

WHEELS PURCHASE AGREEMENT AND RELEASE

In connection with Your purchase of a vehicle from Wheels Labs, Inc. (“Wheels”, or “We”), You (“You” or “Your”) agree to all terms and conditions of this Purchase Agreement and Release (“Agreement”).

IMPORTANT: PLEASE REVIEW THE MUTUAL ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH WHEELS ON AN INDIVIDUAL BASIS (WAIVING YOUR RIGHT TO FILE A CLASS ACTION) THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

THIS AGREEMENT ALSO CONTAINS RELEASES, LIMITATIONS ON LIABILITY, AND PROVISIONS ON INDEMNITY AND ASSUMPTION OF RISK, ALL OF WHICH MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. PLEASE REVIEW THEM CAREFULLY.

Wheels scooters, bicycles and related charging equipment are referred to as “Vehicle” and the term “Use” means “riding, operating, activating, parking or any other action in connection with or on the Vehicle.”

1. Agreement to Purchase

You agree to purchase the “Vehicle” pursuant to the terms and conditions of this Agreement. Your Vehicle is priced and configured based on features and options available at the time of order. The Vehicle may be used and may exhibit signs of normal wear and tear in line with its respective age and mileage.

2. Additional Terms.

Our [Privacy Notice](#) and [Terms of Use](#) are incorporated by reference into this Agreement (the “Additional Terms”), as updated from time to time.

3. Use of Vehicle.

3.1 One Adult Only. You certify and expressly agree that the Vehicle is intended to carry one adult person only and at all times.

3.2 At Least 18 Years Old. **YOU CERTIFY AND REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU HAVE A VALID DRIVER’S LICENSE.** A MINOR SHOULD NOT USE THE VEHICLE.

3.3 Competent Vehicle Operator. The Vehicle should only be Used by someone who is familiar with the operation of the Vehicle, and who is reasonably competent and physically fit to Use the Vehicle. You are responsible for determining whether conditions such as (but not limited to) rain, snow, hail, fog, ice, electrical storms, heat, or wind and/or any other conditions, whether caused by the weather or otherwise, make it dangerous to Use the Vehicle. You are advised to adjust Your riding behavior and braking distance to suit all conditions and variables, including weather and traffic.

3.4 Only Use The Vehicle Where Allowed. Only Use the Vehicle in areas where the Vehicle is legally permitted, and You are solely responsible for determining whether an area permits the Use of the Vehicle.

3.5 Compliance with Laws. You agree to follow, and are solely responsible for determining, all laws, rules, regulations, and/or ordinances pertaining to the use, riding, parking, and/or operation of the Vehicle, including those pertaining to the Vehicle in the area where You are Using the Vehicle, including, without limitation, any and all applicable helmet laws.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY VIOLATION OF THIS AGREEMENT, AND ANY LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WHILE USING THE VEHICLE, INCLUDING IMPROPER RIDING AND/OR PARKING, AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL CONSEQUENCES AND CLAIMS (INCLUDING IMPOUNDING FEES CHARGED BY ANY LOCAL GOVERNMENT) OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING THE VEHICLE.

3.6 Payment of Fines and Fees. You agree to pay any fines, fees, penalties, impounding charges, and/or any other charges incurred by Wheels, that result from You Using any Vehicle improperly, or as a result of Your violation of any law, rule, regulation and/or ordinance while using the Vehicle.

3.7 Helmets; Safety. **WE STRONGLY RECOMMEND THAT YOU WEAR A SNELL, CPSC, ANSI, OR ASTM APPROVED HELMET THAT HAS BEEN PROPERLY SIZED, FITTED, AND FASTENED, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS WHILE OPERATING THE VEHICLE.** Wearing such a helmet may protect against an injury or may lessen the severity of an injury caused by an impact to the head; however, helmets do not protect against all head injuries and do not protect against other injuries and may not be 100% effective.

3.8 Vehicle Intended Only for Limited Types of Use. You agree that You will not Use the Vehicle for racing, mountain riding, stunt, or trick riding. You agree that You will not operate and/or Use the Vehicle on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others, or in any location that would reasonably be deemed unfit for the Use of the Vehicle. Roads, bicycle lanes, and routes may become dangerous due to weather, traffic, and/or other hazards outside of Wheels' control, and without limitation, Wheels will not be liable for any of the foregoing. YOU ARE SOLELY RESPONSIBLE FOR CHOOSING A RESPONSIBLE AND SAFE ROUTE, OBEYING ALL LAWS AT ALL TIMES IN CHOOSING A ROUTE, AND BEING FAMILIAR WITH THE APPLICABLE LAWS, RULES, REGULATIONS, AND/OR ORDINANCES OF THE JURISDICTION IN WHICH YOU ARE USING THE VEHICLE.

3.9 Vehicle Damage; Vandalism. You agree that Wheels is not responsible for the cost of repairing and/or replacing the Vehicle from damage, including from vandalism.

3.10 Consent to Receive Calls, Text Messages, Emails and Other Communications. You expressly consent to receive and accept communications from Wheels, including via e-mail, telephone calls and text messages as set forth in the [Terms of Use](#). Any personal information collected via such communications is processed as outlined in our [Privacy Notice](#).

4. Releases; Limitation of Liability; Assumption of Risk; Indemnification

4.1 Releases. **YOU (ACTING FOR YOU AND FOR ALL OF YOUR FAMILY, HEIRS, AGENTS, AFFILIATES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS) HEREBY FULLY AND FOREVER WAIVE, RELEASE, HOLD HARMLESS, PROMISE NOT TO SUE, AND DISCHARGE ALL RELEASED PERSONS (DEFINED BELOW) FROM ANY AND ALL CLAIMS (ALSO DEFINED BELOW) THAT YOU HAVE OR MAY HAVE AGAINST ANY RELEASED PERSON ARISING OUT OF IN ANY WAY RELATED TO YOUR USE OF THE VEHICLE.** Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead

such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

(a) Definitions.

(i) “**Claims**” means collectively, and without limitation, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys’ fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, non-asserted, fixed, conditional, or contingent) that arise from or relate to the Vehicle, equipment or related information.

(ii) “**Released Persons**” means, collectively, Wheels and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns and to the fullest extent permitted by law any municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) which has contracted with Wheels.

4.2 Waiver of California Civil Code Section 1542. You expressly agree and acknowledge that You may discover facts or law different from, or in addition to, the facts or law that You know or believe to be true with respect to the Claims and the Released Persons. Nonetheless, You expressly agree and acknowledge that Section 4.1 and Section 4.3 shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 ARE EXPRESSLY WAIVED. California Civil Code Section 1542 provides:

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.

You also agree to waive any similar or analogous rights under the laws of any other state.

4.3 Limited Liability. WITHOUT LIMITATION OF THE FOREGOING GENERAL RELEASES, YOU ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED OR EXPANDED BY APPLICABLE LAW, WHEELS AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (I) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT AND ANY RELEASE, (II) YOUR USE OF, OR INABILITY TO USE, THE VEHICLE, (III) YOUR BREACH OF THIS AGREEMENT AND ANY RELEASE, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF ANY PROHIBITED ACT SET OUT IN THE AGREEMENT, OR YOUR VIOLATION OF ANY LAW, OR OF GOOD SAFETY PRACTICES, (IV) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU OR BY WHEELS OR ANY RELEASED PERSON, (V) YOUR FAILURE TO WEAR A BICYCLE HELMET OR OTHER PROTECTIVE GEAR OR CLOTHING WHILE USING VEHICLE, OR THE FAILURE OF SUCH HELMET OR PROTECTIVE GEAR OR CLOTHING TO PREVENT DEATH OR INJURY, OR (VI) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU RELEASE AND WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF WHEELS, OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

4.4 Voluntary Assumption of the Risk. You are solely and fully responsible for the safe operation of the Vehicle at all times. You understand that this release and other sections in this Agreement describe and relate to the risks relating to Your Use of the Vehicle. You affirm that You have read, understand, and accept the entire release and the Agreement. You agree that the Vehicle is a machine that may malfunction, even if properly maintained, and that such malfunction may cause injury. You agree that Using the Vehicle involves many inherent, obvious and not-so-obvious risks, dangers, and hazards which may result in injury or death to You or to others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Such risks, dangers and hazards include and relate to, but are not limited to: other vehicles, bicycles, pedestrians, buildings, objects, potholes, curbs, pavement cracks, ruts, uneven or unstable roadways or bike paths, light rail or rail road tracks, weather/road conditions, animals, road kill, vegetation, component malfunction or failure, the possibility of criminal or other third-party acts or omissions, negligent acts by any Released Person, Your or any third person's negligent acts or omissions, and Your underlying known or unknown health conditions.

YOU AGREE THAT ALL SUCH RISKS, DANGERS, AND HAZARDS, WHETHER KNOWN OR UNKNOWN, ARE YOUR SOLE RESPONSIBILITY AND YOU ASSUME ALL RELATED RISKS.

You further agree that if Your Use of the Vehicle causes any injury or damage to another person or property, You may be liable for all resulting injuries, damages and related costs, and You agree to indemnify the Released Persons with respect to any such claims. By choosing to Use the Vehicle, You assume full and complete responsibility for all related foreseeable and unforeseeable risks, dangers, and hazards, and You agree that Wheels, and all other Released Persons are not responsible for any death, injury, damage, or cost caused by You with respect to any person or property, including the Vehicle itself.

4.5 Indemnification. You agree to defend, indemnify, and hold harmless the Released Persons from and against any and all Claims, including all consequences, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits settlements, and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Released Person, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) Your Use or misuse of the Vehicle; (ii) Your breach or alleged breach of this Agreement; and (iv) Your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with Your Use of the Vehicle) (all the foregoing "**Losses**"). You will cooperate as fully required by the Released Persons in the defense of any of the foregoing. Notwithstanding the foregoing, the Released Persons retain the exclusive right to settle, compromise, and pay any and all Claims or Losses, with all costs to be covered by You. Released Persons reserve the right to assume the exclusive defense and control of any Claims or Losses, with all costs to be covered by You. You will not settle any Claims or Losses without, in each instance, the prior written consent of an officer of a Released Persons.

5. Disclaimers.

5.1 Vehicle Provided As-Is. **THE VEHICLE IS PROVIDED "AS IS"**. The Released Persons hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to the Vehicle. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable. However, in those jurisdictions, Wheels expressly disclaims all warranties to the fullest extent permitted by applicable law.

6. Notice. You may contact **Wheels Labs, Inc.** by writing or emailing as follows:

8305 Sunset Blvd., Fifth Floor
Los Angeles, California 90069
support@wheels.co

7. **BINDING ARBITRATION; CLASS ACTION WAIVER.**

7.1 Dispute Resolution. Certain portions of this Section 7 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act (“**FAA**”). You and Wheels expressly agree and intend that this Section 7 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 7 can only be amended by mutual agreement.

7.2 Informal Resolution of Disputes and Excluded Disputes. If any Claim or Losses arises out of or relates to this Agreement, then You and Wheels agree to send notice to the other providing a reasonable description of the Claim or Losses, along with a proposed resolution of it. Wheels notice to You will be sent to You based on the most recent contact information that You provide Wheels. If no such information exists or if such information is not current, Wheels has no obligation under this Section 7.2. For a period of sixty (60) days from the date of receipt of notice from the other party, You and Wheels will engage in a dialog to attempt to resolve the Claim or Losses, though nothing will require either You or Wheels to resolve the Claim or Losses on terms with respect to which You and Wheels, in each of our sole discretion, are not comfortable.

7.3 **BINDING ARBITRATION AND CLASS ACTION WAIVER.** If You and Wheels cannot resolve a Claim or Losses, within sixty (60) days of the receipt of the notice, then You agree that that any such Claim or Losses and all other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration relating to Your use of the Vehicle, will be resolved by binding arbitration, rather than in court. The FAA, not state law, shall govern the arbitrability of such disputes, including the class action waiver below. However, You and Wheels agree that California state law or United States federal law shall apply to, and govern, as appropriate, any and all Claims or Losses arising between You and Wheels regarding this Agreement, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to choice of law principles. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator must follow the terms of this Agreement as a court would.

(a) Initiating Arbitration. To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Wheels at 8305 Sunset Blvd., 5th Floor, Los Angeles, California 90069. The arbitration will be conducted by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules. The arbitration shall take place in San Jose, California or at such other venue (and pursuant to such procedures) as is mutually agreed upon. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and <http://www.jamsadr.com>.

(b) Fees. You and Wheels will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Wheels to pay a greater portion or all of such fees and costs in order for this Section 7 to be enforceable, then Wheels will have the right to elect to pay the fees and costs and proceed to arbitration.

Arbitration rules may permit You to recover attorneys' fees. Wheels will not seek to recover attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

(c) **Class Action Waiver.** YOU AND WHEELS EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. You and Wheels each agree that such proceeding shall take solely by means of judicial reference pursuant to California Code of Civil Procedure section 638.

(d) **Exclusions; Venue.** Notwithstanding the agreement to resolve all disputes through arbitration, You or Wheels may bring suit in court to enjoin infringement or other misuse of intellectual property rights (including patents, copyrights, trademarks, trade secrets, and moral rights, but not including privacy rights). You or Wheels may also seek relief in small claims court for Claims or Losses within the scope of that court's jurisdiction. In the event that the arbitration provisions above are found not to apply to You or to a particular Claim or Losses, either as a result of Your decision to opt-out of the arbitration provisions or as a result of a decision by the arbitrator or a court order, You agree that the venue for any such Claim or dispute is exclusively that of a state or federal court located in Los Angeles County, California. You and Wheels agree to submit to the personal jurisdiction of the courts located within Los Angeles County, California for the purpose of litigating all such Claims, Losses or any other disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement or Your use of the Vehicle in the event that the arbitration provisions are found not to apply. In such a case, should Wheels prevail in litigation against You to enforce its rights under this Agreement, Wheels shall be entitled to its costs, expenses, and reasonable attorneys' fees (whether incurred at or in preparation for trial, appeal or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which Wheels may be entitled.

(e) **Limited Time to File Claims.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WHEELS WANT TO ASSERT A DISPUTE AGAINST THE OTHER, THEN YOU OR WHEELS MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH HEREIN) **WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES OR IT WILL BE FOREVER BARRED.** Commencing means, as applicable: (i) by delivery of written notice as set forth herein; (ii) filing for arbitration with JAMS as set forth herein; or (iii) filing an action in state or federal court.

(f) **Your 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: support@wheels.co with the subject line "WHEELS ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of this Agreement, otherwise you shall be bound to arbitrate any disputes in accordance with the terms of this Agreement providing for binding arbitration. If You opt-out of these arbitration provisions, Wheels also will not be bound by them.

8. **Final Agreement.** This Agreement constitutes the sole and entire agreement between the You and Wheels with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.