

# Meni Rental Agreement, Waiver of Liability and Release

By Creative Vision Holdings llc d/b/a Meni

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

In consideration of Your use of any of the Services (defined below) provided by Operator (defined below), Operator requires that You (“Renter,” “You,” or “Your”) (acting for all of Renter’s family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this Rental Agreement, Waiver of Liability and Release (“Agreement”).

For purposes hereof, “Operator” shall mean Creative Vision Holdings LLC. d/b/a Meni, applicable Meni LLC subsidiary, contractor, or licensee providing the Services.

The services provided by Operator include, among other things, (1) the rental and/or use of the electric vehicles it operates (whether owned or leased) (“Vehicle” or “Vehicles”), and (2) the rental process for secured goods of a third party (“Secured Goods”) and (3) all other related equipment, support, services, and information provided or made available by Operator (collectively, the “Services”).

In addition, use of Services may require use of a mobile application (“App”) developed and owned by a provider of technology services (the “Technology Service Provider”). The App is subject to the Technology Services Provider’s Terms of Service, which is expressly agreed to when you signed up for the App. You further understand and agree that all personal information that is held by Technology Services Provider and pertains to Renters, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by Technology Services Provider in accordance with its Privacy Policy.

Where Meni or Meni LLC. is the Technology Service Provider, please refer to its Privacy Policy located here: <https://www.rent-Meni.com/privacy-policy>

CAREFULLY READ all terms and conditions before entering into this Agreement. Here is a partial list of some of the terms that Operator wants to bring to Your initial attention in the event You are on a smartphone or other device with a small screen. Capitalized terms have the meanings given to them where defined in this Agreement.

- **THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, ASSUMPTION-OF-RISK PROVISIONS, AND A BINDING ARBITRATION AGREEMENT THAT MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW**
- You must end each rental on the App at the conclusion of the rental. If you fail to do so, You will continue to be charged. For more details, please refer to Section 2.3 below.
- Upon conclusion of Your rental, the Vehicle and/or Secured Goods must be returned to their original position prior to rental (as described in Meni App return process). They are not to be returned anywhere else, i.e. in a different place within the property, public property, or in any other unapproved space.
- All applicable laws and regulations (including, without limitation, those applicable to traffic, pedestrians, parking, and charging Vehicles) must be obeyed, including any helmet laws in Your area. See Section 1.7.
- You must promptly report any damaged or malfunctioning Vehicles or Secured Goods to the Operator via the App or email.

Operator expressly agrees to let, and the Renter expressly agrees to take on, rental of the Vehicle and/or Secured Goods, subject to the terms and conditions set out herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in United States dollars.

## **1. GENERAL RENTAL AND USE**

**1.1 Renter is Sole User.** Operator and the Renter are the only parties to this Agreement. Except as expressly permitted by Meni under Section 1.17: (a) The Renter is the sole Renter and is solely responsible for compliance with all terms and conditions contained herein; (b) You understand that when You activate a Vehicle or Secured Goods, the Vehicle and Secured Goods must be used only by You; and (c) You must not allow others to use a Vehicle or Secured Goods that You have gained access to.

**1.2 Renter is At Least 18 Years Old.** Renter represents and certifies that Renter is at least 18 years old.

**1.3 Renter is a Competent Vehicle Operator .** When a Vehicle is rented, Renter represents and certifies that he/she is familiar with the operation of the Vehicle, is reasonably competent and physically fit to ride the Vehicle, and has reviewed the safety and instruction materials provided by Operator via the App and/or other materials. By choosing to ride a Vehicle, Renter assumes all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

**1.4 Vehicle and Secured Goods are the Exclusive Property of Operator.** Renter agrees that the Vehicles, Secured Goods, and any Operator equipment attached thereto, at all times, remain the exclusive property of Operator and/or its lessors/licensors. You must not dismantle, write on, or otherwise modify, repair or deface Vehicles, any parts of Vehicles, Secured Goods, or other Operator equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on Vehicles or Secured Goods in any way. You must not use Vehicles, Secured Goods, or other Operator equipment, for any advertising or other commercial purpose without the express written permission of Operator.

**1.5 Rental Operating Hours and Rental Availability.** Renter agrees and acknowledges that the Vehicles and Secured Goods may not be available 24 hours a day, 7 days/week, 365 days per year. Vehicles and Secured Goods must be rented during operating hours and within the maximum rental time limits set forth in the App. The number of Vehicles and Secured Goods are limited and rental availability is never guaranteed. Renter agrees that Operator may require Renters to return a Vehicle or Secured Goods at any time.

**1.6 Operating Area.** Renter agrees not to use, operate, and/or ride the Vehicles in any no-ride zone or outside permitted service areas, and further agrees not to move or transport Vehicles or Secured Goods except as expressly authorized by Operator.

**1.7 Renter Must Follow Laws Regarding Use and/or Operation.** Renter agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicles and/or Secured Goods, including all state and local laws and the rules and regulations pertaining to the area where You are operating the Vehicle and/or Secured Goods, including any helmet laws. Renter also agrees to act with courtesy and respect toward others while using the Services.

**1.8 Prohibited Acts.** Renter agrees to the following:

- Operator recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, or impair safe operation of the Vehicle. If You choose to use such an item, You do so at your own peril; Operator recommends that You ensure the item fits snugly to Your body or is otherwise secured, and does not impede Your ability to operate the Vehicle safely.
- You must not place any objects on the handlebar of the Vehicle, such as backpacks or bags.
- While riding a Vehicle, You must not use any cellular telephone, text messaging device, portable music player, or other device that may distract You from operating the Vehicle safely.

- You must not operate a Vehicle or Secured Goods while under the influence of any alcohol, drugs, medication, or other substance that may impair Your motor skills or mental judgment.
- You must not carry a second person or child on a Vehicle.
- You may only use locking mechanisms provided by Operator. You may not add a third-party lock to the Vehicle or lock Vehicles or Secured Goods in any manner alternative to the Operator's instructions.
- Vehicles must not be parked at a prohibited parking spot. The Vehicle cannot be parked on unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space. You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down.
- Vehicles must be parked in a space that is visible, and in an upright position using the kickstand.

**1.9 Vehicles and Secured Goods are Intended for Limited Types of Use.** Renter agrees that he/she will not use Vehicles for racing, mountain riding, or stunt or trick riding. Renter agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Renter agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation. Renter agrees to comply with any additional terms and conditions set forth in the App by Operator regarding Intended and Limited use of Secured Goods.

**1.10 Weight and Cargo Limits.** You must not exceed the maximum weight limit for the Vehicle or any other weight or Cargo limit set forth for any Secured Good.

**1.11 No Tampering; No Unauthorized Use.** You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Services other than as specified in this Agreement.

**1.12 Reporting of Damage or Crashes; Traffic Violations and Enforcement.** Renter must report any accident, crash, damage, personal injury, traffic violation, stolen or lost Vehicle, Secured Good, or related equipment provided or made available by Operator to Operator as soon as possible. If a crash involves personal injury, property damage, or stolen property, Renter shall file a report with the local police department within 24 hours. **Renter agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle, Secured Good, or related equipment provided or made available by Operator.**

- **YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO VEHICLES. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE AUTOMOTIVE OR ANY OTHER INSURANCE THAT WOULD COVER ANY CLAIMS, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY.**

Renter agrees that traffic violations and related citations, fines or impound charges are at the risk and expense of the Renter, including in connection with improper or unauthorized parking at the end of the rental period.

Renter agrees and acknowledges that Operator may cooperate with law enforcement to provide any information necessary as they may request or may otherwise be required.

**1.13 Renter Responsibility for Use and Damage.** Renter agrees to return the Vehicles, Secured Goods, and related equipment provided or made available by Operator to Operator in the same condition in which it was rented. Operator reserves the right to charge You for damage to the Vehicles, Secured Goods, and related equipment provided or made available by Operator caused by you or others (including

any vandalism), water damage, or theft, up to the value of the Vehicle (or any related equipment provided or made available by Operator, if applicable) plus administrative and processing fees. Renter will not be responsible for normal wear and tear incurred in the ordinary use of the Vehicles, Secured Goods, or related equipment provided or made available by Operator.

**1.14 Electric Vehicle.** Vehicle's provided by Meni are electric vehicles that require periodic charging of their batteries in order to operate. Renter agrees to use and operate Vehicles safely and prudently in light of the Vehicle being an electric vehicle and all of the limitations and requirements associated therewith. Renter understands and agrees with each of the following:

- The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).
- The level of charging power in the Vehicle at the time Renter initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors.
- It is Renter's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.
- The distance and/or time that Renter may operate the Vehicle before it loses charging power is never guaranteed.
- The Vehicle may run out of charging power and cease to operate at any time during Renter's rental of the Vehicle, including before reaching Renter's desired destination.

**1.15 Charging of Vehicles.** If the Vehicle runs out of charging power during a rental, Renter understands that this does not correlate to a pause in the rental's status in order to provide free battery charging time. The prices, rental due time, and other

terms set forth at the beginning of the rental will continue to apply until the rental is returned. When the vehicle is plugged in, this is only to be done at the original place of rental, where the Vehicle was originally plugged in. The only charger that is to be used is the one supplied by Operator at the original place of rental. Renter agrees to never charge the vehicle at a different location and/or with a charger different from the one provided by Operator.

**Do not charge the vehicle when wet. If the vehicle becomes submerged in water or there is any risk of water intrusion into the battery, do not ride or charge the vehicle – report to Operator immediately.**

**Renter agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Renter charging or attempting to charge the Vehicle in a way other than described in section 1.15. By choosing to charge a Vehicle in a manner other than that described in section 1.15, Renter assumes full and complete responsibility for all related risks, dangers, and hazards, and Renter agrees that Operator and all other Released Persons (defined below in Section 15) are not responsible for any injury, damage, or cost caused by Renter with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.**

**1.16 Mobile Device Requirements and Active Internet Connection.** Unless otherwise instructed by Operator in writing, to activate Services with the App, You must use a smartphone or any other (mobile) device that meets the technical requirements for and is compatible with the App. Certain functions of the App, such as the possibility to register with the Technology Services Provider, to unlock, rent and end the rental of Vehicles or Secured Goods require that the App has an active network connection. You are responsible for the availability and costs of Your mobile data communication services. You are also responsible for ensuring that Your mobile device has adequate battery capacity. Neither Operator nor Technology Services Provider shall be responsible if You are unable to unlock, use or end the ride of the Vehicle as a result of lost or interrupted network connection, mobile device malfunction, or depleted battery.



You shall remain responsible for and Operator may charge You all costs (including rental fees) incurred until the ride is ended.

**1.17 Group Rides.** Operator and/or Technology Services Provider may permit You (“Group Renter”) to activate multiple Vehicles for rental.

(a) Group Renter obligations. The Group Renter shall be jointly and severally liable for compliance with all terms and conditions of this Rental Agreement by all “Guest Renters,” for payment of all and other charges associated with such Vehicles or Secured Goods, and for all claims, injuries or other damage caused or suffered by Guest Renters. Group Renter acknowledges and agrees that each Guest Renter shall personally read and agree to this Agreement and the applicable Privacy Policy. In addition, Group Renter shall certify that it has read and agrees to this Agreement and acknowledges its responsibilities and certifies that:

- All Guest Renters are 18 years of age or older.
- Group Renter assumes full responsibility for damages and injuries caused by Group Renter or Guest Renter(s).
- Only one Renter will be permitted per Vehicle.
- Group Renter will pay for all of the rides using Group Renter’s account.
- Group Renter agrees to indemnify Operator, Technology Services Provider, and compensate any Guest Renter for any bodily injuries.
- Group Renter has provided Guests with the opportunity to review this Agreement on Group Renter’s mobile device.
- Group Renter agrees to be responsible for return and parking of all Vehicles and Secured Goods; fees incurred as a result of incorrect return processing and bad parking may be passed onto Group Renter.

(b) Guest Renter Obligations. Prior to riding a Vehicle or using Secured Goods as a Guest Renter, Guest shall enter its email address in the App and agree to all applicable terms and conditions of this Agreement.

## **2. PAYMENT AND FEES.**

**2.1 Fees.** Renter may use the Vehicle and Secured Goods in accordance with the pricing described in the App, which may include a ride start fee, fees based on distance or time (with time rounded up to the nearest minute), and/or a required minimum fee. Pricing is subject to change. In each case, fees and other charges may include processing fees, applicable taxes, and other local government charges. You will be charged (through credit card, debit card, or another agreed payment method) the amount of the fees as described in this Agreement and the App, including any recurring payment you choose.

Renter agrees that Operator may, in its sole discretion, pay all traffic tickets, costs/fees imposed in respect of violations, impound fees, fines and/or charges related to Renter's actions on Renter's behalf directly to the appropriate authority or applicable party. If Operator is required to pay and/or process such fees or associated costs, Renter agrees that Operator may charge You for the amount paid plus a reasonable administration charge for dealing with these matters; You will be provided notice of any such costs or fees.

Renter acknowledges that Operator may be obligated pursuant to rules, regulations, ordinances or laws of Municipalities or other applicable authorities to charge You fines or fees for Your actions in violation of such rules, regulations, ordinances or laws. Renter agrees that Operator may charge You for these fines or fees as required. You will be provided notice of any such fines or fees charged to You.

In the event Operator uses a third party collection and/or administrative agent to resolve any tickets, damages, infringements of law or of this Agreement, fines and/or penalties, Renter agrees to pay all costs and collection fees including, but not limited to, administrative and legal costs to such agent upon demand without protest.

## **2.2 Referral and/or Promotional Codes.**

Operator may, in its sole discretion, create referral and/or promotional codes (“Promo Codes”) that may be used for discounts or credits on Services or other features or benefits provided by Operator, subject to any additional terms that Operator establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, unless expressly permitted by Operator; (iii) may be disabled by Operator at any time for any reason without liability to Operator; (iv) may only be used pursuant to the specific terms that Operator establishes for such Promo Code (and to the extent applicable, the Technology Services Provider); (v) are not valid for cash; (vi) may be subject to quantity or value limits; and (vii) may expire prior to your use. Operator reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that it determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of this Agreement or specific terms applicable to such Promo Codes.

**2.3 Maximum Rental Time and Charges.** Renter agrees that Renter will deactivate the Vehicle and/or Secured Goods rental at the agreed upon return time established at checkout. Renter may then rent again. Renter agrees that he/she is solely responsible for being aware of the length of any elapsed rental time. After return of the Vehicle and/or Secured Goods, Renter will be charged the accumulated rental charges.

Rental time will be calculated from the moment of unlocking the Vehicle or Secured Goods through the App until the Renter receives the confirmation through the App that the rental has been ended. If You end the rental incorrectly, this may result in the rental not being terminated. If the rental is not ended properly, the rental will continue and the Renter will continue to be charged. If you have technical issues terminating a rental for any reason, You should report this through the App immediately. Failure to report an issue in terminating a rental may result in continued charges.

Vehicles and Secured Goods provided or made available by Operator not returned within 48 hours of the rental due time established at checkout, will be considered lost or stolen, and Renter may be charged up to the value of the Vehicle and/or Secured

Goods (and related equipment provided or made available by Operator) plus administrative and processing fees. Operator may also charge additional service fees for rentals in excess of 24 hours late where the Vehicle is not lost or stolen.

**2.4 Valid Payment Method.** To be registered to use the Services, Renters must provide a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. Renter represents and warrants to Operator that Renter is authorized to use any credit, debit or prepaid card or other payment method information Renter furnishes to Operator. By providing your payment method, You agree that Operator is authorized (through the Technology Services Provider and/or any third party payment providers) to charge You for your ride and any other fees incurred by Renter under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

When you provide a payment method or in accordance with Operator policies, our system will attempt to verify the information you entered. We may do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If Your payment method expires and You do not update your information or 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 Renter disputes any charge on Renter's payment method, then Renter must contact Operator within 10 business days from the end of the month with the disputed charge, and provide to Operator all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. Renter agrees to immediately inform Operator of all changes relating to the payment method.

If You have agreed to make automatic or recurring payments, such payments will continue until You cancel or Your account is terminated. You can cancel by following the instructions on the App. If You cancel, You may use any remaining balance on your account but may not be able to continue using Services until You have reauthorized an applicable payment method. Operator may continue to charge your payment method for any additional fees or charges incurred under this Agreement.

**2.5 Pick Up Fees.** If You are unable to return a Vehicle and/or Secured Goods to a valid area (i.e. You abandoned a Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle and/or Secured Goods be picked up by Operator staff, Operator, at its sole discretion, may charge You a pick-up fee. If any Vehicle and/or Secured Goods accessed under Your account is abandoned without notice, You will be responsible for all trip fees until the Vehicle and/or Secured Goods are recovered, plus a service charge to recover the Vehicle and/or Secured Goods. Fees are subject to change.

### **3. ADDITIONAL TERMS OF USE.**

**3.1 Safety Check.** Before each use of a Vehicle and/or Secured Goods, Renter shall conduct a basic safety inspection. For a Vehicle, this inspection includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of the throttle, all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (v) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Renter agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert Operator of any problems. In reference to Secured Goods, renters are responsible for inspecting the items to be in safe, working order prior to use. Renter agrees to comply with additional safety inspection items Operator may supply in the App for a Vehicle and/or Secured Goods. If a Vehicle and/or Secured Goods do not conform to or pass the above mentioned safety checks, Renter agrees to discontinue use of the Vehicle and/or Secured Goods and notify Operator immediately via the App or email.

**3.2 Lost or Stolen Vehicle and/or Secured Goods.** A Vehicle and/or Secured Goods (or any related equipment provided or made available by Operator) may be deemed lost or stolen if (a) the Vehicle and/or Secured Goods or such related equipment is not returned within 24 consecutive hours following the due back time established during renter checkout, (b) the Vehicle and/or Secured Good's GPS unit is disabled, (c) the Vehicle and/or Secured Goods are left on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle and/or Secured Goods moves more than thirty feet after a rental has ended and Operator believes such movement was not caused by another Renter or authorized third party, or (e) other facts and circumstances that suggest to Operator in its reasonable, good faith determination that a Vehicle and/or Secured Goods or related equipment has been lost or stolen. Operator and You agree that the last Renter of a Vehicle and/or Secured Goods shall be responsible for a lost or stolen Vehicle and/or Secured Goods or related equipment unless facts and circumstances suggest otherwise to Operator in its reasonable, good faith determination. If Operator deems a Vehicle and/or Secured Goods or related equipment lost or stolen, Operator shall have the authority to take any and all actions it deems appropriate (with respect to the last Renter of a Vehicle and/or Secured Goods or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Renter agrees the data generated by Operator's systems (including those provided by Technology Services Provider) is conclusive evidence of the period of use of a Vehicle and/or Secured Goods or related equipment by a Renter. Renter agrees to report Vehicle and/or Secured Goods or related equipment disappearance or theft to Operator immediately or as soon as possible.

**3.3 Helmets; Safety.** Renters shall comply with all applicable helmet laws and regulations. Operator recommends that all Renters wear a helmet meeting appropriate standards (Snell, CPSC, ANSI or ASTM approved, or meeting Federal Motor Vehicle Safety Standard No. 218 (49 C.F.R. Sec. 571.218), as applicable) that has been properly sized, fitted and fastened according to the manufacturer's instructions. **Operator and all other Released Persons (defined below in Section 15) do not represent or warrant the quality or safety characteristics of any helmet, and Renter agrees that none of the Released Persons is liable for any injury suffered by Renter while using any of the Services, whether or not Renter is wearing a helmet at the**

**time of injury. Renter assumes all risks of not wearing a helmet or other protective gear.** Renters may need to take additional safety measures or precautions not specifically addressed in this Agreement.

**3.4 Vehicle Routes.** Renter agrees that Operator does not guarantee that there will always be a safe place to ride a Vehicle. This remains true even when Operator suggests a route or destination to Renter. Renter agrees that it is not Operators responsibility to determine and maintain records for the level of safety provided by any particular route, therefore, all determinations of whether a route is safe or not for riding is to be made by Renter at Renter's sole discretion. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

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

**4. Termination.** At any time and from time to time, and without Renter's consent, Operator may unilaterally terminate Renter's right to use the Services, in Operator's sole discretion and without any notice or cause. Renter may terminate Renter's use of the Services at any time; provided, however, that (i) no refund will be provided by Operator, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Renter may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Renter's right to use any of the Services, regardless of how the Agreement is terminated.

**5. Confidentiality of Information; Privacy Policies.** You understand and agree that all personal information that is held by Operator (or shared with Operator by

Technology Services Provider in accordance with its Privacy Policy) and that pertains to Renters, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information, will be kept by Operator in accordance with its privacy policy.

**6. License to Image and Likeness.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to Operator and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to Operator and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as Operator may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) **waive, release, and discharge all Released Persons from all Claims (defined below in Section 15) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.**

**7. Notice.** Operator may be contacted by emailing [contact@rent-Meni.com](mailto:contact@rent-Meni.com)

**8. Choice of Law; Dispute Resolution.** Except as set forth in this paragraph 8 and paragraph 9, this Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal,



or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Los Angeles, California. Interpretation and enforcement of paragraph 9, including Sections 9.1 to 9.7, shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq with respect to interpretation and enforcement of all provisions of this Agreement pertaining to arbitration.

## **9. 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.

**9.1 Initial Dispute Resolution.** Renter Support is available via the App to address any concerns you may have regarding your use of a Vehicle and/or this Agreement. 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.

## **9.2 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 use and rental of a Vehicle, this Agreement, and the parties' relationship with each other shall be finally settled by binding arbitration. The substantive law of the State of California shall govern the underlying dispute, but the Federal Arbitration Act, 9 U.S.C. § 1 et seq., shall govern the interpretation and enforcement of all provisions of this Agreement pertaining to arbitration (Sections 9.1 to 9.9). The arbitration shall be administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions. In the

case of arbitrations administered by JAMS, applicable rules include the JAMS Comprehensive Arbitration Rules & Procedures <https://www.jamsadr.com/rules-comprehensive-arbitration/> and JAMS Arbitration Discovery Protocols <https://www.jamsadr.com/arbitration-discovery-protocols/>. In addition to the foregoing, the following procedures shall govern the arbitration, unless any of these procedures are determined by the arbitrator to be inconsistent with the applicable rules of the agreed upon arbitration service or the fair administration of the arbitration:

- Each party may take one deposition of an opposing party or of one individual under the control of the opposing party. No additional depositions of percipient witnesses shall be permitted unless agreed to by the parties.
- Written discovery requests shall be limited to 15 interrogatories and 15 requests for production per side unless otherwise agreed by the parties.
- The parties shall maintain the confidential nature of the arbitration proceeding and any award, including any hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law. To preserve this confidentiality and to protect trade secrets and other potentially sensitive commercial or personal information or documents, the arbitrator shall enter an appropriate protective order upon the request of either party.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all 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. 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.

For any dispute arising out of or relating to this Agreement, the prevailing party is entitled to recover its costs, expenses, and reasonable attorneys' fees and costs (whether incurred at mediation, arbitration trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled. The parties also understand that an arbitrator's ruling that a party was less than 50% at fault constitutes a finding that such party is the prevailing party.

Parties that fail to submit to arbitration in accordance with the terms of this Section 9 agree to pay any reasonable attorneys' fees and/or costs associated with the other party compelling arbitration, including, but not limited to, motions or counterclaims for breach of contract. The parties agree that where one party pays for arbitration fees/costs, those amounts shall not be disclosed to the other party until after the arbitration has completed.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Operator 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.

**9.3 Location.** The arbitration will take place in Los Angeles, California or a mutually agreed upon location.

**9.4 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 OPERATOR 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.

### **9.5 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.

**9.6 Right to Opt Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: Meni LLC, 982 N Batavia Street, A8B, Orange, CA 92867. The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. Exercising your right to opt out shall not affect the enforceability of any arbitration provisions in previous versions of this Agreement from which you did not opt out. If you opt-out of these arbitration provisions, Operator also will not be bound by them.

**9.7 Third Party Beneficiary – Municipalities / Entities Requiring Permit** Any Municipality or government or entity authorizing use of Service through permit or license or other legally applicable method is an intended third party beneficiary of this Arbitration and Class Action Waiver provision (Sections 9.1-9.9).

**9.8 Third Party Beneficiary – Manufacturer/Distributor** Any manufacturer, seller, reseller, supplier, or distributor of Vehicles utilized by Meni or its affiliates in connection with or related to the Services is an intended third party beneficiary of this Arbitration and Class Action Waiver provision (Sections 9.1-9.9).

### **9.9 Changes to this Section**

Operator 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.

For any dispute not subject to arbitration you and Operator agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Los Angeles, California. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

**10. Waiver and Severability.** No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

**11. Cumulative Remedies.** All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

**12. Final Agreement; Modification by Operator.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. Except for Section 9, providing for binding arbitration and waiver of class action rights, Operator reserves the right, at its sole discretion, to modify or replace this Agreement at any time. The most current version of this Agreement will be posted on Operator's website. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to this Agreement, in Operator's sole discretion, is material, Operator will notify you by contacting you through the email address associated with your account or via the App. Use of the Services by you after any modification to this Agreement constitutes your acceptance of this Agreement as modified. Pricing terms set forth on the Website or App supersedes all pricing set forth in this Agreement.

**13. Contract Interpretation.** The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not to be exclusive in its meaning. "Including"

means “including, but not limited to.” Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

**14. Voluntary Execution of this Agreement.** This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part or behalf of Operator. Renter acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement, including the releases it contains; and (c) is fully aware of the legal and binding effect of this Agreement.

**15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.**

In exchange for Renter being allowed to use Services, Vehicles, Secured Goods and other equipment or related information provided by Operator, Renter agrees to fully release, indemnify, and hold harmless Operator, Technology Services Provider and all of its and their owners, managers, affiliates, employees, contractors, fleet management service providers, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) in which Renter utilizes Services, and every property owner or operator with whom Operator has contracted to operate Services and all of such parties’ owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the “Released Persons”) from liability for all “Claims” arising out of or in any way related to Renter’s use of the Services, Vehicles, Secured Goods, App, or related equipment, including, but not limited to, those Claims based on Released Persons’ alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons’ gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

“Claims” means, collectively, 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 attorney’s fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to Renter or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Vehicles, Secured Goods, placement, equipment, maintenance, related information, App, this Agreement or (b) Renter’s use of any of the foregoing.

To the fullest extent permitted by law, and as to Renter’s use of any of the Services, Vehicles, Secured Goods App, or related equipment, Operator and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Services, Vehicles, Secured Goods, App, and related equipment are provided “as is” and “as available,” and Renter relies on them at Renter’s own risk.

Renter is aware that Renter’s use of any of the Services, Vehicles, Secured Goods, App, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Renter or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:

- vehicles and other objects;
- pedestrians;
- traffic;
- Vehicle or component malfunction;
- road conditions;
- weather conditions;


- automated reductions in vehicle speed in “no-ride” or “low-speed” zones to 0 mph or slow speeds as designated by local authorities or requested by local businesses;
- failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7;
- commission of any of the prohibited acts listed in Section 1.8;
- failure to perform the required safety check pursuant to Section 3.1;
- failure to wear a helmet where required by law; and
- negligent acts or omissions by Operator, any other Released Person, Renter, or third party.

Renter is solely and fully responsible for the safe operation of Vehicle at all times. Renter agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. Renter assumes full and complete responsibility for all related risks, dangers, and hazards.

To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of Operator, the Released Parties, any Municipality or any other party. Renter hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Renter does not know or suspect to exist in his or her favor at the time of use of Services, and expressly waives Renter’s rights under any statutes that purport to preserve Renter’s unknown claims.

**FOR CALIFORNIA Renters:**

PROPOSITION 65 NOTICE

 **WARNING:** This product can expose you to chemicals including chromium, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to: <https://www.p65warnings.ca.gov>.



## Renter ACCEPTANCE OF AGREEMENT

I certify that I have read and expressly agree to the terms and conditions of Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this section limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and am reasonably competent and physically fit to ride the Vehicle.

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