

PARTE A: Introductory Contract Terms

This is a legally binding agreement between Mauricio Cardona Jaramillo (ABN 99 565 663 629) of 406/8 Horizon Drive, Maribyrnong, VIC 3032 ("Mauricio Cardona Jaramillo", "we", "our", "us") and the person renting an electric bicycle from us, as named in this agreement filled in at the time of rental (referred to as "renter", "you", and "your").

Name Delivery Company and Reference:

1. FEES

The Renter hereby agrees to pay Mauricio Cardona Jaramillo the fees associated with the plan and any add-ons selected through our Mauricio Cardona Jaramillo.

2. Bike and accessories

The renter agrees to rent from us the bike and accessories (U-Lock, helmet, phone holder and food delivery bag) at the time of your Rental and give them in perfect condition at the time of return.

3. Time Starter Fee

To keep weekly payments low without locking you in to a long-term contract, we require **AUD\$100 dollars**. It is not refundable after our 7-day no risk trial period.

If the renter does not comply with the rental period stipulated in this contract, he must pay everything owed for the remaining weeks of the term of the contract.

This contract will have a validity of **four weeks** from the day of its signature and delivery of the bike, the guaranteed bond "Deposit" for said purposes, will be returned in full according to Part A, Article 4 of this contract.

4. Security Deposit

Deposit: AUD\$250 dollars.

The Deposit is payable by you on taking possession of the Bike and will be retained by Mauricio Cardona Jaramillo as security for the Bike and accompanying keys, U-Lock, helmet, food delivery bag and phone holder.

In the event of loss or damage to the Bike or accompanying keys, U-Lock, helmet, food delivery bag and phone holder, for which you are liable, Mauricio Cardona Jaramillo will (on giving written notice to you) apply the Deposit (or part thereof) to the cost of necessary repairs or replacement.

In the event of outstanding rental or repair fees, Mauricio Cardona Jaramillo will (on giving written notice to you), apply the Deposit (or part thereof) to the satisfaction of same.

In the absence of damages, losses or pending fees, the Deposit will be fully refunded within 10 business days after the end of the contract, once the mechanic designated by us inform that the e-bike is in the same conditions before the rental.

5. Payment Terms

You must pay the deposit before you take possession of the Bike.

Weekly Fees are payable weekly in advance making a bank transfer to the account detailed at the end of this contract, sent via email or MSN or WhatsApp a copy of the receipt of the transfer.

PART B: RENTAL TERMNS

1. Agreement to terms

When you enter a rental arrangement with us, the Parties accept all terms and conditions set out in this Agreement. In addition, you acknowledge that:

- **You have received the Bike**
- **You have read and understood the Rental Agreement and agree to comply with all obligations under the same**
- **You authorize us to share your details with the delivery companies you work for to confirm that you have an active account on their platform**
- **The e-bike once delivered and if the renter within 24 hours of delivery has not found any technical or physical problem with the e-bike, it will be his**

responsibility for the problems, damage or loss of accessories or the e-bike itself.

2. Rental Period

Mauricio Cardona Jaramillo agrees to rent the Bike to you from the Start Date when you took possession of your rental.

The parties agree that this agreement starts (and the first payment is taken) on the Start Date specified above and terminates when the agreement has been terminated and the Bike has been returned in accordance with the provisions of this agreement.

3. Weekly Rental Fees

You agree to pay Mauricio Cardona Jaramillo the Weekly Fees for the use of the Bike weekly, in advance.

Weekly Fees are payable from the date that you take possession of the Bike until the Bike is returned to Mauricio, as set out in this agreement, unless otherwise agreed by the parties in writing.

4. Termination

Notwithstanding anything to the contrary in this agreement, either party may terminate this agreement by giving the other party seven (7) days' notice in writing.

If a payment remains outstanding for more than seven (7) Business Days, Mauricio Cardona Jaramillo may terminate this agreement immediately by giving notice to you in writing. If Mauricio Cardona Jaramillo terminates the agreement for non-payment, you must immediately return the Bike to him in accordance with the instructions given in the notice.

Otherwise, this contract will be automatically renewed for the same period of validity of this contract. It will only be terminated when there is a written notification from either party.

5. Return of the Bike and accessories

On notification of termination, Mauricio Cardona Jaramillo and you will agree an end date ("End Date"). The End Date must not be less than 7 days from the date of the termination notice, unless Mauricio Cardona Jaramillo has consented in writing to an assignment or has terminated the Agreement for non-payment, in which case the End Date will be set out in the notice.

On or before the End Date, you must return the Bike and accessories:

- a) To a designed location, on or before the End Date, during operating hours; and
- b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.

The Bike and accessories will be deemed returned to the possession of Mauricio Cardona Jaramillo when he or their authorised representative signs for the Bike.

Weekly Fees will continue to apply for each week between the date of notification of termination and the End Date, including the week of the End Date or, if you fail to return the Bike and accessories as set out above or as otherwise instructed by Mauricio Cardona Jaramillo, the date that the Bike and accessories are returned to him.

If you do not return the Bike and accessories on the End Date then:

- a) you must pay Mauricio Cardona Jaramillo Weekly Fees for each week between the End Date and the date the Bike and accessories are returned, including the week of the End Date.
- b) after written notice to you and if the location of the Bike is unknown, Mauricio Cardona Jaramillo may report the Bike as stolen to the Police; and
- c) you must compensate Mauricio Cardona Jaramillo for any reasonable costs incurred in recovering the Bike.

PART C: Concluding Contract Terms

1. Late, Missed or Overdue Payments

If a payment is not made, Mauricio Cardona Jaramillo reserves the right to charge interest at the rate of 2.5% (accumulate) above the Consumer Price Index as at that date on all amounts outstanding until paid in full.

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

2. Authorised Use

Mauricio Cardona Jaramillo authorises you to use the Bike during the Term for reasonable business and personal use, subject to the proviso that such use must be predominantly for business purposes and must not involve operation of the Bike outside of reasonable and safe parameters.

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 Bike 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 Bike by any person other than you; and
- b) the carriage of any person in addition to you; and
- c) the towing of another person, vehicle or other object; and
- d) the operation, use or involvement in any way of the Bike in violation of any laws or for an illegal purpose; and
- e) any race or competition.

3. Warranty

Mauricio Cardona Jaramillo represents that, to the best of its knowledge and belief, the Bike 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, Mauricio Cardona Jaramillo excludes all other warranties or guarantees.

4. 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.

5. Limitation of Liability

Where our products and/or services fall within the scope of the Australian Consumer Law, we limit our liability to you to the fullest extent permissible under section 64A of the 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 negligence and for consequential loss or damage,

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 ACL).

Where our services fall outside the scope of the Australian Consumer Law, we exclude all liability to you (including liability for negligence and consequential loss or damage, 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.

6. Your Warranties

You warrant that you:

- a) have been advised by Mauricio Cardona Jaramillo that you will only use the Bike for an Authorised Use; and
- b) will use the Bike predominantly (more than 50% of the time) for business purposes; and
- c) will not use or permit the Bike to be used for any Unauthorised Use; and
- d) will operate the Bike in a safe and reasonable manner and not in any negligent manner; and
- e) will, always during the Term while the Bike is not in use, lock the Bike using the supplied U-Lock in accordance with all reasonable directions of Mauricio, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time.

You indemnify Mauricio Cardona Jaramillo in respect of any loss or damage arising out of any warranty given in this clause 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.

7. Responsibility for Loss and Damage

You hereby acknowledge that you are liable for:

- a) the loss of, and all damage to, the Bike and/or accessories during the Term of this agreement; and
- b) all damage to any person or the property of any person:
 - i. which is caused or contributed to by you or any person you allow to drive the Bike, including flat tyres; or
 - ii. which arises from the use of the Bike by you or any person you allow to drive the Bike.

In the event of loss or damage to the Bike and/or accessories or other loss or damage arising in connection with the use of the Bike, you must:

- a) report the incident in writing to Mauricio Cardona Jaramillo within 24 hours of the incident, together with a copy of the police report and event number, in the event the Bike is stolen.
- b) return all parts of the Bike which have not been damaged or stolen (e.g. lock, keys, battery, charger, etc) to Mauricio Cardona Jaramillo.

If the bicycle is partially or totally damaged, you will be responsible for paying Mauricio Cardona Jaramillo the amount required to return the Bicycle to its pre-rental condition, up to a maximum of \$ 1,500, being the replacement value of the Bicycle. You agree to pay such amount immediately on demand.

If the e-bike suffers any type of damage, it will be your responsibility to repair it and the cost incurred in this, without prejudice to returning the e-bike in the same conditions prior to the rental.

If the Bike is lost or stolen, you will be liable to pay Mauricio Cardona Jaramillo the amount of \$1,500. - being the replacement value of the Bike, plus any additional costs incurred by Mauricio Cardona Jaramillo incidental to the loss or theft of the Bike, by way of liquidated damages.

You agree to pay such amount immediately on demand, Mauricio Cardona Jaramillo reserves the right to present this contract to the police and the competent authorities (Including Department of Immigration and Border Protection), to recover the value of \$ 1,500. - dollars for the value of the rented bicycle.

8. Maintenance, Security and Safety

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

- a) maintain the Bike to the same standard in which the e-bike is supplied to you in (including by complying with all additional servicing or repairs recommended by Mauricio Cardona Jaramillo at any service);
- b) comply with all applicable transport laws;
- c) refrain from servicing or causing the Bike to be serviced otherwise than at a designated Mauricio's location.
- d) Mauricio Cardona Jaramillo does not provide roadside assistance, only information will be given according to letter C) described above.

If Mauricio Cardona Jaramillo 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.

9. Dispute Resolution

If a dispute arises between the parties, the party claiming the dispute must not commence any court or arbitration proceedings (except where they seek urgent interlocutory relief), unless they have first complied with this clause.

The party must inform the other party in writing of the nature of the dispute, the outcome they desire to resolve the dispute, and the action they believe will settle the dispute. On receipt of the notice by the other party, both parties will make every effort to resolve the dispute by mutual negotiation within 20 Business Days.

If the parties are unable to resolve the dispute in that time, the parties must agree on selection of a mediator (if the parties are unable to agree, they agree to request that the President of the Law Society of VICTORIA appoint a mediator) and will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance).

The parties must each pay their own costs associated with the mediation, which must be held in Melbourne, Victoria.

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 prohibits, prevents or delays Mauricio Cardona Jaramillo from engaging the services of a debt collector or solicitor to recover overdue amounts. This clause survives termination of this agreement.

10. Assignment

You may elect to assign your rights and obligations under this agreement to another person, subject to Mauricio's written approval. Such approval may be subject to the provision of additional information and conditions. Mauricio'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.

11. 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, such as employment, agency, contractor and principal or franchisee and franchisor.

12. Changes to terms

An amendment or variation of any term of this agreement must be in writing and signed by each party.

13. Definitions

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

Authorised Use means the use for which you are authorised by Mauricio Cardona Jaramillo to use the Bike, as set out in clause 4 of this Part C.

Business Day means a day on which banks are open for business in Melbourne, Victoria, other than a Saturday, Sunday or public holiday.

Consumer Credit Legislation means the National Consumer Credit Protection Act 2009 including the National Credit Code contained in Schedule 1 to that Act.

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.

End Date means the date agreed between you and Mauricio Cardona Jaramillo to return possession of the Bike to Mauricio, should either Mauricio or you notify the other of termination of this agreement (but not including if Mauricio notifies you of termination of this agreement due to your non-payment of fees or charges owing under this agreement – in that case the end date will be specified in the notice of termination).

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

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

Safety, Security and Maintenance Guide means the Mauricio Cardona's Safety, Security and Maintenance Guide that will be given to you on your initial collection of the Bike from Mauricio Cardona Jaramillo.

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

Start Date is the date when you took possession of your rental bike from an Mauricio Cardona Jaramillo storage or delivered to the tenant's home.

Term means: the period between the Start Date and the date that Mauricio Cardona Jaramillo re-takes possession of the Bike or the date this agreement is terminated (whichever is later), inclusive; or U-Lock means the bicycle lock provided to you Mauricio Cardona Jaramillo for the purposes of securing the Bike when leaving it unattended.

Unauthorised Use means any used other than an Authorised Use, as set out in clause 4 of this Part C Weekly Fees means the weekly rental fees payable by you to Mauricio Cardona Jaramillo.

14. 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:
 - a. legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them.
 - b. any constitutional provision, treaty or decree.
 - c. any judgment.
 - d. 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 Melbourne, Victoria 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.