

## LEAPBIKE TECHNOLOGIES PRIVATE LIMITED RENTAL AGREEMENT

*Effective Date: March 03, 2019*

THIS WEBSITE/MOBILE APPLICATION TERMS OF USE ("MEMBER AGREEMENT") IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS MEMBER AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS MEMBER AGREEMENT IS A LEGALLY BINDING DOCUMENT BETWEEN USER AND LEAPBIKE TECHNOLOGIES PRIVATE LIMITED (BOTH TERMS DEFINED BELOW). THIS MEMBER AGREEMENT WILL BE EFFECTIVE UPON YOUR ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM OR BY MEANS OF AN ELECTRONIC RECORD) AND WILL GOVERN THE RELATIONSHIP AND TRANSACTION BETWEEN USER AND LEAP FOR THE USE OF THE SERVICES OFFERED THROUGH WEBSITE (DEFINED BELOW).

PLEASE READ THIS AGREEMENT CAREFULLY.

In consideration of Your use of any of the LEAP Services (defined below) provided by LEAPBIKE TECHNOLOGIES PRIVATE LIMITED ("LEAP"), LEAP requires that You ("Rider," "You," or "Your") (acting for all of Rider's family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all terms and conditions in this LEAP Rental Agreement.

The services provided by LEAP include (1) LEAP mobile application and related website, (2) LEAP Electric Vehicles ("Vehicle" or "Vehicles"), and (4) all other related equipment, personnel, services, applications, websites, and information provided or made available by LEAP (collectively, the "LEAP Services").

You should CAREFULLY READ all terms and conditions before entering into this Agreement, here is a list of some of the terms that LEAP 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 DISCLAIMERS, AND ASSUMPTION-OF-RISK PROVISIONS.**
- The Vehicle must be locked at the conclusion of the ride. If the Vehicle is not locked, the trip will continue and You will continue to be charged. The max charge for a single trip is INR 1000 for 24 hours. For more details, please refer to Section 2.3 below.

- Upon conclusion of Your ride, the Vehicle must be parked at a designated parking spot defined as DROP-OFF points in the application, i.e. the Vehicle cannot be parked on private property or in a locked area or in any other non-public space.
- All applicable laws (including, without limitation, those applicable to traffic, pedestrians, parking, charging and electric Vehicles) must be obeyed, including any helmet laws in Your area.
- You must promptly report any damaged or malfunctioning Vehicles to LEAP via the LEAP mobile application (the "LEAP App") or via e-mail.

LEAP expressly agrees to let, and the Rider expressly agrees to take on, rental of the Vehicle 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 Indian Rupees.

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

**1.1 Rider is Sole User.** LEAP and the Rider are the only parties to this Agreement. The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Vehicle from the location, the Vehicle must be used only by You. You must not allow others to use a Vehicle that You have activated from the location.

**1.2 Rider is At Least 16 Years Old.** Rider represents and certifies that Rider is at least 16 years old.

**1.3 Rider is a Competent Vehicle Operator.** Rider represents and certifies that he/she is familiar with the operation of the Vehicle, and is reasonably competent and physically fit to ride the Vehicle. This information may be updated periodically. By choosing to ride a Vehicle, Rider 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 behaviour and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

**1.4 Vehicle is the Exclusive Property of LEAP.** Rider agrees that the Vehicle and any LEAP equipment attached thereto, at all times, remain the exclusive property of LEAP. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, or other LEAP equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or other LEAP equipment, for any advertising or other commercial purpose without the express written permission of LEAP.

**1.5 Vehicle Operating Hours and Vehicle Availability.** Rider agrees and acknowledges that the Vehicles are not available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed.

**1.6 Vehicle May be Used and/or Operated only in defined Operational Zones.** Rider agrees to only use, operate, and/or ride the Vehicle in defined operational zones accessible to the user in the application.

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

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

- LEAP recommends against operation of a Vehicle while carrying or holding a briefcase, bag, or other item that can alter balance or impair safe operation of the Vehicle. If You choose to use such an item, LEAP recommends that You ensure the item fits snugly to Your body and does not impede Your ability to operate the Vehicle safely.
- You must not place heavy objects on the foot rest of the Vehicle, such as heavy 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 while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely.
- You may only use locking mechanisms provided by LEAP. You may not add another lock to the Vehicle or lock a Vehicle to anything.
- The Vehicle must be parked at designated parking spot defined as DROP-OFF points in the application, in an upright position using the kickstand. The Vehicle cannot be parked on unauthorized private property, in a locked area, 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.
- The Vehicle must be parked in a space that is visible.

**1.9 Vehicle is Intended for Only Limited Types of Use.** Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider 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. Rider agrees that he/she will not use the Vehicle for hire or reward, nor use it in violation of any law, ordinance or regulation. You are solely responsible for the safety of a second person or child on a Vehicle in case you decide to carry a pillion rider.

**1.10 Weight and Cargo Limits.** You must not exceed the maximum weight limit for the Vehicle (150 kilograms).

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

**1.12 Reporting of Damage or Crashes.** Rider must report any accident, crash, damage, personal injury, or stolen or lost Vehicle to LEAP as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. **Rider 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.**

- **YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT**

**1.13 Rider Responsibility for Vehicle Use and Damage.** Rider agrees to return the Vehicle to LEAP in the same condition in which it was rented. Rider will not be responsible for normal wear and tear.

**1.14 Electric Vehicle.** The Vehicle is an electric Vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric Vehicle and all of the limitations and requirements associated therewith. Rider 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 Rider 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 Rider'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 Rider 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 Rider's rental of the Vehicle, including before reaching Rider's desired destination.

**1.15 Charging of Vehicle.** If the Vehicle runs out of charging power during a rental, Rider shall conclude the ride in compliance with all terms of this Agreement. Alternatively, in Rider's sole discretion, Rider may charge the Vehicle only by plugging a proper

manufacturer-approved charging cord into an outlet that may be lawfully used for such purpose. Rider agrees to follow all laws and rules pertaining to the charging of the Vehicle, including all state and local laws and all public and private rules and regulations pertaining to the area and to the property where Rider is charging the Vehicle. Rider agrees that he/she is responsible for all costs, charges, fees, expenses, penalties, and fines associated with the charging of the Vehicle, and that LEAP will not reimburse Rider for such.

**Consistent with Section 1.15, Rider 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 charging of the Vehicle. By choosing to charge a Vehicle, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that LEAP and all other associated Persons are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Vehicle itself, directly or indirectly related to the charging of the Vehicle.**

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

**2.1 Fees.** Rider may use the Vehicle on a pay per ride basis or as otherwise in accordance with the pricing described in the LEAP mobile application. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by LEAP. LEAP will charge the Rider (through credit, or debit card, or Paytm or through another agreed payment method) the amount of the fees as described in this Agreement.

**2.2 Promo Codes.** Promo codes (discounts) are one-time offers and can be redeemed only via the LEAP App. LEAP reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

**2.3 Maximum Rental Time and Charges.** Maximum rental time is 24 hours. Rider agrees that Rider will deactivate the Vehicle rental within 24 hours of renting a Vehicle. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely locking of the Vehicle. The maximum day charge is INR 1000 and is based on a calendar day. After return of the Vehicle, Rider will be charged the accumulated rental charges, or the maximum day charge, whichever is less. Vehicles not returned (locked and a ride concluded) within 48 hours will be considered lost or stolen, a police report may be filed and Rider will be liable to bear all the charges associated with legal proceedings of theft including the price of the vehicle and administrative fees. LEAP may also charge a service fee of INR 500 for rentals in excess of 24 hours where the Vehicle is not lost or stolen.

**2.4 Pick Up Fees.** If You are unable to return a Vehicle to a valid area (i.e. You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by LEAP staff, LEAP, at its sole discretion, may choose to charge You a pick-up fee up to INR 1000. If any Vehicle accessed under Your account is abandoned without notice, You will be responsible for all trip fees until the Vehicle is recovered and deactivated, plus a service charge (currently INR 1000) to recover the Vehicle. Fees are subject to change.

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

**3.1 Safety Check.** Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify customer service to alert LEAP of any problems.

**3.2 Lost or Stolen Vehicle.** A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 24 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked 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 moves more than thirty feet after a rental has ended and LEAP believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to LEAP in its reasonable, good faith determination that a Vehicle has been lost or stolen. LEAP and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to LEAP in its reasonable, good faith determination. If LEAP deems a Vehicle lost or stolen, LEAP shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by LEAP's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to LEAP immediately or as soon as possible.

**3.3 Helmets; Safety.** LEAP recommends that all Riders wear a standard approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. **LEAP does not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the LEAP Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear.** Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

**3.4 Vehicle Routes.** Rider agrees that LEAP does not provide or maintain places to ride Vehicles, and that LEAP does not guarantee that there will always be a safe place to ride

a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

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

**3.6 Limitations on Availability of LEAP Services.** LEAP makes every effort to provide LEAP Services 365 days per year, but does not guarantee that LEAP Services will be available at all times, as unforeseen events or other circumstances might prevent LEAP from providing the LEAP Services. Access to LEAP Services is also conditioned on the availability of Vehicles. LEAP does not represent or warrant the availability of any of LEAP Services or the availability of any Vehicle at any time. Rider agrees that LEAP may require Rider to return a Vehicle at any time.

#### **4. TERMINATION.**

**4.1 Termination by LEAP.** At any time and from time to time, and without Rider's consent, LEAP may unilaterally terminate Rider's right to use the LEAP Services, in LEAP's sole discretion and without any notice or cause. Rider may terminate Rider's use of the LEAP Services at any time; provided, however, that (i) the term of this Agreement continues in accordance with this Agreement, and (ii) Rider 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 Rider's right to use any of the LEAP Services, regardless of how the Agreement is terminated.

#### **5 Confidentiality & Privacy.**

**5.1 Confidentiality of Information; Privacy Policies.** You understand and agree that all personal information that is held by LEAP and pertains to Riders, including all names, addresses, phone numbers, email addresses, passwords, payment information, and other information will be kept by LEAP in accordance with its privacy policy located at <http://www.leapbike.com/privacy/>

**6. Notice.** LEAP may be contacted by emailing [info@leapbike.com](mailto:info@leapbike.com) or by mail at LEVEL 9, TOWER 2, WORLD TRADE CENTRE, KHARADI-411014

**7. 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.

**8. 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.

**9. Final Agreement; Modification by LEAP.** 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. At any time and from time to time, and without Rider's consent, LEAP may unilaterally amend, modify, or change this Agreement, in its sole discretion. By continuing to use any of the LEAP Services after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, LEAP will post a notification on the Website. The pricing set forth on the Website supersedes all pricing set forth in this Agreement.

**10. 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.

**11. 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 LEAP. Rider acknowledges that he/she (a) has read this Agreement; (b) understands the terms and consequences of this Agreement ; and (c) is fully aware of the legal and binding effect of this Agreement.

**12. DISCLAIMERS; ASSUMPTION OF RISK.**

**Rider is aware that Rider's use of any of the LEAP Services, Vehicles, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Rider 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;**
- **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 Rider, or third party.

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