

ZYP CUSTOMER TERMS & CONDITIONS

THESE TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS. ALSO, THESE TERMS SET FORTH SPECIFIC REMEDIES AVAILABLE TO YOU. PLEASE SEE SECTIONS 6 AND 19 TO LEARN MORE.

THESE TERMS OF SERVICE GOVERN YOUR USE OF THE ZYP APPLICATION AND TECHNOLOGY PLATFORM (THE "SERVICES") PROVIDED BY ZYP LLC. (INCLUDING ANY SUBSIDIARIES OR AFFILIATES OF ZYP LLC, COLLECTIVELY, "ZYP"). THE FOREGOING SERVICES MAY BE USED TO ACCESS VEHICLE RENTAL SERVICES ("RENTAL SERVICES") OFFERED BY ZYP.

BY USING OUR SERVICES, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SERVICES. WE RESERVE THE RIGHT TO MODIFY OR AMEND THESE TERMS OF SERVICE FROM TIME TO TIME WITHOUT NOTICE, BUT WILL NOTIFY YOU OF ANY MATERIAL CHANGES. YOUR CONTINUED USE OF OUR SERVICES FOLLOWING THE POSTING OF OR NOTICE OF CHANGES TO THESE TERMS WILL MEAN YOU ACCEPT THOSE CHANGES. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO OUR TERMS OF USE WILL APPLY RETROACTIVELY. FOR RENTAL SERVICES, YOU MAY ALSO BE REQUIRED TO EXECUTE A RENTAL AGREEMENT, WAIVER OF LIABILITY AND RELEASE OR SIMILAR DOCUMENT BETWEEN YOU AND ZYP. ANY DECISION TO ACCEPT RENTAL SERVICES IS MADE IN YOUR SOLE DISCRETION.

THIS IS A LEGAL AGREEMENT BETWEEN YOU ("YOU" OR "USER") AND ZYP THAT STATES THE MATERIAL TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SERVICES. THIS AGREEMENT, TOGETHER WITH ALL UPDATES, SUPPLEMENTS, ADDITIONAL TERMS, AND ALL OF ZYP'S RULES AND POLICIES COLLECTIVELY CONSTITUTE THIS "AGREEMENT" BETWEEN YOU AND ZYP.

ASSUMPTION OF RISK; WAIVER AND RELEASE OF CLAIMS

READ THIS SECTION CAREFULLY: THIS SECTION CONTAINS A LEGAL RELEASE OF YOUR RIGHTS, INCLUDING: ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY AGAINST LIME AND RELEASED PARTIES (AS DEFINED IN SECTION 9). THE RELEASED PARTIES MAY PLEAD SUCH RELEASES AS A COMPLETE AND SUFFICIENT DEFENSE TO ANY CLAIM, AS INTENDED THIRD PARTY BENEFICIARIES OF SUCH RELEASES. YOU ARE FREE TO DECLINE OUR SERVICES/PRODUCTS IF YOU DO NOT WANT TO AGREE TO THE TERMS AS SET FORTH HEREIN.

IN CONSIDERATION FOR USING OUR SERVICES/PRODUCTS, YOU, OR THE PERSON OR ENTITY ON BEHALF OF WHOM YOU ENTERED INTO THESE TERMS, AGREE TO THE FOLLOWING:

THE USE OF ELECTRIC SCOOTERS ARE NOT WITHOUT RISK. BY AGREEING TO THE TERMS AND CONDITIONS YOU ARE ASSUMING ALL LIABILITY AND WAIVING YOUR RIGHT TO LITIGATE AGAINST ZYP, THE CITY OF REDDING, AND NAVEE.

- a. TO ASSUME ALL RISKS: YOU ACKNOWLEDGE THAT (A) THERE ARE RISKS ASSOCIATED WITH THE USE OF OUR SERVICES/PRODUCTS (B) THE PRODUCTS WILL BE USED BY OTHER PEOPLE BOTH BEFORE AND AFTER YOUR USE OF SUCH PRODUCTS, (C) THE PRODUCTS CAN BECOME DAMAGED OR MAY BE IN DISREPAIR DUE TO REGULAR USE, WEAR AND TEAR, NEGLIGENCE OF ZYP OR OTHER USERS THROUGH VANDALISM, OR OTHER CAUSES, AND ZYP IS OFTEN NOT NOTIFIED OF SUCH DAMAGE OR DISREPAIR RIGHT AWAY; (D) ALTHOUGH ZYP ENDEAVORS TO KEEP THE PRODUCTS IN GOOD REPAIR, PRODUCT(S) THAT YOU USE MAY BE DAMAGED OR IN NEED OF REPAIR OF WHICH ZYP IS NOT AWARE; (E) YOUR USE OF THE PRODUCTS MAY RESULT IN INJURY OR ILLNESS INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, MENTAL OR PHYSICAL ANGUISH, OR

DEATH; THESE RISKS AND DANGERS MAY BE CAUSED BY THE NEGLIGENCE OR OMISSION OF ZYP, THE NEGLIGENCE OF OTHERS, INCLUDING OTHER PEDESTRIANS OR MOTORISTS, OR MAY ARISE FROM THE REPAIR, MAINTENANCE OR OPERATION OF THE PRODUCTS, WEATHER CONDITIONS AT THE TIME OF USE, ROADWAY CONDITIONS, OR OTHER CAUSES, INCLUDING FROM ANY OTHER ADDITIONAL FORESEEABLE OR UNFORESEEABLE CAUSES. BY USING OUR SERVICES, YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY EXPRESSLY AGREE TO ASSUME ALL RISKS AND ACCEPT ALL RESPONSIBILITY FOR ANY ACCIDENT, PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR DISABILITY THAT YOU MAY SUFFER AS A RESULT OF USING THE SERVICES/PRODUCTS FOR ANY SUCH INJURIES, LOSSES, AND/OR DAMAGES, INCLUDING THOSE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OR OMISSION OF ZYP AND THE RELEASED PARTIES.

b. WAIVER AND RELEASE OF CLAIMS: YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY EXPRESSLY AGREE TO WAIVE AND RELEASE ALL RELEASED PARTIES FROM ANY AND ALL CLAIMS (INCLUDING THOSE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY AND/OR ANY OTHER GROUNDS), INCLUDING WITHOUT LIMITATION CLAIMS FOR OR RELATING TO ANY ACCIDENT, PERSONAL INJURY, PROPERTY DAMAGE, DEATH OR DISABILITY THAT YOU MAY SUFFER AS A RESULT OF USING OUR SERVICES OR PRODUCTS, INCLUDING THOSE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OR OMISSION OF ANY OF THE RELEASED PARTIES. THE WAIVER AND RELEASE INCLUDES ANY CLAIMS FOR INJURY OR ILLNESS INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, MENTAL OR PHYSICAL ANGUISH, OR DEATH; THESE RISKS AND DANGERS MAY BE CAUSED BY THE NEGLIGENCE OR OMISSION OF ZYP, THE NEGLIGENCE OF

OTHERS, INCLUDING OTHER PEDESTRIANS OR MOTORISTS, OR MAY ARISE FROM THE REPAIR, MAINTENANCE OR OPERATION OF OUR SERVICES OR PRODUCTS, WEATHER CONDITIONS AT THE TIME OF USE, ROADWAY CONDITIONS, OR OTHER CAUSES, INCLUDING FROM ANY OTHER ADDITIONAL FORESEEABLE OR UNFORESEEABLE CAUSES. SAFETY IS PRIORITY AND WE HIGHLY SUGGEST THE USE OF A HELMET.

WHEN PERMITTED BY LAW, THE RELEASED PARTIES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. IN ALL CASES, THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

YOU VOLUNTEER TO USE OUR SERVICES AND PRODUCTS WITH FULL KNOWLEDGE OF ALL RISKS AND AGREE TO THE ASSUMPTION OF RISK AND WAIVER AND RELEASE OF CLAIMS; YOU DO NOT HAVE TO USE OUR PRODUCTS OR SERVICES. IF YOU HAVE ANY QUESTIONS CONCERNING THE TERMS YOU MAY CONTACT ZYP.

IT IS YOUR RESPONSIBILITY TO USE OUR SERVICES AND PRODUCTS SAFELY. YOU ARE RESPONSIBLE FOR ANY HARM YOU CAUSE TO OTHER PEOPLE, INCLUDING YOUR PASSENGER, ANIMALS, AND/OR ANY PROPERTY. SAFETY IS PRIORITY AND WE HIGHLY SUGGEST THE USE OF A HELMET.

1. ACCESS LICENSE. ZYPZ GRANTS YOU A LIMITED, REVOCABLE, NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO ACCESS AND MAKE USE OF THE SERVICES OR ITS CONTENT. 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, COOKIES, 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 ZYP'S EXPRESS WRITTEN CONSENT. ANY UNAUTHORIZED USE AUTOMATICALLY TERMINATES THE PERMISSIONS AND/OR LICENSES GRANTED BY US TO YOU.

2. 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 ZYP. 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, CONTENT AND

ALL RELATED RIGHTS SHALL REMAIN THE EXCLUSIVE PROPERTY OF ZYP 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.

3. TRADEMARKS/NO ENDORSEMENT. ALL TRADEMARKS, SERVICE MARKS AND TRADE NAMES OF ZYP USED HEREIN (INCLUDING BUT NOT LIMITED TO: ZYP NAME, ZYP LOGO, THE SERVICES DESIGN.) (COLLECTIVELY "MARKS") ARE TRADEMARKS OR REGISTERED TRADEMARKS OF ZYP OR ITS AFFILIATES, PARTNERS, VENDORS, LICENSORS OR PLATFORM PARTNERS. YOU MAY NOT USE, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, DISTRIBUTE, OR MODIFY MARKS IN ANY WAY, INCLUDING IN ADVERTISING OR PUBLICITY PERTAINING TO DISTRIBUTION OF MATERIALS ON THE SERVICES, WITHOUT ZYP 'S PRIOR WRITTEN CONSENT. YOU SHALL NOT USE ZYP 'S NAME OR ANY LANGUAGE, PICTURES OR SYMBOLS WHICH COULD, IN ZYP 'S JUDGMENT, IMPLY ZYP '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.
4. ACCOUNT REGISTRATION AND SECURITY. YOU UNDERSTAND THAT YOU WILL NEED TO CREATE AN ACCOUNT TO HAVE ACCESS TO THE SERVICES, INCLUDING RENTAL SERVICES. YOU WILL: (A) PROVIDE TRUE, ACCURATE, CURRENT AND COMPLETE INFORMATION ABOUT YOURSELF AS PROMPTED BY THE SERVICES' REGISTRATION, SIGN-IN, OR SUBSCRIPTION PAGE (SUCH INFORMATION BEING THE "REGISTRATION DATA") AND (B) MAINTAIN AND PROMPTLY UPDATE THE REGISTRATION DATA TO KEEP IT TRUE, ACCURATE, CURRENT AND COMPLETE. IF YOU PROVIDE ANY INFORMATION THAT IS UNTRUE, INACCURATE, NOT CURRENT OR INCOMPLETE, OR ZYP HAS REASONABLE GROUNDS TO SUSPECT THAT SUCH INFORMATION IS UNTRUE,

INACCURATE, NOT CURRENT OR INCOMPLETE, ZYP HAS THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCOUNT AND REFUSE ANY AND ALL CURRENT OR FUTURE USE OF THE SERVICES (OR ANY PORTION THEREOF). YOU ARE RESPONSIBLE FOR THE SECURITY AND CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. YOU WILL NOT SHARE YOUR ACCOUNT INFORMATION OR YOUR USER NAME AND PASSWORD WITH ANY THIRD PARTY OR PERMIT ANY THIRD PARTY TO LOGON TO THE SERVICES USING YOUR ACCOUNT INFORMATION. YOU AGREE TO IMMEDIATELY NOTIFY US OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY OF WHICH YOU BECOME AWARE. YOU ARE RESPONSIBLE FOR TAKING PRECAUTIONS AND PROVIDING SECURITY MEASURES BEST SUITED FOR YOUR SITUATION AND INTENDED USE OF THE SERVICES. ZYP'S COLLECTION, USE, AND DISCLOSURE OF ALL DATA, INCLUDING REGISTRATION DATA IS GOVERNED BY ZYP'S PRIVACY POLICY, LOCATED BELOW..

5. PAYMENT TERMS

5.1 PAYMENT METHOD & PAYMENTS

YOU MAY BE REQUIRED TO PROVIDE ZYP WITH A VALID CREDIT CARD, DEBIT CARD, OR OTHER PAYMENT ACCOUNT ("PAYMENT METHOD") IN ORDER TO USE CERTAIN SERVICES, INCLUDING RENTAL SERVICES PROVIDED BY ZYP. WHEN YOU ADD A PAYMENT METHOD TO YOUR ZYP ACCOUNT, YOU WILL BE ASKED TO PROVIDE CUSTOMARY BILLING INFORMATION. YOU MUST PROVIDE ACCURATE, CURRENT, AND COMPLETE INFORMATION WHEN ADDING A PAYMENT METHOD AND IT IS YOUR OBLIGATION TO KEEP YOUR PAYMENT METHOD UP-TO-DATE AT ALL TIMES.

YOU REPRESENT AND WARRANT TO ZYP THAT YOU ARE AUTHORIZED TO USE ANY PAYMENT METHOD YOU FURNISH TO ZYP. YOU AUTHORIZE ZYP TO CHARGE THE PAYMENT METHOD FOR ALL FEES INCURRED BY YOU WITH RESPECT TO RENTAL SERVICES (OR OTHER SERVICES OFFERED BY ZYP) INCLUDING APPLICABLE SALES, USE, AND OTHER LOCAL GOVERNMENT CHARGES. YOU AGREE TO IMMEDIATELY INFORM ZYP OF ALL CHANGES RELATING TO THE PAYMENT METHOD.

YOU MAY USE OUR SERVICES ON A PER-RIDE AND/OR SUBSCRIPTION BASIS (WHERE SUBSCRIPTIONS ARE AVAILABLE). SOME RIDES MAY HAVE A MINIMUM FEE THAT COULD BE IN ADDITION TO ANY APPLICABLE START/UNLOCK FEE. BEFORE YOU START A RIDE, YOU WILL SEE THE APPLICABLE FEES (E.G., START/UNLOCK FEE, PER MINUTE FEE, AND/OR MINIMUM FEE). FOR THE PURPOSE OF CALCULATING FEES INCURRED, RIDE TIMES WILL BE ROUNDED UP TO THE NEAREST MINUTE. PLEASE NOTE THAT WE MAY CHANGE PRICING FOR OUR SERVICES AT ANY TIME AS WE DEEM NECESSARY OR APPROPRIATE FOR OUR BUSINESS. OUR PRICING IS EXCLUSIVE OF TAXES (LIKE SALES AND VALUE ADDED) AND OTHER APPLICABLE GOVERNMENTAL CHARGES.

WE MAY PUT A TEMPORARY HOLD ON YOUR DEBIT/CREDIT CARD ACCOUNT BEFORE YOU START A RIDE TO VERIFY YOUR PAYMENT INFORMATION IS STILL VALID AND/OR TO VERIFY YOUR DEBIT/CREDIT CARD HAS THE NECESSARY FUNDS TO COVER THE FEES INCURRED FOR THAT RIDE. PRE-AUTHORIZATION IS NOT A CHARGE TO YOUR ACCOUNT, IT IS A HOLD ON THOSE FUNDS. PRE-AUTHORIZATIONS CAN REDUCE YOUR AVAILABLE BALANCE BY THE AUTHORIZATION AMOUNT UNTIL IT IS RELEASED OR RECONCILED WITH THE ACTUAL CHARGE. YOU SHOULD CONTACT YOUR BANK OR CARD ISSUER IF YOU HAVE QUESTIONS ABOUT WHEN A

PRE-AUTHORIZATION AMOUNT WILL BE REMOVED FROM YOUR STATEMENT.

FEES AND CHARGES WILL BE CHARGED TO A PAYMENT METHOD IN YOUR ACCOUNT. WE WILL AUTOMATICALLY CHARGE AND WITHHOLD THE APPLICABLE TAXES AS REQUIRED BY LAW. ALL PAYMENTS TO US ARE MADE THROUGH A THIRD-PARTY PAYMENT PROCESSOR.

IF YOUR PAYMENT METHOD EXPIRES AND YOU DO NOT UPDATE YOUR INFORMATION OR YOU CANCEL YOUR ACCOUNT, YOU AUTHORIZE US TO CONTINUE BILLING, AND YOU WILL REMAIN RESPONSIBLE FOR ANY UNCOLLECTED AMOUNTS. WE RESERVE THE RIGHT TO RETRY BILLING ALL PAYMENT METHOD(S) ON FILE AFTER ANY FAILED BILLING ATTEMPT. YOU WILL REMAIN LIABLE FOR ALL SUCH AMOUNTS AND ALL COSTS INCURRED IN CONNECTION WITH THE COLLECTION OF THESE AMOUNTS, INCLUDING, WITHOUT LIMITATION, BANK OVERDRAFT FEES, COLLECTION AGENCY FEES, REASONABLE ATTORNEYS' FEES, AND ARBITRATION OR COURT COSTS.

IF YOU DISAGREE WITH ANY CHARGES WE HAVE MADE TO YOUR ACCOUNT, YOU MUST LET US KNOW WITHIN 10 BUSINESS DAYS FROM THE END OF THE MONTH IN WHICH THE DISPUTED CHARGE TOOK PLACE. TO RESOLVE ANY DISPUTED CHARGES, WE WILL NEED CERTAIN TRIP INFORMATION, INCLUDING THE DATE AND APPROXIMATE START AND END TIMES OF YOUR TRIP. AS A POLICY, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAWS, WE DO NOT OFFER REFUNDS FOR YOUR USE OF OUR SERVICES, AND ANY EXCEPTIONS TO THIS POLICY ARE IN OUR SOLE DISCRETION.

5.2 REFERRAL AND/OR PROMOTIONAL CODES

AT VARIOUS TIMES, WE MAY PROVIDE REFERRAL AND/OR PROMOTIONAL CODES FOR DISCOUNTED TRIPS OR OTHER FEATURES ON OUR SERVICES, WHICH MAY BE SUBJECT TO ADDITIONAL TERMS THAT WE MAKE AVAILABLE TO YOU. PLEASE UNDERSTAND THAT THESE ARE ONE-TIME OFFERS, ARE ONLY REDEEMABLE VIA THE APP (UNLESS OTHERWISE STATED IN THE PROMOTION TERMS) AND WE MAY MODIFY OR CANCEL THEM AT ANY TIME. UNLESS WE STATE OTHERWISE IN THE SPECIFIC PROMOTION TERMS, WE LIMIT THESE TO 1 PER USER AND ACCOUNT, THEY CAN'T BE COMBINED WITH OTHER OFFERS, THEY ARE NOT VALID FOR CASH, THEY WILL EXPIRE IN ACCORDANCE WITH THEIR TERMS, AND ARE NOT TRANSFERABLE OR PERMITTED TO BE RESOLD.

5.3 FINES AND FEES

WE MAY AT OUR SOLE DISCRETION ASSESS FINES, FEES, OR PENALTIES AND/OR TAKE OTHER ACTIONS FOR YOUR VIOLATION OF THESE TERMS. FOR EXAMPLE, YOU MAY INCUR FEES OR FINES IF YOU LEAVE A PRODUCT OUTSIDE THE SERVICE AREA, USE A PRODUCT IN A PROHIBITED AREA, LEAVE A PRODUCT UNLOCKED, OR CAUSE DAMAGE OR LOSS TO A PRODUCT. IN SOME LOCATIONS, WE ARE REQUIRED BY THE MUNICIPALITY TO IMPOSE FINES FOR IMPROPER USE OF OUR PRODUCTS, INCLUDING WITHOUT LIMITATION IMPROPER PARKING OR RECKLESS RIDING BEHAVIOR.

IN ADDITION, WHEN YOU ARE USING OUR SERVICES, YOU MUST COMPLY WITH THE LAWS THAT APPLY TO YOU. IF YOU RECEIVE A TICKET OR A FINE (E.G., FOR YOUR VIOLATION OF PARKING OR TRAFFIC RULES AND REGULATIONS), CAUSE A PRODUCT TO BE TOWED AND/OR IMPOUNDED OR RECEIVE ANY OTHER PENALTIES OR FEES, YOU'LL BE RESPONSIBLE FOR THE ASSOCIATED COSTS. WE COOPERATE WITH ALL GOVERNMENTAL OFFICIALS IN THEIR ENFORCEMENT OF THE

APPLICABLE LAWS, AND FOR EXPEDIENCY WE MAY PAY AMOUNTS YOU OWE ON YOUR BEHALF AND PROVIDE ANY NECESSARY INFORMATION REQUESTED OR REQUIRED BY THE APPLICABLE GOVERNMENT AGENCIES. IF WE DO SO, YOU ARE REQUIRED TO PAY US BACK. IF WE HAD TO USE THIRD PARTY COLLECTION OR ADMINISTRATIVE AGENTS TO RESOLVE OR ATTEMPT TO RESOLVE THE ISSUE, YOU ARE ALSO RESPONSIBLE FOR PAYING US AN ADMINISTRATIVE FEE UP TO \$100. BY AGREEING TO THESE TERMS, YOU AGREE THAT WE MAY PAY THE AMOUNTS DIRECTLY AND CHARGE THESE AMOUNTS (INCLUDING THE ADMINISTRATIVE FEE) TO ANY PAYMENT METHOD INDICATED IN YOUR ACCOUNT, AND WE MAY NEED TO CONTACT YOU FOR ADDITIONAL INFORMATION.

IN LOCATIONS WHERE WE PAY THE MUNICIPALITY A FEE IN ORDER TO PROVIDE THE SERVICE TO YOU, WE RESERVE THE RIGHT TO PASS A PORTION OF THIS COST ONTO YOU. WE WILL COMMUNICATE TO YOU THE AMOUNT OF SUCH PASS-THROUGH FEE BEFORE YOU START A RIDE.

5.4 PAYMENT FACILITATORS

YOU AGREE, UNDERSTAND AND ACKNOWLEDGE THAT ZYP MAY ENGAGE THIRD PARTY PAYMENT PROCESSORS / GATEWAY SERVICE PROVIDERS TO FACILITATE PROCESSING OF PAYMENTS. ACCORDINGLY, YOU MAY BE REQUIRED TO FOLLOW ANY TERMS AND CONDITIONS OF SUCH THIRD PARTY PAYMENT PROCESSORS/GATEWAY SERVICE PROVIDERS, AS COMMUNICATED TO YOU, FROM TIME TO TIME.

6. 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.

6.1 INITIAL DISPUTE RESOLUTION

THE ZYP 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.

6.2 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, ZYP 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.

6.3 LOCATION

THE ARBITRATION WILL TAKE PLACE IN REDDING, CALIFORNIA OR A MUTUALLY AGREED UPON LOCATION.

6.4 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 ZYP 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.

6.5 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.

6.6 CHANGES TO THIS SECTION.

ZYP 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.

7. SOLICITED SUBMISSION POLICY. WHERE ZYP HAS SPECIFICALLY INVITED OR REQUESTED SUBMISSIONS OR COMMENTS, ZYP ENCOURAGES YOU TO SUBMIT CONTENT TO ZYP THAT YOU HAVE CREATED FOR CONSIDERATION IN CONNECTION WITH SUCH REQUESTS (“USER SUBMISSIONS”). USER SUBMISSIONS REMAINS THE INTELLECTUAL PROPERTY OF THE INDIVIDUAL USER. BY SUBMITTING CONTENT TO ZYP, YOU EXPRESSLY GRANT ZYP A NON-EXCLUSIVE, PERPETUAL, IRREVOCABLE, ROYALTY-FREE, FULLY PAID-UP WORLDWIDE, FULLY SUB-LICENSABLE RIGHT 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 ZYP SHALL BE UNDER NO OBLIGATION TO MAINTAIN THE CONFIDENTIALITY OF ANY INFORMATION, IN WHATEVER FORM, CONTAINED IN ANY USER SUBMISSION.

8. INAPPROPRIATE USER SUBMISSIONS. ZYP 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. ZYP WILL REJECT ANY USER SUBMISSIONS IN WHICH ZYP BELIEVES, IN ITS SOLE DISCRETION, THAT ANY SUCH ACTIVITIES HAVE OCCURRED. IF NOTIFIED BY A USER OF A SUBMISSION THAT ALLEGEDLY VIOLATES ANY PROVISION OF THESE TERMS OF USE, ZYP RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, IF SUCH A VIOLATION HAS OCCURRED, AND TO REMOVE ANY SUCH SUBMISSION FROM THE SERVICES AT ANY TIME AND WITHOUT NOTICE.

9. 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 DISCRETION, THAT YOU HAVE VIOLATED OR ARE LIKELY TO VIOLATE THE FOREGOING PROHIBITIONS OR ANY APPLICABLE RULES OR POLICIES LINKED TO IN THESE TERMS OF SERVICE, 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.

10. 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 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.

11. RIGHT TO TAKEDOWN CONTENT. EXCEPT AS DISCLOSED IN OUR PRIVACY POLICY, WE WILL NOT MONITOR, EDIT, OR DISCLOSE THE CONTENTS OF A USER'S 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 ZYP OR THE SERVICES; (2) PROTECT AND DEFEND THE RIGHTS OR PROPERTY OF ZYP, 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 ZYP SHALL HAVE NO OBLIGATION TO PRESCREEN ANY SUCH CONTENT. HOWEVER, WE SHALL HAVE THE RIGHT IN OUR SOLE 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 TERMS OF SERVICE ACCESS TO THE SERVICES OR ANY PART THEREOF.

12. USER PUBLISHED CONTENT. USER PUBLISHED CONTENT AND USER SUBMISSIONS DO NOT REPRESENT THE VIEWS OF ZYP OR ANY INDIVIDUAL ASSOCIATED WITH ZYP, AND WE DO NOT CONTROL THIS CONTENT. IN NO EVENT SHALL YOU REPRESENT OR SUGGEST, DIRECTLY OR INDIRECTLY, ZYP'S ENDORSEMENT OF USER PUBLISHED CONTENT. ZYP DOES NOT VOUCH FOR THE ACCURACY OR CREDIBILITY OF ANY USER PUBLISHED CONTENT ON OUR SERVICES OR USER SUBMISSIONS PUBLISHED THROUGH OUR SERVICES, AND DOES 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, 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.

13. THIRD PARTY LINKS. FROM TIME TO TIME, THE SERVICES MAY CONTAIN LINKS TO WEBSITES THAT ARE NOT OWNED, OPERATED OR CONTROLLED BY ZYP OR ITS AFFILIATES. ALL

SUCH LINKS ARE PROVIDED SOLELY AS A CONVENIENCE TO YOU. IF YOU USE THESE LINKS, YOU WILL LEAVE THE SERVICES. ZYP IS NOT 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 THIS SERVICES, YOU DO SO ENTIRELY AT YOUR OWN RISK.

14. TRANSACTIONAL PARTNERS. IN SOME CASES WE MAY PARTNER WITH ANOTHER ENTITY TO CO-PROMOTE THEIR SERVICES WITHIN OUR SERVICES OR ENGAGE A THIRD PARTY TO PROVIDE FEATURES OR TECHNOLOGY TO ENABLE OUR SERVICES. IN THESE CASES, YOU MAY BE TRANSACTING DIRECTLY WITH THE OTHER PARTY OR SUBJECT TO THE OTHER PARTY'S TERMS. ON THOSE PAGES OR LOCATIONS, THE TRANSACTIONAL PARTNERS' BRAND IS CLEARLY VISIBLE AND THEIR TERMS OF SERVICE ARE POSTED. WHEN USING THESE PARTNER PAGES, SERVICE FEATURES OR TECHNOLOGY, YOU ARE BOUND BY PARTNER TERMS OF SERVICE IN ADDITION TO REMAINING BOUND BY THESE ZYP TERMS OF SERVICE. WHEN THERE IS A CONFLICT BETWEEN THESE TERMS OF SERVICE AND THE PARTNER'S TERMS OF SERVICE WITH RESPECT TO ANY DISPUTE RELATING TO ZYP OR THE ZYP SERVICES, THESE TERMS OF SERVICE WILL PREVAIL.

15. TERMINATION. YOU OR WE MAY SUSPEND OR TERMINATE YOUR RIGHT TO USE OF THIS SERVICE AT ANY TIME, FOR ANY REASON OR FOR NO REASON. WE MAY ALSO BLOCK YOUR ACCESS TO OUR SERVICES IN THE EVENT THAT (A)

YOU BREACH THESE TERMS OF SERVICE; (B) WE ARE UNABLE TO VERIFY OR AUTHENTICATE ANY INFORMATION YOU PROVIDE TO US; OR (C) WE BELIEVE THAT YOUR ACTIONS MAY CAUSE FINANCIAL LOSS OR LEGAL LIABILITY FOR YOU, OUR USERS OR US.

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 THESE TERMS OF SERVICE. 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 ZYP ALL OF THE RIGHTS GRANTED HEREIN; AND (B) ZYP'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.

17. DISCLAIMERS. YOUR USE OF THE SERVICES AND ANY RENTAL SERVICES IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE

SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER ZYP, NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE SERVICES. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE SERVICES MAY BE OUT OF DATE, AND NEITHER ZYP, NOR ANY OF ITS AFFILIATES MAKES ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ZYP OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

18. LIMITATIONS OF LIABILITY. ZYP DOES NOT ASSUME ANY RESPONSIBILITY, NOR WILL BE LIABLE, FOR ANY DAMAGES TO, OR ANY VIRUSES THAT MAY INFECT YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESS TO, USE OF, OR BROWSING THE SERVICES, OR YOUR DOWNLOADING OF ANY INFORMATION OR MATERIALS FROM THIS SERVICE. IN NO EVENT WILL ZYP, OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THE SERVICES, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE

SERVICE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

IN THE EVENT OF ANY PROBLEM WITH THE SERVICES OR ANY MATERIALS, OR INFORMATION CONTAINED ON ANY OR ALL OF THE SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. IN NO EVENT SHALL ZYP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (A) TWENTY FIVE DOLLARS (US \$25.00); OR (B) THE TOTAL FEES YOU HAVE PAID TO ZYP OR ITS PLATFORM PARTNER IN THE PREVIOUS SIX (6) MONTH PERIOD.

19. INDEMNITY. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD ZYP AND ANY AFFILIATED ENTITY OR INDIVIDUAL HARMLESS FROM ANY AND ALL LIABILITIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO OR IN CONNECTION WITH (I) YOUR USE OF THE SERVICES AND ANY RENTAL SERVICES PROVIDED BY ANY ENTITY; (II) YOUR VIOLATION OF ANY TERM OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES ABOVE; (III) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY, PUBLICITY RIGHTS OR INTELLECTUAL PROPERTY RIGHTS; (IV) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION; (V) ANY CLAIM OR DAMAGES THAT ARISE AS A RESULT OF ANY USER SUBMISSION OR OTHER CONTENT, MESSAGE OR

INFORMATION THAT YOU PROVIDE TO ZYP, INCLUDING WITHOUT LIMITATION ANY CLAIM OR DAMAGES ARISING FROM A DEFAMATION OR INVASION OF PRIVACY CLAIM; OR (VI) ANY OTHER PARTY'S ACCESS AND USE OF THE SERVICES WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE SECURITY CODE.

20. RELEASE. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SERVICES, YOU RELEASE ZYP (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

21. FORCE MAJEURE. NEITHER ZYP NOR YOU SHALL BE RESPONSIBLE FOR DAMAGES OR FOR DELAYS OR FAILURES IN PERFORMANCE RESULTING FROM ACTS OR OCCURRENCES BEYOND THEIR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION: FIRE, LIGHTNING, EXPLOSION, POWER SURGE OR FAILURE, WATER, ACTS OF GOD, WAR, REVOLUTION, CIVIL COMMOTION OR ACTS OF CIVIL OR MILITARY AUTHORITIES OR PUBLIC ENEMIES: ANY LAW, ORDER, REGULATION, ORDINANCE, OR REQUIREMENT OF ANY GOVERNMENT OR LEGAL BODY OR ANY REPRESENTATIVE OF ANY SUCH GOVERNMENT OR LEGAL BODY; OR LABOR UNREST, INCLUDING WITHOUT LIMITATION, STRIKES, SLOWDOWNS, PICKETING, OR BOYCOTTS; INABILITY TO SECURE RAW MATERIALS, TRANSPORTATION FACILITIES, FUEL OR ENERGY SHORTAGES, OR ACTS OR OMISSIONS OF OTHER COMMON CARRIERS.

22. PRIVACY. DATA COLLECTION AND USE, INCLUDING DATA COLLECTION AND USE OF PERSONALLY IDENTIFIABLE

INFORMATION IS GOVERNED BY ZYP'S PRIVACY POLICY WHICH IS INCORPORATED INTO AND IS A PART OF THIS AGREEMENT.

23.1 PRIVACY INFORMATION FOR CA RESIDENTS

IF YOU ARE A CALIFORNIA RESIDENT, CALIFORNIA LAW REQUIRES US TO PROVIDE YOU WITH ADDITIONAL INFORMATION REGARDING HOW WE COLLECT, USE, AND SHARE YOUR "PERSONAL INFORMATION" (AS DEFINED IN THE CALIFORNIA CONSUMER PRIVACY ACT, AS AMENDED BY THE CALIFORNIA PRIVACY RIGHTS ACT ("CCPA")).

CATEGORIES OF PERSONAL INFORMATION WE COLLECT

THROUGHOUT OUR PRIVACY POLICY, WE DISCUSS IN DETAIL THE SPECIFIC PIECES OF PERSONAL INFORMATION WE COLLECT FROM AND ABOUT OUR USERS. UNDER THE CCPA, WE ARE ALSO REQUIRED TO PROVIDE YOU WITH THE "CATEGORIES" OF PERSONAL INFORMATION WE COLLECT. THE CATEGORIES WE MAY COLLECT ARE:

1. IDENTIFIERS (SUCH AS NAME, ADDRESS, EMAIL ADDRESS);
2. COMMERCIAL INFORMATION (SUCH AS TRANSACTION DATA);
3. FINANCIAL DATA (SUCH AS CREDIT CARD INFORMATION COLLECTED BY OUR PAYMENT PROCESSORS ON OUR BEHALF);
4. INTERNET OR OTHER NETWORK OR DEVICE ACTIVITY (SUCH AS BROWSING HISTORY OR USAGE INFORMATION);
5. GEOLOCATION INFORMATION (E.G., YOUR APPROXIMATE LOCATION BASED ON IP ADDRESS, OR PRECISE LOCATION WITH YOUR CONSENT);
6. INFERENCE DATA ABOUT YOU (E.G., THE ADDITIONAL SERVICES WE THINK WOULD BE OF MOST INTEREST TO YOU BASED ON YOUR INTERACTIONS WITH US);
7. DEMOGRAPHIC INFORMATION (SUCH AS GENDER AND AGE);

8. INSURANCE (INCLUDING HEALTH INSURANCE) INFORMATION;
AND
9. OTHER INFORMATION THAT IDENTIFIES OR CAN BE
REASONABLY ASSOCIATED WITH YOU.

YOUR CALIFORNIA PRIVACY RIGHTS

IF YOU ARE A CALIFORNIA RESIDENT, THE CCPA ALLOWS YOU TO MAKE CERTAIN REQUESTS ABOUT YOUR PERSONAL INFORMATION. SPECIFICALLY, THE CCPA ALLOWS YOU TO REQUEST US TO:

- INFORM YOU ABOUT THE CATEGORIES OF PERSONAL INFORMATION WE COLLECT OR DISCLOSE ABOUT YOU; THE CATEGORIES OF SOURCES OF SUCH INFORMATION; THE BUSINESS OR COMMERCIAL PURPOSE FOR COLLECTING YOUR PERSONAL INFORMATION; AND THE CATEGORIES OF THIRD PARTIES WITH WHOM WE SHARE/DISCLOSE PERSONAL INFORMATION.
- PROVIDE ACCESS TO AND/OR A COPY OF CERTAIN PERSONAL INFORMATION WE HOLD ABOUT YOU.
- DELETE CERTAIN PERSONAL INFORMATION WE HAVE ABOUT YOU.
- PROVIDE YOU WITH INFORMATION ABOUT THE FINANCIAL INCENTIVES THAT WE OFFER TO YOU, IF ANY.

THE CCPA FURTHER PROVIDES YOU WITH THE RIGHT TO NOT BE DISCRIMINATED AGAINST (AS PROVIDED FOR IN APPLICABLE LAW) FOR EXERCISING YOUR RIGHTS. PLEASE NOTE THAT CERTAIN INFORMATION MAY BE EXEMPT FROM SUCH REQUESTS UNDER CALIFORNIA LAW. FOR EXAMPLE, WE NEED CERTAIN INFORMATION IN ORDER TO PROVIDE THE SERVICES TO YOU. WE ALSO WILL TAKE REASONABLE STEPS TO VERIFY YOUR IDENTITY BEFORE RESPONDING TO A REQUEST. IN DOING SO, WE MAY ASK YOU FOR VERIFICATION INFORMATION SO THAT WE CAN MATCH AT LEAST TWO VERIFICATION POINTS WITH INFORMATION WE MAINTAIN IN OUR FILES ABOUT YOU. IF WE ARE UNABLE TO

VERIFY YOU THROUGH THIS METHOD, WE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REQUEST ADDITIONAL INFORMATION FROM YOU. IF YOU WOULD LIKE FURTHER INFORMATION REGARDING YOUR LEGAL RIGHTS UNDER CALIFORNIA LAW OR WOULD LIKE TO EXERCISE ANY OF THEM, PLEASE CONTACT US.

24. GENERAL. ANY CLAIM RELATING TO, AND THE USE OF, THIS SERVICES AND THE MATERIALS CONTAINED HEREIN IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN REDDING, CALIFORNIA. A PRINTED VERSION OF THESE TERMS OF SERVICE WILL BE ADMISSIBLE IN JUDICIAL AND ADMINISTRATIVE PROCEEDINGS BASED UPON OR RELATING TO THESE TERMS OF SERVICE TO THE SAME EXTENT AND SUBJECT TO THE SAME CONDITIONS AS OTHER BUSINESS DOCUMENTS AND RECORDS ORIGINALLY GENERATED AND MAINTAINED IN PRINTED FORM. THESE TERMS OF SERVICE SET FORTH THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN US WITH RESPECT TO THE SUBJECT MATTER HEREOF. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR SERVICES, AND OPERATION OF THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. IF ANY PROVISION OF THESE TERMS OF SERVICE IS HELD TO BE INVALID OR UNENFORCEABLE, SUCH PROVISION SHALL BE STRUCK AND THE REMAINING PROVISIONS SHALL BE ENFORCED. YOU AGREE THAT THESE TERMS OF SERVICE AND ALL INCORPORATED AGREEMENTS MAY BE AUTOMATICALLY ASSIGNED BY ZYP IN OUR SOLE DISCRETION. HEADINGS ARE FOR REFERENCE PURPOSES ONLY AND IN NO WAY DEFINE, LIMIT, CONSTRUE OR DESCRIBE THE SCOPE OR EXTENT OF SUCH SECTION. OUR FAILURE TO ACT WITH RESPECT TO A BREACH BY YOU OR OTHERS DOES NOT WAIVE OUR RIGHT TO ACT WITH RESPECT TO SUBSEQUENT OR SIMILAR BREACHES. ALL SECTIONS WHICH BY THEIR CONTEXT OUGHT

TO SURVIVE THIS AGREEMENT SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

25. ADDITIONAL ASSISTANCE. IF YOU DO NOT UNDERSTAND ANY OF THE FOREGOING TERMS OF SERVICE OR IF YOU HAVE ANY QUESTIONS OR COMMENTS, WE INVITE YOU TO CONTACT US.

26. BE SAFE WHEN USING OUR PRODUCTS!

WE WANT A SAFE EXPERIENCE FOR YOU AND THOSE AROUND YOU IN YOUR COMMUNITY, AND THAT MEANS WE HAVE SOME RULES. ASIDE FROM SIMPLY EXERCISING CAUTION AND GOOD JUDGMENT, YOU SHOULDN'T CARRY ANY ITEMS OR USE ANY DEVICE (LIKE A CELL PHONE OR OTHER PORTABLE DEVICE) IF THEY COULD IMPAIR OR HINDER SAFE USE (NO TEXTING WHILE USING OUR SERVICES, FOR EXAMPLE). THERE WILL NOT ALWAYS BE A DESIGNATED PLACE FOR YOU TO RIDE, SUCH AS A BIKE LANE FOR SCOOTERS OR BIKES, SO EXERCISE CAUTION WHEN RIDING IN AREAS WITH CARS AND OTHER TRAFFIC (WE AREN'T RESPONSIBLE FOR THE ACTIONS OF DRIVERS, PEDESTRIANS, OR OTHER THIRD PARTIES). UNLESS WE EXPRESSLY PERMIT YOU TO DO SO (E.G., IN A SEPARATE SET OF TERMS AND CONDITIONS), YOU SHOULD NOT HANDLE, CHARGE, REMOVE AND/OR OTHERWISE TAMPER WITH THE BATTERIES (WHETHER REMOVABLE OR NOT) ON ANY ZYP VEHICLE. YOU ARE PROHIBITED FROM USING OUR SERVICES WHILE UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR OTHER SUBSTANCES THAT MAY AFFECT YOUR ABILITY TO SAFELY USE OUR SERVICES. DON'T CARRY OTHER PEOPLE OR ANIMALS WHILE USING OUR SERVICES. PLEASE DON'T LOCK UP ANY PRODUCT WITH A LOCK THAT ISN'T OURS, BECAUSE THEN WE CAN'T UNLOCK IT (!). PLEASE DON'T LEAVE A PRODUCT IN A MANNER OR LOCATION WHICH WE CAN'T ACCESS. WE MAY CHARGE YOU UP TO \$500 IF WE ARE

NOT ABLE TO RETRIEVE ANY PRODUCT DUE TO YOUR ACTIONS.

YOU ARE ALSO NOT PERMITTED TO USE OUR SERVICES TO PARTICIPATE IN ACTIVITIES BEYOND A PARTICULAR PRODUCT'S INTENDED USE. SOME OF THESE ARE OBVIOUS, BUT FOR EXAMPLE, NO RACING, MOUNTAIN RIDING, STUNTS OR TRICK-RIDING, RIDING UP OR DOWN STAIRS, AND DON'T TAKE A PRODUCT OFF-ROAD OR THROUGH MASSIVE AMOUNTS OF WATER (BEYOND NORMAL URBAN RIDING, OF COURSE). ALL OF THESE USES CAN DAMAGE OUR PRODUCTS OR CAUSE SERIOUS INJURY OR DEATH TO YOU OR SOMEONE ELSE. YOU MAY NOT USE OUR SERVICES FOR HIRE, REWARD OR FOR ANY OTHER COMMERCIAL USE (LIKE ADVERTISING, RIDE-SHARING OR FOOD DELIVERY). DON'T TAMPER WITH, VANDALIZE OR TRY TO GAIN UNAUTHORIZED ACCESS TO OUR SERVICES. AND OF COURSE, DO NOT USE OUR SERVICES IN CONNECTION WITH THE VIOLATION OF ANY LAW.

7. TREAT OUR PRODUCTS WITH RESPECT.
 - a. PROPER USE. IF ALL CUSTOMERS TREAT OUR PRODUCTS WITH RESPECT, MORE OF THEM WILL BE AVAILABLE TO USE AND IN BETTER CONDITION. OUR PRODUCTS ARE UNFORTUNATELY NOT INDESTRUCTIBLE, SO PLEASE TAKE GOOD CARE OF THEM WHEN THEY ARE IN YOUR HANDS. THEY HAVE WEIGHT LIMITATIONS, WHICH YOU CAN FIND IN THE RULES TO RIDE FOR THAT PRODUCT. YOU MAY NOT USE ANY PRODUCT TO TOW OR HAUL A TRAILER, VEHICLE OR OTHER OBJECT. WE EXPECT YOU TO USE THE PRODUCTS SAFELY, INCLUDING WHEN YOU CARRY CARGO IN GENERAL (WHERE THE VEHICLE HAS A SAFE PLACE TO CARRY CARGO). IF YOU LEAVE ANY PERSONAL BELONGINGS ON OR IN OUR PRODUCTS OR ON OUR PREMISES (AND WE FIND THEM), WE'LL HOLD

THEM FOR 90 DAYS UNLESS THE LAW REQUIRES LONGER.

- b. DAMAGE. WE EXPECT THAT OTHER THAN NORMAL WEAR AND TEAR, YOU'LL RETURN (MEANING LOCKING UP AND/OR DEACTIVATING) A PRODUCT IN THE SAME CONDITION IN WHICH YOU RECEIVED IT. IF YOU DAMAGE IT (ACCIDENTALLY OR INTENTIONALLY), OR FAIL TO PROPERLY RETURN IT AND DAMAGE OCCURS, YOU'LL BE RESPONSIBLE FOR THE ASSOCIATED COSTS. THIS CAN GET PRICEY – YOU CAN FIND THE REPLACEMENT COST OF EACH PRODUCT IN THE RULES TO RIDE FOR THAT PRODUCT. THE SAME CHARGES WILL APPLY FOR ANY PRODUCT NOT RETURNED WITHIN 48 HOURS, WHICH WE CONSIDER LOST OR STOLEN AND, DEPENDING ON THE CIRCUMSTANCES, WE MAY NEED TO FILE A POLICE REPORT AGAINST YOU. WE ALSO RESERVE THE RIGHT TO TAKE ANY ACTION AGAINST YOU THAT THE LAW ALLOWS, INCLUDING HOLDING YOU LIABLE FOR THE VALUE OF THE PRODUCT.
- c. PRODUCT PICK-UP. IF YOU ARE UNABLE TO RETURN A PRODUCT TO A VALID AREA (FOR EXAMPLE, YOU HAVE TO LEAVE IT ON PRIVATE PROPERTY, IN A LOCKED COMMUNITY OR AN OTHERWISE UNREACHABLE AREA), AND YOU ASK THAT WE PICK THAT PRODUCT UP, WE MAY CHARGE YOU A PICK-UP FEE OF UP TO \$500. IF YOU JUST PLAIN ABANDON A PRODUCT IN A PLACE IT SHOULDN'T BE LEFT, YOU'LL BE RESPONSIBLE FOR ALL ASSOCIATED FEES UNTIL IT'S RECOVERED, PLUS A SERVICE CHARGE OF UP TO \$500. WE MAY CHARGE THESE AMOUNTS IN OUR SOLE DISCRETION TO ANY PAYMENT METHOD IN YOUR ACCOUNT AND WITHOUT NOTICE.
- d. ACCIDENTS OR DAMAGE TO PRODUCTS GENERALLY. YOU MUST REPORT ANY ACCIDENT, CRASH, DAMAGE, PERSONAL INJURY, OR A STOLEN OR LOST PRODUCT TO US WITHIN TWO (2) HOURS OF THE ACCIDENT OR

INCIDENT, OR, IN THE EVENT YOU ARE INJURED, AS SOON AS REASONABLY PRACTICABLE FOLLOWING THE ACCIDENT OR INCIDENT. IF AN INCIDENT INVOLVES PERSONAL INJURY, PROPERTY DAMAGE OR A STOLEN PRODUCT, YOU MUST ALSO FILE A REPORT WITH THE LOCAL POLICE DEPARTMENT WITHIN 24 HOURS OF THE INCIDENT (OR, IN THE EVENT YOU ARE INJURED, AS SOON AS REASONABLY PRACTICABLE FOLLOWING THE INCIDENT).