

Helbiz Data Responses
Application for 2020-2021 Free-floating Scooter Share Pilot
City of Seattle, WA

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

All of our deployment, parking, and rebalancing is done by in-house employees, meaning we have full transparency into every mile driven related to management of our scooter fleet in Seattle. This accountability and visibility, combined with the Helbiz operational platform, will enable us to provide SDOT with accurate Vehicle Miles Travelled (VMT) reports upon request and at the end of the permit year. Our VMT reports will include all required information, including the VMT of our entire fleet and the energy source.

When any Helbiz deployment team member is on shift, they check in at our local warehouse and indicate their method of travel (e.g. cargo bike, bike, electric or hybrid vehicle, or internal combustion engine vehicle) and their tasks are routed and assigned accordingly throughout their shift. The team member keeps his or her phone with him the whole day, as that is how tasks are assigned by the operations software and/or by our City Manager. All tasks are tracked via the phone, including the mileage the team member travels throughout the day.

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

Please see below for the language of our User Agreement and Terms and Conditions. The most up-to-date version can be accessed at any time at <https://www.helbiz.com/terms-of-service>.

USER AGREEMENT AND TERMS AND CONDITIONS

USE OF THE PRODUCTS AND HELBIZ SERVICES (AS DEFINED BELOW) OF HELBIZ, INC. ("HELBIZ"), INCLUDING ACCESS OF OR USE OF ITS VEHICLES (AS DEFINED BELOW), OR ACCESS TO THE WEBSITE OR ACCESS TO THE MOBILE APPLICATION ("APP"), AND/OR ANY PRODUCT OR SERVICE RELATED TO USE OF ITS VEHICLES, IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY CEASE USING THE HELBIZ SERVICES. BY USING THE HELBIZ SERVICES, YOU ARE AGREEING TO THESE TERMS, INCLUDING THAT YOU ARE OF LEGAL AGE TO ENTER INTO BINDING CONTRACTS.

PLEASE NOTE THAT THIS AGREEMENT MAY BE SUPPLEMENTED BY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO (I) THE COUNTRY AND/OR CITY IN WHICH YOU RESIDE OR USE HELBIZ SERVICES AND (II) THE VEHICLE OR HELBIZ SERVICE THAT YOU INTEND TO USE. PLEASE CHECK (I) THIS [LIST] TO SEE IF THERE ARE ANY

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE USE OF HELBIZ SERVICES FOR YOUR COUNTRY AND/OR CITY IN WHICH YOU RESIDE OR USE HELBIZ SERVICES AND (II) THIS [LIST] TO SEE IF THERE ARE ANY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE VEHICLE OR HELBIZ SERVICES YOU INTEND TO USE. YOU UNDERSTAND THAT ANY ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE USE OF HELBIZ SERVICES OUTSIDE OF YOUR COUNTRY OF RESIDENCE MAY BE IN A LANGUAGE OTHER THAN THE LANGUAGE OF THIS AGREEMENT, AND AGREE THAT IT IS YOUR RESPONSIBILITY TO UNDERSTAND SUCH TERMS AND CONDITIONS REGARDLESS OF THE LANGUAGE IN WHICH THEY ARE WRITTEN.

ARBITRATION NOTICE: THIS AGREEMENT REQUIRES THAT ALL DISPUTES BE RESOLVED INDIVIDUALLY BY BINDING ARBITRATION. IT ALSO INCLUDES A CLASS ACTION WAIVER. THE ARBITRATION CLAUSE, THEREFORE, AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY. YOU HAVE A RIGHT TO OPT-OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN THE "RIGHT TO OPT OUT" SECTION.

1. SCOPE OF AGREEMENT

Helbiz provides micro-mobility solutions around the world. Helbiz is proud that its vehicles (including electric scooters, electric bikes, automobiles or other vehicles that Helbiz makes available from time-to-time on its App ("Vehicles")) help to reduce the collective carbon footprint while offering a convenient transportation solution. Please note that Helbiz is not a common carrier, Helbiz offers the Helbiz Services as a convenience to those who are able and qualified to operate them, and alternative means of public and private transportation are available to you and the general public.

This User Agreement and Terms and Conditions (collectively, the "Agreement") is a legally binding agreement between you ("you" or "your") and Helbiz, Inc., ("Helbiz" "we," "us," or "our"). This Agreement states the material terms and conditions that governs your use of Helbiz Services.

This Agreement, together with all updates, supplements, additional terms, and all of Helbiz's rules and policies posted on Helbiz's website (including our Privacy Policy) collectively constitute this "Agreement" between you and Helbiz. Helbiz's services are comprised of the following: (1) Helbiz mobile application ("Helbiz App") and related website, (2) Helbiz's Vehicles and (3) all other related equipment, personnel, services, applications, websites and information provided or made available by Helbiz (collectively referred to as "Helbiz Services" or "Services").

Helbiz agrees to allow you to rent the Vehicles and use the Helbiz Services, subject to the terms and conditions set forth in this Agreement. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars. Although Helbiz will set any exchange rates used by Helbiz in connection with payments or this Agreement at Helbiz's sole discretion based on market rates, you agree that there is no single source for

determining market rates and such exchange rates may vary by up to 5% from the noon-buying rate for such non-US currency as published by the Federal Reserve Bank of New York .

In some instances, both this Agreement and separate guidelines, rules, or terms of use, setting forth additional or different terms and/or conditions will apply to your use of the Services (in each such instance, and collectively, "Additional Terms"). As noted above, these Additional Terms may apply to where you reside and/or use Helbiz Services (please see the [list] of countries and/or cities where Additional Terms apply) or the type of Vehicle or Helbiz Services that you use (please see the [list] of Vehicles or Helbiz Services for which Additional Terms apply). The Additional Terms are incorporated into this Agreement by this reference. To the extent there is a conflict between this Agreement and any Additional Terms, this Agreement will control unless the Additional Terms expressly state otherwise. By using the Services, you acknowledge and accept the Helbiz Privacy Policy, and consent to the collection and use of your data in accordance with that Privacy Policy.

2. MODIFICATIONS

Helbiz reserves the right, in its sole discretion, to modify this Agreement and any of its terms (including any Additional Terms), and any other documents incorporated by reference herein, at any time. Helbiz will notify you of any changes by posting them on the Terms pages on Helbiz App, by sending you a message, by SMS if you authorize Helbiz to do so, by alerting you to the changes on the Helbiz App and/or by any other appropriate means. Amendments will become effective when posted on the <https://helbiz.com/> ("Helbiz Website"). Any use of Helbiz Services after effectiveness shall constitute your consent to the changes. If you do not agree to the revised Terms, including as amended from time-to-time, please immediately cease using Helbiz Services.

3. PAYMENT AND FEES

3.1 Fees. You may use Vehicles on a pay-per-ride basis, on a subscription basis (where subscriptions are available) or as the pricing is otherwise described in Helbiz App. Please note that Helbiz may change pricing for the Helbiz Services as Helbiz deems necessary or appropriate. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by Helbiz. Helbiz will charge your credit card, debit card or other agreed payment methods the amount of the fees as described in this Agreement.

3.2 Promo Codes. Promo codes (discounts) are one-time offers and can only be redeemed via Helbiz App. Helbiz reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

3.3 Subscriptions. If available in your area, you may use certain Helbiz Services as described on the App by purchasing a monthly subscription. There are some additional rules about subscriptions:

- Your subscription will begin on the date your first payment is received, and Helbiz's third-party payment processor will charge your preferred payment method within 30 days of authorization. Your subscription will continue for the period of time you selected at sign-up (or month-to-month if no period was specified for some reason).
- The applicable price is the price at the time you submit your order (Helbiz reserves the right to change prices over time (including for future periods if the subscription is on a recurring basis), and Helbiz does not provide price protection or refunds in the event of a price drop or promotional offering). Helbiz will automatically bill and charge you each month during the term of your subscription.
- Helbiz may offer a variety of membership plans, including free trials, discounted pricing for limited times or special third-party promotional plans that may have different or additional terms disclosed to you at or before sign-up. Some of these are offered by third parties, and Helbiz is not responsible for their products and services. With free trials, some credit card companies may place a temporary hold on your payment method for your first payment.
- Helbiz reserves the right to modify, terminate or otherwise amend any subscription membership plans.
- Helbiz may cancel your subscription for any or no reason on 30 days' prior written notice to you. You may do the same, but if it is in the middle of your subscription term, you will not receive a refund for partial months and it may mean you forfeit any membership fee. Helbiz may also cancel your subscription if you fail to pay amounts due, or if you are in material breach of this Agreement.
- Your subscription for Helbiz Services will automatically renew at the then-current prices for the same length of time as your original membership term. It will continue indefinitely unless you cancel it before the end of your then-current subscription term. Helbiz's pricing and applicable taxes and fees may change over time, so the pricing from one subscription term to the next may be different. Helbiz reserves the right to change subscription pricing at any time. Helbiz will give you notice of such change first (this might be an in-App or other electronic communication). If you do not agree with the new pricing, you can cancel your subscription.
- You have 60 days from the day charges appear on your account statement to dispute them – after that, you are deemed to have accepted these charges.

3.4 Maximum Rental Time and Charges. Maximum rental time is one (1) hour. You agree that you will deactivate the Vehicle rental within one (1) hour of time that rental began. You may then rent again. You agree that you are solely responsible for being aware of any elapsed time related to the timely online closure of a Vehicle ride/rental. The maximum day charge is \$25 for each Vehicle, based on a calendar day. After online closure/return of the Vehicle, you will be charged the accumulated rental charges, or the maximum day charge; whichever is less. Vehicles not returned (online closure of a ride concluded within service zone) within 48 hours will be considered lost or stolen, and you may be charged for the replacement cost of such Vehicle with the latest model of such Vehicle and an administrative fee in connection with the replacement, and a police report may be filed. Helbiz may also charge a service fee of \$200 for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

3.5 Valid Credit Card or Debit Card. You must input a valid credit or debit card number or other approved payment method and expiration date before you will be registered to use the Helbiz Services. You represent and warrant to Helbiz that you are authorized to use any cards you furnish to Helbiz. You authorize Helbiz to charge the card for all fees incurred by you. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Helbiz. If you dispute any charge on credit or debit card account, then you must contact Helbiz within 10 business days from the end of the month with the disputed charge, and provide to Helbiz all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times.

3.6 Preauthorized Funds. In order to avoid or reduce instances of invalid, unauthorized or underfunded credit or debit card use, Helbiz may, in its discretion, elect to place a \$1 preauthorization "hold" on your credit card or debit card prior to each ride. Helbiz will cancel such holds at the end of each ride and will charge you an amount equal to the cost of the ride itself. However, your use of the remaining preauthorized funds may be restricted until released by your bank.

3.7 Pick Up Fees. If you are unable to return a Vehicle to a valid area, and request that the Vehicle be picked up by Helbiz staff, Helbiz, at its sole discretion, may choose to charge you a pick-up fee up to \$100 in addition to any third-party fines or fees discussed in Section 2.7 below. If any Vehicle rental accessed under your account is abandoned without notice, or you move to a location outside of the valid operating area, you will be responsible for all Trip Fees until the Vehicle is recovered and deactivated, plus a service charge (\$100) to recover the Vehicle. Fees are subject to change.

3.8 Third-Party Fines and Fees. When you are using Helbiz's Services, you must comply with the laws that apply to you. If you receive a ticket or a fine, cause a Vehicle to be towed and/or impounded or receive any other penalties or fees, you are responsible for the associated costs. Helbiz cooperates with all governmental officials in their enforcement of the applicable laws, and for expediency Helbiz may pay amounts you owe on your behalf and provide any necessary

information requested or required by the applicable government agencies or private service providers. If Helbiz does so, you are required to pay Helbiz back plus the administrative fee discussed in Section 2.6 plus any applicable costs associated with third party collection or administrative agents if Helbiz uses them to resolve the issue. By agreeing to this Agreement, you agree that Helbiz may charge these amounts to your preferred payment method indicated in your account, and Helbiz may need to contact you for additional information.

4. ACCOUNT REGISTRATION AND OTHER SUBMISSIONS

You may access limited parts of the Helbiz Services, such as its website and Helbiz App, without registering for an account. To access and participate in certain Helbiz Services, however, including without limitation, to renting, unlocking and locking a Vehicle, you must create a password-protected account (a "Helbiz Account"). You may register for a Helbiz Account using an email address and phone number and creating a secure password, or if Helbiz makes such features and functionalities available, through certain third party social networking sites by using existing login credentials and passwords for sites such as Facebook. Helbiz may require, or you may otherwise provide, a valid debit or credit card or other approved payment method as well as other requested information depending on the Helbiz Service (for example, a driver's license may be required in some jurisdictions). You agree to provide accurate, current, and complete information during the registration process and at all other times when you use the Helbiz Services. You also agree to update your information at all times to keep it accurate, current, and complete.

You are solely responsible for safeguarding your Helbiz password. You are also solely responsible for all activity that occurs on your Helbiz Account, and you agree to notify Helbiz immediately of any suspected unauthorized use. To the maximum extent allowed by law, Helbiz is not liable for any losses by any party caused by unauthorized use of your Helbiz Account. You also agree that: (i) you may register for only one account at any point in time, (ii) Helbiz Accounts may not be transferred to any other person or entity, and (iii) all rights to your Helbiz Account terminate upon death. Upon receipt of a certified copy of a death certificate, your Helbiz Account may be terminated and its contents (if any) permanently deleted.

Helbiz has the right to provide your various account details (like billing, account, content or use records and related information) if required by law (which may include mandatory data sharing with governments), and to protect Helbiz's rights, customers or business.

5. RENTAL AND USE OF HELBIZ SERVICES

5.1 You are the sole user. Helbiz and you are the only parties to this Agreement. You are the sole renter and are solely responsible for compliance with all terms and conditions contained herein. You understand that, when you activate a Vehicle, the Vehicle must be used only by you. You must not allow others to use a Vehicle that you have activated.

5.2 You are at least 18 years old. You represent and certify that you are at least 18 years old and that you are thus legally able to enter this contractual Agreement. Helbiz does not authorize or agree to the use of the Vehicle by persons under the age of 18, even if the Service is subscribed for by and under the responsibility of the minor's parent or legal guardian. By authorizing use of the Service by a minor, the parent or legal guardian agrees s/he is fully responsible and liable for all injuries, damages, and costs and expenses arising from or related to the minor's use of the Service. Operation or use of Vehicle product by any minors not at least 18 years old is expressly prohibited under this Agreement, as use of electric scooter products by younger riders on public streets or around traffic has long been recommended against by Helbiz, which advises and recommends that any rider must check local laws applicable to Vehicle use, avoid public streets and vehicular traffic, and avoid use in reduced visibility conditions.

5.3 You are a competent operator, physically and mentally fit to ride Vehicle. You represent and certify that you are familiar with the operation of the Vehicle and is reasonably competent and physically fit to ride the Vehicle. Persons with any mental or physical conditions (temporary or permanent) that may make them susceptible to injury, impair their physical dexterity or mental capabilities to recognize, understand and follow safety instructions and to understand the hazards inherent in the product's use, should not use or be permitted to use products inappropriate for their abilities. Persons with heart conditions, head, back or neck ailments (or prior surgeries to these areas of the body), or pregnant women, should not operate Vehicles or similar products.

By choosing to ride a Vehicle, you assume all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including darkness or impaired visibility, fog, rain, snow, hail, ice or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust your riding behavior and braking distance to suit the weather and traffic conditions, and are also advised to recognize that riding in low visibility conditions decreases your ability to see and be seen, thus enhancing risks of injury associated with the use of riding products, especially on public streets and around vehicles or pedestrians.

5.4 The Vehicle is the Exclusive Property of Helbiz. You agree that the Vehicle and any equipment attached thereto, at all times, remains the exclusive property of Helbiz. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other equipment of Helbiz in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other equipment of Helbiz for any advertising or similar commercial purpose.

5.5 Operating Hours and Availability. You agree and acknowledge that if the Vehicles are only available during specific operating hours established in a particular market, you will not use any such Vehicles outside of those hours in that particular market (such operating hours will be communicated clearly in the Helbiz App in such market).

You agree and acknowledge that Vehicles are not available all the time. Vehicles require periodic charging of their batteries in order to operate. You agree to use and operate the Vehicle safely and prudently and comply with all restrictions and requirements associated with the Vehicles provided by Helbiz from time to time. You understand and agree with each of the following:

- The level of charge power remaining will decrease with use (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities may decrease (or cease in their entirety).
- The level of charging power at the time you initiate the rental or operation is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during use is not guaranteed and will vary based on the particular scooter road conditions, weather conditions and other factors.
- It is your responsibility to check the level of charge power in Helbiz App and to ensure that it is adequate for the ride before initiating operation.

Helbiz does not guarantee the distance and/or time that you may operate the Vehicle before it loses charging power completely. A Vehicle may run out of charging power and cease to operate at any time during your rental, including before reaching your desired destination.

Please understand that for supply and related reasons, Helbiz reserves the right to accept or reject your reservation requests, and your receipt of Helbiz's confirmation does not necessarily equal acceptance or constitute confirmation of Helbiz's offer to make the Services available in any particular instance. If your reservation via the App is rejected after your request, you will receive the applicable refund assuming your payment method was charged in the first place. If pricing in the App turns out to be incorrect for any reason, Helbiz reserves the right to cancel or reject a corresponding reservation and will issue you the applicable refund.

5.6 Use and/or Operation only in electronically restricted areas. In markets that have in electronically restricted areas, you agree to only use, operate and/or ride the Vehicle in electronically restricted areas. Vehicles may be equipped with capabilities which restrict usage to limited geographic areas and may cease to operate if ridden or removed from the Vehicle's electronically restricted range. Vehicles may also be equipped with technology that reduces your speed in certain areas or otherwise alters the Vehicle's functionality based on location or time of use.

5.7 You Must Follow Laws Regarding Use and/or Operation of Vehicles on Public Land. You agree to follow all laws pertaining to the use, riding and/or operation of Vehicles, including all state and local laws and the rules and regulations pertaining to such vehicles in the area where you are operating the Vehicle, including without limitation any helmet laws. There is no "universally applicable" national law governing operation of motorized scooters and laws therefore can and do differ in different locales.

5.8 Vehicle is Intended for Only Limited Types of Use. The Vehicle is intended for use on, and you agree to only use it on, flat, dry surfaces such as pavement or level ground, without loose debris such as sand, leaves, rocks or gravel. Wet, slick, bumpy, uneven or rough surfaces may impair traction and contribute to possible accidents. Watch out for potential obstacles that could catch your wheel or force you to swerve suddenly or lose control. Avoid sharp bumps, drainage grates, or sudden surface changes.

5.9 Weight Limit. You must not exceed the maximum weight limit for the Vehicle of 250 pounds (approximately 113 kilograms).

5.10 No Tampering. You must not tamper with, disassemble, or attempt to gain unauthorized access to the Vehicle. You must not use the AA or other equipment of Helbiz other than for purposes of using a Vehicle pursuant to this Agreement.

5.11 Reporting of Damage or Crashes. You must report any accident, crash, damage, personal injury, stolen or lost Vehicle, to Helbiz as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, you shall file a report with the local police department within 24 hours. You agree that he/she may be held responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.

5.12 Your Responsibility for Use and Damage. You agree to return the Vehicle to Helbiz in the same condition in which it was rented. You will not be responsible for normal wear and tear.

5.13 Your Responsibility to lock the Vehicle. If the Vehicle has a retractable or removable lock, you are responsible for securing the Vehicle to a bicycle rack or other appropriate and lawful location using the lock to protect against theft of the Vehicle unless another method of locking is explicitly permitted by the system rules applicable in your market. You agree to ensure that when a Vehicle is not in use the retractable or removable lock is at all times securely attached to the Vehicle, if removable, and a proper rack or other appropriate and lawful location and not only to the Vehicle. You shall not leave any Vehicle unattended at any location at any time for any reason, unless it is secured as specified above. You shall not use any other locking mechanism other than what is provided by Helbiz. You shall not lock and/or leave the Vehicle in a location where it cannot be accessed by Helbiz, nor in a location outside the designated service area or in violation of any applicable law. 4.14 Prohibited Acts. 4.15 While using any Helbiz Service, you agree that you shall not:

- impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
- solicit money from any other user of Helbiz Services or products, including any rider;
- "stalk" or otherwise harass any person;

- express or imply that any statements you make are endorsed by Helbiz without Helbiz’s specific prior written consent;
- directly or indirectly, for yourself, other users or through other persons, conceal the identity, source, or destination of any illegally gained money or products;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” download, or in any way reproduce or circumvent the navigational structure, presentation, or other data or information displayed or accessible on Helbiz App and Helbiz Website, including but not limited to, the location or status of Vehicles;
- collect usernames and/or email addresses of other Helbiz users or riders by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to Helbiz App and Helbiz Website;
- interfere with or disrupt the Helbiz Services or the servers or networks connected to the Helbiz Services, including Helbiz App and Helbiz Website;
- 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 Helbiz computer software or hardware or telecommunications equipment;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted to or through the Helbiz Services (either directly or indirectly through use of third-party software);
- “frame” or “mirror” any part of the Helbiz Services without Helbiz’s prior written authorization;
- use meta tags or code or other devices containing any reference to Helbiz, the Helbiz Services (or any of Helbiz’s trademarks, trade names, service marks, logos or slogans) to direct any person to any other website for any purpose;
- modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Helbiz Services or any software used on or for the Helbiz Services, or cause others to do so;
- post, use, transmit or distribute, directly or indirectly, (e.g. screen scrape) in any manner or media any content or information obtained from the Helbiz Services other than solely in connection with your use of the Service in accordance with this Agreement;
- undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Helbiz 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;
- directly or indirectly promote racism, bigotry, hatred or physical harm of any kind against any group or individual;

- directly or indirectly request money from, or otherwise defraud, other Helbiz Services users;
- 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 Helbiz or Helbiz users;
- take video, audio, photographs, or images of another Helbiz user without his or her permission (or in the case of a minor, the minor’s legal guardian);
- take any action that may undermine the efficacy or accuracy of reviews or ratings systems maintained by Helbiz;
- provide instructional information about illegal activities including how to damage Helbiz property or Vehicles or the property of other Helbiz users;
- 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);
- 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;
- publicize or promote commercial activities and/or sales such as contests, sweepstakes, barter, advertising, and pyramid schemes, without Helbiz’s prior written consent;
- attempt to indirectly engage in any of the above-listed conduct;
- ride with a second person on a Vehicle;
- use a Vehicle in connection with a criminal act;
- place any bags or other tangible things on the handlebars or other areas of the Vehicle that interfere with the proper and safe operation of such Vehicle;
- fail to follow local rules and regulations, including yielding to pedestrians on the public right of way;
- park a Vehicle in any area that is prohibited by law or which interferes with the public use of public right of way;
- take a Vehicle out of a public area, for example, taking a Vehicle into a building or other structure without Helbiz’s express permission;
- interfere, either directly or indirectly, with a Vehicle’s GPS, wireless or other technology;
- remove any component of a Vehicle including any system designed to track Vehicle location or ride duration;
- ride a Vehicle without payment through any device, scheme or artifice;
- use a Vehicle to propel or tow any vehicle, trailer, or other object;
- use a Vehicle to transport animals of any kind or nature or any other persons;
- use a Vehicle to in any type of race or competition, or to perform tricks;

- use a Vehicle while under the influence of drugs, alcohol, medication or any other substance capable of interfering with your judgment, reflexes or safe use of such Vehicle;
- use a Vehicle in a negligent or abusive manner or in a manner that is outside the scope of such Vehicle's ordinary and intended functionality and purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred);
- use a Vehicle in inclement weather, including heavy rain, snow, electrical storms or strong wind, which make it more dangerous to operate such Vehicle;
- use a Vehicle to while texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the Vehicle that may distract from driving safely;
- do anything to the Vehicle that impedes a subsequent authorized rider from using it and
- carry any briefcase, backpack, bag or other item if that item impedes your ability to operate the Vehicle safely.

5.14 Safety. Even where not required by law, Helbiz recommends that you wear a helmet any time you use any of Helbiz's bikes and scooters, preferably Snell, CPSC, ANSI or ASTM-approved. It should be sized, fitted and fastened per manufacturer instructions. Helmets and other protective gear are no guarantee against personal injury. Helmets are required by law in some areas, so definitely wear one if those laws apply to you. If you choose not to wear a helmet and are injured as a result, Helbiz is not responsible.

Helbiz does its best to keep each Product in good condition, but you are responsible for performing a safety check on a Vehicle before you use it, including all of these:

- Did you check its general condition (wheels, tires, etc.)?
- Do its brakes and lights work?
- Are the seat, pedals and basket properly attached if it is a bike?
- Is the battery charged if it is electric?
- Is there any other sign of damage, unusual or excessive wear or is maintenance needed?

Something could have happened to the Vehicle since its condition was last checked, and Helbiz needs you to tell Helbiz if something is not working properly if you notice it before Helbiz does. If you notice any of these or other issues in a Vehicle before your use, do not use it. Reserve another one instead. If you notice something during use, stop your trip as safely as you can and as soon as possible. If you do not report these issues, Helbiz may have to attribute them to you, including holding you responsible for any associated costs, so please tell Helbiz if anything you see doesn't look right.

6. TERM AND TERMINATION

6.1. Term. This Agreement shall be in force until terminated as described below or as otherwise provided in this Agreement.

6.2. Termination by You. You may terminate this Agreement at any time by terminating your account with Helbiz

6.3. Return of Property Upon Account Termination. If your account is terminated, you will immediately return any Vehicle, or other property of Helbiz that you have in your possession. You will be charged for the value of any property of Helbiz that you fail to return as well as all costs (including attorneys' fees and costs) that Helbiz incurs in attempting to recover its property from you.

6.4. Account Suspension or Termination. Helbiz may, in its sole discretion, with or without cause, with or without prior notice to you and at any time, decide to limit, block, suspend, deactivate or cancel your Helbiz Account or your access to the Helbiz Services in whole or in part. If Helbiz exercises Helbiz's discretion under this Agreement to do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the Helbiz Services or receive assistance from Helbiz support teams; and (b) if appropriate in its sole discretion, Helbiz may communicate to other users or third parties that your Account has been terminated, blocked, suspended, deactivated, or cancelled, and why this action has been taken.

6.5 Survival of certain terms. Provisions that by their nature are intended to survive the termination of this Agreement or your use of the Helbiz Services will survive, including but not limited to those on "Assumption of Risk, Releases, and Disclaimers of Warranties" (Section 9) and "Binding Arbitration and Class Action Waiver" (Section 10).

7. MESSAGING, SMS OR TEXT MESSAGES

By creating a Helbiz Account, you agree that Helbiz may send you text (SMS) messages and/or email messages as part of the normal business operation and your use of the Helbiz Services or Helbiz Services. Such uses include, without limitation, to provide you with information you requested from Helbiz, to let you know about features, functions, improvements or changes to the Helbiz Services, or other aspects of your Helbiz Account. These text (SMS) messages and/or email addresses may be automated or non-automated, and while Helbiz does not charge you to send or receive such messages, other message and data rates may still apply by your carrier or other provider. You may opt-out of receiving text (SMS) messages and/or email messages from Helbiz at any time by contacting its team at ask@helbiz.com, though Helbiz may still send you messages that are required for the proper functioning of the Helbiz Services. If you do not wish to receive any messages from Helbiz, you must terminate your Helbiz Account and cease using the Helbiz Services. You acknowledge that opting out of receiving text

(SMS) and/or email messages may impact your use of and ability to fully use the Helbiz Services.

8. YOUR LICENSE TO USE THE HELBIZ SERVICES

Subject to your continuing compliance with these Terms, Helbiz grants you a limited, non-exclusive, revocable, nontransferable, and non-sublicensable license to reproduce and display content (excluding any software source code) solely for your personal and non-commercial use and only in connection with your access to and participation in the Helbiz Services. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Helbiz Services or any content contained on Helbiz App or related website, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Helbiz or its licensors, except for the licenses and rights expressly granted in these Terms. Any rights not expressly granted herein are reserved by Helbiz and Helbiz's licensors.

9. ASSUMPTION OF RISK, RELEASES, AND DISCLAIMERS OF WARRANTIES

THIS SECTION CONTAINS PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

9.1 Assumption of Risk. You acknowledge and agree that riding a Vehicle and use of the Helbiz Service is an inherently dangerous activity that involves both obvious and non-obvious risks of physical harm, including the risk of death and disability to you and others, as well as damage to property and person, and that these types of risks can be unforeseeable and sometimes cannot be avoided. You are solely responsible for any and all injury or damage caused by your use of a Vehicle, the Helbiz Services and/or any related equipment or services that are a part of, relate to or concern your use of a Vehicle, regardless of whether the injury or damage is caused to yourself or to others. You therefore assume full and complete responsibility for your use of a Vehicles or the Helbiz Services and agree that Helbiz is not responsible for any injury, damage, harm or cost that you cause that is related to or arises out of your use of a Vehicles, the Helbiz Services and/or any equipment or services that are a part of, relate to or concern your use of a Vehicle or the Helbiz Services including damage to the Vehicle itself.

9.2. Limitation on Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE HELBIZ SERVICES OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A VEHICLE OR THE HELBIZ SERVICES, REMAINS WITH YOU. NEITHER HELBIZ NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE HELBIZ SERVICES, INCLUDING THE VEHICLES, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR

ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THIS AGREEMENT; (II) THE USE OF OR INABILITY TO USE THE HELBIZ SERVICES AND/OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A VEHICLE; (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE HELBIZ SERVICES; (IV) ANY AND ALL USES OF THE HELBIZ SERVICES INCLUDING THE WEBSITE, MOBILE APPLICATION, PRODUCTS AND SERVICES (INCLUDING THE VEHICLES) AND/OR (V) YOUR MISCONDUCT OR NEGLIGENT USE OF THE HELBIZ SERVICES INCLUDING THE VEHICLES, OR THE NEGLIGENCE OR MISCONDUCT OF A THIRD PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HELBIZ HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL HELBIZ'S AGGREGATE LIABILITY ARISING OUT OF, RELATING TO YOUR RELATIONSHIP WITH HELBIZ, THIS AGREEMENT, YOUR USE OF THE HELBIZ SERVICES OR ANYTHING RELATING TO OR CONCERNING YOUR USE OF A SCOOTER, EXCEED THE AMOUNTS YOU HAVE PAID TO HELBIZ IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENT HAS BEEN MADE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HELBIZ AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9.3. Disclaimer of Express and Implied Warranties. HELBIZ'S WEBSITE AND MOBILE APPLICATION, ALL OF THE SERVICES, VEHICLES AND ANYTHING RELATING TO YOUR USE OF A VEHICLE ARE PROVIDED ON "AS-IS" AND "AS AVAILABLE" AND YOU USE THEM SOLELY AT YOUR OWN RISK. HELBIZ DOES NOT REPRESENT OR WARRANT THE FUNCTIONALITY OF ANY VEHICLE, ANY HELBIZ SERVICE OR THAT ANY VEHICLE OR ANYTHING RELATING TO YOUR USE OF A VEHICLE WILL BE IN GOOD REPAIR OR ERROR-FREE OR FREE FROM DELAYS, DEFECTS, OMISSIONS, INTERRUPTIONS OR INACCURACIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, HELBIZ DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES. IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL

OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MIGHT NOT APPLY TO YOU AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

9.4. Release of Liability. You acknowledge that use of Helbiz's Vehicles and any related equipment or materials, 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 release Helbiz and the Released Parties (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, based on direct or vicarious liability, and regardless of legal theory, that: (a) relate to, are based on, concern, or arise out of your use of a scooter, any Helbiz Service, Helbiz website and/or Helbiz Materials; (b) relate to, are based on, concern, or arise out of any of the equipment that Helbiz provides to You (collectively the "Claims").

"Released Parties" as used herein means Helbiz, Inc., and each of their 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 ventures, and each and all of their respective officers, investors, partners, directors, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers. This Release is intended to a general and complete release of all Claims and all Released Parties 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 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." 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 Vehicles, 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.

9.5. Indemnification. You agree to indemnify and hold Helbiz, its predecessors, successors, subsidiaries, affiliates, and each of its directors, shareholders, investors, employees and authorized agents harmless from and against all third-party claims arising out of or in any way

relating to any injury, illness, death or loss of or damage to property allegedly suffered as a result of your use of the Helbiz Services including the Vehicles or anything that relates to or concerns your use of Helbiz Services, including the Vehicles.

10. BINDING ARBITRATION AND CLASS ACTION WAIVER

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

10.1 Initial Dispute Resolution. The application contains means to receive support and address any concerns you may have regarding your use of Rental Services. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

10.2 Binding Arbitration. If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms of Service, and the parties' relationship with each other shall be finally settled by binding arbitration administered by a mutually agreed upon arbitrator or arbitration service.

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

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Helbiz will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

10.3 Location. The arbitration will take place in New York City, New York or a mutually agreed upon location.

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

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

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

10.6 Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: 32 Old Slip, 32nd Floor, New York NY 10005. The notice must be sent within 30 days of your first use of Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt-out of these arbitration provisions, Helbiz also will not be bound by them.

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

11. FEEDBACK

By sending Helbiz any feedback, comments, questions, or suggestions concerning Helbiz or Helbiz Services (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending Helbiz any Feedback, you further (i) agree that Helbiz is under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that Helbiz may have something similar to the Feedback already under consideration or in development, (iii) grant Helbiz an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, sublicense or otherwise exploit the Feedback, and (iv) irrevocably waive, and cause to be waived, against Helbiz and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Helbiz Account or termination of the Helbiz Services, if any.

12. Additional Terms of Use

12.1 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) Vehicle is not returned within 24 consecutive hours, (b) Vehicle's GPS unit is disabled, (c) Vehicle is parked

on private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) Vehicle moved from the dock after a rental has ended and Helbiz believes such movement was not caused by another rider or authorized third party, or (d) other facts and circumstances that suggest to Helbiz in its reasonable, good faith determination that a Vehicle has been lost or stolen. Helbiz and you agree that the last rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Helbiz in its reasonable, good faith determination. If Helbiz deems a Vehicle lost or stolen, Helbiz shall have the authority to take any and all actions it deems appropriate (with respect to the last rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. The data generated by the Service's computer is conclusive evidence of the period of use of a Vehicle by a rider.

12.2 Vehicle Routes. You agree that Helbiz does not provide or maintain places to ride Vehicles, and that Helbiz does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, Vehicle lanes, and Vehicle routes may become dangerous due to weather, traffic, or other hazards.

12.3 Limitations on Availability of Service. Helbiz makes every effort to provide the Service 365 days per year, but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances (including blackouts and internet service provider, network and software errors and viruses) might prevent Helbiz from providing the Service. Access to the Service is also conditioned on the availability of Vehicles as well as availability of internet or data services or other factors outside of Helbiz's control. Helbiz does not represent or warrant the availability of any Service or the availability of any Vehicle at any time. You agree that Helbiz may require you to return a Vehicle at any time. You agree that if you have a subscription under Section 3.3 and are unable to use a Vehicle for the reasons stated above you shall not be entitled to a refund for those occasions when you are not able to use a Vehicle.

12.4 License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, you do hereby knowingly, voluntarily, and irrevocably: (1) give your full and unconditional consent to Helbiz and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, your appearance and voice in photographs, videos, and other recordings related to your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Helbiz and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record your appearance and voice related to your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Helbiz may decide in its sole and absolute discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and

discharge Helbiz and all Released Parties from all Claims that you have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by you in this paragraph.

12.5 Access License. Subject to your strict compliance with this Agreement and the Additional Terms, Helbiz grants you a limited, revocable, non-exclusive, non-assignable, non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless Device, or other Internet enabled Device (each, a "Device") for Your personal, non-commercial use only. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without Helbiz's express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by Helbiz to you. The foregoing limited license: (i) does not give You any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Helbiz's sole and absolute discretion, and without advance notice or liability.

12.6 Copyright and Ownership. All of the content featured or displayed on the Services, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by Helbiz, its licensors, vendors, agents and/or its Content providers. All elements of the Services, including, without limitation, the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services is being made available. Except as permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services. The Services, its Content and all related rights shall remain the exclusive property of Helbiz or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

12.7 Trademarks/No Endorsement. All trademarks, service marks and trade names of Helbiz used herein (including but not limited to: HELBIZ name, HELBIZGO name, HELBIZBIKE name, Helbiz corporate logo, the Services name, the Services design, and/or any logos) (collectively "Marks") are trademarks or registered trademarks of Helbiz or its affiliates, partners, vendors or

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

12.8 Solicited Submission Policy. Where Helbiz has specifically invited or requested submissions or comments, Helbiz encourages you to submit content (e.g., comments to blog posts, participation in communities, tips, etc.) to Helbiz that they have created for consideration in connection with the Helbiz Website and Helbiz App ("User Submissions"). User Submissions remains the intellectual property of the individual user. By posting content on Helbiz Website and Helbiz App, you expressly grant Helbiz a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and Helbiz shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

12.9 Inappropriate User Submissions. Helbiz does not encourage, and does not seek, User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your User Submission. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Helbiz will reject any User Submissions in which Helbiz believes, in its sole and absolute discretion, that any such activities have occurred. If notified by you of a submission that allegedly violates any provision of this Agreement, Helbiz reserves the right to determine, in its sole and absolute discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.

12.10 Inappropriate Material. You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriates third party intellectual property or could

constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or “spam” on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that Helbiz may have at law or in equity, if Helbiz determines, in its sole and absolute discretion, that you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Agreement, Helbiz may take any action Helbiz deems necessary to cure or prevent the violation, including, without limitation, banning you from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. Helbiz will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing Helbiz to disclose the identity of anyone posting such materials.

12.11 Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Services for any purpose without Helbiz’s express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in Helbiz’s sole and absolute discretion an unreasonable or disproportionately large load on Helbiz’s infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Services; or (iii) bypass any measures Helbiz may use to prevent or restrict access to the Services.

12.12 Right to Takedown Content. Except as disclosed in Helbiz’s Privacy Policy, Helbiz will not monitor, edit, or disclose the contents of your e-mail or Content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on Helbiz or the Services; (2) protect and defend the rights or property of Helbiz, the Services, or the users of the Services; or (3) act in an emergency to protect the personal safety of Helbiz’s users, the Services, or the public. Users shall remain solely responsible for the content of their messages and Helbiz shall have no obligation to prescreen any such content. However, Helbiz shall have the right in your sole and absolute discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, Helbiz shall have the right to remove any material that Helbiz finds to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Agreement access to the Services or any part thereof.

12.13 User Published Content. User published Content and User Submissions do not represent the views of Helbiz or any individual associated with Helbiz, and Helbiz does not control this Content. In no event shall you represent or suggest, directly or indirectly, Helbiz’s endorsement of user published Content. Helbiz does not vouch for the accuracy or credibility of any user published Content on Helbiz’s Services or User Submissions published through Helbiz’s Services, and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such user published Content or User Submission. Through your use of the Services and Services, you may be exposed to Content that you may find offensive,

objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using Helbiz's Services, you assume all associated risks.

12.14 Third Party Links. From time to time, the Services may contain links to websites that are not owned, operated or controlled by Helbiz or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Services. Neither Helbiz nor any of its respective affiliates are responsible for any content, materials or other information located on or accessible from any other website. Neither Helbiz nor any of its respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from the Services, you do so entirely at your own risk.

12.15 Transactional Partners. In some cases, Helbiz partners with another company to co-promote their services within Helbiz's Services. In these cases, you are transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their Agreement are posted. When using these partner pages, you are bound by the partner Agreement in addition to remaining bound by this Agreement. When there is a conflict between this Agreement and the partner's agreement, Helbiz's Agreement will prevail.

12.16 Representations and Warranties. You represent that you are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and your use of the Services is and will be in compliance with all applicable laws. you represent that you have read, understood, agree with, and will abide by the terms of this Agreement. In addition, you represent and warrant that your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Submissions, or you are otherwise legally entitled to grant Helbiz all of the rights granted herein; and (b) Helbiz's use of your user submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including, without limitation, rights of publicity and privacy, and defamation. Furthermore, you shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

12.17 Choice of Law; Venue. Any dispute that arises out of or relates to this Agreement or the breach thereof that is not governed by the mandatory arbitration agreement, shall be governed by the law of the State of New York 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 New York 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.

12.18 Notices. You must provide any notice required in accordance with this Agreement via your Account or the following email address: ask@helbiz.com, except in cases where this Agreement directs communications to a more specific email address. Helbiz's routine communications regarding the Helbiz Services and any legal notices will be sent to you either electronically (via your Account, your email address on record or by text message to your mobile device using the number you provided), by United States mail or by courier, except that Helbiz may give notice of an amendment to the Agreement by posting the notice on Helbiz Website, your Account, or by email to the email address on record.

12.19 Data Breach Notification. Notwithstanding your determination to opt-out of receiving electronic messages or cease use of the Helbiz Services, you agree that in the event an incident occurs in which a third party obtains unauthorized access to your personal data provided to Helbiz, you agree that should Helbiz become legally obligated to provide notice of such unauthorized access, then Helbiz may provide such notice to you electronically by using the email address or mobile telephone number provided by you.

12.20 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Helbiz without restriction. Any assignment attempted to be made by you in violation of this Section shall be void. This Agreement will be binding upon and inure to the benefit of the parties hereto and permitted successors and assigns. No delay or omission by Helbiz to exercise any right or power occurring upon any noncompliance or default by you with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Helbiz of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. Helbiz may freely assign this Agreement and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice.

12.21 Severability. If any part of this Agreement other than the arbitration provision and class action waiver set forth in Section 12, above, is found invalid or unenforceable by a court of competent jurisdiction, then if practicable, the parties will substitute a valid provision that most closely approximates the intent and economic effect of the invalid provision(s). If a practicable substitution cannot be made, then the parties agree to sever the invalid provision(s), leaving the remainder of the Agreement in full force and effect.

12.22 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 or cellular data, 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.

12.23. Entire Agreement. This Agreement (including any terms and conditions or policies incorporated herein) constitutes the entire agreement between the parties hereto regarding the subject matter contained 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. Helbiz is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Helbiz.

12.24 Third Parties. You agree that, except as otherwise expressly provided in this Agreement, you have no third-party beneficiaries to this Agreement. The Services may be made available or accessed in connection with services and content (including advertising) controlled by third parties with different terms of use and privacy policies. Helbiz does not endorse these third-party services and content and Helbiz is not responsible or liable for any of their products or services. Additionally, Apple Inc., Google, Inc., Microsoft Corporation and/or BlackBerry Limited (or similar entities) will be a third-party beneficiary to these Terms if you access the Services using applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices (or the devices of such other similar entities), respectively. These third-party beneficiaries are not parties to this Agreement and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these applications or devices is subject to terms set forth in their respective terms of service and privacy policies.

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

12.26 Contact Helbiz. Helbiz is always here to help, and there are many ways to reach Helbiz. you can reach the Helbiz customer support team at +1 (619) 313-5812 through email at ask@helbiz.com, through Helbiz's website at <https://helbiz.com/>, or through the "report an issue" section of Helbiz App. You can even reach Helbiz by mail at 32 Old Slip, 32nd Floor, New York, NY 10005.

12.27 Network Access and Devices. You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services (including the App) and any updates thereto. Helbiz does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

12.28 Your Personal Information. Helbiz's collection and use of personal information in connection with the Services is set forth in the Privacy Policy found on Helbiz's website. Helbiz

and/or its third-party contractors monitor the location, charge (for electric Vehicles) and fuel status, odometer and other driving information (for car-sharing vehicles), and Helbiz may collect information regarding your use of the Services, subject to Helbiz's Privacy Notice.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of the Section "ASSUMPTION OF RISK, RELEASES, AND DISCLAIMERS OF WARRANTY", and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

HELBIZ, INC. USER AGREEMENT

Last Updates to Our User Agreement: January 27, 2020

PLEASE READ THIS ENTIRE AGREEMENT. THESE TERMS AND CONDITIONS ("TERMS") CONSTITUTE A LEGALLY BINDING AGREEMENT ("AGREEMENT") BETWEEN YOU AND HELBIZ, INC., THAT GOVERNS YOUR ACCESS TO AND USE OF ANY AND ALL PRODUCTS AND SERVICES THAT WE PROVIDE, INCLUDING, WITHOUT LIMITATION, ANY AND ALL USE OF HELBIZ'S PRODUCTS AND SERVICES, INCLUDING ACCESS OF OR USE OF SCOOTERS, OR ACCESS TO THE WEBSITE OR ACCESS TO THE MOBILE APPLICATION, AND/OR ANY PRODUCT OR SERVICE RELATED TO USE OF ITS SCOOTERS, IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OR THE PRIVACY POLICY, YOU MUST IMMEDIATELY CEASE USING THE SERVICES.

ARBITRATION NOTICE: THIS AGREEMENT REQUIRES THAT ALL DISPUTES BE RESOLVED INDIVIDUALLY BY BINDING ARBITRATION. IT ALSO INCLUDES A CLASS ACTION WAIVER. THE ARBITRATION CLAUSE, THEREFORE, AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY. YOU HAVE A RIGHT TO OPT-OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN THE "RIGHT TO OPT OUT" SECTION.

1. SCOPE OF AGREEMENT

Helbiz provides powerful micro-mobility solutions for urban areas around the world. Since we know that small trips add up, we are proud that our eco-friendly electric scooters and electric city

bikes help to reduce our collective carbon footprint while offering a convenient transportation solution. This User Agreement and Terms of Service (collectively, the “Agreement”) is a legally binding agreement between you (“you,” “your,” or “Rider”) and Helbiz, Inc., (“Helbiz” “we,” “us,” or “our”). This Agreement states the material terms and conditions that governs your use of Helbiz Services (defined below).

This Agreement, together with all updates, supplements, additional terms, and all of Our rules and policies collectively constitute this “Agreement” between you and us. Our services are comprised of the following: (1) Helbiz mobile application (“Helbiz App”) and related website, (2) Our electronic scooters and electric city bikes (collectively referred to as “Vehicle” or “Vehicles”), and (3) all other related equipment, personnel, services, applications, websites, and information provided or made available by Helbiz (collectively referred to as “Helbiz Services” or “Services”).

We agree to allow you to rent the Vehicles, subject to the terms and conditions set forth in this Agreement. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in U.S. dollars.

In some instances, both this Agreement and separate guidelines, rules, or terms of use, setting forth additional or different terms and/or conditions will apply to your use of the Services (in each such instance, and collectively, “Additional Terms”). The Additional Terms are incorporated into this Agreement by this reference. To the extent there is a conflict between this Agreement and any Additional Terms, this Agreement will control unless the Additional Terms expressly state otherwise. By using the Services, you acknowledge and accept the Helbiz Privacy Policy, and consent to the collection and use of your data in accordance with that Privacy Policy.

2. RENTAL AND USE OF PRODUCTS

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

2.2 Rider is At Least 18 Years Old. Rider represents and certifies that Rider is at least 18 years old and that Rider is thus legally able to enter this contractual Agreement. Helbiz does not authorize or agree to the use of the Vehicle by persons under the age of 18, even if the Service is subscribed for by and under the responsibility of the minor’s parent or legal guardian. By authorizing use of the Service by a minor, the parent or legal guardian agrees s/he is fully responsible and liable for all injuries, damages, and costs and expenses arising from or related to the minor’s use of the Service. Operation or use of Vehicle product by any minors not at least 18 years old is expressly prohibited under this Agreement, as use of electric scooter products by younger riders on public streets or around traffic has long been recommended against by Helbiz, which advises and recommends that any rider must check local laws applicable to

scooter use, avoid public streets and vehicular traffic, and avoid use in reduced visibility conditions.

2.3 Rider is a competent operator, physically and mentally fit to ride Vehicle. Rider represents and certifies that he/she is familiar with the operation of the Vehicle and is reasonably competent and physically fit to ride the Vehicle. Persons with any mental or physical conditions that may make them susceptible to injury, impair their physical dexterity or mental capabilities to recognize, understand and follow safety instructions and to understand the hazards inherent in the product's use, should not use or be permitted to use products inappropriate for their abilities. Persons with heart conditions, head, back or neck ailments (or prior surgeries to these areas of the body), or pregnant women, should not operate Vehicles or similar products.

By choosing to ride a Vehicle, Rider assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including darkness or impaired visibility, fog, rain, snow, hail, ice or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust your riding behavior and braking distance to suit the weather and traffic conditions, and are also advised to recognize that riding in low visibility conditions decreases your ability to see and be seen, thus enhancing risks of injury associated with the use of riding products, especially on public streets and around vehicles or pedestrians.

2.4 The Vehicle is the Exclusive Property of Helbiz. Rider agrees that the Vehicle and any equipment attached thereto, at all times, remains the exclusive property of Helbiz. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other equipment of Helbiz in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other equipment of Helbiz for any advertising or similar commercial purpose.

2.5 Operating Hours and Availability. Rider agrees and acknowledges that the Vehicles are available during specific operating hours established for each market in which Vehicles are offered. Such operating hours will be communicated clearly in Helbiz App within each market. Vehicles must be rented within the maximum rental time limits set forth below. The number of Vehicles is limited and availability is never guaranteed.

2.6 Use and/or Operation only in electronically restricted areas. Rider agrees to only use, operate and/or ride the Vehicle in electronically restricted areas. Vehicles may be equipped with capabilities which restrict usage to limited geographic areas and may cease to operate if ridden or removed from the Vehicle's electronically restricted range.

2.7 Rider Must Follow Laws Regarding Use and/or Operation of Motorized Scooters on Public Land. Rider agrees to follow all laws pertaining to the use, riding and/or operation of motorized scooters, including all state and local laws and the rules and regulations pertaining to such motorized scooters in the area where you are operating the Vehicle, including without limitation

any helmet laws. There is no “universally applicable” federal law governing operation of motorized scooters and laws therefore can and do differ in different locales.

2.8 Prohibited Acts. Rider agrees to the following:

- Both hands are required to safely operate a Vehicle – you must not ride a Vehicle while carrying any briefcase, backpack, bag, or other item if it impedes your ability to operate safely the Vehicle.
- While riding a Vehicle, you must not use any cellular telephone, text messaging device, portable music player, or other device that may distract you from safely operating the Vehicle. You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair your ability to safely operate a Vehicle.
- You must not ride with a second person on a Vehicle.
- You may not do anything to the Vehicle that impedes a subsequent authorized rider from using it.
- The Vehicle must be parked at a lawful parking spot. Vehicle cannot be parked on private property or in a locked area or in any other non-public space. It must be visible to Helbiz’s service staff for collection, recharging, etc.

2.9 Vehicle is Intended for Only Limited Types of Use. The Vehicle is intended for use on flat, dry surfaces such as pavement or level ground, without loose debris such as sand, leaves, rocks or gravel. Wet, slick, bumpy, uneven or rough surfaces may impair traction and contribute to possible accidents. Watch out for potential obstacles that could catch your wheel or force you to swerve suddenly or lose control. Avoid sharp bumps, drainage grates, or sudden surface changes.

2.10 Weight Limit. You must not exceed the maximum weight limit for the Vehicle of 250 pounds.

2.11 No Tampering. You must not tamper with, disassemble, or attempt to gain unauthorized access to the Vehicle. You must not use the AA or other equipment of Helbiz other than for purposes of using a Vehicle pursuant to this Agreement.

2.12 Reporting of Damage or Crashes. Rider must report any accident, crash, damage, personal injury, stolen or lost Vehicle, to Helbiz as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she may be held responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney’s fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.

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

2.14 Rider Responsibility to lock the Vehicle. If the Vehicle has a retractable or removable lock, Rider is responsible for securing the Vehicle to a bicycle rack or other appropriate and lawful location using the lock to protect against theft of the Vehicle unless another method of locking is explicitly permitted by the system rules applicable in Rider's market. Rider agrees to ensure that when a Vehicle is not in use the retractable or removable lock is at all times securely attached to the Vehicle, if removable, and a proper rack or other appropriate and lawful location and not only to the Vehicle. You shall not leave any Vehicle unattended at any location at any time for any reason, unless it is secured as specified above. Rider shall not use any other locking mechanism other than what is provided by Helbiz. Rider shall not lock and/or leave the Vehicle in a location where it cannot be accessed by Helbiz, nor in a location outside the designated service area or in violation of any applicable law.

2.15 Availability and Usage of Vehicle. Rider agrees and acknowledges that Vehicles are not available all the time. Vehicles require periodic charging of their batteries in order to operate. Rider agrees to use and operate the Vehicle safely and prudently and comply with all restrictions and requirements associated with the Vehicles provided by Helbiz from time to time. Rider understands and agrees with each of the following:

- The level of charge power remaining will decrease with use (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities may decrease (or cease in their entirety).
- The level of charging power at the time Rider initiates the rental or operation is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during use is not guaranteed and will vary based on the particular scooter road conditions, weather conditions and other factors.
- It is Rider's responsibility to check the level of charge power in Helbiz App and to ensure that it is adequate for the ride before initiating operation.
- Helbiz does not guarantee the distance and/or time that Rider may operate the Vehicle before it loses charging power completely. A Vehicle may run out of charging power and cease to operate at any time during Rider's rental, including before reaching Rider's desired destination.

3. MESSAGING, SMS OR TEXT MESSAGES

By creating a Helbiz Account, you agree that Helbiz may send you text (SMS) messages and/or email messages as part of the normal business operation and your use of the Helbiz Services or Helbiz Services. Such uses include, without limitation, to provide you with information you requested from Helbiz, to let you know about features, functions, improvements or changes to

the Helbiz Services, or other aspects of your Helbiz Account. These text (SMS) messages and/or email addresses may be automated or non-automated, and while Helbiz does not charge you to send or receive such messages, other message and data rates may still apply by your carrier or other provider. You may opt-out of receiving text (SMS) messages and/or email messages from Helbiz at any time by contacting our team at ask@helbiz.com, though we may still send you messages that are required for the proper functioning of the Helbiz Services. If you do not wish to receive any messages from Helbiz, you must terminate your Helbiz Account and cease using the Helbiz Services. You acknowledge that opting out of receiving text (SMS) and/or email messages may impact your use of and ability to fully use the Helbiz Services.

4. YOUR LICENSE TO USE THE HELBIZ SERVICES

Subject to your continuing compliance with these Terms, Helbiz grants you a limited, non-exclusive, revocable, nontransferable, and non-sublicensable license to reproduce and display content (excluding any software source code) solely for your personal and non-commercial use and only in connection with your access to and participation in the Helbiz Services. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Helbiz Services or any content contained on Helbiz App or related website, except as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Helbiz or its licensors, except for the licenses and rights expressly granted in these Terms.

5. PROHIBITED USES OF THE VEHICLES

You agree that the following conduct relating to Vehicle is prohibited:

- Using a Vehicle in connection with a criminal act;
- Using a Vehicle with the intent to destroy public or private property or to cause injury or damage to persons or private property;
- Using a Vehicle with passengers or more than one person;
- Placing any bags or other tangible things on the handlebars which interferes with the proper and safe operation of a Vehicle;
- Failing to yield to pedestrians on the public right of way;
- Parking a Vehicle in any area that is prohibited by law or which interferes with the public use of public right of way;
- Parking a Vehicle in private areas without the permission of the owner or authorized representative of the private property;
- Taking a Vehicle out of a public area, for example, taking a Vehicle into a building or other structure without our express permission;
- Interfering or attempting to interfere, either directly or indirectly, with a Vehicle's GPS, wireless or other technology;

- Removing or attempting to remove any Helbiz system designed to track Vehicle location or ride duration;
- Attempting to or riding a Vehicle without payment through any device, scheme or artifice;
- Using a Vehicle to propel or tow any vehicle, trailer, or other object;
- Using a Vehicle to transport animals of any kind or nature or any other persons;
- Using a Vehicle to in any type of race or competition, or to perform tricks;
- Using a Vehicle while under the influence of drugs, alcohol, medication or any other substance capable of interfering with your judgment, reflexes or safe use of the Scooter;
- Using a Vehicle in a negligent or abusive manner or in a manner that is outside the scope of a Scooter's ordinary and intended functionality and purpose (violating a traffic law, or receiving a ticket in an accident is not automatically a violation of this provision, but may be an indication that a violation of this provision has occurred);
- Using a Vehicle in inclement weather, including heavy rain, snow, electrical storms or strong wind, which make it more dangerous to operate a Scooter;
- Using a Vehicle to while texting, emailing, using a cell phone, or otherwise using a mobile device other than to operate the Vehicle that may distract from driving safely;
- Carrying any briefcase, backpack, bag or other item if that item impedes your ability to operate the Vehicle safely;
- Using any lock on a Vehicle other than the lock that Helbiz provides to you;
- Using a Vehicle in violation of any law;
- The foregoing list is not intended to be exhaustive and Helbiz expressly retains discretion to prohibit any unreasonable, unlawful or inappropriate use of a Vehicle.

6. ASSUMPTION OF RISK, RELEASES, AND DISCLAIMERS OF WARRANTIES

THIS SECTION CONTAINS PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

6.1 Assumption of Risk. You acknowledge and agree that riding a Vehicle and use of the Helbiz Service 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. You are solely responsible for any and all injury or damage caused by your use of a Vehicle, the Helbiz Services and/or any related equipment or services that are a part of, relate to or concern your use of a Vehicle, regardless of whether the injury or damage is caused to yourself or to others. You therefore assume full and complete responsibility for your use of a Vehicles or the Helbiz

Services and agree that Helbiz is not responsible for any injury, damage, harm or cost that you cause that is related to or arises out of your use of a Vehicles, the Helbiz Services and/or any equipment or services that are a part of, relate to or concern your use of a Vehicle or the Helbiz Services including damage to the Vehicle itself.

6.2. Limitation on Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE HELBIZ SERVICES OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A VEHICLE OR THE HELBIZ SERVICES, REMAINS WITH YOU. NEITHER HELBIZ NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE HELBIZ SERVICES, INCLUDING THE VEHICLES, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THIS AGREEMENT; (II) THE USE OF OR INABILITY TO USE THE HELBIZ SERVICES AND/OR ANYTHING THAT RELATES TO OR CONCERNS YOUR USE OF A VEHICLE; (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE HELBIZ SERVICES; (IV) ANY AND ALL USES OF THE HELBIZ SERVICES INCLUDING THE WEBSITE, MOBILE APPLICATION, PRODUCTS AND SERVICES (INCLUDING THE VEHICLES) AND/OR (V) YOUR MISCONDUCT OR NEGLIGENT USE OF THE HELBIZ SERVICES INCLUDING THE VEHICLES, OR THE NEGLIGENCE OR MISCONDUCT OF A THIRD PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HELBIZ HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL HELBIZ'S AGGREGATE LIABILITY ARISING OUT OF, RELATING TO YOUR RELATIONSHIP WITH HELBIZ, THIS AGREEMENT, YOUR USE OF THE HELBIZ SERVICES OR ANYTHING RELATING TO OR CONCERNING YOUR USE OF A SCOOTER, EXCEED THE AMOUNTS YOU HAVE PAID TO HELBIZ IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), IF NO SUCH PAYMENT HAS BEEN MADE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN HELBIZ AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6.3. Disclaimer of Express and Implied Warranties. HELBIZ'S WEBSITE AND MOBILE APPLICATION, ALL OF THE SERVICES, VEHICLES AND ANYTHING RELATING TO YOUR

USE OF A VEHICLE ARE PROVIDED ON “AS-IS” AND “AS AVAILABLE” AND YOU USE THEM SOLELY AT YOUR OWN RISK. HELBIZ DOES NOT REPRESENT OR WARRANT THE FUNCTIONALITY OF ANY VEHICLE, ANY HELBIZ SERVICE OR THAT ANY VEHICLE OR ANYTHING RELATING TO YOUR USE OF A VEHICLE WILL BE IN GOOD REPAIR OR ERROR-FREE OR FREE FROM DELAYS, DEFECTS, OMISSIONS, INTERRUPTIONS OR INACCURACIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, HELBIZ DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES. IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MIGHT NOT APPLY TO YOU AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

6.4. Release of Liability. You acknowledge that use of Helbiz’s Vehicles and any related equipment or materials, 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 release Helbiz and the Released Parties (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, based on direct or vicarious liability, and regardless of legal theory, that: (a) relate to, are based on, concern, or arise out of your use of a scooter, any Helbiz Service, Helbiz website and/or Helbiz Materials; (b) relate to, are based on, concern, or arise out of any of the equipment that Helbiz provides to You (collectively the “Claims”). “Released Parties” as used herein means Helbiz, Inc., and each of their 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 ventures, and each and all of their respective officers, investors, partners, directors, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, and insurers. This Release is intended to a general and complete release of all Claims and all Released Parties 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 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER

SETTLEMENT WITH THE DEBTOR.” 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 Vehicles, 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.

6.5. Indemnification. You agree to indemnify and hold Helbiz, its predecessors, successors, subsidiaries, affiliates, and each of its directors, shareholders, investors, employees and authorized agents harmless from and against all third-party claims arising out of or in any way relating to any injury, illness, death or loss of or damage to property allegedly suffered as a result of your use of the Helbiz Services including the Vehicles or anything that relates to or concerns your use of Helbiz Services, including the Vehicles.

7. BINDING ARBITRATION and CLASS ACTION WAIVER

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

7.1 Initial Dispute Resolution. The application contains means to receive support and address any concerns you may have regarding your use of Rental Services. The parties shall use their best efforts through this support process to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating mediation, arbitration, or a lawsuit.

7.2 Binding Arbitration. If the parties do not reach an agreed upon solution through the support process, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms of Service, and the parties’ relationship with each other shall be finally settled by binding arbitration administered by a mutually agreed upon arbitrator or arbitration service.

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

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Helbiz will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location

The arbitration will take place in New York City, New York or a mutually agreed upon location.

Class Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND HELBIZ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Litigation of Intellectual Property and Small Claims Court Claims

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

Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: 32 Old Slip, 32nd Floor, New York NY 10005. The notice must be sent within 30 days of your first use of Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt-out of these arbitration provisions, Helbiz also will not be bound by them.

Changes to this Section

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

8. FEEDBACK

By sending Helbiz any feedback, comments, questions, or suggestions concerning Helbiz or Helbiz Services (collectively, "Feedback") you represent and warrant (a) that you have the right to disclose the Feedback, (b) that the Feedback does not violate the rights of any other person or entity, and (c) that your Feedback does not contain the confidential or proprietary information of any third party or parties. By sending us any Feedback, you further (i) agree that we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (ii) acknowledge that we may have something similar to the Feedback already under consideration or in development, (iii) grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, sublicense or otherwise exploit the Feedback, and (iv) irrevocably waive, and cause to be waived, against Helbiz and its users any claims and assertions of any moral rights contained in such Feedback. This Feedback section shall survive any termination of your Helbiz Account or termination of the Helbiz Services, if any.

9. Additional Terms of Use

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

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

Vehicle by a Rider. Rider must report Vehicle disappearance or theft to Helbiz immediately or as soon as possible.

9.3 Helmets; Safety. Helbiz recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. Rider agrees that none of Helbiz and its Released Parties are liable for any injury suffered by Rider while using the Service, whether or not Rider is wearing a helmet at the time of injury. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

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

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

9.6 Limitations on Availability of Service. Helbiz makes every effort to provide the Service 365 days per year, but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent Helbiz from providing the Service. Access to the Service is also conditioned on the availability of Vehicles. Helbiz does not represent or warrant the availability of any Service or the availability of any Vehicle at any time. Rider agrees that Helbiz may require Rider to return a Vehicle at any time.

9.7. License to Image and Likeness. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, you do hereby knowingly, voluntarily, and irrevocably: (1) give your full and unconditional consent to Helbiz and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, your appearance and voice in photographs, videos, and other recordings related to your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Helbiz and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record your appearance and voice related to your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Helbiz may decide in its sole and absolute discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and

discharge Helbiz and all Released Parties from all Claims that you have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by you in this paragraph.

9.8. Access License. Subject to your strict compliance with this Agreement and the Additional Terms, Helbiz grants you a limited, revocable, non-exclusive, non-assignable, non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless Device, or other Internet enabled Device (each, a "Device") for Your personal, non-commercial use only. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without Helbiz's express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you. The foregoing limited license: (i) does not give You any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Helbiz's sole and absolute discretion, and without advance notice or liability.

9.9. Copyright and Ownership. All of the content featured or displayed on the Services, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations ("Content"), is owned by Helbiz, its licensors, vendors, agents and/or its Content providers. All elements of the Services, including, without limitation, the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services is being made available. Except as permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services. The Services, its Content and all related rights shall remain the exclusive property of Helbiz or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

9.10. Trademarks/No Endorsement. All trademarks, service marks and trade names of Helbiz used herein (including but not limited to: HELBIZ name, HELBIZGO name, HELBIZBIKE name, Helbiz corporate logo, the Services name, the Services design, and/or any logos) (collectively "Marks") are trademarks or registered trademarks of Helbiz or its affiliates, partners, vendors or

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

9.11. Solicited Submission Policy. Where Helbiz has specifically invited or requested submissions or comments, Helbiz encourages you to submit content (e.g., comments to blog posts, participation in communities, tips, etc.) to Helbiz that they have created for consideration in connection with the Helbiz Website and Helbiz App ("User Submissions"). User Submissions remains the intellectual property of the individual user. By posting content on Helbiz Website and Helbiz App, you expressly grant Helbiz a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and Helbiz shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

9.12. Inappropriate User Submissions. Helbiz does not encourage, and does not seek, User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that you have not and will not engage in any of the foregoing activities in connection with producing your User Submission. Without limiting the foregoing, you agree that in conjunction with your submission, you will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Helbiz will reject any User Submissions in which Helbiz believes, in its sole and absolute discretion, that any such activities have occurred. If notified by you of a submission that allegedly violates any provision of this Agreement, Helbiz reserves the right to determine, in its sole and absolute discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.

9.13. Inappropriate Material. You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriates third party intellectual property or could

constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or “spam” on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that we may have at law or in equity, if we determine, in our sole and absolute discretion, that you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Agreement, we may take any action we deem necessary to cure or prevent the violation, including, without limitation, banning you from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

9.14. Access and Interference. You agree that you will not use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose, in our sole and absolute discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Services; or (iii) bypass any measures we may use to prevent or restrict access to the Services.

9.15. Right to Takedown Content. Except as disclosed in our Privacy Policy, we will not monitor, edit, or disclose the contents of your e-mail or Content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on Helbiz or the Services; (2) protect and defend the rights or property of Helbiz, the Services, or the users of the Services; or (3) act in an emergency to protect the personal safety of our users, the Services, or the public. Users shall remain solely responsible for the content of their messages and Helbiz shall have no obligation to prescreen any such content. However, we shall have the right in our sole and absolute discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Agreement access to the Services or any part thereof.

9.16. User Published Content. User published Content and User Submissions do not represent the views of Helbiz or any individual associated with Helbiz, and we do not control this Content. In no event shall you represent or suggest, directly or indirectly, Helbiz’s endorsement of user published Content. Helbiz does not vouch for the accuracy or credibility of any user published Content on our Services or User Submissions published through our Services, and do not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such user published Content or User Submission. Through your use of the Services and Services, you may be exposed to Content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people

acting under false pretense, international trade issues and foreign nationals. By using our Services, You assume all associated risks.

9.17. Third Party Links. From time to time, the Services may contain links to websites that are not owned, operated or controlled by Helbiz or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave the Services. Neither we nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other website. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that you may obtain from using any other websites. If you decide to access any other websites linked to or from the Services, you do so entirely at your own risk.

9.18. Transactional Partners. In some cases, we partner with another company to co-promote their services within our Services. In these cases, you are transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their Agreement are posted. When using these partner pages, you are bound by the partner Agreement in addition to remaining bound by this Agreement. When there is a conflict between this Agreement and the partner's agreement, our Agreement will prevail.

9.19. Representations and Warranties. You represent that you are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and your use of the Services is and will be in compliance with all applicable laws. you represent that you have read, understood, agree with, and will abide by the terms of this Agreement. In addition, you represent and warrant that your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Submissions, or you are otherwise legally entitled to grant Helbiz all of the rights granted herein; and (b) Helbiz's use of your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including, without limitation, rights of publicity and privacy, and defamation. Furthermore, you shall be solely responsible for your own User Submissions and the consequences of posting or publishing them.

9.20. Choice of Law; Venue. Any dispute that arises out of or relates to this Agreement or the breach thereof that is not governed by the mandatory arbitration agreement, shall be governed by the law of the State of New York 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 New York for all claims and both parties expressly waive any objections or defense based upon lack of personal jurisdiction or venue. For any action not subject to mandatory arbitration pursuant to Section 12 above, the prevailing party to such dispute shall be entitled to recover its reasonable

costs incurred in prosecuting or defending against such dispute, including its reasonable attorneys' fees and experts' fees.

9.21. Notices. You must provide any notice required in accordance with this Agreement via your Account or the following email address: ask@helbiz.com, except in cases where this Agreement directs communications to a more specific email address. Helbiz's routine communications regarding the Helbiz Services and any legal notices will be sent to you either electronically (via your Account, your email address on record or by text message to your mobile device using the number you provided), by United States mail or by courier, except that Helbiz may give notice of an amendment to the Agreement by posting the notice on Helbiz Website, your Account, or by email to the email address on record.

9.22. Data Breach Notification. Notwithstanding your determination to opt-out of receiving electronic messages or cease use of the Helbiz Services, you agree that in the event an incident occurs in which a third party obtains unauthorized access to your personal data provided to Helbiz, you agree that should Helbiz become legally obligated to provide notice of such unauthorized access, then Helbiz may provide such notice to you electronically by using the email address or mobile telephone number provided by you.

9.23. Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Helbiz without restriction. Any assignment attempted to be made by you in violation of this Section shall be void. This Agreement will be binding upon and inure to the benefit of the parties hereto, and permitted successors and assigns. No delay or omission by Helbiz to exercise any right or power occurring upon any noncompliance or default by you with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Helbiz of any of the covenants, conditions, or agreements to be performed by you shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise. Helbiz may freely assign this Agreement and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice.

9.24. Severability. If any part of this Agreement other than the arbitration provision and class action waiver set forth in Section 12, above, is found invalid or unenforceable by a court of competent jurisdiction, then if practicable, the parties will substitute a valid provision that most closely approximates the intent and economic effect of the invalid provision(s). If a practicable substitution cannot be made, then the parties agree to sever the invalid provision(s), leaving the remainder of the Agreement in full force and effect.

9.25. 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.

9.26. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter contained 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. Helbiz is not obligated under any other agreements unless they are in writing and signed by an authorized representative of Helbiz.

9.27. No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to these terms and conditions contained herein.

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

9.29. Contact Helbiz. We are always here to help, and there are many ways to reach us. you can reach the Helbiz customer support team at +1 (619) 313-5812 through email at ask@helbiz.com, through our website at <https://helbiz.com/>, or through the “report an issue” section of Helbiz App. You can even reach us by mail at 32 Old Slip, 32nd Floor, New York, NY 10005.

RIDER ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of the Section “ASSUMPTION OF RISK, RELEASES, AND DISCLAIMERS OF WARRANTY”, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

I certify that I am the Rider, I am 18 years old or over, I will wear a helmet where required by law, I will not ride a Vehicle with another occupant, I will obey all traffic laws, I will ride at my own risk, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

**Helbiz Responses to Equipment & Safety - Type 1
Application for 2020-2021 Free-floating Scooter Share Pilot
City of Seattle, WA**

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

Does the device meet the requirements for Type 1 Scooter as described in Requirement G2.(d)18.i, as well as Requirements ES2?

Yes, Helbiz' Segway model Kick Scooter Max Pro SNSC2.2 complies with requirements for Type 1 Scooters.

How tamper resistant are the brakes? (see images described in Requirement ES1.2[c]8)

Brake cable and housing are mostly/completely protected.



- **Max Load (kg)**
 - 100 kg

- **Width of the floorboard**
 - 151 mm
- **Tire diameter at the widest point**
 - 10 inches, 23 cm
- **Suspension or Pneumatic Tires**
 - Gel-filled pneumatic tires
- **Swappable battery**
 - Yes, the battery is swappable
- **Any unique specifications as described in ES1.2(c)23.**
 - N/A

Photos and specifications

1. A description of the device and its components;

Helbiz proposes to deploy in the City of Seattle Segway model Kick Scooter Max Pro SNSC2.2. Complete device specifications are shown below:



2. the overall dimensions of the device with all components intact;

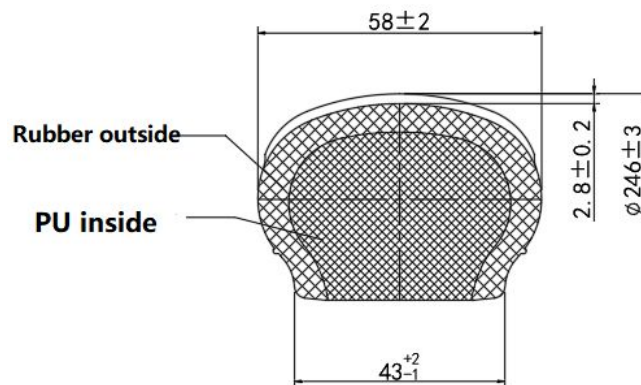
Kick Scooter Max Pro SNSC2.2 is: 1290 mm (L) x 840 mm (W) x 1195 mm (H).

3. the device's weight with all components intact;

The device weight with all components intact is approximately 23.5kg.

4. the diameter and width of each wheel and tire;

As shown below, the outer diameter and width of the wheel and tire are 16.5 cm (OD-wheel)/4.3 cm (width-wheel) and 23 cm (OD- tire)/5.8 cm (width- tire).



5. the tire type (i.e. solid, pneumatic)

The Helbiz scooter uses gel-filled pneumatic tires, as shown below:



6. type of suspension (if applicable);

N/A.

7. the type of brakes used on both the front and rear wheels;

The devices use a front hub brake and rear electronic brake.

8. photos of brake levers and any areas with exposed brake lines/cable housing;

The device contains no exposed brake lines or cable housing segments. The brake lever is on the left side of the handlebar, within reach of the handgrip, as shown in the photo below.



9. the distance between the centers of the front and rear wheels (“wheelbase”);

The device wheelbase is 45.6”.

10. the device’s maximum load capacity;

The device’s maximum load capacity is 100kg.

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”);

As shown in the image below, the standover height is 15 cm.



12. width of the floorboard (if applicable);

The floorboard width is 150.8mm, nearly 6 inches wide.



13. lighting (lamps) and reflector, as defined by Requirement ES2.;

The device includes lighting and reflectors meeting Requirement ES2, as shown below:





14. horn or bell

The bell is shown in gray where the left grip connects with the 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 device's electrical components are powered by a 36-volt, 15300-mAh swappable battery, as shown in its housing below the floorboard. The IOT unit has a small backup battery for maintaining data when the main battery is disconnected.



Recharge procedures include:

- 1) When the device is turned on, open the battery compartment by the APP and pull out the power line.
- 2) Take out the original battery, and replace a new one.
- 3) Close the battery compartment.
- 4) When the device is turned on again, check the battery state.

Device is fully charged when the LED on the charger changes from red (charging) to green (trickle green), it will take 4 hours for charging fully. When charging, the screen on the battery

will display different colors; when not charging, press the button for 2 seconds to display remaining power. The dashboard will show the battery level when charging.

17. the locking security system as detailed in Requirement ES2.6;

The device will have a locking security system per Requirement ES2.6 and will be submitted for approval by SDOT prior to deployment. While designs are being finalized to ensure compliance with city requirements, we anticipate utilization of a heavy-duty cinch strap, as shown below. We believe this will be useful in nudging compliance with the upright parking requirement as well as helping devices remain upright through any wind or accidental jostling by passersby.



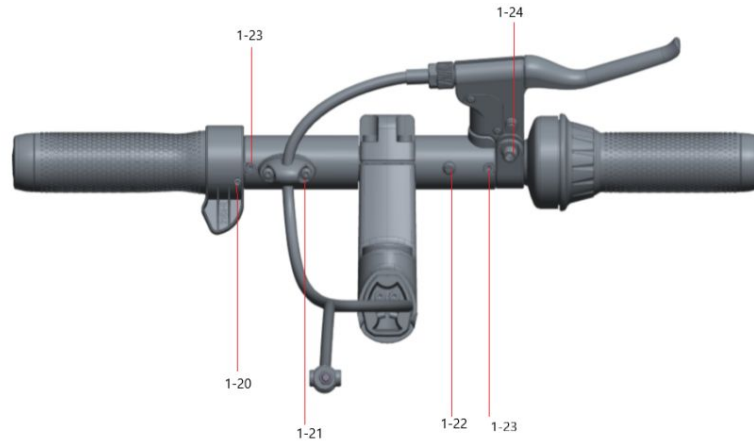
18. the location tracking technology (as defined within Requirement ES2.2), including transmission frequency, geographic accuracy, and margin of error;

The device's location tracking is performed via GPS. The transmission frequency is once every 10 seconds while the device is unlocked and every 15 minutes while locked. The margin of error is approximately 30 feet.



19. the motor wattage, maximum assisted speed, power source, operating range, and rider control mechanisms;

The device uses a 350-watt Hall brushless DC motor. Maximum assisted speed is 25 km/h. Its power source is a 36-volt, 15300-mAh swappable battery. Operating range is 60 km (typical mileage of test under riding full power, 75kg load, 25 degree Celsius environmental temperature, and 18 km/h on average on pavement). Rider control mechanisms include manual kick-to-start (motor engages only after the device reaches a speed of 3 km/h), steering controls, accelerator and brakes.



21	Brake line lock block, Hexagon socket head anti-theft screwM4*20
22	Handlebar ring right/left , Hexagon socket cylindrical head anti-theft carbon steel screwM4*8
23	Handlebar ring left , Hexagon socket head anti-theft screwM4*6
24	Brake assembly

20. the location of any cargo-carrying component or area and the maximum cargo load;

The device does not provide a separate cargo-carrying component/area; its total maximum load is 100kg.

21. kickstand type;

The device is equipped with a side stand style kickstand on the left side of the deck.



22. the proposed location of all information the Vendor is required to affix the device under Requirement ES3; and

The sticker will be placed on the upper part of the stem, facing the rider, as shown below:



23. any unique specification related to safety or durability that the Vendor or Program Manager deems relevant.

N/A.

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



A-ES1.3

Attach illustrated images of the Braille Identifier described in Requirement ES3.4.



A-ES1.4

Will devices participate in Emergency Unlocking, as described in Requirement ES2.8? (Attach a description [≤ 250 words] of the method for unlocking and providing devices free of charge.)

Helbiz will participate in Emergency Unlocking. If ordered by the Mayor during a civil emergency, Helbiz would be prepared to make all deployed devices available free of charge. We can quickly set the price of the entire city from the backend, and if requested would set the entire fleet rental price to \$0. We could, in the same way, also unlock all vehicles in the city or in a defined area if necessary. Any user with the Helbiz app would then be able to unlock a device free of charge.

Our City Manager will serve as the primary point of contact for such an unlocking and will be able to implement the Emergency Unlock. Helbiz will also provide SDOT with a direct contact to our tech team who will be implementing the change.

**Helbiz Equity Plan
Application for 2020-2021 Free-floating Scooter Share Pilot
City of Seattle, WA**

Helbiz is committed and eager to deploy, market, and operate our shared mobility platform in compliance with both the spirit and letter of the Seattle requirements to serve the city equitably.

Ensuring Equitable Distribution by Exceeding Requirements for Environmental Justice Communities Deployments

We are committed to doing more than the minimum in Equity Deployment in Seattle. Helbiz will deploy 50% more devices than required in Environmental Justice (EJ) Communities-- a minimum of 15% of our total devices. We commit to particular community engagement efforts in these EJ communities in order to identify ways to better serve these areas and increase the usability and value proposition of our service to underserved users, thus driving higher utilization of our devices in these areas.



Our City Manager will be evaluated in part based on utilization in these EJ communities and Helbiz Access signup and utilization, as we believe these are both key measures of how equitably and how well Helbiz is serving Seattle. The Helbiz fleet management platform continuously monitors citywide distribution of devices, including the proportion of devices in EJ communities. This will notify us if our fleet is approaching noncompliance with the 10% of our fleet minimum or our committed 15% distribution in those communities. Our machine learning system will calculate the number of devices that must be redistributed, then assign locations and routes for our team to responsibly park the devices. This ensures we are operating efficiently while meeting our obligations and our responsibilities to the City of Seattle, regardless of fleet size fluctuations on a daily or long-term basis.

Ensuring Equitable and Affordable Mobility Options with the Helbiz Access Program

Through our Helbiz Access Program, we are proud to deliver equitable mobility to Seattle residents by offering affordable cash payment options, access for residents without smartphones, and discounted trips to residents who qualify for the ORCA Lift reduced-fare program or the Regional Reduced Fare Permit (RRFP) program. Helbiz Access in Seattle will discount the unlock fee for Helbiz Access riders to \$0.20 and provide a discounted rate of \$0.01 per minute. The maximum fee to Helbiz Access riders will be \$0.80 an hour. **(A-06)**

Helbiz Access pricing will be available to all Seattle residents who qualify for the the ORCA Lift reduced-fare program, the Regional Reduced Fare Permit (RRFP) program, Seattle Public Utility Discount Program, Seattle City Light Discount Program, Seattle Housing Authority, Apple Health (Medicaid), Seattle Housing Authority Senior Housing program, Seattle Housing Authority Low-income Public Housing, Washington Basic Food program, or the Washington State Food Assistant program. Status must be verified, which can be done at the

time of signing up for Helbiz, or as part of our community organization partnerships, and will unlock the discount program in the app. Verification of status will be valid for the remainder of our permit with the City.

Ensuring Equitable Access by Providing Access to Users Without Smartphones

Seattle residents without smartphones can set up a rider profile either online or in person at a community event or the Helbiz office. Users will be able to unlock our devices by texting our local phone number and a Helbiz employee will then remotely unlock the device. When the user is done riding and has parked the device, he/she will send a text message with the word “END” to the local Helbiz number in order to end the rental. The end of trip parking identification photo requirement will be waived for these individuals.

(A-O7)

Ensuring Equitable Access by Providing Access for the Unbanked

Helbiz will provide Seattle residents who do not have a smartphone and/or credit card with access to our service. Any Helbiz Access member can choose to use prepaid debit cards, available for purchase at most convenience stores and supermarkets, to pay for the service. Riders can sign up for Helbiz Access on the Helbiz website, via email, or in person at the Seattle Helbiz office. **(A-O7)**



Ensuring Equitable Rider Education and User Outreach

Helbiz is committed and eager to deploy, market, and operate our multi-modal shared mobility platform in compliance with both the spirit and letter of the Department’s requirements for EJ communities deployment, outreach, equitable management and accessibility. We understand that simply offering our service and a low-income discount program is not enough, and that the ultimate measure of our success must be the number of actual residents that enroll and utilize our devices.

This requires that we actively and consistently market our services to raise awareness and familiarity with the basics of our services, the types of devices we offer, pricing, and all rental methods, especially the low-barrier rental methods for those without smartphones, bank accounts, other capabilities.

To accomplish this, Helbiz will host community events in Seattle’s EJ communities and throughout the city, to market Helbiz Access and sign up eligible residents. Helbiz’s community outreach and equity efforts in Seattle will be led by our locally hired Community Engagement Manager. Helbiz will host at least 25 events in EJ communities during the permit year, which will be focused on 1) public awareness about safe and responsible riding and parking, 2) Helbiz Access awareness and enrollment, 3) encouraging micro mobility use as a safe, sustainable mode

of transportation through route planning and other important aspects of attracting people to ditch their cars and use bikes, scooters, and transit whenever possible.

Our Community Engagement Manager will identify highly trafficked areas in which to host events and reputable local community groups to partner with to increase awareness and attendance at local events. In addition, we will conduct advertising of Helbiz and Helbiz Access across Seattle with a particular focus in EJs and low-income and diverse communities across Seattle.

We also plan to engage and partner with many on-the-ground organizations that serve economically disadvantaged communities and individuals in Seattle, with an emphasis on those serving the EJ communities in each corner of the City. If awarded the privilege to operate our devices in the City of Seattle, we will immediately engage with the following groups, in addition to others identified by our Seattle Community Engagement teams once deployed:

- Northern EJ Community organizations such as the Lakefront Community House, the Low Income Housing Institute.
- Central EJ Community organizations such as the Food Bank at St. Mary's in Atlantic, with Child Haven in First Hill, and Byrd Barr Place in Minor.
- Southern EJ Community organizations such as the Seattle Stand Down in Georgetown, the Ethiopian Community in Seattle in Dunlap, and the Rainier Beach Family Center.

In addition to these neighborhood-specific organizations, we also hope to establish partnerships with other organizations not technically in the EJ communities list identified by SDOT, including the Jubilee Women's Center in the Miller Park/Stevens neighborhood, the Bridge Care Center in Adams, Greater Seattle Cares, the Washington Low Income Housing Alliance, and FareStart (among others). By engaging these groups, we will proactively educate vulnerable populations of the mobility options and various payment and technological methods for accessing Helbiz scooters. We will prioritize organizations with missions that center around the homeless or home insecurity, domestic abuse, family poverty, and LGBTQ equality. We will also build neighborhood-level relationships with organizations from diverse multicultural backgrounds that reflect the residents in the community.

Our community engagement team will seek to partner with local organizations such as Washington Bikes, the Cascade Bicycle Club, Cyclists of Greater Seattle (COGS), and Different Spokes to host and participate in safe riding educational events, online and in-person safe riding trainings, and new rider scooter trials at parking lots or other safe locations. Helbiz has successfully hosted weekly "Safe Sunday" events in US and Italian markets in which we operate to provide the public with the opportunity to safely try out our scooters and learn safe riding tips and the rules of the road.

We will also provide partner organizations with educational marketing materials outlining our services, prices, subscription and Access programs, and safe riding tips. Furthermore, we will provide paper copies of sign up sheets for them to offer their clients. This will help facilitate a simpler eligibility verification and enrollment process for our Helbiz Access

program that eliminates the need for in-person enrollment as that may present a barrier to some potential users.

Beyond our direct partnerships with these groups, all eligible residents can also sign up and provide documents verifying low-income status on the Helbiz website, via email, or in person at the Seattle Helbiz office.

Ensuring Equitable Service Through Language Support

Seattle's diversity is one of its most important strengths. With many non-english speaking residents and communities, it is essential that Helbiz's services and support functions meet the needs of all communities. As such, we offer 24/7 support and complaint phone services in all Tier 1 languages, including Cantonese, Korean, Mandarin, Somali, Spanish, Tagalog, and Vietnamese. A menu of options will be made available to every caller offering each available language and the appropriate option number to select, with instructions for each provided in the appropriate language.

Our marketing materials, whether distributed in person or on our website or through the SDOT website, will be available in all Tier 1 languages as well and all signage will feature easily understandable images and graphics.

Ensuring Equitable Outreach in West Seattle

Our community engagement team will promote sustainable transportation alternatives for West Seattle residents through a variety of outreach methods specifically focused in West Seattle, including:

- Hosting informational booths and safe riding education events at community activities and gathering points such as libraries, community centers, farmers markets, and public parks such as Hamilton Viewpoint Park and Hiawatha Playfield. At these booths we will provide customized "How to Get to the Bridge from Here" maps and safest scooter and bike routes to help community members access the Spokane Street Bridge;
- Hosting regular group rides for new users and first-time bike and scooter commuters to help familiarize West Seattleites with safe routes and to provide greater comfort through numbers. This will prioritize familiarity with the Spokane Street Bridge through access routes like the Harbor Ave SW trail and neighborhood greenways such as 21st Ave SW.
- Participating in SDOT West Seattle Community Outreach events and initiatives whenever SDOT allows, including outreach and engagement with the West Seattle Bridge Community Task Force;
- Communicating important WSB Community Task Force updates and events as well as relevant new project updates and openings of safe mobility infrastructure to our riders that live or take rides in West Seattle;
- Distributing information and facilitating sign ups at the Seacrest Dock King County Water Taxi and high demand transit stops in West Seattle, including the 773 and 775;
- Distributing informational pamphlets and materials with partnering local businesses in the targeted South West Seattle neighborhoods of Riverview, Roxhill, Highland Park, South Delridge, as well as in South Park.

Please see our attached West Seattle Operational Plan for more information on how we plan to serve West Seattle.

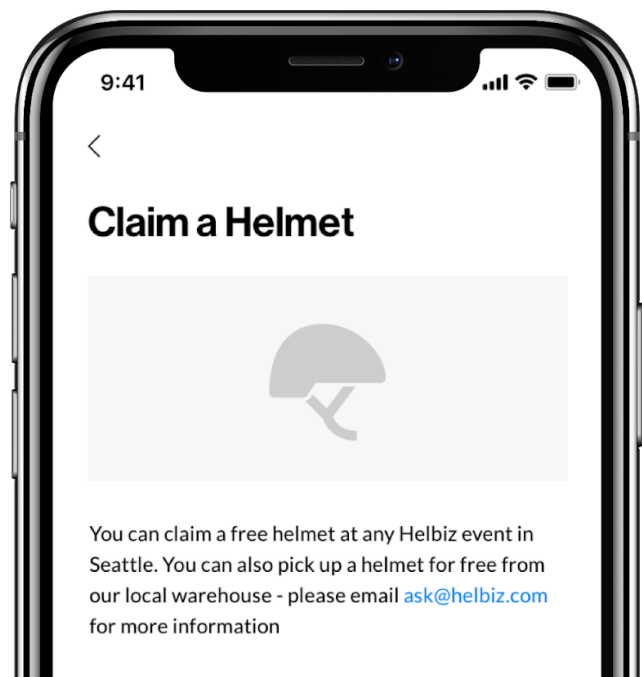
Ensuring Equitable Management of Helbiz Scooters

Equity requires more than just deploying in all neighborhoods. We are also dedicated to ensuring that all communities are provided with equally efficient, responsive, and responsible operations and service regardless of the demographic, socioeconomic, or geographic characteristics of the neighborhood. We train our operations, rebalancing, and community engagement teams on their responsibilities to execute, engage, and respect our riders and the community at-large in every part of the City. Our management team will also review response times and trends in complaints in EJ communities as well as non-EJ areas to ensure that we are providing equitable management and responsiveness throughout the City. This analysis will account for factors such as distance from the warehouse, etc but will not use such factors as excuses for falling short on our commitment and obligation to the City and all Seattle residents. **(A-08)**

Ensuring Safety and Averting Law Enforcement Interactions with Enhanced Helmet Distribution

The last few months have highlighted many risks experienced by African Americans and other minority communities directly related to law enforcement interactions and basic mobility. From jogging to biking and even the simple act of crossing the street, African Americans are more likely to be stopped and ticketed by police for seemingly innocuous traffic violations. With King County's mandatory helmet laws on the books, we must take proactive measures to ensure that dockless micromobility options do not inadvertently create additional points of conflict that lead to unnecessary harassment or arrests.

For this reason, Helbiz will make free helmets readily available and emphasize the importance of wearing helmets to avoid law enforcement harassment as part of our targeted EJ community outreach, Helbiz Access enrollment, within the Helbiz App, and in partnership with non-profit organizations and community groups in predominantly minority communities.



Helbiz Plan to Conduct a Life Cycle Analysis
Application for 2020-2021 Free-floating Scooter Share Pilot
City of Seattle, WA

Helbiz Life Cycle Analysis

Helbiz has created its own warehouse management and inventory tracking system that is integrated into every warehouse and each driver's app. The system tracks each scooter and each component that is used on each device. Helbiz is able to maintain a full history and logs of all parts that have been used on each device, including how long each part was operational.

Helbiz will produce life cycle reports within 30 days of request and at the close of each permit year by combining our detailed inventory tracking with the usage data. Using our warehouse management and inventory tracking system, we can accurately determine the lifespan of each device and part in distance (miles traveled) and time (including hours on the street, in ride, in transit, and in warehouse). Similarly, Helbiz will be able to provide the location of all devices no longer in use and will share with the city the location such as at the warehouse for repair, recycled appropriately with our vendor partner, or unknown (e.g. in the case of theft). Device references will always include the unique identification number (UIN) of the device in question.

Helbiz will track and report how devices are recycled, reused, or disposed of. The modular design of our e-scooters and bicycles reduces waste by maximizing reusability of all components. Should any device be deemed unrepairable, it will be disassembled and trained Helbiz mechanics will identify any reusable parts. This will be included in the history of parts provided to the City of Seattle as part of any Life Cycle Analysis. Non-reusable parts are separated between metal, electronics, and batteries and safely disposed of or recycled at a certified recycling facility. Parts that have been disposed of or recycled will be indicated as such in the LCA.

Helbiz Operational Plan for Connecting West Seattle to Transit and Ferry Services

Application for 2020-2021 Free-floating Scooter Share Pilot

City of Seattle, WA

The sudden and prolonged closure of the West Seattle Bridge has placed tremendous hardship and inconvenience on the communities throughout West Seattle. We understand that the effort to address this barrier to basic mobility and daily life requires all mobility providers to work hand in hand with SDOT, the impacted communities, Sound Transit, King County Metro, King County Water Taxis, Washington State Department of Transportation (WSDOT) Ferries, local businesses, and sustainable commuting organizations to overcome these challenges.

Helbiz is committed to being an active and committed partner in this effort using both our dockless e-bikes and scooters to help fill the mobility gaps facing residents of West Seattle.

Targeted West Seattle Community Engagement

Our community engagement team will promote sustainable transportation alternatives for West Seattle residents through a variety of outreach methods specifically focused in West Seattle, including:

- Hosting informational booths and safe riding education events at community activities and gathering points such as libraries, community centers, farmers markets, and public parks such as Hamilton Viewpoint Park and Hiawatha Playfield. At these booths we will provide customized “How to Get to the Bridge from Here” maps and safest scooter and bike routes to help community members access the Spokane Street Bridge;
- Hosting regular group rides for new users and first-time bike and scooter commuters to help familiarize West Seattleites with safe routes and to provide greater comfort through numbers. This will prioritize familiarity with the Spokane Street Bridge through access routes like the Harbor Ave SW trail and neighborhood greenways such as 21st Ave SW.
- Participating in SDOT West Seattle Community Outreach events and initiatives whenever SDOT allows, including outreach and engagement with the West Seattle Bridge Community Task Force;
- Communicating important WSB Community Task Force updates and events as well as relevant new project updates and openings of safe mobility infrastructure to our riders that live or take rides in West Seattle;
- Distributing information and facilitating sign ups at the Seacrest Dock King County Water Taxi and high demand transit stops in West Seattle, including the 773 and 775;
- Distributing informational pamphlets and materials with partnering local businesses in the targeted South West Seattle neighborhoods of Riverview, Roxhill, Highland Park, South Delridge, as well as in South Park.

Unlimited Monthly Subscription Plans

Helbiz is committed to offering Seattleites a range of pricing options to best fit their needs and budgets. Our Helbiz Unlimited plan offers users with unlimited trips for a simple, affordable, flat-rate monthly fee of \$29.95 per month. A Helbiz Unlimited Subscription provides access to both Helbiz e-scooters and e-bikes. Users may take Helbiz Unlimited trips in all cities in which we operate worldwide.

At less than \$1 per day, this option will be particularly attractive to West Seattle riders that need multiple longer distance trips for their commute to a Sound Transit station, a ferry terminal, or directly into downtown Seattle. During the initial three months of our deployment, we will give away free one-month

Helbiz Unlimited subscriptions through raffles amongst riders that join our group rides and other creative initiatives to encourage new riders in West Seattle to take sustainable micromobility trips.

Connection to Sound Transit, King County Metro, Water Taxi, and Washington Ferries

For at least the first three months of operation, Helbiz will offer a discounted fare for trips that begin or end at the Water Taxi terminals, targeted King County Metro bus stops and RapidRide stations along on the western portion of West Seattle, and to the Sodo Sound Transit Station to encourage and enable resident to use our micromobility platform as a sustainable, convenient, and affordable first and last mile connection to transit and the ferry system.

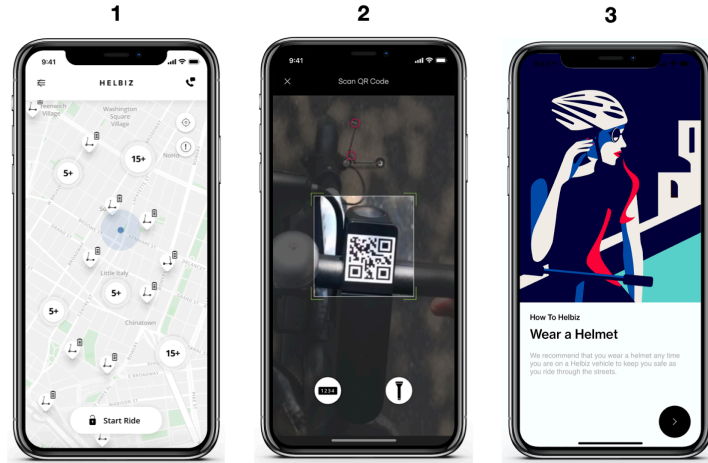
We will work closely with all agencies providing these transit services to ensure that our operations teams are in alignment with providers regarding device parking facilitation and rebalancing needs to ensure that our scooters and e-bikes are not presenting a nuisance or blocking pedestrian and wheelchair user access and mobility. This may include adding micromobility corrals, bike racks, or loading and unloading areas/access for operations teams over time and in full communication and agreement with relevant authorities. Over time, we will use our learnings and data to align redeployment and scooter availability with arrival and departure timing and peak periods for the Water Taxi, RapidRide, and King County Metro buses.

Collaboration with Commuter Trip Reduction Efforts

The West Seattle neighborhood has historically been a very auto-centric commuter area. With 81% of residents commuting by cars in 2019, this crisis presents a particularly difficult shock to the mobility habits of the community. As such, we plan to work closely with SDOT and organizations like Commute Seattle to educate West Seattle residents on the non-vehicular options available to them and how they can utilize Helbiz e-bikes and e-scooters in their new multi-modal trips to cross the Duwamish River into downtown Seattle. By working with existing organizations to advance the City's well established TDM strategies, we aim to leverage employers as strong advocates for helping their employees that live in West Seattle to adapt to their new commuting patterns, once public health officials have deemed it safe to return to offices.

HELBIZ

How to Helbiz



1
Open the App to
Locate Nearby Devices

2
Scan the QR Code

3
Review Safe Riding
Educational Tutorial

...and ride

Our Devices

Helbiz offers both e-scooters and e-bikes in Seattle using the same Helbiz app.

Pricing (Single Ride)

\$1 unlock fee

\$0.15 per minute

Helbiz Unlimited

No Unlock Fees,

\$29.95/month for unlimited rides

Helbiz Access

Our Discount Program for Low-Income Seattleites*

- Reduced Unlock Fees (\$0.20)
- Only \$0.01 per minute to ride!
- Enroll at our Office, or at Community Events

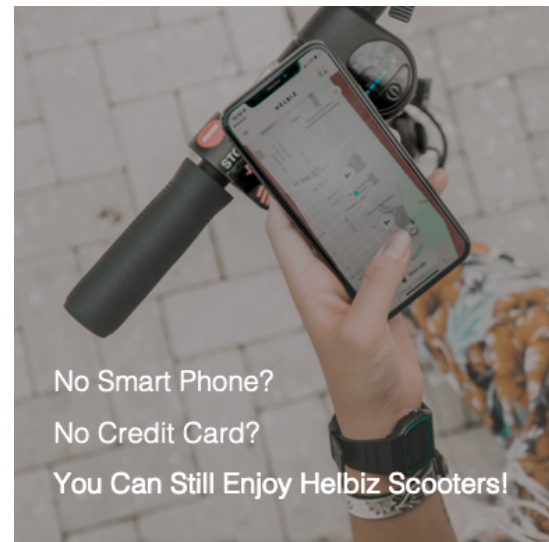
Alternative Methods for Renting Helbiz Scooters

No Smart Phone?

- Enroll in person at our Seattle Offices
- Then text "Unlock" and the scooter number to Helbiz at (888)974-9074 to unlock a scooter.
- Text "End" to end the ride

No Credit Card?

- Purchase a prepaid debit card available at any CVS, Walgreens, or 7-Eleven
- Load prepaid debit cards in person or on our website www.Helbiz.com



No Smart Phone?
No Credit Card?
You Can Still Enjoy Helbiz Scooters!

* Eligibility for Seattle residents eligible for ORCA RRF, Seattle Public Utility Discount Program, Seattle City Light Discount Program, Seattle Housing Authority Apple Health, Seattle House Authority Senior Housing Program, Washington Basic Food Program.

Helbiz A-O1 and A-O2 Responses

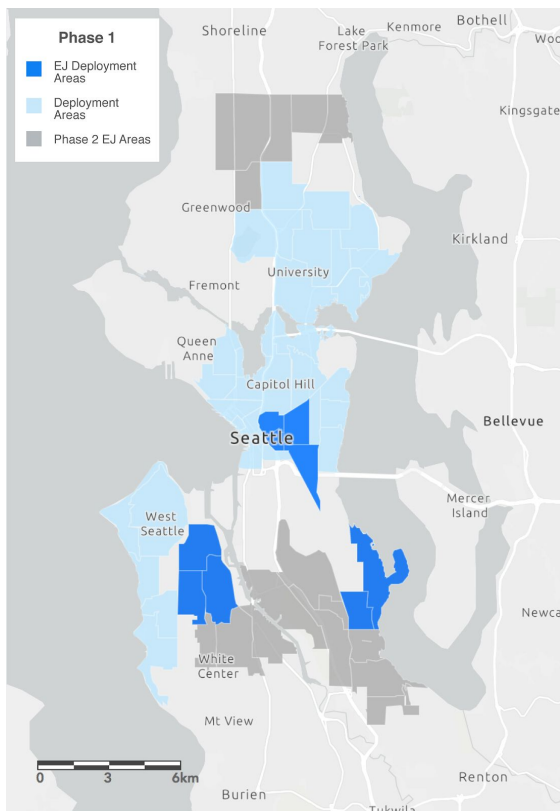
Application for 2020-2021 Free-floating Scooter Share Pilot

City of Seattle, WA

Helbiz has developed the following preliminary deployment plan to responsibly and efficiently launch our e-scooters in the City of Seattle. This three phased plan will gradually increase the supply on the streets from an initial deployment of 500 Type 1 Scooters on day 1 to the full 1,500 Type 1 e-scooters that we have proposed over the course of four weeks. The service area for every device during our proposed deployment, including the initial service area for the first 500 devices, is the entire City of Seattle, as seen in the Phase 3 Deployment Map below. **(A-O1)**

Riders may ride or end their trips at any appropriate parking area throughout Seattle, although we will deploy and rebalance our scooters in the neighborhoods identified in this plan. This is so targeted areas will be well-served from the start and our community engagement team can conduct focused outreach and educational events in the neighborhoods where our devices will be prominently available.

We have embraced this approach after experimenting in other markets with similar scale in which we have learned phased deployments with neighborhood-specific robust equity deployments are more effective at building new rider bases in previously underserved Environmental Justice (EJ) Communities compared to an initial deployment in which all equity areas are served with very few devices.

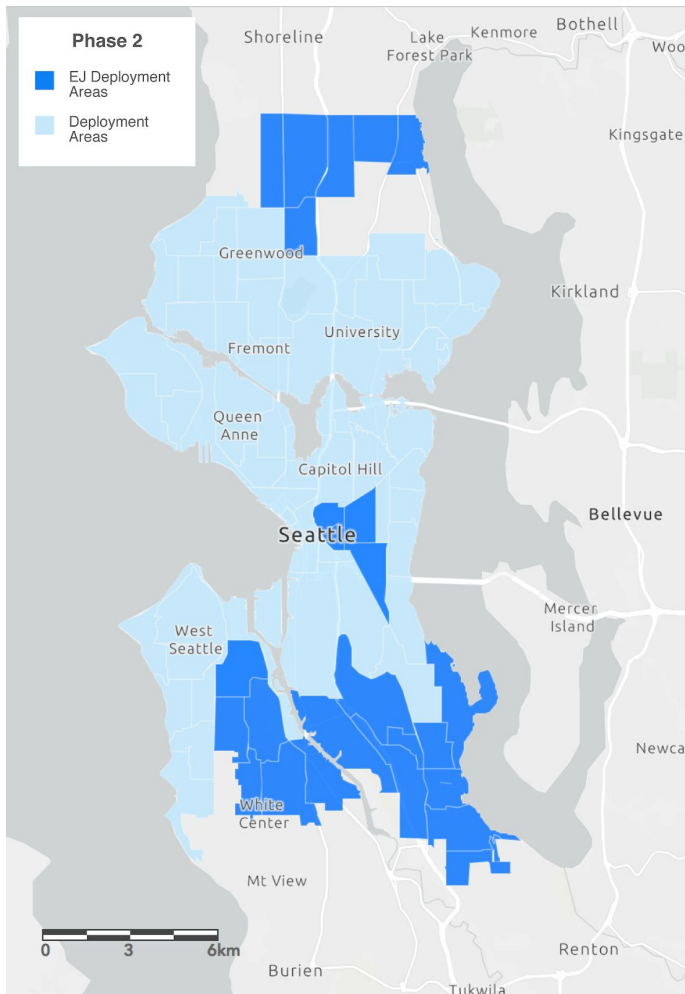


Phase 1 of our deployment will begin immediately the day on which Helbiz is authorized to begin operations in the City of Seattle, as directed by SDOT, and we will deploy 500 scooters total, including 75 scooters in select EJ Communities.

Phase 1 Deployment	
Area	# Scooters
Northeast Seattle	125
Downtown/Capitol Hill	200
West Seattle	100
Central EJC	25
West Seattle EJC	30
Southeast EJC	20
Total	500
Total EJC	75 (15%)

Phase 2 will begin two weeks from our initial deployment date and will add another 500 devices total, including another 75 devices in EJ Communities. During Phase 2 we will be expanding our deployment area to include the Beacon Hill, Rainier Valley, and New Holly EJs in the South and the Georgetown, Glendale and Roxhill EJs in West Seattle. We will also deploy 40 scooters in the Northern EJs of Bitter Lake, Olympic Hills, and Pinehurst.

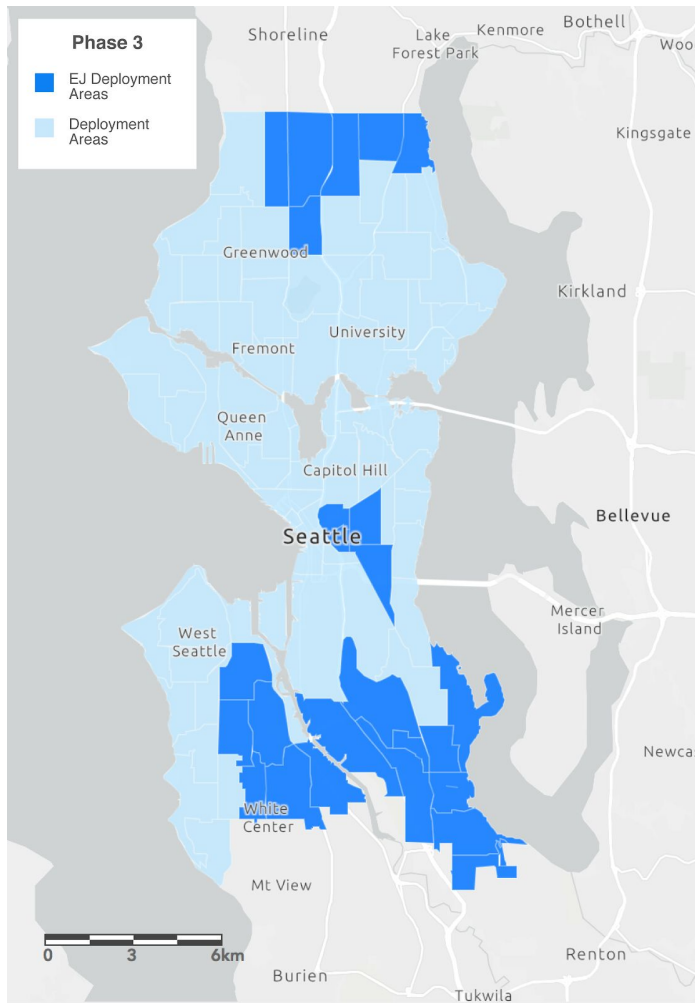
For non-EJ Communities expanded deployment zones, we will be adding more of the Queen Anne, Fremont and Greenwood areas as well as covering the Industrial District south of Downtown.



Phase 2 Deployment	
Area	# Scooters
Northeast Seattle University, Laurelhurst, Roosevelt	200
Downtown Pioneer Sq, Pike, Belltown, Cap Hill	350
West Seattle	135
Northwest Seattle Queen Anne, Interbay, Ballard	150
Central EJC	25
West Seattle EJC	45
Southeast EJC	50
Northern EJC	40
Total	1,000
Total EJC	150 (15%)

Lastly, after four weeks from our initial deployment, we will reach our **Phase 3** deployments. This will expand the Helbiz scooter fleet to the final total of 1,500 and our deployment areas will cover the entirety of the City and every EJ Community. We will exceed the required EJ Community deployment share by 50% with a 15% EJ Community deployment of 225 devices during Phase 3 and in perpetuity.

The distribution of our fleet will include the following breakdown by area of the City:



Phase 3 Deployment Areas	
Area	# Scooters
Northern Seattle	350
Downtown/Capitol Hill	505
West Seattle	185
Northwest Seattle Queen Anne, Interbay, Ballard	235
Central EJC	60
West Seattle EJC	55
Southeast EJC	55
Northern EJC	55
Total	1,500
Total EJC	225 (15%)

Helbiz Operations Responses
Application for 2020-2021 Free-floating Scooter Share Pilot
City of Seattle, WA

A-O3: Attach a description of the procedure for receiving and responding to reports received under Requirements O2.1, O2.4, and O2.7.

Improperly Parked Devices

Helbiz makes it easy for users of the app and any community residents to report parking or maintenance requests or issues. Each of our devices has a sticker on it that provides a customer service phone number that connects to live support personnel 24/7 and an email account that is supported 24/7. The individual making the report can provide the UIN clearly labeled on each device and be assured that the parking or maintenance issue they are reporting will be promptly resolved by our local operations team.

We also offer two options in our app for reporting parking and maintenance issues. The first is a live in-app chat which is monitored 24/7 -- any issue or question can be reported to this chat line. The second is to open the app, locate the device you are interested in and click to report issues including damage to the vehicle or improper parking. After receiving the report, our local operations team will route a member of our deployment and redistribution team to check on the vehicle and repair or remove the vehicle as appropriate.

We will immediately work with the City to integrate reports from the Find It, Fix It app so that our operations team is quickly and able to remedy such issues. We also partner with OurStreets, an app that crowdsources and analyzes reports from citizens including reports of parking or maintenance requests. OurStreets enables reporting of improperly parked devices, prompts users to relocate the device if possible, and routes all reports to us so we can address them quickly. This provides previously hard-to-collect data about where parking issues are underreported. We use this to target education and work with the City to identify potential locations for parking corrals or bike racks.

Once parking is flagged or reported as noncompliant, it will be added to the route for a deployment and redistribution team member. We are committed to rectifying issues within two hours, but our internal goal for response time is 20 minutes.

Idle Devices

Idle devices can be reported through the same methods as improperly parked devices. We are committed to exceeding the required 48-hour response time and will respond to inspect, repark, or remove the device within a maximum of 24 hours to any device reported to be idle. We also proactively avoid such issues by monitoring the activity of our fleet. Devices that are idle for 7 days are automatically flagged by our operations platform.

Participation in a City- Supported Centralized Parking Reporting System

Helbiz is willing to participate in a City-supported centralized parking reporting system, such as the Find It Fix It Program. If required, we will affix any necessary information to a prominent location on the stem of the device. We will work with the Program Manager to integrate the workflow into our operational and customer service systems to ensure issues that are reported through this platform will be addressed and resolved with the same speed and efficiency as issues reported through our own reporting systems.

A-O4: Attach illustrative images of the required public contact information described in Requirement O3.1.

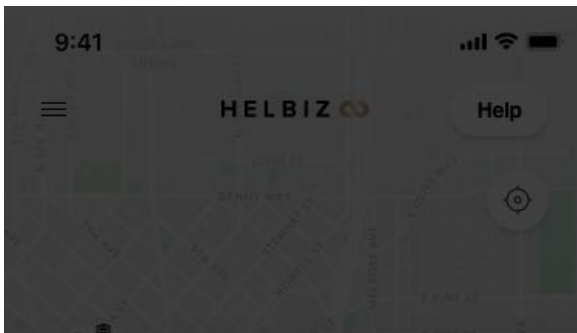


A-05: If known, attach the contact information for City use as described in Requirement O3.2.

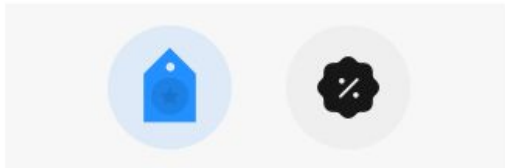
Not known, N/A

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?

Over the pilot period, the maximum amount a low income rider will pay to unlock and ride the device for 15 minutes is \$0.35 - a \$0.20 unlock fee and 1 cent per minute to ride.



Helbiz Access Program



Helbiz is proud to offer Helbiz Access in Seattle - a reduced fare program for participants in programs including ORCA Lift reduced fare, Apple Health (Medicaid), and most other transit, public housing, and food assistance programs. Once approved, rides will be only **\$0.20** to unlock and **1 cent per minute**.

Email ask@helbiz.com or call [insert #] to learn more and to register!

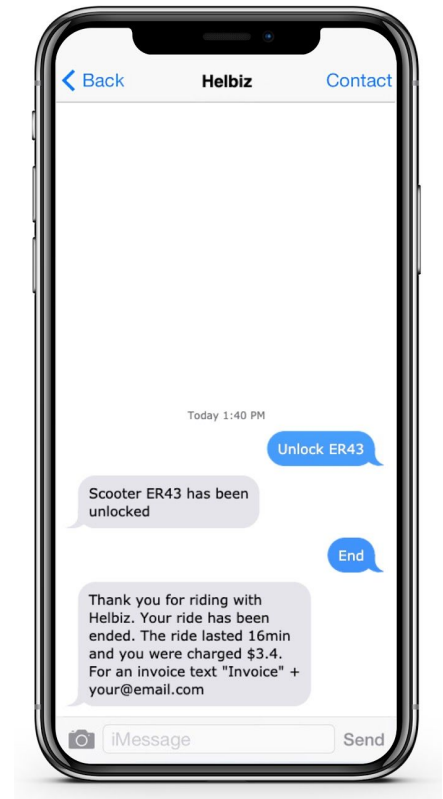
Done

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.

Helbiz will provide Seattle residents who do not have a smartphone and/or credit card with access to our service.

Seattle residents without smartphones can set up a rider profile either online or in person at a community event or the Helbiz office. Users will be able to unlock our devices by texting our local phone number and a Helbiz employee will then remotely unlock the device. When the user is done riding and has parked the device, he/she will send a text message with the word “END” to the local Helbiz number in order to end the rental. The end of trip parking identification photo requirement will be waived for these individuals.

Any resident of Seattle can also rent a device without a bank account or credit card. Helbiz users can choose to use prepaid debit cards, available for purchase at most convenience stores and supermarkets, to pay for the service. Riders can sign up for Helbiz Access (see image above, in A-O6) on the Helbiz website, via email, or in person at the Seattle Helbiz office. Riders who also do not have a smartphone can upload the prepaid debit card by contacting Helbiz as well.

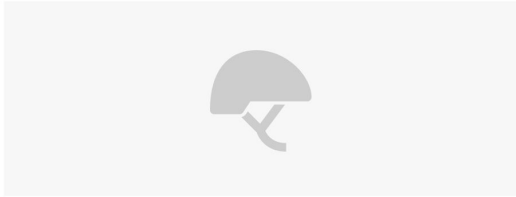


A-08: Attach a description and illustrative images of the helmet distribution plan, as described in Requirement O4.6.

Helbiz will host dedicated helmet giveaways throughout the city in public areas, so long as it is possible and permissible to do so in a safe, socially distanced manner. These events will take place frequently as part of our community engagement efforts in the first two months after launch. Helbiz will continue to make free helmets available at our community and marketing events throughout the permit term, including Helbiz Access events, throughout the city for the duration of our operations. In addition, we will have free helmets available for pick up from our local warehouse.

HELBIZ

Claim a Helmet



You can claim a free helmet at any Helbiz event in Seattle. You can also pick up a helmet for free from our local warehouse - please email ask@helbiz.com for more information

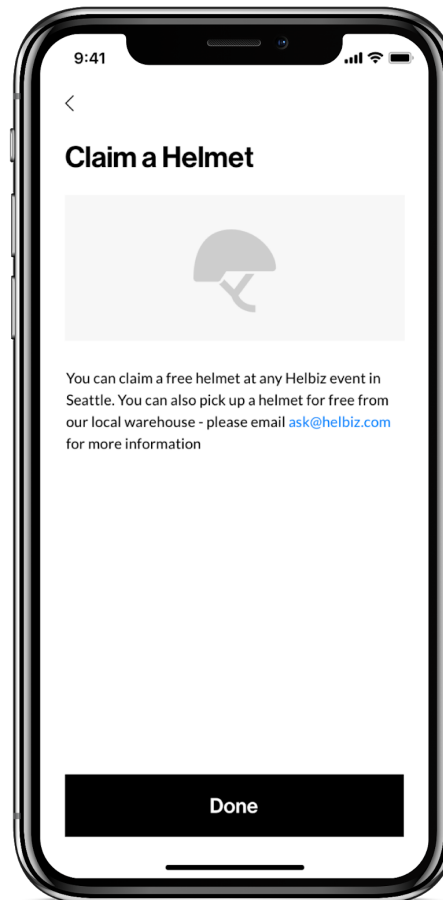
Shared Mobility of Tomorrow

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New York NY 10005
United States

+ 1 917-675-7155
support@helbiz.com

Download on the App Store | GET IT ON Google Play

f t @ M



A-09: Will the maximum device speed be limited to a speed of 8 MPH on a riders first use of the device, as described in Requirement O4.7?

Yes, the maximum speed will be limited to 8 miles per hour for any rider’s first use of a Helbiz scooter in the City of Seattle.

**Helbiz Rider Education Plan/ Responses to Operations A-O10 - A-O12
Application for 2020-2021 Free-floating Scooter Share Pilot
City of Seattle, WA**

Helbiz considers rider education to be of paramount importance to operating a sustainable dockless mobility service and takes our responsibilities to educate our users very seriously. We have implemented multipronged rider education plans in our markets around the globe that seek to ensure devices are used and parked responsibly, including never obstructing the right-of-way or accessible paths of travel. To educate Helbiz riders of their responsibilities and of best practices, we take a multi-faceted and ongoing approach to rider communication and education that includes the following.

For ease of review, we have customized our response to requirements A-10, A-11, and A-O12 of the Operations tab Appendix F.1 and included cross-references as appropriate.

A-10: Attach illustrative images of the Rider On-Device Education signage, as described in Requirement ES3.3 and O6.3(c)1.

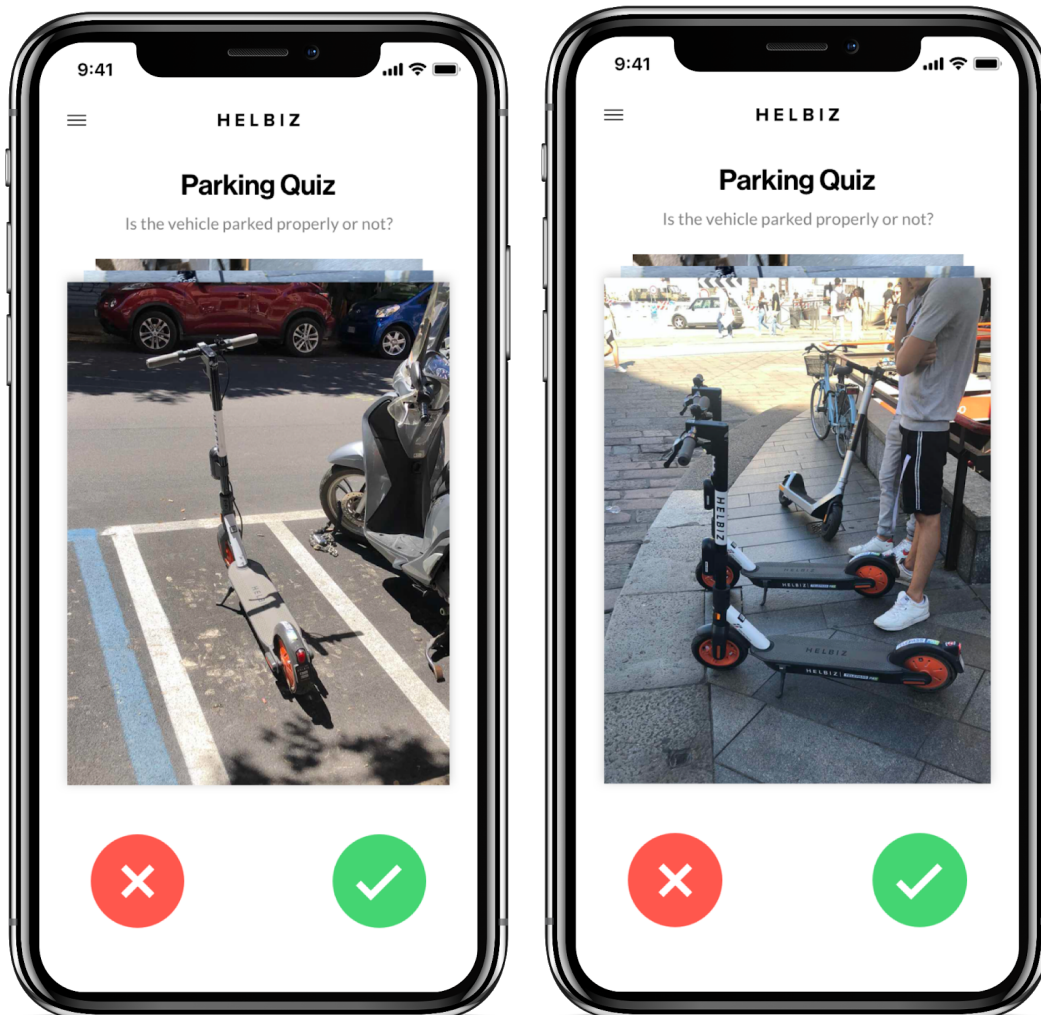


A-O11: Attach a description and illustrative images of the Digital Safe Parking and Riding Education Program described in Requirement O6.2.

Helbiz will implement an interactive Digital Safe Parking and Riding Program in accordance with Requirement O6.2. The program will require users to identify correctly and incorrectly parked scooters as well as safe riding behaviors (such as riding with a helmet vs not wearing a helmet or riding on a scooter vs riding in a bike lane). Users will be shown 5 questions from a variety of topics out of a question bank. We will require this program within the first three rides and at least once every three months thereafter.

Should we receive a permit, we will of course take new photos for the program in the City of Seattle so that the experience of the Digital Safe Parking and Riding Program is a localized, accurate experience.

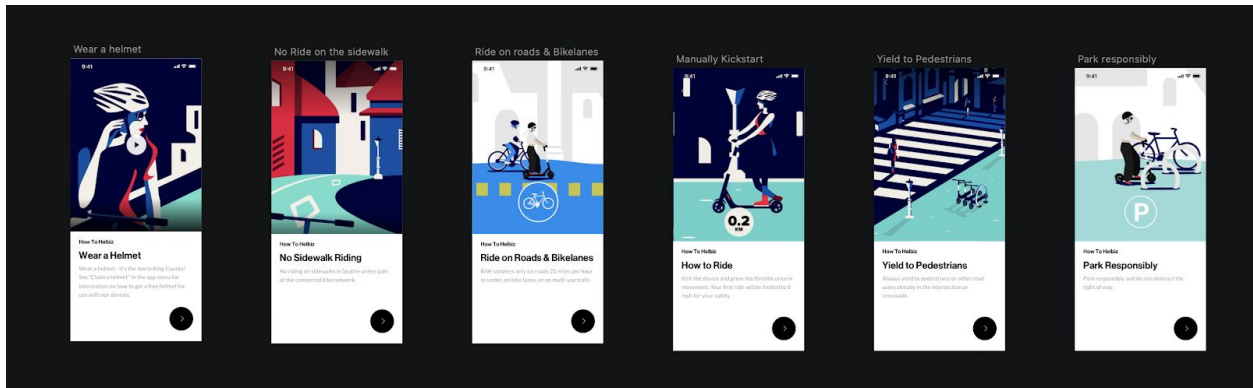
Sample Images of the program are as follows:



A-O12: Attach a description and illustrative images of any other educational programs related to safe parking and riding.

In-App Educational Programs

Helbiz incorporates a range of in-app features to educate riders about safe riding and encourage compliance, and will tailor our offerings to Seattle. All new users are required to review a detailed tutorial on safe riding and rules of the road and will also have to review the tutorial before each of their first three rides. This includes instructions on starting a ride and obeying the City’s rules for when and where scooters may be operated, the King County law about helmet wearing, and warning against double riding on the same scooter.



Further rider education occurs within our app at the end of each ride when the rider will be reminded of the City’s rules for parking electric scooters, including always leaving 6ft or more for walking and parking the devices upright at all times. Furthermore, every rider must take a photo of the parked device in order to end the ride, allowing verification of properly parked devices and nudging users toward following the rules for parking.

Lastly, the Helbiz app will feature pop-up notifications outlining special events and emergency orders to alert riders about new rules or restrictions on scooter use. These pop ups will also be used to promote scooter riding as an additive communications method in support of our tutorial.



How To Helbiz

Wear a Helmet

Wear a helmet - it's the law in King County! See "Claim a helmet" in the app menu for information on how to get a free helmet for use with our devices.



Speed Limit

Riding on the sidewalk

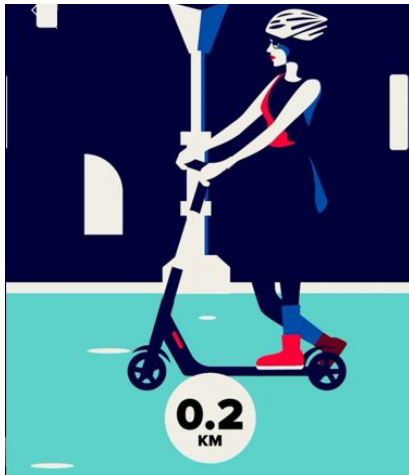
Scooters may not ride on sidewalks unless it is part of the connected bike network.



How To Helbiz

Ride on Roads & Bikelanes

Ride scooters only on roads 25 miles per hour or under, on bike lanes, or on multi-use trails.



How To Helbiz

How to Ride

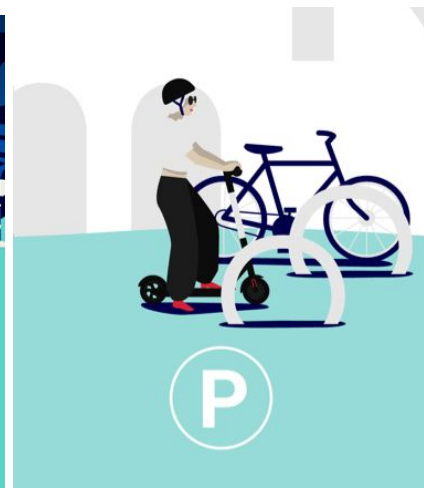
Kick the device and press the throttle once in movement. Your first ride will be limited to 8 mph for your safety.



How To Helbiz

Yield to Pedestrians

Always yield to pedestrians or other road users already in the intersection or crosswalk.



How To Helbiz

Park Responsibly

Park responsibly and do not obstruct the right of way.

Out-of-App Educational Programs

Communicating the rules of the road and safe riding behavior is an ongoing process and requires more than just the in-app tutorial. That is why Helbiz takes a multi-layer approach to educating and reminding our users using a combination of live/in-person and electronic/web-based communications to educate members about how to safely use the devices.

First, Helbiz Community Engagement team members will communicate in-person with riders/users at community events including our own events, which will be hosted at least monthly during the permit year. Helbiz will host helmet giveaways at our warehouse and at broader community events and locations such as farmers' markets, local community meetings, houses of worship, community centers, and other opportunities identified by our City team or recommended by the City or other officials.

Second, electronic/web-based safety communications will be made through push notifications to smartphones, regular user emails (for example, a review of riding and parking regulations), on Helbiz social media, and on our website, accessible via desktop or mobile.

We will communicate the consequences of unsafe riding practices, such as potential actions by law enforcement and/or progressive fines or deactivation by Helbiz. We seek to incentivize safe practices by providing an opportunity to collect points toward free minutes or rides with consistent safe riding. In addition, our devices will all include a "How to Ride" sticker highlighting some of the most important safe practices for riding scooters.

Our community engagement team will seek to partner with local organizations such as Washington Bikes, the Cascade Bicycle Club, Cyclists of Greater Seattle (COGS), and Different Spokes to host and participate in safe riding educational events, online and in-person safe riding trainings, and new rider scooter trials at parking lots or other safe locations. Helbiz has successfully hosted weekly "Safe Sunday" events in US and Italian markets in which we operate to provide the public with the opportunity to safely try out our scooters and learn safe riding tips and the rules of the road.



Safe Sunday event hosted in Turin, Italy

We will also engage critical partners in the disability rights community, including Rooted in Rights, to ensure that we are listening to their input and taking the necessary steps to ensure

that Helbiz scooters are not negatively impacting the safe mobility of Seattle residents that use wheelchairs or anyone with mobility, vision, or other disabilities.

A-O13: 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 O7.4(b).

Helbiz is committed and eager to deploy, market, and operate our multi-modal shared mobility platform in compliance with both the spirit and letter of the Department's requirements for Environmental Justice (EJ) Communities deployment, outreach, equitable management and accessibility. We understand that simply offering our service and a low-income discount program is not enough, and that the ultimate measure of our success must be the number of actual residents from EJ communities that enroll and utilize our devices.

This requires that we actively and consistently market our services to raise awareness and familiarity with the basics of our services, the types of devices we offer, pricing, and all rental methods, especially the low-barrier rental methods for those without smartphones, bank accounts, other capabilities.

To accomplish this, Helbiz will host community events in Seattle's EJ communities and throughout the city, to market Helbiz Access and sign up eligible residents. We also plan to engage and partner with many on-the-ground organizations that serve economically disadvantaged communities and individuals in Seattle, with an emphasis on those serving the EJ communities in each corner of the City. If awarded the privilege to operate our scooters in the City of Seattle, we will immediately engage with the following groups, in addition to others identified by our Seattle Community Engagement teams once deployed:

- Northern EJ Community organizations such as the Lakefront Community House, the Low Income Housing Institute.
- Central EJ Community organizations such as the Food Bank at St. Mary's in Atlantic, with Child Haven in First Hill, and Byrd Barr Place in Minor.
- Southern EJ Community organizations such as the Seattle Stand Down in Georgetown, the Ethiopian Community in Seattle in Dunlap, and the Rainier Beach Family Center.

In addition to these neighborhood-specific organizations, we also hope to establish partnerships with organizations not technically in the EJ communities identified by SDOT, including the Jubilee Women's Center in the Miller Park/Stevens neighborhood, the Bridge Care Center in Adams, Greater Seattle Cares, the Washington Low Income Housing Alliance, and FareStart (among others) to proactively educate vulnerable populations of the mobility options and various payment and technological methods for accessing Helbiz scooters.

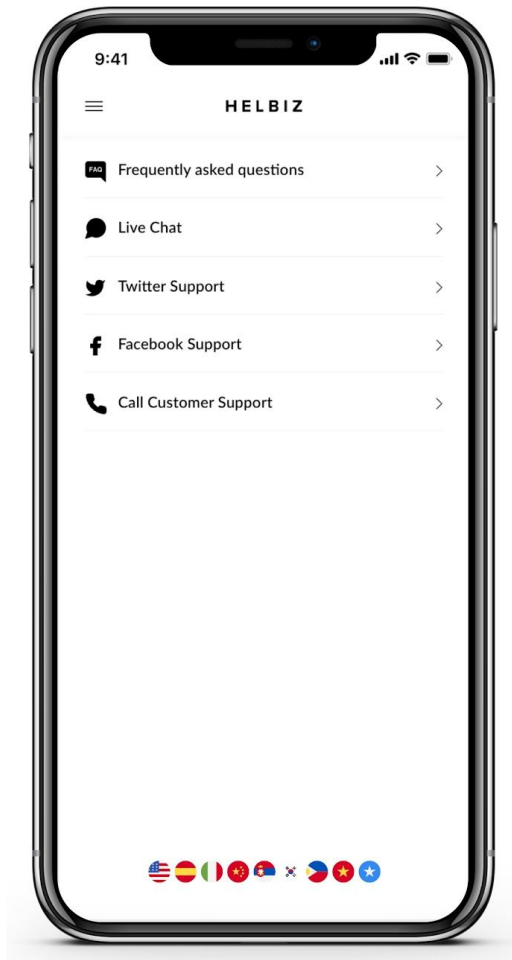
We will also provide partner organizations with educational marketing materials outlining our services, prices, subscription and Access programs, and safe riding tips. Furthermore, we will provide paper copies of sign up sheets for them to offer their clients. This will help facilitate a simpler eligibility verification and enrollment process for our Helbiz Access program that eliminates the need for in-person enrollment as that may present a barrier to some potential users.

Beyond our direct partnerships with these groups, all eligible residents can also sign up and provide documents verifying low-income status on the Helbiz website, via email, or in person at the Seattle Helbiz office.

A-O14 (2 points): 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).

We recognize that Seattle's diversity is one of its most important strengths. It is essential that Helbiz's services and support functions meet the needs of all communities, including the many non-English speaking residents. As such, we offer 24/7 support and complaint phone services in all Tier 1 languages, including Cantonese, Korean, Mandarin, Somali, Spanish, Tagalog, and Vietnamese. A menu of options will be made available to every caller offering each available language and the appropriate option number to select, with instructions for each provided in the appropriate language.

Our marketing materials, whether distributed in person or on our website or through the SDOT website, will be translated to all Tier 1 languages by an accredited translation service. Helbiz would be happy to work with *Please see the attachment A-O14 Marketing Documentation (English sample).*



A-O15: Attach a description and illustrative images of any other appropriate equity-related goals, strategies, or actions proposed with respect to Requirements O7.4(d).

The Helbiz Equity Plan (separate attachment) along with our detailed responses to A-O13 and A-O14 cover the majority of the topics identified here. In addition to the many initiatives, operational practices, events, and policies outlined in these documents, most notably our commitment to go above and beyond the required EJ community fleet deployment levels, we plan to use our platforms, including social media and emails, to highlight and raise awareness of the work undertaken by the City's many inspirational organizations focused on social equity, poverty alleviation, homelessness, and LGTBQ rights and opportunities, among other issues.

We also believe that diversity in our team is essential to matching and serving the diversity of the City of Seattle. We will hire Seattle residents and will proactively post our job opportunities and listings in traditionally minority publications such as Black Voice, Runta News, Seattle Medium, the North American Post, South Korean Weekly, and Crossings TV. In addition to these postings, we will ensure that we work with the Department of Immigrant and Refugee Affairs, the Ethiopian Community Media Association, and the Washington African

Media Association (WAMA) to further improve and expand our ethnic media outreach for job postings as well as coverage of our services and the programs available to Seattle residents of all backgrounds.

We will also work with the Department of Economic Development, the Department of Neighborhoods, and SDOT, along with the offices of elected officials representing EJ Communities to spread the word and encourage applications from the communities in which we serve and that we will be conducted targeted outreach and engagement activities to build our low-income, minority, and disadvantaged populations ridership and enrollment in Helbiz Access.

We have worked with groups like these and City agencies in other major cities in which we operate, including working with the Washington D.C. Economic Partnership in the Office of Mayor Muriel Bowser to help facilitate improved coordination between micromobility operators, City service providers and low-income and minority communities related to eligibility verification and enrollment in Helbiz Access and similar programs offered by our competitors. With the challenges posed by COVID-19 and the difficulty that creates for conducting public outreach and in-person verification, we believe this type of coordination is even more important for the success and equitable operation of a dockless micromobility program in all cities.



A-O16: Attach a description of any COVID-19 procedures that are in addition to the requirements described in Requirement O9.

As a New York City based company with Italian DNA, Helbiz is proud to have been at the forefront of developing industry-leading COVID-19 procedures and offering free rides to essential workers. We also never stopped serving the markets in which we operate, unless required by the local government, unlike many of our competitors who withdrew devices just when they were needed most. Compliance with the requirements described in SDOT's Permit Requirement O9 is consistent with our best practices. In addition, we follow several practices not listed therein:

- We currently require that all of our operational employees wear masks and gloves, and will continue to do so as long as recommended or required.
- Accordingly, we provide reusable face masks for each of our drivers and have disposable face masks available in the warehouse at all times in case a driver needs an additional mask or someone visiting our office is not wearing a mask.
- Our City Managers adjust scheduling on a weekly basis to allow for sick drivers or warehouse employees to recover at home if they have experienced any symptoms.
- We post reminder signs in our warehouses encouraging employees to regularly wash their hands, avoid touching their face.

**Helbiz Parking and Fleet Management Plan and Responses to Parking Tab
Application for 2020-2021 Free-floating Scooter Share Pilot
City of Seattle, WA**

Helbiz is committed to responsible and sustainable device deployment practices. We hold ourselves accountable using a strict internal system to embrace both the letter and the spirit of the law when it comes to serving all communities well. We understand that a permit from the City of Seattle brings with it significant responsibilities that we must live up to in our service and that the behavior and operations of each micromobility provider has a broader impact on the public's perception of, and support for, the entire program and industry.

To ensure we are exceeding expectations, Helbiz has formulated a comprehensive parking and fleet management plan that we are proud to share with the Seattle Department of Transportation for your review. As a new entrant into the Seattle market, we understand plans must be flexible. Should changes be needed, we will adapt our plans and operations quickly to best tailor our global practices to serve Seattle's many flourishing neighborhoods and communities. ***For ease of review, we have customized our response to the requirements of the Parking tab of Appendix F.1 and included cross-references as appropriate.***

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

Helbiz is committed to deploying and redistributing devices in Seattle in a way that fully complies with all parking laws and regulations. All of our deployment and rebalancing is conducted by our Helbiz Operations team of 100% in-house, W2 employees. We never use gig labor, unlike many of our competitors. We believe this improves our operation's accountability to ensure devices are parked correctly upon deployment and to take responsibility for any issues that may arise.

We will train our deployment and redistribution employees on all of the local laws of Seattle, including providing images of various types of correctly and incorrectly parked devices in the style below. These images will be available printed in binders at the warehouse and in operational vehicles, available in the driver app for reference, and heavily incorporated in training as shown in Image C. The driver app will provide specific instructions to drivers as they are dropping devices for deployment. Drivers will take retraining quizzes every quarter.

Helbiz considers correct deployment and parking of devices to be a vital KPI in evaluating our local team, including the distribution employees themselves and the City Manager. Drivers, like riders, are required to take photos of devices upon parking them anywhere in the City. These images are intended to "nudge" compliance, provide a way to confirm if devices were parked incorrectly by a driver or moved at a later point by someone else, and will be randomly audited by the City Manager to verify strict compliance with the parking laws of Seattle. Any violations found will lead to review of other devices parked by that employee

and retraining on all parking restrictions described in section P1 as well as targeted review of the rules they have violated. Multiple violations may result in termination of the employee.

In addition, we will continuously monitor reports received through the app, as well as any centralized reporting system Seattle chooses to implement. We will seek to identify any devices reported as improperly parked that were parked by our employees. Any devices reported as improperly parked that were found to be parked by an employee will lead to retraining of that employee on all Seattle device parking requirements in the manner described above. If certain Seattle rules are found to be violated more frequently than others (e.g. damaging vegetation or landscaped areas, or parking in a taxicab stand sidewalk segment, etc.) we will do a retraining on that topic for all of our employees in order to mitigate potential future issues.



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

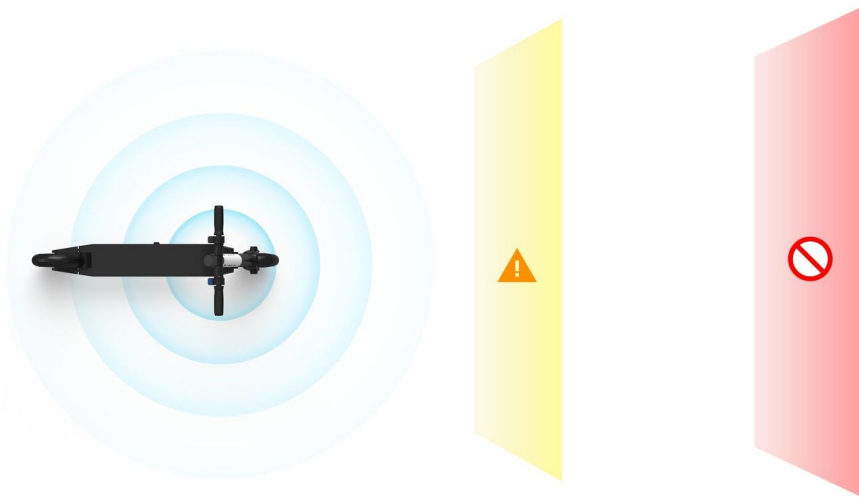
Our geofencing technology means we are able to quickly implement temporary or permanent reduced speed zones, no parking areas, and no riding areas as necessary in the City of Seattle. Helbiz geofencing prevents devices from being parked outside of the operational area or parked in no parking zones. A trip cannot be ended in zones we geofence as disallowed. If Helbiz receives repeated reports of inappropriate parking in an area, particularly on any private land, we can add additional geofences to specifically prevent parking in that area.

In the City of Seattle, we will work closely with the City, local organizations, and, as necessary, residents who may have complaints regarding scooters to implement geofences including the following:

- Geofences along bodies of water: We have found that one of the best ways to protect waterways in the markets in which we operate is to geofence areas right along the water and disallow parking in those areas. This prevents devices from accidentally falling into Lake Union, Elliot Bay, or other bodies of water and reduces the temptation some may feel to jettison devices into water.

- Geofencing the University of Washington campus: We have had discussions with the University of Washington regarding micromobility, and understand that they may not be open to any scooters on their campus. Although we hope we can work with them to deploy scooters in a mutually agreeable, responsible manner, we will respect the decision they make. If UW chooses to make its campus off limits, we will geofence the area so as to disallow parking, riding, or rental on the campus.
- Geofencing other large parcels of private land: Of course, parking is not allowed on any private land, but if other large private landholders in Seattle see or anticipate recurring issues with individuals parking on their land we can explicitly geofence this area off so trips cannot be ended on their land.

The boundaries we define on the map are accurate down to 3 feet for visibility to users and for our internal operational uses. When using boundaries to interact with vehicles rented by users, the accuracy is 30 feet due to the universal limitations of GPS signals. Helbiz is able to implement new geofences requested by the Program Manager within 24 hours of receipt of a geographic file.



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

Our geofencing technology prevents users from ending trips in no parking zones or riding outside of allowed areas. The geofence is designed to enforce clear messaging and notifications provided to riders before and at the end of their trip. If a rider ignores the rules and leaves a device where it is not allowed, this device will be flagged in our local operations dashboard for retrieval and redistribution. Once parking is flagged or reported as noncompliant, it will be added to the route for a deployment and redistribution team member. We are committed to rectifying issues within two hours, but our internal goal for response time is 20 minutes.

Our deployment and rebalancing practices maximize efficiency and sustainability by using a dedicated, in-house workforce rather than the inefficient independent contractor models used by many competitors. We avoid unnecessary vehicle miles travelled (VMT) caused by individuals traversing the city in personal vehicles, often chasing the same devices to collect, or coming from homes outside of the city. Instead, we conduct targeted, efficient operations procedures including optimized routing to service and rebalance our devices.

In addition, Seattle residents may report improperly parked devices in a number of ways including through the contact methods clearly displayed on each device (a live customer support phone number and an email address) or through the Helbiz app. In addition, Helbiz was the first micromobility operator to partner with OurStreets, an innovative app that crowdsources and analyzes parking and safety reports. OurStreets enables reporting of improperly parked devices, prompts users to relocate the device if possible, and routes reports to us so we can address them quickly. This provides previously hard-to-collect data about where parking issues are underreported. We use this to target education and work with the City to identify potential locations for parking corrals or even no parking zones. We look forward to promoting this service and application in the City of Seattle.

During special events, Helbiz sometimes is able to work with cities to offer enhanced parking enforcement capabilities. We use image recognition and human verification to assess each end of ride photo. When the program is implemented the ride cannot end until the photo is confirmed to meet the rules established. The system is operating in Milan, and we confirm photos within an average of 15 seconds with over 99% accuracy. This prevents incorrect parking almost entirely, although it is unfortunately currently not scalable to the entire City for the entire permit year. We are happy to work with the City to identify potential use cases for this technology in Seattle.



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.

Helbiz values the safety of our riders and the general public above all else. We take a multi-pronged approach to ensuring best practices for safe micromobility operations are followed. Our experience deploying dockless scooters and bikes in markets across the globe has highlighted the importance of regular cleaning, maintenance, and repair. We have used this experience and feedback to inform our design, operations, maintenance and deployment strategies and practices to extend the lifespan of the scooters and bikes.

Routine maintenance and basic cleaning of all shared mobility devices deployed in Seattle will be conducted on a daily and weekly basis, from visual inspections conducted by our deployment and redistribution team whenever loading or unloading each e-bike or replacing the battery to our comprehensive inspections that we conduct on every device when it returns to our warehouse.

The robust Helbiz maintenance plan also ensures availability and safety of devices through full-service inspections and maintenance on each device at least monthly or every 200 miles traveled, whichever occurs first. This plan is implemented by trained, in-house mechanics in the Helbiz warehouse, using modern equipment and Helbiz's proprietary fleet management platform. The platform provides real-time, daily, and weekly odometer readings of every device in our fleet (identified by ID number) and flags for priority maintenance scheduling any within 25 miles of hitting the 200-mile mark or approaching their monthly maintenance date. After a device is inspected, the platform then automatically assigns a reinspection due date less four weeks ahead.

Inspections will be performed outside of regular, in-depth maintenance as follows: (1) device is identified by Helbiz personnel as requiring service, (2) device is reported to the company as requiring service, and (3) fleet management system has identified irregularities in device behavior.

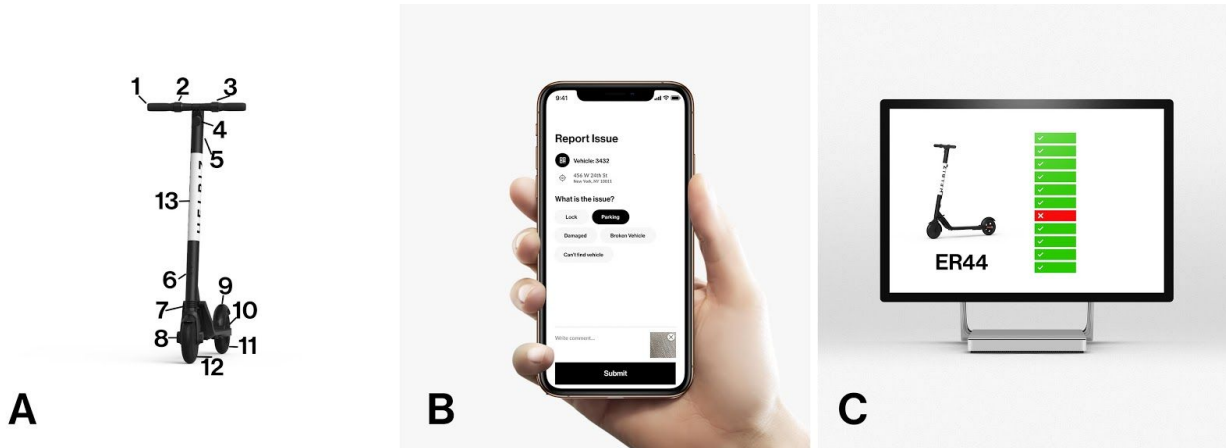
Helbiz scooters will be visually inspected each time the battery is swapped. Our team will swap batteries on scooters that our fleet management system identifies as having battery charge of 30% or less. When our team is swapping scooter batteries and visually identify a device that is in need of any maintenance or cleaning, they will bring the device to the Helbiz warehouse for repair and cleaning before redeployment. Any vehicles that have an identified issue or fall beneath our minimum cleanliness standard will be cleaned and/or serviced prior to redeployment.

Seattle residents may report damaged devices in a number of ways including through the contact methods clearly displayed on each device (a live customer support phone number and an email address) or through the Helbiz app. When a device is reported, it will be added to the route for a deployment and redistribution team member. All redistribution team members are

trained to identify if a device can be repaired or cleaned on site or if it needs to be brought back to the warehouse for full-service repairs. We are committed to rectifying issues within two hours, but our internal goal for response time is 20 minutes.

All vehicle maintenance events will be tracked and logged in our internal database, which will serve to: (1) allow for identification of any recurring issues and (2) reconfirm that each device is being serviced every month or sooner if a device has logged significant mileage, by tracking the date of every routine maintenance inspection and cleaning performed on a device with each unique identification number and the device mileage, and then assigning a date by which that device must be inspected again. The Helbiz operations management platform provides real time, daily, and weekly odometer readings of every device in our fleet and flags for priority maintenance scheduling any that are accumulating high usage or approaching their monthly inspection and maintenance due date in the next 3-5 days.

End-of-trip user feedback on the condition and performance of the shared mobility devices also plays an important role. Users can report any issues via our Customer support hotline at 888-974-9074 directly through the app or by emailing our support team at support@helbiz.com or through our website at www.helbiz.com. We will also encourage the use of both the Find It Fix It app and the OurStreets app for submission of feedback and incidents. This contact information will also be clearly available on the sticker on all devices deployed in Seattle. This customer service line is also available for 311 operators to contact with any issues, including improperly parked devices, as well as for integration with the Find It Fix It app.



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.

Our rider communications and education system specifically instructs riders at multiple points not to obstruct paths of travel, including wheelchair access. When Trip-End Photos are randomly reviewed for compliance with parking regulations, special attention will be given to photos that appear to show a device obstructing the path of travel for persons with disability. If

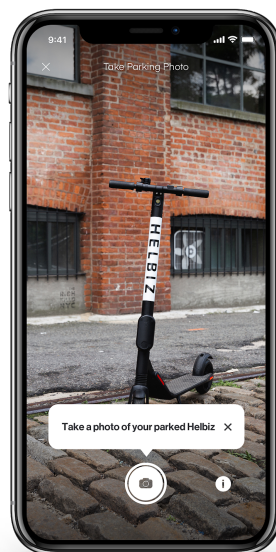
this is found to be the case, Helbiz users will be notified and penalized when they have. Repeat offenders will be progressively fined or banned from the service, as appropriate. These users will also receive more frequent educational messaging.

Specifically, riders will be subject to the following penalties:

- 1st Offense: A notification and warning describing their offense and potential future penalties will be sent to the user; the user must acknowledge the notice in order to use Helbiz' service again.
- 2nd Offense: The second offense will result in a strongly worded notification and the user's account will be suspended for one week.
- 3rd Offense: Upon a third offense, the user will be banned for 30 days and assessed a fine of \$50.
- 4th Offense: A fourth offense will lead to the user being banned from the service.

A user is welcome to appeal any offense or penalty, and our dispute resolution team will work to re-confirm that the offense was appropriately assessed and penalized through a fair and transparent process.

As addressed in P3, we are also proud that during special events, Helbiz sometimes is able to work with cities to offer enhanced parking enforcement capabilities. We use image recognition and human verification to assess each end of ride photo. When the program is implemented the ride cannot end until the photo is confirmed to meet the rules established. The system is operating in Milan, and we confirm photos within an average of 15 seconds with over 99% accuracy. This prevents incorrect parking almost entirely, although it is unfortunately currently not scalable to the entire City for the entire permit year. We are happy to work with the City to identify potential use cases for this technology in Seattle.



Helbiz recognizes that dockless devices, when deployed or parked improperly, can be a significant inconvenience and obstruction to paths of travel for people with disabilities. In addition to our rigorous parking training programs for employees and for users, Helbiz plans to conduct outreach with disability organizations in Seattle including Rooted in Rights, the Alliance of People with disAbilities (and their local independent living centers), the Lighthouse for the Blind, Inc., and the Arc of Washington State. We will introduce ourselves to these organizations and any other organizations recommended to us by those organizations, SDOT, or local advocates and communities to make clear that Helbiz is open and looks forward to engaging on any issues of importance to these groups. We will work with any interested parties to make the Helbiz service as accessible to and accommodating of Seattleites with disabilities as possible. If Rooted in Rights has the availability to advise on a scooter-specific parking video, similar to the one they have produced on bike-share parking, we would be excited to partner with them on producing this.



City Rules for Seattle

Where Can I Park a Device?

- On a sidewalk in a way that allows 6 feet for pedestrian travel by the device
- In a bike share parking area, public bike rack, or corral
- On private property ONLY with approval from the property owner, manager, or tenant

What if There is NO Sidewalk or Corral?

- You may park a device upright in the right-of-way, so long as you do not impede pedestrian, wheelchair, or vehicle travel

Where Can I Not Park a Device?

- Anywhere that obstructs pedestrian, wheelchair, or vehicle travel
- On a curb corner radius
- On a sidewalk in a bus, streetcar, taxicab stand, or load and unload zone (eg yellow or white curb markings)
- On or blocking a rail crossing, crosswalk,

