIN (E.G. HELMET, LOCK). THE USER IS RESPONSIBLE FOR THE SAFE USE OF SUCH ACCESSORIES AND MUST CHECK THEIR CONDITION BEFORE EACH USE. IF ANY ACCESSORY IS FOUND NOT BE IN GOOD CONDITION OR WORKING ORDER, USER SHOULD NOT USE SUCH ACCESSORY AND SHOULD PROMPTLY NOTIFY SPIN AND REQUEST A REPLACEMENT; AND **YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, NEITHER SPIN NOR ANY**

**OTHER RELEASED PERSONS ARE RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, (C) YOUR BREACH OF THESE TERMS AND/OR YOUR VIOLATION OF ANY LAW, RULE, REGULATION, AND/OR ORDINANCE, INCLUDING RIDING ON SIDEWALKS AND/OR PARKING, (D) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION AND/OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A SNELL-, CPSC-, ANSI- OR ASTM- APPROVED HELMET THAT HAS BEEN PROPERLY SIZED, FITTED AND FASTENED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS WHILE USING ANY PRODUCT, AND/OR (F) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION OR INACTION OF ANY THIRD PARTY.**

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

## **7. INTELLECTUAL PROPERTY**

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



moral rights, know-how, trade secrets, software and database rights ((i) through (vii), collectively, "**IP Rights**"), any and all applications, registrations, renewals, or derivatives in connection with the foregoing IP rights, all rights to obtain, register, perfect and enforce these IP Rights throughout the world, and any and all actions and rights to sue at law or in equity for any past or future infringement or other impairment of the foregoing IP Rights.

**7.2. Limited License.** Except as expressly provided herein, we do not grant any express or implied proprietary rights to IP Rights. Subject to your compliance with these Terms and any other terms communicated in connection with specific Spin Content, we grant you a non-exclusive, non-transferable, limited right to access, view, use, display and listen to Spin Content for your personal, non-commercial use only. You agree not to dispute our claims of ownership or validity of our IP Rights. You may not, nor allow third parties to: (i) use the Services or Spin Content for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with the proper functioning or others' use of the Services or Spin Content, or violates any other person's rights; (ii) use any data mining, robots, or similar automated tools for data gathering, extraction, or accessing the Services or Spin Content, create a database, download or store any Spin Content other than as licensed above, link or frame the Services or Spin Content, extract or derive any source code or structure of any part of the Services or Spin Content by reverse engineering, disassembly, decompilation or any other means; (iii) abuse or do anything to damage our or our service providers' business operations, services, reputation, employees or facilities; (iv) use the Services or Spin Content except as expressly authorized by us; (v) resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works of the Services or Spin Content or any software used on or for the Services or Spin Content; (vi) modify, disassemble or tamper with any hardware that interfaces with the Services or Spin Content; (vii) interfere with or disrupt the Services or the servers or networks connected to the Services, including the Site and the App; (viii) email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any Spin

computer software or hardware or telecommunications equipment; (ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Services (either directly or indirectly through use of third party software); (x) “frame” or “mirror” any part of the Services or Spin Content; (xi) use meta tags or code or other devices containing any reference to Spin, the Services (or any Spin Marks) to direct any person to any other website for any purpose; (xii) post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any Spin Content other than solely in connection with your use of the Service in accordance with this Agreement; (xiii) undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Services, or that is intended to promote or has the effect of engaging in illegal activities, fraud, or that is defamatory, libelous or otherwise objectionable; (xiv) directly or indirectly promote racism, bigotry, hatred or physical harm of any kind against any group or individual; (xv) directly or indirectly request money from, or otherwise defraud, other users; (xvi) engage in any conduct that involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming” (or “spimming”, “phishing”, “trolling” or similar activities) to Spin or Spin users; (xvii) take video, audio, photographs, or images of another Spin user without his or her permission (or in the case of a minor, the minor’s legal guardian); (xviii) take any action that may undermine the efficacy or accuracy of reviews or ratings systems maintained by Spin; (xix) post instructional information about illegal activities including how to damage Spin property or Spin Scooters or the property of other Spin users; (xx) provide information or data you do not have a right to make available under law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information); (xxi) solicit passwords or personal identifying information for commercial, fraudulent or unlawful purposes from other users or disseminate another person’s personal information without his or her permission; or (xxii) publicize or promote commercial activities and/or sales such as contests, sweepstakes, barter, advertising, and pyramid schemes, without our prior written consent.

**7.3. User Content.** You may submit text, images, photos, audio, video, data, and/or communication (collectively, "**User Content**") through the Services. Please do not submit new or confidential ideas through the Services. By providing User Content, you irrevocably: (i) grant to Spin a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, publicly display, distribute, translate and create compilations and derivative works from, or otherwise use, any and all User Content (in any format or media) that you post on, upload or otherwise submit to or through, the Services; and (ii) waive all moral rights in and to all User Content that you post on, upload or otherwise submit to or through, the Services in favor of Spin and anyone authorized by Spin to reproduce or otherwise use such materials. For greater certainty and the avoidance of any doubt, this means that, among other things, Spin has the right to use any and all User Content and ideas you submit in any manner without any further notice or obligation to you whatsoever. None of the User Content you post on, upload or otherwise submit to or through, the Services will be deemed confidential. The Service may allow you to communicate with us through the App. Should you choose to communicate with us, you consent to being contacted in the manner requested.

**7.4. Restrictions.** We are not responsible or liable to you or any third-party for the content or accuracy of any User Content any other text, images, photos, audio, video, data, and/or communication ("**Third-Party Content**"). You understand that when using the Services, you will be exposed to Third-Party Content from a variety of sources, and that Spin is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third-Party Content, and that such Third-Party Content is not the responsibility of Spin. You understand and acknowledge that you alone are responsible for User Content, and you, not Spin, assume all risks associated with User Content, including anyone's reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in User Content that makes you or anyone else personally identifiable. You represent and warrant that you own or have the necessary rights, consents, and



permissions to use and authorize the use of User Content as described herein. You may not imply that User Content is in any way sponsored or endorsed by Spin. We cannot review everything that is posted to the Services in advance, any text, images, photos, audio, video, data, and/or communication and/or opinions uploaded, expressed, or submitted to the Services, and all such text, images, photos, audio, video, data, and/or communication other than the Spin Content officially provided by Spin, are solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of Spin. We do not endorse any such text, images, photos, audio, video, data, and/or other communication submitted to the Services by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and we expressly disclaims any and all liability in connection with such text, images, photos, audio, video, data, and/or other communication submitted to the Services.

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

**7.6. DMCA.** We do not permit copyright infringing activities and infringement of intellectual property rights on Services, and we will remove any User Content if properly notified that such User Content infringes on another's intellectual property rights. We reserve the right to remove User Content without prior notice. We will terminate your access to the Services if, under appropriate circumstances, you are determined to be a repeat infringer. In accordance with the Digital Millennium Copyright Act ("**DMCA**"), if you believe your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information to our Designated DMCA Agent identified below: (i) an electronic or physical signature of the person authorized to act on behalf of

the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a description of where the material that you claim is infringing is located on the Site and/or Services; (iv) your address, telephone number, and email address; (v) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and/or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf. Our Designated DMCA Agent is:

DMCA Agent

450 Mission Street, Ste 400

San Francisco, CA 94105

hello@spin.pm

## **8. TERMINATION**

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

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

## **9. INDEMNIFICATION**

Without limiting the Release of Liability, you agree to defend, indemnify, and hold harmless the Released Persons from and against any and all

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

## **10. ARBITRATION AGREEMENT**

**THE TERMS OF THIS SECTION 10 (ARBITRATION AGREEMENT) (the "Arbitration Agreement") PROVIDE THAT YOU, SPIN AND SPIN AGREE TO SUBMIT ANY AND ALL DISPUTES (EXCLUDING SPECIFIED INTELLECTUAL PROPERTY CLAIMS AND SMALL CLAIMS, AS DESCRIBED BELOW) ARISING UNDER THESE TERMS, OR OTHERWISE IN CONNECTION WITH THE SERVICE, TO BINDING ARBITRATION**

**RATHER THAN PROCEEDING IN COURT. THIS ARBITRATION AGREEMENT ALSO LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. IN PARTICULAR, YOU AND SPIN EACH 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 OR AS AN ASSOCIATION.**

**Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other Party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated.**

**PLEASE REVIEW THIS ARBITRATION AGREEMENT CAREFULLY. BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS SET FORTH HEREIN.**

**10.1. Definitions.** For purposes of this Section 10 (Arbitration Agreement):

**10.1.1. “Party”** shall mean either Spin or You, as these terms are defined below.

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

**10.1.3. “You”** shall include yourself and any authorized or unauthorized users or occupants of the Spin Scooter, and/or your or their beneficiaries.



**10.2. AGREEMENT TO ARBITRATE:** Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a “Claim”) in front of one or more neutral individuals instead of filing a lawsuit in court and having a trial in front of a judge or jury. Arbitration procedures are generally simpler than the rules that apply in court. The arbitrator’s decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator’s decision will be final and binding. By signing this contract, You and We agree that all Claims that in any way relate to, or arise out of, this contract or any related transaction or relationship (including with the dealer) or your purchase, lease, or use of your vehicle or any services offered, sold, or purchased in connection with your vehicle shall be resolved exclusively through final and binding arbitration. Claims arising out of or relating to the validity, application, scope, enforceability, or interpretation of the Arbitration Agreement shall also be decided by an arbitrator.

**10.3. MUTUALITY:** Having chosen to use a Spin Scooter or Service, You recognize that the price and availability of the Service are favorably affected by Your agreement to arbitrate. Further, arbitration is for the mutual benefit of all Parties.

**10.4. CLASS OR COLLECTIVE ACTIONS:** Each Party may bring Claims against the other only on an individual basis and not as a plaintiff or class member in a class, representative, or private attorney general action. The arbitrator may not preside over any consolidated, representative, class, or private attorney general action involving You and Us. The arbitrator may award relief only in favor of You or Us and only to the extent necessary to provide relief necessitated by the Claims brought by You or Us.

**10.5. RIGHTS YOU AND WE AGREE TO GIVE UP:** By agreeing to arbitrate, You and We agree to waive the following rights:

**10.5.1. RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**  
(EXCEPT TO THE EXTENT DESCRIBED IN THE PARAGRAPH ENTITLED “RIGHTS YOU AND WE DO NOT GIVE UP”)

**10.5.2. RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION**

**10.5.3. RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**  
(EXCEPT TO THE EXTENT DESCRIBED IN THE PARAGRAPH ENTITLED "RIGHTS YOU AND WE DO NOT GIVE UP")

**10.5.4. RIGHT TO PURSUE REMEDIES AND CLAIMS NOT PROVIDED FOR UNDER MICHIGAN LAW AND OTHER RIGHTS THAT ARE AVAILABLE IN A COURT**

**10.6. RIGHTS YOU AND WE DO NOT GIVE UP:** Neither Party waives the right to: 1) file bankruptcy in court; 2) enforce a security interest in the vehicle by repossession or in court; 3) take legal action in court to enforce the arbitrator's decision; 4) request that a court review whether the arbitrator exceeded the authority granted by this Agreement; 5) seek remedies in court to protect intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights); 6) seek remedies in small claims court for Claims within that court's jurisdiction; and 7) claims and remedies provided for under the Magnusen-Moss Act.

**10.7. APPLICABLE LAW AND DAMAGES:** Michigan law applies, including warranty law. You and We agree to waive any challenges to the application of Michigan law. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity so long as they are based on evidence of actual damages You have sustained. You and We agree that You are not entitled to relief for harm caused to others and are not entitled to punitive damages intended to punish and deter Us. You and We agree that you are not entitled to incidental, indirect or consequential damages, even if available outside this agreement under state warranty or lemon law.

**10.8. DISCOVERY:** You and We agree that discovery shall be adequate and shall not exceed the scope contemplated by the Federal Rules of Civil Procedure, with discovery to be cost effective and proportionate to the amount in dispute. Discovery that can be responded to within twenty hours of work

shall be performed at the cost of the responding Party. Any further discovery will be at the expense of the requesting Party. In any arbitration in which You or We contend that recovery, if granted, would exceed \$50,000, the arbitrator must apply the Federal Rules of Civil Procedure.

**10.9. Federal Arbitration Act:** You and We agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“**FAA**”) will govern. The Parties intend for this agreement and the FAA shall preempt all conflicting state laws including California Song-Beverly and California Legal Remedies Act and California Unfair Business Practices Act. Any state laws that seek to prevent, through an anti-waiver clause or otherwise, the freedom of Parties to agree to arbitrate a Claim otherwise captured by this Agreement, including those not contemplated by the parties at the time of contract, and including the measure of damages and remedies available under state law, conflicts with this Agreement and is preempted by the FAA. If the FAA is found to not decide any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the State of Michigan.

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

**10.11. ADDITIONAL TERMS APPLICABLE TO THE ARBITRATION AGREEMENT:** Unless otherwise agreed, the American Arbitration Association (“AAA”), 1-800-778-7879 ([www.adr.org](http://www.adr.org)) shall conduct the arbitration. The applicable AAA Rules are those in place at the time of the first

retail sale of the vehicle. The process shall include the appointment of a neutral arbitrator. If there is a conflict between AAA's Rules and this contract, this contract shall govern. The arbitration decision shall be in writing with a supporting opinion.

We will pay Your reasonable total arbitration filing, administration, service, case management, arbitrator, and hearing fees unless the arbitrator determines that your Claim is frivolous. Each Party shall be responsible for its own attorney, expert, and other fees.

For all claims of \$50,000 or less, You can choose whether the arbitration occurs in person, by telephone, or based on written submissions. If you choose in-person, then the arbitration will occur in the county of your primary residence unless You and We agree differently.

For all claims of more than \$50,000, the arbitration will occur in either the capital city or largest city of the state of your primary residence.

We forfeit any ability to seek reimbursement of our costs. Likewise, We will not seek attorneys' fees from You. But if You receive an arbitration award that is more than 25% greater than the last settlement offer from Us, then We will pay You \$5,000 in addition to the award.

Any portion of this Arbitration Agreement that is unenforceable shall be severed, and the remaining portions shall be enforced. But if the waiver of class action rights is deemed unenforceable in connection with a Claim involving class allegations, the entire Arbitration Agreement shall be unenforceable.

If multiple Claims are asserted in one action and one or more of those Claims would not be subject to arbitration, You and We agree that the Claims that would not be subject to arbitration must be stayed until all Claims that are subject to arbitration have been resolved. You and We also agree that if Claims are asserted against multiple parties, some of whom are not required



to arbitrate, the Claims subject to arbitration must be severed. This Agreement is confidential, although the existence of the claims is not.

**10.12. Notice of Arbitration.** Our goal is to resolve claims fairly and expeditiously. Accordingly, for any Dispute that you have against Spin, you agree to first contact Spin and attempt to resolve the claim informally by sending a written notice of your claim ("**Notice**") to Spin. The Notice to Spin must be sent by certified mail addressed to:

**Skinny Labs Inc. dba Spin**

**450 Mission Street**

**Suite 400**

**San Francisco, CA 94105**

The Notice must (i) include your name, residence address, and the email address and/or mobile telephone number associated with your account, (ii) describe the nature and basis of the Dispute; and (iii) set forth the specific relief sought. If you and Spin cannot reach an agreement to resolve the Dispute within 30 days after such Notice is received, then either Party may, as appropriate in accordance with this Section 10 (Arbitration Agreement), commence an arbitration proceeding or file a claim in court. You and Spin agree that any Dispute must be commenced or filed within one year after such claim arose; otherwise, the Dispute is permanently barred

**10.13. Opting Out of the Arbitration Agreement.** You may opt out within 30 days after signing this Arbitration Agreement stating your name and intent to opt out of the arbitration provision by sending a certified letter to:

**Skinny Labs Inc. dba Spin**

**450 Mission Street**

**Suite 400**

San Francisco, CA 94105

## **11. MISCELLANEOUS**

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

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

**11.3. Promotional Offers.** From time to time, Spin may offer promotional discounts or credits (“**Promotional Credits**”) to users. Spin reserves the right to withhold or deduct Promotional Credits in the event that Spin determines or believes that the receipt of the Promotional Credit was in error, fraudulent, illegal, or in violation of our rules or any other applicable agreement between you and Spin, as determined in Spin's sole discretion. Each of these Promotions will have their own rules and terms that you should review. Those terms will apply in addition to these Terms. We are not required to give, and

you are not required to accept, any offers we may promote through the Services. Offers are not transferable, redeemable or exchangeable for other things of value, except at our sole discretion. If you accept any offer, you may have to sign a declaration of eligibility and liability release, or sign other paperwork in order to receive the offer. Some offers may be subject to taxes and other charges or restrictions which will be disclosed before you accept the offer. If you accept an offer you also assume all liability associated with that offer.

**11.4. Governing Law and Venue.** These Terms will be governed by the internal laws of the State of Michigan, without regard to its choice or conflicts of laws provisions. Any dispute that arises out of or relates to these Terms or the breach thereof that is not governed by the mandatory arbitration agreement set forth in Section 10, above, shall be governed by the law of the State of Michigan without regard to or application of choice of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts in Michigan for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. For any action not subject to mandatory arbitration pursuant to Section 10 above, the prevailing party to such dispute shall be entitled to recover its reasonable costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

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

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

**11.7. Force Majeure.** Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the

party's reasonable control, including, a significant failure of the Internet, fire, flood, acts of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, or civil or military authority.

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

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

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

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

## **RELEASE OF LIABILITY**

You acknowledge that use of Spin's vehicle or other transportation device, including but not limited to, bicycles, electric bicycles, electric kick scooters (collectively "**Spin Scooter**"), as well as any other equipment, product or services that relate to or concern the rental or use of a Spin Bike is an inherently dangerous recreational activity. You, on behalf of yourself, your family, your heirs, your agents, your affiliates, your representatives, your successors, your guardians and your assigns (collectively the "Releasing Parties"), agree to indemnify, hold harmless, and forever release and discharge the Released Persons (as defined below) from any and all injuries, demands, losses, damages, costs, loss of service, expenses, compensation,



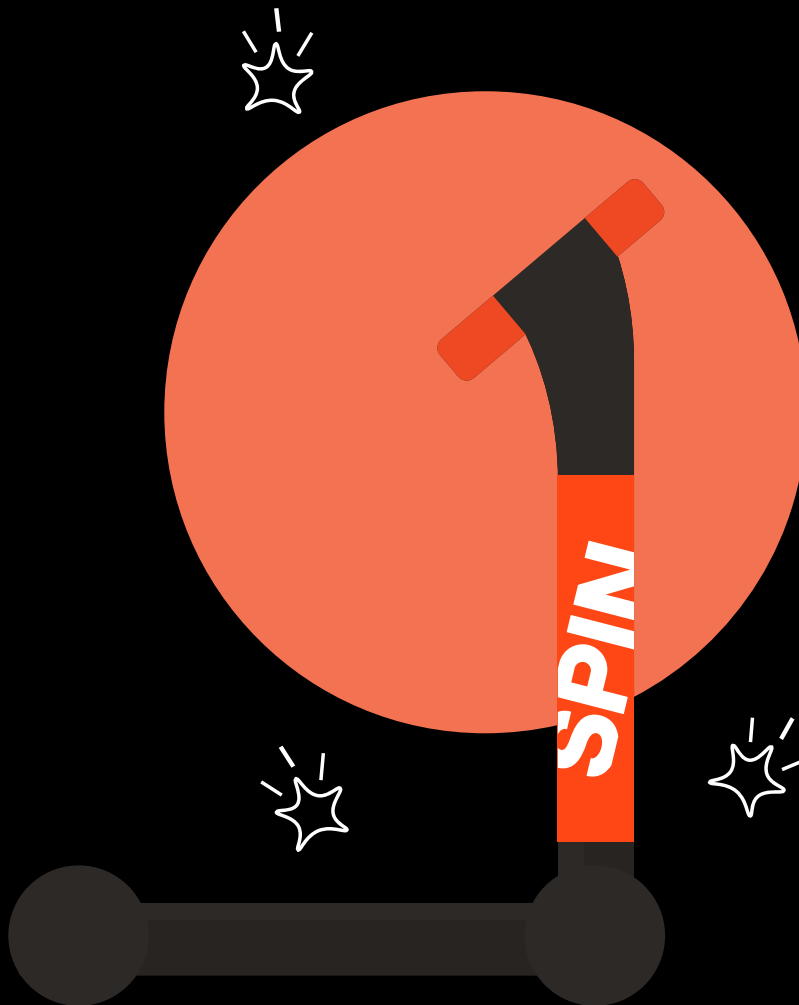
claims, suits, causes of action, obligations, rights, and liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, including but not limited to, property loss or damage, personal injury or loss of life, regardless of legal theory, that: (a) relate to, are based on, concern, or arise out of your use of a Spin Scooter, any Spin Service, the Spin website, and/or any of the equipment that Spin provides to You (collectively the "Released Claims"). "Released Persons" as used herein means (i) Ford Motor Company ("Ford"), (ii) Skinny Labs Inc., d/b/a Spin ("Spin"), and (iii) to the fullest extent permitted by law, any (x) governmental entity (including, without limitation, any state, commonwealth, city, town, township, charter township, special district, village, borough, other municipal corporations, and unincorporated communities or jurisdictions) and (y) educational institution (including, without limitation, public and private universities and colleges, high schools, secondary schools, and primary schools) (each of (x) and (y), a "Municipality") with which Spin has contracted or at which Spin is providing Services, and each of Ford's, Spin's, and Municipality's respective current and former parents, subsidiaries, divisions, and current and former affiliated individuals and entities, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), assigns, joint venturers, and each and all of their respective officers, investors, partners, directors, elected officials, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers. This Release is intended to be a general and complete release of all Claims and all Released Persons may plead the existence of this Release as a full and complete defense to any Claim.

You hereby acknowledge that you have been advised of and fully understand the provisions of California Civil Code Section 1542 which provides as follows:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**

**DEBTOR OR RELEASED PARTY.”** Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Claims known or unknown, suspected or unsuspected, heretofore arising from the use of Spin Scooters, equipment and anything relating to such use, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

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



## Contact

Tim Alborg  
Head of Government  
Partnerships - West

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770-595-0190

