



Rental Contract

RIDEOLOGY

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E-Bike Specialist



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RENTAL TERMS AND CONDITIONS

These terms and conditions constitute a legally binding agreement (the "Agreement") between

RIDEOLOGY AUSTRALIA of 13-21b Mandible St, Alexandria NSW 2015, Australia ("RIDEOLOGY AUSTRALIA", "we", "us", "our") and the person renting an electric vehicle.

from us, as named in the RIDEOLOGY AUSTRALIA Rental Declaration Form filled in at the time of rental (referred to in this Agreement as the "Renter", "you", and "your").

You and RIDEOLOGY AUSTRALIA are collectively referred to as "the parties".

This Agreement is a rental agreement, under which we will lend an electric vehicle to you, in exchange for payment from you for the Term.

Nothing in this Agreement is intended to create a consumer lease to which Part 11 of the National Credit Code in Schedule 1 of the National Credit Protection Act 2009 (Cth) applies.

Attachments below are Schedule 1 - Part 11:

Consumer means a natural person or a strata corporation.

Consumer lease means a consumer lease to which part 11 of the National Credit Code applies.

Continuing credit contract has the same meaning as in section 204 of the National Credit Code.

Meaning of referred credit matter.

1) referred credit matter means a matter relating to either of the following:

(a) credit, being credit the provision of which would be covered by the expression "provision of credit to which this Code applies" in the initial National Credit Code.

(b) consumer lease, being consumer lease each of which would be covered by the expression "consumer lease to which part 11 applies" in the initial National Credit Code.

2) Initial National Credit Code means Schedule 1 to the relevant version of this Act (within the meaning of subsection 19(8)).

The precise terms of the Agreement which govern our relationship are set out below.

Please ensure that you have read these terms before you agree to them.

Defined terms used in this Agreement are set out in clause 32.

Term of this Agreement

The Start Date of this Agreement is the date on which you signed the Acknowledgment Form, Rental Terms and Conditions, take possession of your electric vehicle from the RIDEOLOGY AUSTRALIA shop at 13-21b Mandible St, Alexandria NSW 2015, and pay the Deposit in accordance with clause 6 below.

The Term of this Agreement will end on the End Date of this Agreement. The End Date of this Agreement will be the earlier of the date set out in your Rental Declaration Form unless otherwise terminated earlier in accordance with clause 12 or 13 of this Agreement. In which case, RIDEOLOGY AUSTRALIA will communicate an Expiry Date to you in accordance with clause 14.

You and RIDEOLOGY AUSTRALIA have the right to terminate this Agreement before the end of the Term – see clause 12 and 13.

Forms Involved

Rental Declaration Form Order Confirmation w/ serial # Rental Terms and Conditions (this is the form; a digital form with renter's required digital signature) Theft Form.

Fixed Term Rental

Your plan is required to be fixed to a Term ("Fixed Term"). Despite any other clause in this Agreement, you cannot terminate this Agreement earlier than agreed upon unless you pay an early termination fee of \$350.

For clarity, RIDEOLOGY AUSTRALIA may however, terminate this Agreement during the Fixed Term in accordance with this Agreement.

Rental Agreement

You have agreed to rent from us an electric vehicle with the serial number set out in your Order Confirmation.

Customers are required to allow us to take a photocopy of Passport and another Form of ID Document.

You may also opt for buying your own electric vehicle instead of renting. You may visit the RIDEOLOGY AUSTRALIA website for electric vehicle shopping.

Fees - Overview

You agree to pay RIDEOLOGY AUSTRALIA the following:

TABLE OF FEES

(a) Rental Fee for the rental of the electric vehicle for the relevant plan selected through our RIDEOLOGY AUSTRALIA website or in-store booking as set out at clause 5 below.

(b) Add-ons selected through the website or in-store booking.

(c) Deposit Fee. Please see clause 6; \$150 to \$200

(d) Early Termination Fee \$350

(e) Late Fee/per day and/or administrative fees incurred in accordance with this Agreement. (Each a "Fee").

Weekly Fees

Weekly Fees are payable weekly in advance. You are required to select the appropriate RIDEOLOGY AUSTRALIA rental plan through the website or in-store booking, prior to taking possession of the electric vehicle.

Details about the relevant plans offered by RIDEOLOGY AUSTRALIA for payment of the Weekly Fees are set out in the RIDEOLOGY AUSTRALIA website or in-store booking and may be updated from time to time.

Deposit

We require you to provide a security deposit of \$200.00 or \$150.00 for students (the "Deposit").

SECURITY DEPOSIT

Regular rate \$200

Special rate for students \$150

The Deposit is payable by you on taking possession of the electric vehicle and will be retained by RIDEOLGY AUSTRALIA as security for the electric vehicle and any other related items that will be in your possession for the duration of the rental.

In the event of loss or damage to the electric vehicle or accessories for which you are liable, RIDEOLGY AUSTRALIA will give a written notice to you, apply the Deposit (or part thereof) to the cost of necessary repairs or replacement. Please refer to the RIDEOLGY AUSTRALIA website or in-store current pricing.

In the event of outstanding rental or repair fees, RIDEOLGY AUSTRALIA will give a written notice to you and apply the Deposit (or part thereof) to the satisfaction of the same.

In the absence of damage, loss or outstanding fees, the Deposit will be refunded to you in full within 10 Business Days of the Expiry Date of this Agreement.

Notwithstanding the foregoing, RIDEOLGY AUSTRALIA is not obliged to hold the Deposit on trust for you, and you agree that RIDEOLGY AUSTRALIA is free to treat the Deposit as its own monies, without prejudice to your Deposit refund right (where applicable) described above.

Payment Terms

You authorize RIDEOLGY AUSTRALIA to debit your nominated debit or credit card with the amount of the Weekly Fees and any other Fee incurred as and when they fall due.

You must pay all sums that you owe to RIDEOLGY AUSTRALIA under this Agreement without any set-off, counterclaim, deduction, or withholding of any kind, save as may be required by law.

If we are unable to charge your preferred payment method for any outstanding charges, including Weekly Fees, we will notify you of the unsuccessful payment. Unsuccessful payments will also be charged a late/penalty fee. If the outstanding payment is not remedied until a certain period, RIDEOLGY AUSTRALIA reserves the right to take possession of the electric vehicle at any time without providing notice to you. Any costs incurred by RIDEOLGY AUSTRALIA in retaking possession of the electric vehicle may be charged to you.

Acknowledgment

You acknowledge that:

- (a)** you have received the electric vehicle in a roadworthy and undamaged state.
 - (b)** you have read and understood this Agreement, the RIDEOLOGY AUSTRALIA Privacy Policy and participated in any onboarding offered by RIDEOLOGY AUSTRALIA at the time of entering into this Agreement and agree to comply with all obligations under the same; and
 - (c)** if you intend to use the electric vehicle to make deliveries for a delivery company, you authorize us to share your details with the delivery companies you work for.
- Your personal data will always be governed by the RIDEOLOGY AUSTRALIA Privacy Policy.

Upon Receipt of the electric vehicle HANDLE WITH CARE

Where the electric vehicle is protected by packaging material, such material shall be disposed of by you at your cost.

If in the case that the electric vehicle is originally packed, RIDEOLOGY requires it to be packed well and taken care of to avoid damages on the Return Date, unless otherwise required by RIDEOLOGY.

Legal Title

RIDEOLOGY or its related entities always retains legal and beneficial ownership of the electric vehicle and does not pass to you. You must keep the electric vehicle as a fiduciary agent and bailee for and on behalf of RIDEOLOGY.

You must not allow anything to occur which might adversely affect RIDEOLOGY's right, title, or interest in the electric vehicle.

This means that:

- (a)** you must not create or allow to be created over the electric vehicle any lien, charge, or other security or lend, lease or sell or otherwise part with possession of the electric vehicle or represent you may do these things (save as expressly authorized by this Agreement or by RIDEOLOGY).
- (b)** you must ensure the electric vehicle is clearly identifiable as belonging to RIDEOLOGY and not remove any identifying mark on the electric vehicle; and
- (c)** you must inform RIDEOLOGY immediately if you become or are reasonably likely to become subject to any of the events or circumstances set out in clause 15.

Risk

While title and legal ownership in the electric vehicle always remains with RIDEOLOGY, risk in the electric vehicle transfers and remains with you from the Start Date and until the Expiry Date of this Agreement or until RIDEOLOGY confirms otherwise in writing to you, whichever is the earlier.

Termination by Either Party

Except while you are on a Fixed Term, either party may terminate this Agreement by giving the other party seven (7) Business Days' notice in writing, except where this date would be on a date later than the End Date of this Agreement. Except as provided for in the rest of this clause 13, either party may terminate the Agreement within seven. (7) Business Days of the End Date of this Agreement.

You acknowledge that if you choose to terminate this Agreement before the End Date, you will be charge \$350 by RIDEOLOGY as a termination fee.

Termination by RIDEOLOGY

RIDEOLOGY may terminate this Agreement immediately by giving you notice in writing in the following circumstances:

- (a)** a Fee remains outstanding for more than seven (7) Business Days from the date on which it falls due; or
- (b)** if you are a natural person and you cease to be of full legal capacity or otherwise become incapable of managing your own affairs for any reason; or
- (c)** if you are a person that is a body corporate, and you suffer from insolvency events which is a state of financial distress in which a person or business is unable to pay their debts or the affairs have become appointed to an administrator or a Controller (which is a person or entity that has been given the power to take control of a company's property or assets to secure or manage them for the benefit of creditors or other stakeholders).

If RIDEOLOGY terminates this Agreement in accordance with this clause 13, you must immediately return the electric vehicle to RIDEOLOGY in accordance with the instructions given in the notice.

Return of the electric vehicle

On termination of this Agreement by RIDEOLOGY under clauses 12 or 13, RIDEOLOGY will set out an Expiry Date in the notice of termination provided to you. If you terminate this Agreement under clause 12, RIDEOLOGY will set out an Expiry Date in our acknowledgment of your termination notice. You are required to give RIDEOLOGY seven (7) Business Days' notice if you intend to terminate this Agreement and return your electric vehicle after the Fixed Term. If you do not provide this notice, your return may be subject to additional charges. On or before the Expiry Date, you must return the electric vehicle:

- (a)** to a designated RIDEOLOGY location, on or before the Expiry Date, during operating hours; and
- (b)** in the same condition as it was upon taking possession, save that any reasonable and fair wear and tear is accepted.

The electric vehicle will be deemed returned to the possession of RIDEOLGY when RIDEOLGY or their authorized representative acknowledges receipt of the electric vehicle in writing.

Weekly Fees will continue to apply for each week between the date of notification of termination and the Expiry Date, including the week of the Expiry Date or, if you fail to return the electric vehicle as set out above or as otherwise instructed by RIDEOLGY, the date that the electric vehicle is returned to RIDEOLGY.

If you do not return the electric vehicle on the Expiry Date:

(a) you must pay RIDEOLGY

Weekly Fees for each week between the Expiry Date and the date the electric vehicle is returned, including the week of the Expiry Date;

(b) after written notice to you and if the location of the electric vehicle is unknown, RIDEOLGY may report the electric vehicle as stolen to the Police.

(c) you must compensate RIDEOLGY for any reasonable costs incurred in recovering the electric vehicle; and

(d) you irrevocably grant to RIDEOLGY or its related entities, including its employees, contractors and agents the right to take possession of the electric vehicle, without demand or notice, wherever the electric vehicle may be located, without any court order or other process of law, if permitted by applicable law, and you hereby waive all damages occasioned by RIDEOLGY or its related entities, including its employees, contractors and agents taking possession of the electric vehicle including any claim for trespass.

Late, Missed or Overdue Payments

If any Fee is not made for any reason (for example, if there are insufficient funds available in the nominated account), you will incur a late fee of \$5 per day. The administrative fee applies for every missed payment where an attempt is made to process a payment and it is returned by the relevant financial institution. RIDEOLGY AUSTRALIA, without prejudice to its other rights, reserves the right to charge interest on the amount due and unpaid at the rate of 2.5% above the Consumer Price Index as at that date on all amounts outstanding. Interest shall accrue daily on all unpaid sums and will apply from the due date for payment until actual payment is received by RIDEOLGY AUSTRALIA in full (whether before or after judgement).

RIDEOLGY AUSTRALIA may also refer the matter to a debt collector or solicitor for collection of fees outstanding and repossession of the electric vehicle, if applicable, in which case you will be liable to pay to RIDEOLGY AUSTRALIA all reasonable fees and charges payable in respect of the debt collector's fees (including any commission), costs associated with recovering possession of the electric vehicle and solicitor's fees on a full indemnity basis.

Location Sharing

You consent to share location data with RIDEOLOGY. You may revoke this consent via a written request to RIDEOLOGY and swapping the electric vehicle for one that is not GPS-enabled. RIDEOLOGY agrees not to share your location data with any third party without your consent or without removing your identity.

Your personal data will always be governed by the RIDEOLOGY Privacy Policy.

Authorised

Use RIDEOLOGY authorises you to use the electric vehicle during the Term for Authorised Business Use and/or Authorised Personal Use, provided that such use must not involve Unauthorised Use.

Authorised Business Use includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation. Authorised Personal Use includes operation of the electric vehicle on roads in accordance with local road rules and legislation.

Unauthorised Use includes (but is not limited to) any business or personal use involving:

(a) the operation of the electric vehicle by any person other than you.

(b) the carriage of any person in addition to you.

(c) the towing of another person, electric vehicle or other object.

(d) the operation, use or involvement in any way of the electric vehicle in violation of any laws or for an illegal purpose.

(e) the riding of the electric vehicles may be illegal in different states of Australia, especially electric scooters. It is always best to check current news. And whenever permitted to use electric scooters, the maximum speed limit approved by the government in Australia is 25 km per hour.

Going over may cause penalties which the renter will be fully liable. Please ride responsibly.

(f) the operation of the electric vehicle on any other surface other than paved or gazetted roads within metro areas without the written permission of RIDEOLOGY.

(g) any race or competition; and

(h) the operation of the electric vehicle outside of reasonable and safe parameters and in any negligent manner.

RIDEOLOGY Warranty

RIDEOLOGY represents that, to the best of its knowledge and belief, the electric vehicle is supplied to you at the commencement of the Term:

- (a)** in sound and safe condition, suitable for Authorised Use; and
- (b)** free of any known faults or defects that would affect its safe operation under normal use; and
- (c)** in accordance with the manufacturer's standards. Apart from this and any other warranty or guarantee set out in this Agreement, or which you are entitled to by law, RIDEOLOGY excludes all other warranties or guarantees.

Australian Consumer Law

Our products and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this agreement impacts your rights under Australian Consumer Law, including your right to a remedy if we fail to meet a consumer guarantee.

Limitation of Liability

Where our products and/or services fall within the scope of the Australian Consumer Law, our liability will be limited to the extent permitted under Australian Consumer Law to (at our option) supplying the goods or services again or the cost of replacing the goods or having the services supplied again.

We specifically exclude liability for consequential loss, including loss of business profits (except to the extent that any such consequential loss is incurred because of a failure to meet a consumer guarantee under the Australian Consumer Law).

Where our services fall outside the scope of the Australian Consumer Law, we exclude, all liability to you to the extent permitted by law (including liability for consequential loss, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the services, however arising.

However, nothing in this Agreement is intended to exclude our liability for fraud, negligence or wilful misconduct of us, our employees, agents or contractors. RIDEOLOGY shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, which refers to unforeseeable and uncontrollable events or circumstances that are beyond the control of the parties involved in the agreement and could not have been reasonably anticipated.

Such events are often considered "acts of God" or "acts of nature." Common examples include natural disasters (e.g., earthquakes, hurricanes), extreme weather events, war, terrorism, pandemics, government actions, labour strikes, and other events that are outside of human control. This if it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

Your Warranties

You warrant that you:

- (a)** are over 21 years of age.
- (b)** hold a current Australian and/or international motorcycle licence that is suitable to ride the electric vehicle type being rented. If at any time your licence is cancelled, you must immediately notify RIDEOLGY and cease operating the electric vehicle. You acknowledge that RIDEOLGY has no obligation to verify the validity of your licence and that you are responsible for ensuring you are permitted to ride the electric vehicle in Australia.
- (c)** can drive the electric vehicle safely in traffic according to the relevant applicable traffic and administrative regulations.
- (d)** have experience or minimum knowledge of driving mopeds and are familiar with the operation and safe use of modes.
- (e)** will only use the electric vehicle for an Authorised Use.
- (f)** will not intentionally damage the electric vehicle.
- (g)** will not seek to have the electric vehicle modified or repaired by a third party.
- (h)** will not paint, draw, or apply stickers or decals to the electric vehicle.
- (i)** will be always the sole operator of the electric vehicle.
- (j)** will charge the electric vehicle only with the charger supplied by RIDEOLGY.
- (k)** will not use or permit the electric vehicle to be used for any Unauthorised Use.
- (l)** will not use the electric vehicle while under the influence of alcohol or drugs; and
- (m)** will, always during the Term while the electric vehicle is not in use, lock the electric vehicle using the supplied keys in accordance with all reasonable directions of RIDEOLGY, including as set out in the Safety, Security, and Maintenance Guide, as amended from time to time.

You indemnify RIDEOLGY in respect of any loss or damage arising out of any warranty given in this clause 22 being incorrect or any breach of any such warranty and will be solely responsible for all loss and damage so arising, including (but not limited to) all associated tickets, fines, and fees.

You are responsible for arranging for any necessary toll payments or other similar charges. If you do incur any costs relating to your operation of the electric vehicle, including any toll fees or fines by law enforcement, you will be charged an administration fee of \$10. This fee will be deducted from the Deposit.

Responsibility for costs

incurred because of loss and damage including theft You hereby acknowledge that you are liable for:

(a) the loss of, and all damage to, the electric vehicle above fair wear and tear during the Term of this Agreement, including because of theft of the electric vehicle or attachments to the electric vehicle. For the purposes of this Agreement, fair wear and tear are to be determined by RIDEOLGY.

(b) any costs incurred because of the electric vehicle breaking down or being rendered inoperable due to your negligence or misuse of the electric vehicle; and

(c) all damage to any person or the property of any person:

(i) which is caused or contributed to by you, including flat tires; or

(ii) which arises from the use of the electric vehicle by you.

You indemnify RIDEOLGY in respect of any damage caused to any person or the property of any person for the reasons identified in clause 23(c) above.

If the electric vehicle is lost, stolen, or damaged beyond reasonable repair, you will be liable to pay RIDEOLGY \$2,000.00, being the replacement value of the electric vehicle, plus any additional costs incurred by RIDEOLGY incidental to the loss or theft of the electric vehicle ("Loss or Theft Costs"). Such amounts payable is fair and reasonable and constitute a genuine pre-estimate of the losses suffered by RIDEOLGY in the event of the loss, theft, or irreparable damage of the electric vehicle. You agree to pay such an amount immediately on demand by RIDEOLGY.

In the event of theft of the electric vehicle, you agree to:

(a) Create a police report and provide details to RIDEOLGY as soon as reasonably practicable after the electric vehicle has been stolen.

(b) Request a theft form from RIDEOLGY and complete it as soon as reasonably practicable after the electric vehicle has been stolen.

(c) Return all the accessories (battery, charger, locker, keys, etc.) which have not been stolen and are in your possession to the nearest RIDEOLGY location as soon as reasonably practicable after the electric vehicle has been stolen.

(d) Provide such reasonable evidence that you locked the electric vehicle correctly by speaking with our RIDEOLGY staff at the nearest RIDEOLGY location.

In the event of loss or damage to the electric vehicle or other loss or damage arising in connection with the use of the electric vehicle other than because of theft of the electric vehicle, you must:

(a) Promptly report the incident in writing to RIDEOLGY and provide RIDEOLGY with details of the incident, including:

(b) an accurate description of the incident

(i) e.g., state lost or damaged and the location.

(ii) name, address, and license number of any other person involved.

- (iii)** registration of any other electric vehicles involved.
- (iv)** names and station of any police officers involved; and
- (v)** any other information reasonably requested by RIDEOLGY; and
- (c)** return all parts of the electric vehicle which have not been lost or damaged (battery, charger, locker, keys, etc.) to the nearest RIDEOLGY location.

You accept that GPS device services are necessary to protect our electric vehicles against theft and enhance recovery. RIDEOLGY may request you to attend your nearest RIDEOLGY location for a GPS device service. Any location data and your personal data will at all times be governed by the RIDEOLGY Privacy Policy.

Damages

During the Term, RIDEOLGY DOES NOT provide any insurance or coverage for property damage and personal injury caused by the electric vehicle. Therefore, in the case of an incident, you will be responsible for the cost of any damages incurred.

Any damage caused to the electric vehicle by a third party or force of nature whilst the electric vehicle is in your care shall be your sole responsibility.

You agree to compensate RIDEOLGY as required for damage caused.

For any incident, RIDEOLGY will request the following information for record-keeping:

- (a)** details, circumstances, and location of the incident (time, address, relevant details of the accident).
- (b)** relevant information regarding any electric vehicles or third parties involved (e.g., license plate, names, phone number, and driver's license number of any persons involved, VIN, make and model, electric vehicle colour).
- (c)** witness contact information (e.g., name, address, phone number).
- (d)** photographs of any damage to the electric vehicle or of other electric vehicles involved.
- (e)** a copy of the police report for the incident if any.

Maintenance, Security and Safety

You hereby agree to comply with the following during the Term:

- (a)** maintain the electric vehicle to the same standard in which the electric vehicle is supplied to you (including by complying with all additional servicing or repairs recommended by RIDEOLGY at any service).
- (b)** complete the safety and maintenance checks outlined in the RIDEOLGY Safety, Security and Maintenance Guide.

- (c)** comply with all applicable transport laws.
- (d)** Always wear a helmet when operating the electric vehicle.
- (e)** not to park the electric vehicle in any unauthorized or forbidden locations. This includes any blocked areas that are inaccessible to the public and any areas subject to parking restrictions for specific days or times or for electric vehicles.
- (f)** when parking, park the electric vehicle in an upright position using the kickstand, perpendicular to the curb with the electric vehicle's back wheel adjacent to the curb.
- (g)** without the express written consent of RIDEOLGY, not operate the electric vehicle on any surface other than paved or gazetted roads within the Permitted Area; and
- (h)** check the tire pressure every seven (7) days to ensure they are inflated to the correct PSI, being 50PSI for the front tire and 55PSI for the rear tire.
- (i)** in the case of a battery malfunctioning, (i.e., if the battery is submerged in water, the battery case is defective (bloated) or liquid is coming out), you will immediately isolate the battery and inform RIDEOLGY.
- (j)** you will make sure to always handle the battery with care, particularly when transporting the battery for charging purposes.
- (k)** once removed from the electric vehicle, you will not drop the battery and will ensure it is stored and kept out of direct sunlight.
- (l)** attend at a nominated RIDEOLGY location with the electric vehicle for the electric vehicle to be serviced every 1500 km travelled. You are to make a booking for the service with RIDEOLGY prior to arrival.
- (m)** attend at a nominated RIDEOLGY location with the electric vehicle as directed by RIDEOLGY for a service within seven (7) days of being requested to by RIDEOLGY. You are to make a booking for the service with RIDEOLGY prior to arrival.
- (n)** refrain from servicing or causing the electric vehicle to be serviced otherwise than at a designated RIDEOLGY location.

Regular servicing as set out above is necessary for RIDEOLGY to ensure the continued safety of the electric vehicle. It is critical to your ongoing use of the electric vehicle that you attend scheduled services as set out above.

If you fail to attend a scheduled service as required, any damage caused to the electric vehicle for every kilometre travelled over 1500 km since the electric vehicle's last service will be charged to you. If you do not make payment of these outstanding charges within 48 hours, you will be charged a late fee which will be calculated before check-out and may be deducted from your Deposit.

Standard services are provided at no cost to you during the Term, however, if RIDEOLGY or their representative identifies any damage requiring repair (apart from fair wear and tear), including (but not limited to) a flat battery, flat or punctured tyre, lost keys to Locks or other accidental damage, you will be responsible to pay for such repairs.

RIDEOLGY is committed to organizing additional services if they become aware of any potential issues or faults with the electric vehicle. Accordingly, it is critical to your ongoing use of the electric vehicle that you attend unscheduled services as directed by RIDEOLGY.

The electric vehicle is an electric vehicle that requires periodic charging of its battery to operate. While RIDEOLGY aims to ensure the electric vehicle is charged when conducting a service, it is your responsibility to make sure prior to initiating a ride that the electric vehicle has adequate electric charge for the expected duration of the ride. You agree to use and operate the electric vehicle safely and prudently considering the electric vehicle being an electric vehicle.

Notice

When a notice must be provided in writing by RIDEOLGY to you or you to RIDEOLGY, it may be provided by letter, email, or SMS.

We may send notices to you at your last known home or email address, telephone number, or other contact details.

You must send notices by email to our customer service team by contacting RIDEOLGY's website.

Unless specifically stated otherwise in this Agreement, any notice given by RIDEOLGY to you or you to RIDEOLGY will be deemed given and received if:

- (a)** delivered by hand to the recipient's last known home or work address, at the time of delivery.
- (b)** sent by first class post on a Business Day, the next Business Day or the second Business Day after posting if not sent on a Business Day.
- (c)** sent by email on a Business Day before 4:00 pm, one hour after sending; and
- (d)** sent by email at any other time, 9:00 am on the next Business Day.

Dispute Resolution

If a complaint or dispute arises out of or in connection with this Agreement or its performance, validity, or enforceability (a "Dispute"), then, except as specifically stated otherwise in this Agreement, the parties shall follow the procedure set out in this clause 27. If either party wishes to raise a Dispute, then they must notify the other party in writing as soon as possible. The notification should include details of the Dispute, the outcome the party desires, and any actions that they believe will settle the Dispute.

Once notification of a Dispute has been received, the parties shall attempt to resolve the Dispute in good faith. If the parties are, for any reason, unable to resolve the Dispute within 20 Business Days of the receipt of the notice, then the Dispute shall be referred to a formal mediation process. The parties must agree on the selection of a mediator or, where agreement cannot be reached, refer the Dispute for mediation to a mediator appointed by the Chair of Resolution Institute.

No party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute (except where they seek urgent interlocutory relief) until it has attempted to settle the Dispute by mediation and either:

(a) the mediation has terminated; or

(b) the other party has failed to participate in the mediation having had a reasonable opportunity to do so. any court proceedings must be conducted in accordance with clause 31. All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

For avoidance of doubt, nothing in this clause 27 prohibits, prevents or delays RIDEOLOGY AUSTRALIA from engaging the services of a debt collector or solicitor to recover overdue amounts.

This clause 27 survives termination of this Agreement.

Assignment

You may elect to assign your rights and obligations under this Agreement to another person, subject to RIDEOLOGY AUSTRALIA's written approval. Such approval may be subject to the provision of additional information and conditions. RIDE HUB AUSTRALIA's decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

Relationship of Parties

This is a contract for supply of goods and services and is not intended to create any other relationship between the parties.

Changes to Terms

This Agreement may only be amended by the mutual agreement of the parties.

Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State New South Wales within the Commonwealth of Australia. The parties irrevocably agree that the courts of that State and courts of appeal from them, shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Definitions

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Authorised Business Use has the meaning given to it in clause 18.

Authorised Personal Use has the meaning given to it in clause 18.

Business Day means a day on which banks are open for business in Sydney,

New South Wales, other than a Saturday, Sunday or public holiday.

Consumer Price Index means the percentage increase in price for a fixed basket of goods and services purchased by the average household in 8 capital cities around Australia for the year to the latest quarter, as determined by the Australian Bureau of Statistics. Corporations Act means the Corporations Act 2001 (Cth).

End Date means the date on which you are required to return possession of the electric vehicle to RIDEOLOGY AUSTRALIA, should this Agreement continue for its full Term.

Expiry Date means the day on which this Agreement between you and RIDEOLOGY AUSTRALIA ends, either when the Term of this Agreement expires (the End Date) or if terminated earlier under clauses 12 or 13, the date notified to you by RIDEOLOGY AUSTRALIA under clause 14.

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay and any consequences related to Covid or any pandemic or epidemic and any government restrictions to which a party is subject is not Force Majeure. Order Confirmation means the order confirmation that you receive from us after placing your order for an electric vehicle.

Permitted Area means a 50km radius from 13-21b Mandible St Alexandria, Sydney NSW 2015.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSR means the Personal Properties Securities Register, given effect by the PPSA.

Safety, Security and Maintenance Guide means the RIDEOLOGY AUSTRALIA's Safety, Security and Maintenance Guide that will be given to you on your initial collection of the electric vehicle from RIDEOLOGY AUSTRALIA.

Security Interest has the same meaning given to it in the PPSA.

Start Date has the meaning given to it in clause 1.

Term means the period between the Start Date and the Expiry Date of this Agreement, which shall not exceed four months. Unauthorised Use has the meaning given to it in clause 18.

Electric vehicle has the meaning given to it in clause 3.

Weekly Fees means the weekly rental fees payable by you to RIDEOLOGY AUSTRALIA.

Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears, or context otherwise requires:

(a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.

(b) References to clauses, schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the schedules, annexures, appendices, attachments and exhibits to, this Agreement.

(c) References to parties are references to the parties to this Agreement.

(d) References to a party to any Agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.

- (e)** Words denoting the singular include the plural and words denoting the plural include the singular.
- (f)** Words denoting any gender include all genders.
- (g)** The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (h)** A reference to any Agreement or document (including this Agreement) includes any amendments to or replacements of that document.
- (i)** A reference to a law includes:
- (i)** legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them.
 - (ii)** any constitutional provision, treaty or decree.
 - (iii)** any judgement.
 - (iv)** any rule or principle of common law or equity, and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- (j)** No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.
- (k)** A reference to time is a reference to the time in Sydney, Australia unless otherwise specified.
- (l)** A reference to a day is to be interpreted as the period commencing at midnight and ending 24 hours later.
- (m)** If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.
- (n)** If any act is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- (o)** A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency.
- (p)** Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (q)** Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

Riding Electric Scooters in NSW

It is important to note that riding electric scooters on public roads or areas in New South Wales (NSW) is illegal unless authorized by NSW law. Electric scooters can only be used on

private property where permission has been granted by the property owner. Please ensure that you comply with all relevant local and state regulations regarding the use of electric scooters. Violation of these regulations may result in legal consequences.

RIDEOLOGY AUSTRALIA

Privacy Policy for Rideology

Effective Date: 20/01/2023

Last updated: 20/09/2023

This Privacy Policy describes how Rideology ("we," "us," or "our") collects, uses, discloses, and safeguards personal information obtained from users ("you" or "your") of the Rideology website and mobile application (collectively, the "Services"). By accessing or using our Services, you consent to the practices described in this Privacy Policy.

1. Information We Collect

1.1 Personal Information:

We may collect the following types of personal information from you when you use our Services for the purpose of e-bike and e-scooter sales and rentals:

- Name, email address, phone number, and other contact details.
- Date of birth
- Location information
- Payment information (e.g., credit card details)

1.2 Usage Information:

We may automatically collect certain information about your use of our Services, including:

- Log data (e.g., IP address, device information, browser type)

- Usage metrics (e.g., pages visited, features used, time spent)

2. Use of Information

2.1 We may use the information we collect for the following purposes related to e-bike and e-scooter sales and rentals:

- To process and fulfill your orders and reservations
- To communicate with you regarding your purchases, rentals, and support inquiries
- To personalize your experience and tailor content
- To provide customer support and address any issues or concerns
- To analyse usage patterns and improve our Services

- To detect and prevent fraud, security breaches, or other potentially prohibited or illegal activities

3. Disclosure of Information

3.1 We may disclose your personal information to the following parties for the purposes specified above:

- Affiliated companies, service providers, and business partners who assist us in providing the Services and facilitating sales and rentals
- Delivery and shipping providers to fulfill your orders and rentals
- Law enforcement authorities, government agencies, or other authorized third parties if required by law or to protect our legal rights

4. Data Security

4.1 We implement reasonable security measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. However, please note that no method of transmission over the internet or electronic storage is completely secure, and we cannot guarantee absolute security.

5. Your Choices

5.1 You may access, update, or delete your personal information by contacting us using the contact details provided below. Please note that we may retain certain information as required by law or for legitimate business purposes.

5.2 You may opt-out of receiving promotional communications from us by following the instructions in those communications or by contacting us.

6. Third-Party Links and Services

6.1 Our Services may contain links to third-party websites or services that are not controlled or operated by us. We are not responsible for the privacy practices or content of those third parties. We encourage you to review the privacy policies of any third-party websites or services before providing any personal information.

7. Changes to this Privacy Policy

7.1 We may update this Privacy Policy from time to time. Any changes will be effective

when we post the revised Privacy Policy on our website or mobile application. We encourage you to periodically review this Privacy Policy.