

Bike Share Connect Bike Share Rental Agreement & Waiver

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE RENTING OR USING A BICYCLE ("BIKE") FROM CYCLEHOP, LLC, CYCLEHOP WEST SIDE, LLC, OR ANY OF THEIR AFFILIATES (COLLECTIVELY, "CYCLEHOP"), THE CITY OF SANTA MONICA ("SM"), THE CITY OF BEVERLY HILLS ("BH"), THE CITY OF WEST HOLLYWOOD ("WEHO"), AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS LOS ANGELES CAMPUS ("UCLA"), AS OPERATORS OF THE BIKE SHARE CONNECT REGIONAL BIKE SHARE SYSTEM ("BIKE SHARE PROGRAM"). CYCLEHOP, SM, BH, WEHO AND UCLA ARE JOINTLY REFERENCED HEREIN AS THE "OPERATORS" AND ARE EACH AN "OPERATOR." BY RENTING OR USING A BIKE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN, INCLUDING, BUT NOT LIMITED TO, THE WAIVERS, RELEASES AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF USE, YOU ARE NOT PERMITTED TO RENT OR USE A BIKE FROM THE OPERATORS OR ITS AFFILIATES.

PARTIES, CONSIDERATION AND BIKE SHARE PROGRAM DESCRIPTION

1. AGREEMENT. These Bicycle Rental Terms and Conditions of Use (this "Agreement") are between you ("You" or "Rider") and the Operators.

1.1. CONSIDERATION: In consideration of the Operators renting a Bike to Rider, Rider agrees to the terms and conditions of this Agreement.

1.2. EQUIPMENT. The Operators maintain a regional network of hub stations ("Stations") where Bikes are docked at Bike racks ("Rack") using an electronically controlled lock ("Lock"). Kiosks are located at some Stations for renting Bikes. Bikes are equipped with global positioning system devices. All of the foregoing equipment and other equipment located at a Station or that consists of any Bike, in whole or part, shall be referred to as "Operator Equipment."

1.3. HOW IT WORKS.

(1) Purchase a membership online at breezebikeshare.com, beverlyhillsbikeshare.com, wehopedals.com, bruinbikeshare.com or bikeshareconnect.com, from a self-service kiosk located at a Station, or from the Social Bicycles smart phone app.

(2) Once Rider purchases a membership, Rider can access a bicycle in one of the following ways: sign into your account at breezebikeshare.com, beverlyhillsbikeshare.com, wehopedals.com, bruinbikeshare.com or bikeshareconnect.com and reserve a bicycle for up to ten (10) minutes, or use the Social Bicycles app to locate an available bike and reserve the bicycle for up to ten (10) minutes, or by walking up to a bike and entering your account number and PIN using the keypad on-board the bicycle located on the bicycle rear rack. Please note that when using the reservation feature you will only have ten (10) minutes from the time you reserved the bicycle to the time you unlock the bicycle.

(3) The Lock must be holstered properly on the rear rack during Bike use, and used to lock the Bike whenever the Bike is not in use, including at locations other than a Rack at a designated Station. Rider's period of Bike rental begins either when the Bike is unlocked or at the time the Rider reserves a Bike with the mobile app or on the website. The Rental Period ends when the Bike is locked at a designated Station or at any other public bike rack using the gray or yellow Lock bar ("Rental Period"). Rider must wait for verification, on the Bike screen, indicating the Rental Period has ended. Additional fees will apply if the Bike is not returned and locked to a designated Station. Rental Periods will be rounded up and then prorated to the next highest minute.

1.4. BOUNDARIES. Bikes may not be left outside of the boundaries posted at each Station (“Program Area”), shown on the mobile app, and visible on the program website breezebikeshare.com, beverlyhillsbikeshare.com, wehopedals.com, bruinbikeshare.com or bikeshareconnect.com. Locking the Bike at a designated Station constitutes expiration of the Rental Period and a \$20.00 fee will be charged to Rider’s account each time the Bike is locked outside the Program Area boundaries.

2. BICYCLE RENTAL PLANS AND FEES

2.1. RENTAL PLANS. You may purchase from the Operators Pay As You Go, Monthly, or Annual plans. The Pay As You Go plan requires a minimum purchase of \$7.00 to activate an account, minutes are purchased in advance and the balance of available time is reduced when used. Unused minutes do not expire. Rider is charged by the minute from the time the Bike is unlocked to the time the Rider ends a ride.

Monthly and Annual plans entitle Rider to a fixed amount of “Daily Riding Time” defined as the number of minutes included with your plan each day, or as Bike use per day. The plans includes 90 minutes of Bike use per calendar day, which may be used in one trip or in multiple trips. There will be no rollover credit. Riding minutes in excess of plan minutes will be rounded to the next highest minute and prorated at the Pay As You Go rate (\$0.12 per minute).

- “Pay As You Go” plan \$7.00 per hour (1 hour minimum purchase required upon account set up)
- Monthly Plan \$25.00 billed monthly. (90 minutes daily riding time)
- Annual \$99 billed annually. (90 minutes daily riding time)
- Monthly \$25.00 billed monthly. (90 minutes daily riding time)
- Academic \$7.00 billed monthly. (90 minutes daily riding time). Must have a valid .edu email address.
- UCLA Affiliate Annual \$72 billed yearly for a yearlong commitment (90 minutes daily riding time). Must have a valid ucla.edu email address.
- Low Income Bike Share for All Plan (90 minutes daily riding time) riders will be charged \$5/per month. Verification of enrollment in the California Department of Social Services assistance program(s) is required. Membership will be pending until verification is confirmed by Customer Service. Customer service can be reached by phone at: (310) 828 – 2525, (323) 302 – 8130, (323) 900 -0669, (855) 206 - 2453.

In addition, the following applies to the rental plans:

- Monthly and Annual Plans can be set to auto-renew. Monthly plans set to auto-renew will charge the rider every 30 days until the membership is canceled by Rider. Annual plans set to auto-renew will charge the rider yearly until the membership is canceled by Rider. To cancel your membership or change your auto-renewal settings, login to your account at breezebikeshare.com, beverlyhillsbikeshare.com, wehopedals.com, bruinbikeshare.com or bikeshareconnect.com.
- Overage fees for the Member plans will be charged on the 1st day of each month for the previous month.
- Overage fees for the Pay As You Go Plan will be charged to Rider within 7 days of initial use.

2.2. OVERAGE FEES. Riders with membership plans shall be responsible to pay any additional time beyond the time to which they are entitled in their chosen plan on any given day. Rider agrees to pay the Operators for any additional time beyond the allocated use time at a rate of \$7.00 per additional hour prorated by the minute.

2.3. MAXIMUM RENTAL TIME. If a Bike is not locked within 12 hours of the start of Rider's Rental Period, the Operators may deem the Bike to be stolen and charge Rider the amount of \$2,000.00.

2.4. FEE FOR NOT RETURNING (OR RETURNING) A BIKE TO A BIKE SHARE CONNECT STATION. Each time a Rider does not return a Bike to a designated Station or drop zone the Operators shall charge the Rider a \$2.00 fee. Each time Rider begins his or her Rental Period with a Bike that is not in a Bike Share Connect Station, but returns that Bike to a Bike Share Connect Station, the Rider shall receive a \$1.00 credit to Rider's account.

2.5. OUT OF PROGRAM AREA FEE. The Operators shall charge Rider a \$20.00 fee for each time Rider ends a ride outside of the defined Program Area.

2.6. REPAIR FEE. If a Bike is damaged during Rider's use of the Bike, beyond regular wear and tear, as a result of negligent or intentional conduct on the part of Rider, Rider shall be charged a fee that is equal to the cost of repairing such damage.

2.7. STOLEN BIKE FEE. If Rider leaves a Bike unlocked, free-locked (meaning the Bike is locked to itself) or unattended and it is stolen, the Operators shall charge Rider a replacement cost equal to \$2,000.00.

2.8. VIOLATIONS. Rider shall be completely responsible, and shall indemnify the Operators for any tickets or fees assessed against the Bike or the Operators during Rider's Rental Period or as a result of the location where Rider parked the Bike. Rider is responsible for all tickets and moving violations incurred during the Rental Period. Rider agrees to reimburse the Operators for any costs, expenses and/or attorney's fees for processing, pursuing and/or defending any such claims.

2.9. CREDIT CARD OR DEBIT CARD. Rider must provide an Operator a valid credit or debit card number and expiration date before being registered to use a Bike. Rider represents and warrants to the Operators that Rider is authorized to use the credit or debit card information provided. Rider authorizes the Operators to charge the credit or debit card for which information is provided for all fees incurred by Rider under this Agreement, and all applicable sales taxes and other local government charges which may be charged and collected by the Operators. In the event Rider's payment method on file with an Operator is declined for any reason, the Operators may suspend Rider's rental plan and ability to use any Bikes until all of Rider's prior charges are paid in full and charge Rider a \$5.00 reinstatement fee.

2.10. RENTAL OF MULTIPLE BICYCLES. Subject to program requirements and availability, a Rider who purchases a membership may rent up to 6 [six] Bikes at the same time on one account. If a Rider elects to rent multiple Bikes at the same time, Rider agrees to rent the first Bike for Rider's own use and to make subsequent Bikes available to additional riders. If a Rider elects to rent multiple bikes, the first bike will utilize the Rider's subscription minutes and additional bikes will be billed to the Rider's account at the Pay As You Go rate of \$7 per hour. Prior to riding, the additional rider renting a Bike under Rider's account will need to review and accept this Agreement on the Bike's keypad. Rider further acknowledges and agrees that (a) Rider shall be responsible for each Bike rented under Rider's account, (b) Rider shall be responsible for ensuring that any individual operating or using a Bike rented under Rider's account shall read and comply with this Agreement, and (c) Rider is fully and completely responsible and liable for all Claims (as defined in Section 5, below) arising from or related to another individual's use of a Bike rented under Rider's account.

In the event that Rider is renting multiple bicycles and one or more of the riders will be under eighteen (18) years of age, Rider agrees to the following:

YOU HEREBY AFFIRM THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF THE RIDER, WHO IS 16 YEARS OF AGE OR OLDER; YOU ARE AT LEAST 18 YEARS OF AGE; YOU HAVE THE LEGAL AND MENTAL CAPACITY TO ENTER INTO THIS AGREEMENT; YOU HAVE READ AND AGREED TO THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY ACCEPT ITS TERMS ON BEHALF OF THE MINOR MEMBER; AND YOU AUTHORIZE THE USE OF THE SERVICES BY THE MINOR MEMBER.

3.RESTRICTIONS AND OTHER TERMS AND CONDITIONS OF BIKE USE

3.1. REPRESENTATIONS AND WARRANTIES. As a condition precedent to the Operators' agreement to allow Rider to participate in the Bike Share Program and to rent a Bike, Rider represents and warrants to the Operators that:

- Rider meets the minimum age requirements: (1) is 18 years of age or older to check out a Bike with a credit card; and (2) is 16 years of age or older to ride.
- Rider is experienced and familiar with the safe and competent operation of a bicycle, and that he/she is physically and mentally fit to ride the Bike.
- Rider is familiar with all applicable local, state, and county rules, regulations, codes and laws that relate to the safe and legal operation of a bicycle.

3.2. ACKNOWLEDGEMENTS AND AGREEMENTS. As a condition precedent to the Operators' agreement to allow Rider to participate in the Bike Share Program and to rent a Bike, Rider acknowledges and agrees as follows:

- Rider is fully aware that riding a bicycle on streets poses a risk of accident due to motorists, pedestrians, and road conditions, and rider must keep a proper lookout to avoid such accidents.
- Rider is fully trained and capable of operating and riding a Bike and is not relying on the Operators to learn how to operate or ride a Bike.
- Failure to use a helmet and protective gear or to use the bicycle in a careful and reasonably competent manner may result in bodily injury or death.
- Rider is solely responsible for obtaining and using a helmet and protective gear.
- Riders under the age of 18 are required to wear a helmet pursuant to California Vehicle Code § 21212(a).
- Rider is solely responsible for operating and riding a Bike in a careful and reasonably competent manner.
- A helmet and protective gear, even when used, does not eliminate the risk of bodily injury in the event of an accident.
- All Bikes are and shall remain the exclusive property of the Operators at all times.
- Rider is solely responsible for any moving violations and/or fines incurred by Rider while using the Bike, including any fees for parking the Bike in prohibited locations.
- The Operators are not obligated to provide insurance of any kind related to Rider or Rider's use of the Bike, and in the event that an Operator, at its option, carries insurance, Rider shall remain liable for any liability, property damage, personal injury, injury to others, damages, penalties, fines, losses, and/or expenses of any kind whatsoever.
- If Rider causes damage to property or injury to another party while operating or in possession of the Bike, Rider is solely liable for such damage or injury. Rider agrees to defend and hold harmless the Operators from any and all losses, liabilities, claims, causes of action, costs, fees, penalties or the like arising from Rider's use or possession of the Bike.
- Rider shall return the Bike to the Operators in the same condition as when received.
- Rider is liable for any and all damages resulting from improper use or abuse of the Bike and the cost of such damages.

- The Operators provide Bikes as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Bike on their own and who have agreed to all terms and conditions of this Agreement.

3.3. REQUIREMENTS. As a condition precedent to the Operators' agreement to allow Rider to participate in the Bike Share Program and to rent a Bike, Rider shall do the following during any use of a Bike ("Use Requirements"):

- Carefully inspect the Bike that Rider wishes to rent prior to use to ensure the Bike is good operating condition.
- Test the Bike's operating components before proceeding with the intended use, including, but not limited to the brakes, tires, gears, pedals, lights, frame and saddle.
- Promptly notify the Operators' customer service of any defect, malfunction or needed repair to a Bike.
- Adjust saddle to proper height prior to operating the Bike.
- Adjust Bike riding behavior for safe operation according to weather conditions.
- Adjust Bike riding behavior so that it is that of a reasonably experienced and prudent bike rider.
- Contact the Operator of the Station where you rented the Bike and local Police immediately in the event of theft of the Bike or an accident that occurred during Rider's use of the Bike resulting in bodily injury.

3.4. RESTRICTED USES. Rider shall not do any of the following acts ("Restricted Uses"):

- Use any Bike if Rider is younger than 16 years of age.
- Use any Bike if Rider is not physically and mentally fit to ride the Bike or otherwise unable to operate the Bike in a safe condition with regards to the health and safety on the Rider as well as other third parties.
- Operate a Bike while carrying any item that impedes Rider's ability to safely operate the Bike.
- Operate a Bike while under the influence of alcohol, drugs, or any other substance that impair Rider's ability to safely operate the Bike.
- Use any cell phone or mobile electronic device, including, but not limited to, for the purposes of phone calls, text messages, music or any other use that distracts Rider from the safe operation of the Bike.
- Allow any other person to use the Bike or allow more than one person to be carried on the Bike.
- Overfill the Bike basket or place objects weighing in total more 20 pounds in the Bike basket.
- Violate any applicable federal, state, or local law.
- Operate or use a Bike in any manner during adverse weather conditions, including but not limited to: hail, dust storms, fog, heavy rains, or lightning storms.
- Ride or operate a Bike that has any defect, fails to operate as a properly functioning bicycle or that is in need of repair.
- Continue using the Bike if it, or any component of it, should become defective or malfunction.
- Use the Bike for racing, trick riding, jumping, stunt riding and/or, off-road riding.
- Use the Bike for any commercial purposes.
- Tow, pull, carry or push any person or object with a Bike.
- Remove or modify any accessories, parts or components of any Bike.
- Ride the Bike without paying applicable user fees at the time they become due.

4.SERVICE LIMITATIONS.

Rider acknowledges and agrees that from and after the date that the Operators makes Bikes available to the public for rental, the Operators may suspend all or part of its Bike Share Program at any time, may relocate Stations, reduce the number of Bikes available for rent and otherwise operate its Bike rental program in its sole discretion. Rider further acknowledges that the Operators may suspend the availability

of Bikes during adverse weather conditions, or may be required to suspend the rental of Bikes by the city in which the Bikes are located. Rider shall not be entitled to a refund of any fees for unused rental periods unless Operators' Bike rental service shall have been suspended for more than 15 days. The Operators do not represent or warrant that Bikes will be available for rental at any Station at any time. The Operators may require the return of its Bikes at any time.

5.RELEASE AND LIMITATION OF LIABILITY

5.1. FOR AND IN CONSIDERATION OF RENTAL AND USE OF THE BIKE AND TO THE FULLEST EXTENT PERMITTED BY LAW, RIDER, FOR HIMSELF OR HERSELF AND ON BEHALF OF RIDER'S HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, FOREVER RELEASES AND RELINQUISHES AND DISCHARGES (i) THE OPERATORS AND THE OPERATORS' OFFICERS, BOARDS AND COMMISSIONS, MEMBERS, MANAGERS, EMPLOYEES, SUPPLIERS, AGENTS, REPRESENTATIVES, (ii) ANY MUNICIPALITY WITH WHICH THE OPERATORS HAVE CONTRACTED WITH TO PROVIDE A BIKE SHARE PROGRAM, AND (iii) ANY OWNER OF PROPERTY WITH WHICH THE OPERATORS HAVE CONTRACTED WITH TO PROVIDE REAL PROPERTY ON WHICH A BIKE SHARE FACILITY, INCLUDING, WITHOUT LIMITATION, STATIONS, HUBS, RACKS, INTENDED FOR BIKE SHARE USE (ALL, COLLECTIVELY, THE "OPERATOR PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, DISPUTES, LOSSES, LIABILITIES, DEBTS, LIENS, CHARGES, PENALTIES, PROCEEDINGS, CAUSES OF ACTION AND DAMAGES INCLUDING BUT NOT LIMITED TO, FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, AND INJURY TO RIDER OR TO THIRD PARTIES (COLLECTIVELY, "CLAIMS"), INCLUDING UNKNOWN OR UNANTICIPATED CLAIMS, WHICH ARISE FROM OR ARE RELATED DIRECTLY OR INDIRECTLY TO: (A) THIS AGREEMENT OR THE RENTAL, MAINTENANCE, DESIGN, USE AND/OR OPERATION OF THE OPERATOR EQUIPMENT, INCLUDING THE BIKES, OR THE OPERATORS' WEBSITES; (B) ANY RISK, DANGER OR HAZARD DESCRIBED IN THIS AGREEMENT; (C) RIDER'S USE OF, OR INABILITY TO USE, ANY OF THE OPERATOR EQUIPMENT; (D) RIDER'S BREACH OF THIS AGREEMENT OR RIDER'S VIOLATION OF ANY LAW; (E) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY RIDER OR A THIRD PARTY; OR (F) RIDER'S FAILURE TO WEAR PROTECTIVE GEAR SUCH AS A HELMET WHILE UTILIZING THE OPERATOR EQUIPMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS RELEASE AND HOLD HARMLESS AGREEMENT INCLUDES ANY AND ALL CLAIMS RELATED TO OR ARISING FROM THE SOLE OR PARTIAL NEGLIGENCE OF ANY OPERATOR, THE OPERATOR PARTIES OR ANY OTHER PARTY. RIDER HEREBY EXPRESSLY WAIVES ANY CLAIMS AGAINST THE OPERATOR PARTIES WHICH RIDER DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF RENTING A BIKE, AND EXPRESSLY WAIVES RIDER'S RIGHTS UNDER ANY STATUTES THAT PURPORT TO PRESERVE RIDER'S UNKNOWN CLAIMS.

5.2. IF ANY OF THE OPERATORS OR THE OPERATOR PARTIES ARE DEEMED TO HAVE ANY LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF RIDER'S USE OF THE OPERATOR EQUIPMENT, INCLUDING THE BIKES, OR THE OPERATORS' WEBSITES, SUCH LIABILITY SHALL NOT EXCEED THE AMOUNT OF THE MEMBERSHIP OR RENTAL PAID TO SUCH OPERATOR BY RIDER.

5.3 ASSUMPTIONS OF RISKS; DISCLAIMER. RIDER AGREES THAT BICYCLES ARE MACHINES THAT MAY MALFUNCTION, EVEN IF THE BIKE IS PROPERLY MAINTAINED, AND THAT SUCH MALFUNCTION MAY CAUSE INJURY. RIDER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT RIDER'S RENTAL AND USE OF THE BIKE IS AT HIS/HER OWN RISK, AND THAT BY CHOOSING TO RIDE A BIKE, RIDER ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ALL RELATED RISKS, DANGERS, AND HAZARDS. RIDER ACCEPTS THE BIKE FOR USE AFTER EXERCISING HIS/HER OWN FREE CHOICE TO PARTICIPATE VOLUNTARILY IN THIS ACTIVITY AND AFTER HAVING INSPECTED THE BIKE AND CERTIFYING THAT IS IN GOOD OPERATING CONDITION. RIDER UNDERSTANDS THAT BICYCLING MAY BE A HAZARDOUS ACTIVITY THAT INVOLVES MANY OBVIOUS AND NOT-SO-OBVIOUS RISKS, DANGERS, AND HAZARDS, WHICH MAY RESULT IN INJURY OR DEATH TO

RIDER OR OTHERS, AS WELL AS DAMAGE TO PROPERTY, AND THAT SUCH RISKS, DANGERS, AND HAZARDS CANNOT ALWAYS BE PREDICTED OR AVOIDED. RIDER ACKNOWLEDGES, UNDERSTANDS AND ASSUMES ALL RISK RELATING TO THE RENTAL, MAINTENANCE, DESIGN, USE AND/OR OPERATION OF THE OPERATOR EQUIPMENT, INCLUDING THE BIKES, AND THE OPERATORS WEBSITES AND UNDERSTANDS THAT BICYCLING INVOLVES RISK TO THE RIDER AND OTHERS INCLUDING DAMAGES, BODILY INJURY, PARTIAL OR TOTAL DISABILITY, PARALYSIS AND DEATH TO RIDER OR OTHERS, AND THAT RIDER HAS FULL KNOWLEDGE OF SAID RISKS AND DANGERS, INCLUDING SUCH RISKS, DAMAGES AND INJURIES THAT MAY ARISE FROM THE NEGLIGENCE OF OTHERS OR AS A RESULT OF ROADWAY CONDITIONS. ALL BIKES AND OTHER OPERATOR EQUIPMENT ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OPERATORS AND THE OPERATOR PARTIES HEREBY DISCLAIM ANY CLAIM IN TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY). IN NO EVENT WILL RIDER CLAIM THAT THE OPERATORS OR THE OPERATOR PARTIES INDIVIDUALLY OR COLLECTIVELY FAILED TO ADEQUATELY TRAIN RIDER, OR PROVIDE RIDER WITH ADEQUATE INSTRUCTIONS NECESSARY TO RIDE THE BIKE IN THE SAME MANNER AS A PERSON WHO IS AN EXPERIENCED BIKE RIDER WHO HAS BEEN TRAINED TO RIDE A BIKE IN A SAFE AND CAREFUL MANNER. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO RIDER'S RENTAL AND USE OF THE BIKE, STATIONS, RELATED EQUIPMENT OR RELATED INFORMATION, OPERATOR PARTIES DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE OPERATORS AND OPERATOR PARTIES DO NOT REPRESENT OR WARRANT THAT ANY OF THE BIKES, STATIONS, RELATED EQUIPMENT OR RELATED INFORMATION WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE BIKES, RELATED EQUIPMENT OR RELATED INFORMATION. RIDER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY OF THE BIKES, OPERATOR EQUIPMENT OR RELATED INFORMATION, AND THE OPERATORS AND OPERATOR PARTIES SHALL NOT BE LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. RIDER ASSUMES FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER RELATED TO RIDER'S STOLEN OR LOST BIKE.

6. DISPUTE RESOLUTION.

Rider agrees that the Operators, at their sole discretion, may submit any disputes whatsoever arising out of, resulting from, and/or relating to this Agreement, Rider's use of Operator's Equipment, including, without limitation, Bikes, and/or the Operators' websites, to final and binding arbitration under the Rules of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said rules. In the event that the Operators submit such a dispute to arbitration, then such arbitration shall be mandatory and binding on the parties. Such proceeding shall be held in the County of Los Angeles, California by the laws of the State of California without regard to choice of law principles. All arbitration proceedings will be conducted in the English language. SHOULD AN OPERATOR ELECT TO SUBMIT ANY DISPUTE OR CLAIM TO ARBITRATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OPERATOR AND RIDER EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT OR RIDER'S USE OF OPERATOR'S EQUIPMENT, INCLUDING, WITHOUT LIMITATION, BIKES, AND/OR THE OPERATORS' WEBSITES.

7. INDEMNIFICATION.

Rider shall indemnify, defend and hold harmless the Operators and the Operator Parties for, from and against any and all Claims related to or arising out of this Agreement, including, but not limited to Rider's breach of any representations, warranties or covenants set forth in this Agreement, and the rental, maintenance, design, use or operation of the Bike, the Locks, the Stations and/or the Operators'

websites, even where caused in whole or in part the Operators' negligence, and/or the negligence of others, whether presently known or unknown. At an Operators' option, Rider will assume control of the defense and settlement of any Claim subject to indemnification by Rider (provided that, in such event, the Operators may at any time elect to take over control of the defense and settlement of any such Claim). In no event may Rider settle any Claim without the Operators' prior written consent.

8.ASSIGNMENT.

The Operators may assign their rights and duties under this Agreement to any party at any time without notice to Rider.

9.NO WAIVER.

An Operator's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any part of this Agreement. No waiver by an Operator shall be construed as a waiver of any proceeding or succeeding breach of any provision in this Agreement.

10.TERMINATION OF AGREEMENT.

The Operators may terminate this Agreement at any time, without cause, legal process, or notice to the Rider and Rider's use of the Bike Share Program is "at the will" of the Operators. Rider waives all claims, causes of actions, expenses, and/or damages connected and/or related to any such termination. Rider shall not be entitled to a refund of any amount paid for unused rental periods if this Agreement is terminated for cause. Rider may terminate Rider's rental plan at any time; provided, however, that no refund will be provided by the Operators for time already used by Rider.

11.SEVERABILITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement shall remain in full force and effect.

12.SURVIVAL.

All provisions of this Agreement relating to limitation and exclusion of liability, waivers, assumption of risk, warranties and indemnification obligations shall survive the termination of this Agreement, and all amounts unpaid at the time of termination or expiration of this Agreement shall remain due and payable.

13.PRIVACY POLICY.

The use, storage, collection, protection and sharing of any Rider's personal information is governed by each of the Operators' privacy policies, which may be found on each Operator's applicable website; this includes: www.breezebikeshare.com, www.beverlyhillsbikeshare.com, www.wehopedals.com, and www.bruinbikeshare.com or www.bikeshareconnect.com.

14.ENTIRE AGREEMENT.

This Agreement constitutes the final and entire Agreement between the Operators and Rider and prevails over any prior or contemporaneous, conflicting or additional, communications, unless otherwise agreed to by the Parties in writing. The Operators shall have the right to revise, change and modify the terms and conditions contained in this Agreement at any time without prior written notification by posting the revised Agreement on breezebikeshare.com, beverlyhillsbikeshare.com, wehopedals.com, bruinbikeshare.com or bikeshareconnect.com, and such changes shall apply to all future use of Bikes after the date of such changes. Riders shall be solely responsible for reviewing and becoming familiar with any

modification to this Agreement. Use and/or operation of the Bike by Rider following any modifications to this Agreement constitutes Rider's acceptance of the terms and conditions as modified.