

SFMTA Powered Scooter Share Program

City of San Francisco Municipal Transportation Authority JUMP Response to SFMTA Powered Scooter Share Program Permit Application August 21, 2019



Uber

SFMTA Powered Scooter Share Program Permit Application



The Powered Scooter Share Program Permit allows permitted Powered Scooter Share Operators to operate a Powered Scooter Share Program in the City and County of San Francisco. The SFMTA shall implement this Program consistent with the SFMTA's "Guiding Principles for Emerging Mobility Services and Technologies" and Transportation Code, Div. II, Section 916.

The SFMTA will review the completed applications, determine whether each applicant conforms to the SFMTA's requirements, and evaluate applications according to the scoring criteria described in this application. The SFMTA anticipates issuing a limited number of Powered Scooter Share Program permits in consideration of maintaining clarity and usability for customers, and ease of program administration.

Applicant Information

Please Print Clearly			
Business Name:	Social Bicycles LLC d/b/a JUMP	Business Phone:	415-273-9152
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Application Agreement

By signing this application, the applicant verifies on behalf of the Powered Scooter Share Operator that all the information provided is true and accurate; that if issued a permit, the applicant agrees to comply with the Permit Requirements in Appendix A, without change to its terms and conditions, and any other requirements of the Powered Scooter Share Program Permit as issued; and, further, that the applicant agrees that all submitted documents and materials, and their contents, are subject to public review, and that no documents or other materials provided to the SFMTA will be considered confidential or otherwise withheld from public disclosure if requested after the deadline for submitting applications has passed. Name of Applicant Social Bicycles LLC d/b/a. ILIMP

Name of Applicant	Social/Bicycles LLC d/b/a JUMP	
Authorized Signature	Jwa C. van du to	
Printed Name, Title and Date		st 19, 2019

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JUMP COVER LETTER

San Francisco Municipal Transportation Agency Interim Director of Transportation Attn: Tom Maguire 1 South Van Ness Avenue, 7th Floor San Francisco, CA, 94103

August 21, 2019

Dear Mr. Maguire and SFMTA Selection Committee,

It is with great pleasure that Social Bicycles LLC d/b/a JUMP submits our application for SFMTA's Powered Scooter Share Permit. After serving San Francisco — the city we call home — for the last 20 months with our dockless e-bike service, we look forward to the opportunity of launching scooters to further improve alternative transportation for San Francisco's residents.

It has been our privilege to serve San Francisco with our stationless e-bike system since early 2018. Throughout our time here, we have worked closely with the SFMTA to identify and solve operational challenges, and the SFMTA has commended our compliance with regulations. We have also learned from the city's unique characteristics and have optimized our operation to ensure expanded access — for example, expanding our service area on multiple occasions in response to community feedback to include the Presidio, the Bayshore Caltrain station to support first/last mile transit connectivity, and Polk street to encourage safer riding along that corridor's bike lane — while providing a reliable service within the parameters of the pilot program. Our system has seen incredible utilization, typically averaging 8 to 10 trips per bike per day. In this brief time we have become a true transportation option for tens of thousands of San Franciscians, with over 100,000 individuals trying the service. If awarded the scooter permit, we will apply the same level of operational excellence and regulatory compliance to our scooter service. Expanding our operation to include scooters will result in more diverse ridership, even more mode-shift from rideshare to shared micromobility, fewer VMT per trip required to deploy and maintain vehicles, and a micromobility service area that eventually encompasses the entire city.

JUMP's scooters are currently deployed in compliance with all local permit regulations in nearly 20 cities worldwide, having completed millions of trips. Our scooter operations in Austin, Dallas, and Miami received permission from regulators to expand our fleet and service area in recognition of JUMP's performance to-date. We have consistently been an early adopter of cutting-edge technology. In June, we launched our second-generation scooter which we will launch in San Francisco. Purposefully designed and constructed for shared use, our <u>second-generation scooter</u> features larger wheels, fully hidden cables and battery, a more durable frame, longer range, and more reliable bicycle-style brakes. We are also building JUMP's next-generation custom scooter, which will feature a swappable battery, more ergonomic handling, and wider floorboards. We look forward to demonstrating our next-generation custom scooter to the SFMTA once it is ready to launch.

In the pages that follow, the selection committee will find our proposal for a system that builds on our successes, partnerships, and lessons-learned from our e-bike operation as well as our experience operating scooters worldwide. As we build out our scooter service, we are committed to continuing our laser-focus on responsible parking and rider safety, launching an adaptive scooter pilot, developing sidewalk riding detection technology, and working closely with our community partners to increase membership in our Boost low-income plan. Notably, we have been an active San Francisco Bicycle Coalition business member, and are actively pursuing negotiated community partnerships that will support our local communities and create jobs to serve our safety programming and Boost enrollment.

As a San Francisco-based company, we are aligned with the City and want to ensure a safe, responsible, and affordable service for our neighbors across the City. We look forward to continuing our work with the SFMTA and expanding access to our service in our hometown.

Sincerely,

El Chu

Eddie Chen General Manager, JUMP Northern California

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A. Device Standards and Safety Assurances

A1) Proof of UL 2271 and 2272 battery certifications from the manufacturer.

Please see Appendix 1 for our proof of UL2271 and 2272 battery certifications.

A2) Test results from a qualified independent lab demonstrating that each model scooter put into service meets or exceeds California Vehicle Code §21223 requirements.

• Please see **Appendix 2** for test results from a qualified independent lab that demonstrate that the scooter we will operate in San Francisco meets all California Vehicle Code §21223 requirements, including those described in (A2a) through (A2d).

A3) Describe commitments applicant makes to ensure that devices are safe for operation, and what permittee commits to do if a safety issue with device(s) is discovered.

In order to ensure JUMP's scooters are safe for operation, JUMP commits to:

- Deploying a safe, tamper-resistant shared scooter with stable hardware, reliable brakes, lights and reflectors, and other safety features.
- Performing a quality check on each scooter as it exits the warehouse after each charge event, or when flagged by field technicians. In practice, this can be expected as frequently as twice a day to once a week, depending on how much ridership each scooter experiences.
- Additionally, flagging scooters for more comprehensive maintenance and cleaning every 100 miles travelled or every month, whichever comes first.
- Immediately addressing any maintenance needs in the field as soon as flagged by users, non-users, or the SFMTA.
- Have JUMP's in-house hardware and battery safety experts respond immediately to any hardware or battery safety issue or incident, and analyze root-cause concerns quickly.
- Utilize our lert.uber.com portal to receive, handle, and comply with law enforcement data and safety requests from the SFMTA.

Please see below for more detail on JUMP's commitments regarding safe scooter operations.

Scooter Safety Features

We commit to deploying a shared scooter in San Francisco with the following features:

- Reliable brakes. Our scooter features a familiar bicycle-style hand brake that stops both front and rear wheels.
- Adjustable top speed. JUMP's scooter has a maximum speed of 15 mph. Our backend software enables us to further limit the top speed of the scooter in small geofenced zones within the San Francisco service area as required. In addition, we will enable a feature that automatically reduces scooter speed to a walking speed when the scooter is taken into a no ride zone.
- Hardware for stability. JUMP's scooter has a larger frame than earlier models. Our scooter is equipped with front spring shock absorbers and large 10 inch solid tires to support stability, even when riding on rough or uneven surfaces.
- Tamper Resistant. JUMP's scooter is designed to limit the exposed wires which can be vandalized. We also use security screws, which require special tools to remove. JUMP's scooter also has fully hidden cables and battery, designed to limit theft and vandalism.
- Integrated Lock. JUMP's scooter features a bluetooth integrated lock when a user scans a JUMP scooter to start a rental, the attached lock will disengage to allow the user to remove the lock and begin riding. At the conclusion of the rental, the user is required to secure the lock cable around a bike rack to end the trip.
- Lights + Reflectors. JUMP's scooter has lights in the front and rear that stay on for the entire duration of each trip, as well as reflectors on both sides of the vehicle. As a precaution, we can program these lights to stay on for a period of time after each ride.

- Battery Display. For trip planning, JUMP's scooter displays the vehicle's current battery charge level.
- **On-Vehicle Information**. JUMP's scooter has the following information on the vehicle itself: QR code to enable quick unlocking; phone and web customer support information; rider education information; safety tips; and device ID.
- GPS. JUMP's scooter is equipped with active GPS-while the scooter is in use (i.e. unlocked), the updated GPS data is transmitted every thirty seconds. While the scooter is parked and not in use (i.e. locked), the GPS data is not updated until there is a change in status (e.g. if the scooter starts moving, if the battery changes, etc.). Looking ahead, Uber is investing heavily in technology which will greatly improve location accuracy in problematic urban canyons by using line of sight to satellites in combination with knowledge of building locations. We expect this technology to begin supporting JUMP's scooter as early as December 2019.
- **Digital Safeguards.** JUMP's scooter firmware has been customized with important safeguards against unauthorized software modifications, also known as jailbreaking. If someone were to remove or hack into the scooter's control module, the scooter would be rendered unusable.

Safety Maintenance

JUMP has been refining and iterating on its approach to maintenance, cleaning, and repair for shared vehicles for over five years. This approach focuses on: comprehensive training, real-time alert capabilities to staff, and established SOPs and protocols for proactive and reactive maintenance and safety checks. We have two main technician types on our team that focus on either field operations or warehouse operations:

- Field Technicians rebalance and deploy charged vehicles strategically across the service area ensuring appropriate vehicle distribution, and locate and evaluate scooters in need of repair to remove from service, if necessary.
- Maintenance Technicians are based at our local warehouse and focus on repairs, mechanical work, and vehicle adjustments. These technicians perform maintenance activities on each scooter that comes into our warehouse for service.

Vehicles that cannot easily or safely be repaired in the field are transferred to our warehouse. These scooters go through the following process:

- 1. Initial evaluation. Scooters are dropped off in a staging area and given an initial review to determine if they should progress to the next step, or be retired (i.e. vandalized beyond repair).
- 2. Multi-point check. The operations team performs a multi-point inspection to identify specific elements for repair and reviews any open maintenance records on the scooter.
- 3. Repair or retirement. Based on the point inspection, our maintenance technicians either perform repairs or, in rare cases, retire un-repairable scooters.
- 4. Quality check and cleaning. Before vehicles are redeployed into the field maintenance technicians clean the scooters and perform another multi-point quality inspection, including a test ride to confirm that they are ready for the next user. Our maintenance technicians check acceleration, brakes, bell, and lights, ensure the neck of the scooter is secure and the body is clean, and more. This quality check also takes place in the course of daily charging activities, so if a scooter visits the warehouse only to recharge its battery, it will also undergo the quality check prior to redeployment.
- 5. Deployment. Scooters that complete the maintenance process are deployed into the field.

Monthly Safety Checks

JUMP's maintenance technicians also perform a comprehensive, multi-point safety check every month or 100 miles, whichever occurs first, on each scooter. This is separate from our standard warehouse quality check described above. This safety check is automatically triggered by our fleet management system. Please refer to **Appendix 3** for JUMP's standard minimum monthly safety check protocol.

Resolving Complaints & Safety Issues

At JUMP, the safety of our riders is paramount. To ensure our fleet's safety and prevent any potential hardware

safety concerns from manifesting, we commit to a rigorous identification, validation, and testing process for all our dockless vehicles before introducing them into the field. We also conduct strict ongoing maintenance and safety monitoring of our fleet when deployed, as described above.

- Identification. Issues can be discovered by our field technicians directly, or reported by JUMP customers or non-users through various support channels (by phone and webform). Issues are also identified through data analysis of maintenance records by our teams who attempt to identify trends hidden in the records.
- **Routing.** An externally reported issue generates a maintenance notification which is routed to local dispatch. The potentially problematic vehicle immediately appears on the operations map with a special icon which triggers a technician to visit the vehicle. The flagged vehicle is automatically removed from the public facing app and made not rentable.
- Resolution or Next Steps. Upon arrival, the technician inspects and resolves the issue, or otherwise returns the scooter to the warehouse for evaluation.
- Evaluation. Trained warehouse mechanics will investigate the issue in greater depth. If the issue is attributed to standard wear-and-tear or an isolated incident, the scooter is repaired and re-deployed according to the quality check standard. If a new trend is identified, mechanics will inform the Operations Manager who will work with our Quality team experts to determine whether a root cause analysis is needed.
- Follow-up. If needed, our customer service team will be notified to follow up with the last user.
- Root Cause Analysis. A comprehensive analysis may have many outcomes, including working with the hardware and engineering teams to design an improved component or sourcing a more reliable part from a new vendor. This process includes reviewing past maintenance records to identify patterns and failure rates to determine if they are in-line with the norm, or if they constitute outliers.

Quality, Reliability, and Safety Experts: In addition to immediately addressing any maintenance needs in the field, JUMP has a team of Quality, Reliability, and Safety experts constantly monitoring the data sources around our fleet (e.g., user reports, repair and maintenance data, external industry information, in-field employee feedback, etc.) for any quality and safety issues. Our teams have the engineering and safety expertise to identify trends or concerns around our hardware early and initiate corrective actions before it creates a safety issue. Our hardware and battery experts personally inspect scooters that have shown concerning behavior and can analyze root-cause concerns quickly. In the case of a safety issue, the team has processes in place to perform any needed maintenance and/or repairs across the fleet to ensure its safety. We are particularly fortunate to have this hardware and battery safety expertise in-house, located here in San Francisco. Due to their local presence, they can respond to any potential incidents expeditiously. Please see a link to a <u>battery engineering presentation (https://tinyurl.com/batterysafetyuber</u>) by one of our Battery Team experts that covers battery safety testing and design in more detail, and demonstrates our commitment to safety.

Law Enforcement Response Team (LERT): Uber has a dedicated Law Enforcement Response Team (LERT) to handle data and safety requests from SFMTA. In addition to the existing approach for receiving and complying with law enforcement data requests, JUMP commits to appointing a Law Enforcement Liaison Officer for San Francisco who will provide education and outreach services. JUMP will utilize the lert.uber.com portal to receive, handle, and comply with law enforcement data and safety requests form the SFMTA.

B. Sample Scooters

B1) Two samples of the scooter to be used under this program for inspection by the SFMTA to verify scooters adhere to the device specifications outlined in this application. The samples shall be delivered on Friday, August 23rd. The SFMTA will contact applicants to assign a 30 minute timeslot for delivery and to provide further delivery instructions after their application is submitted. Note: any time a new scooter version is introduced into the fleet, this requirement will need to be met. The SFMTA will return vehicles to the applicant following inspection. Sample scooters must comply with all device requirements in Appendix A.

JUMP will provide the SFMTA with two sample versions of the scooter model we intend to operate at launch in San Francisco. If we introduce a new scooter version into the JUMP's San Francisco fleet, we will provide additional samples to the SFMTA.

Since our founding, we have consistently been an early adopter of cutting-edge technology including custom-designed smart bikes with GPS and cellular connectivity and integrated bike lock design that enables lock-to. For example:

- We launched a new e-bike design with swappable batteries in 2019. This enabled much more efficient recharging operations as we are now able to switch out low-charge batteries with charged batteries where the e-bike is parked, instead of driving e-bikes to a warehouse for recharging.
- We are currently building JUMP's next-generation custom scooter, with features that will improve the rider experience (e.g., improved stability and suspension) and also improve operational efficiency (e.g., swappable battery). Please refer to **Section F** responses for more detail.
- We are leveraging Uber's Advanced Technology Group and its expertise in artificial intelligence, self-driving vehicles and robotics to make long-term investments in areas that matter for cities and users. One example is our sidewalk detection feature for JUMP scooters, to automatically detect and prevent riders from riding on sidewalks (please refer to **Section Elf** for more details).

JUMP will comply with all device requirements as indicated in SFMTA's Appendix A.

C. Pricing Structure

C1) Low-income user plan that waives any applicable scooter deposit and offers a minimum 50% discount off rental fees or unlimited trips under 30 minutes, and a cash option, to any user with an income level at or below 200% of the federal poverty guidelines, including details on the enrollment process.

JUMP's low income plan, called Boost, is currently available in San Francisco for our e-bike system for all qualified applicants. We commit to extending Boost to scooters as well - details regarding our Boost plan is as follows:

Pricing	\$5 for the first twelve months, and \$5/month thereafter. No deposit required.
Duration	60 minutes per day of total ride time*. Additional ride time is 7¢ per minute.
Eligibility	 Individuals who have an income level at or below 200% of the federal poverty guidelines & receive public benefits
	 Currently we look to the following programs: Calfresh, SFMTA (Low Income) Lifeline Pass, and PG&E CARE utility discount, & Residents of HOPE SF
	• We are also always open to discussing additional programs for eligibility.
Payment Options	As described further in Section C5 , we offer a cash payment option to users. Users can sup- ply their account with Uber Cash which may be used for JUMP rides by purchasing Uber gift cards from over 70,000 stores nationwide.
Enrollment Process	• To enroll in the program, users will need to login with their account at <u>help.uber.com</u> with doc- umentation demonstrating their income-based eligibility (e.g. a copy of their participation in the city's Reduced Fare program). If a user does not have an account, they may reach out to JUMP support at jump.com/support/. A full list of eligible documentation is available on JUMP's dedicated webpage for San Francisco.
	 Upon confirmation of support documentation, a JUMP support team member reaches out to the user via email with next steps to activate their Boost membership.

* While our Boost plan differs slightly from the outlined unlimited 30-minute trips, our 60 daily minutes alternative has been accepted by the SFMTA for JUMP's stationless bike permit, and we believe this structure provides users with additional flexibility to take longer uninterrupted trips when needed. While we may change the pricing structure of Boost from current levels, we commit to ensuring that the pricing structure will remain at or below 50% of rental fees, deposits waived. If the SFMTA does not accept our proposal, we are happy to discuss accommodating the parameters as outlined.

C2) Any other discounted customer plans, along with corresponding participant qualification requirements.

We are actively exploring subscription membership models along with a discounted student plan. We commit to introducing discounted pricing for the following categories once we are permitted to operate at the scale of 2,500 scooters: (a) our standard subscription plan, different than our current standard plan; (b) our forthcoming student pricing discount; and (c) our forthcoming SFUSD teacher's discount (potentially through the teacher's union).

C3) Strategy for achieving the goal of one low-income plan member for every five scooters authorized.

JUMP agrees to meet SFMTA's low income ridership goals through Boost membership. In our e-bike program, we have exceeded one low-income plan member for every 5 authorized bikes in the system, and will continue to promote the Boost Plan for scooters through the following strategies:

• Local Organization Partnerships. Partner with local organizations that work with historically marginalized populations as indicated in Section H. With our partners we host community events where we teach folks how to use the JUMP/Uber app and how to ride the vehicles safely, we provide written materials about the Boost Plan and sign-up new members on the spot. For example, for our e-bike program, JUMP has partnered with YMCA's Urban Services in San Francisco on a robust outreach plan at each public housing site in District 10 and we plan to scale these efforts city-wide with District 5 as the next focus area. We will include scooters as part of this programming if awarded a permit.

- **Public Enrollment.** JUMP's forthcoming community center The Electric Hub will serve as a Boost education and enrollment center. In addition, we will continue enrolling and promoting the Boost plan at public events including Sunday Streets, Bike to Work Day, street fairs, and community meetings.
- Affordable Housing. Coordinate with management of affordable housing units to inform tenants about the Boost plan and facilitate sign-up on-site. Past examples include Community Housing Partnership (CHP), where we held multiple on-site workshops to engage residents, providing Boost Plan brochures, sign-up, and educational information access.
- **Community Benefits Package**. JUMP is working to finalize a Community Benefits Package in collaboration with several Mission District organizations to create local programming that prioritizes equity and promotes access to the Boost plan. Our goal is to continue developing Community Benefits Packages in additional Supervisorial Districts, where the packages will be tailored to meet the needs and goals of the District.
- Inclusive Marketing Materials. We will work to ensure that our Boost marketing plan is representative of the broader San Francisco community. We will engage with groups that provide services to low-income populations to facilitate marketing and outreach to their members; and specifically work on an outreach plan with Calfresh, SFMTA (Low Income) Lifeline Pass, PG&E CARE, and other low-income organizations we find beneficial. Further, the written content describing and marketing our Boost Plan will be available in English, Spanish, and Mandarin, including other languages where required. The JUMP and Uber apps are available in dozens of languages including Spanish, Mandarin, Vietnamese, Korean, Arabic, Russian, French, and much more. Our website is available in English, Spanish, Mandarin, French, Polish and Czech. More languages can be added if required.
- Social Media Marketing. While we believe the above strategies will be successful in meeting and exceeding the goals, if additional methods are required we can advertise the Boost plan on social media, including direct San Francisco-specific promotion on JUMP's Twitter handle (@JUMPbyUber)..

We are especially excited about partnership opportunities with the Mayor's Office of Neighborhood Services, working more closely with our affordable housing partners, and building out a broader Boost marketing campaign.

C4) Proposed rates, including any membership plans.

In San Francisco, JUMP scooters will be free to unlock and 33¢ per minute of riding thereafter. Our Boost Plan pricing is described in **Section C1**. Based on factors such as operating costs and user behavior, we will consider adjusting our rates, and will provide appropriate notice to our customers and the SFMTA.

C5) Cash payment options.

Cash payment is available for JUMP scooter rentals. Users can supply their account with UberCash by purchasing Uber gift cards from over 70,000 stores nationwide, including many Walgreens in San Francisco. Users then add the gift card balance to their account, and can take JUMP scooter trips using that balance. Locations where JUMP users may purchase Uber gift cards are listed at the following url: https://www.uber.com/us/en/gift-cards/store-finder/.

C6) Plan for offering service to users without a smart phone.

Users without a smartphone can still ride with JUMP. Users can create a JUMP account on a desktop and can access scooters with their account number, phone number, or PIN that has been synced to their account. Once a user has created an account, they will need to call into JUMP support at +1 (844) 505 9155 to locate and unlock a vehicle for use. Users must call JUMP to end their trip.

C7) Variable rates (or other incentives) based on trip duration to prioritize short term trips, maximize fleet availability, and discourage an overconcentration of scooters in the downtown core.

Prioritizing Short Trips. JUMP's Standard Plan pricing is intended to align with the trip patterns of our target demographic: commuters and people running errands. Our pricing is designed to encourage short trips instead of long duration/distance trips. Indeed, on average, JUMP scooter trips are approximately 10 to 20 minutes long. Extended recreational trips are also discouraged through the per minute charge which is also incurred while the scooter is "On Hold".

Maximizing Fleet Availability. To help support scooter availability, we also charge Out of Service Area (OOSA) and No Park Zone (NPZ) fees. These are designed to discourage riders from leaving our vehicles outside the service zone and in areas that impede non-vehicular movement, which prevents other riders from accessing the scooters and limits fleet availability.

Discouraging Overconcentration. JUMP will offer in-app monetary incentives including free rides and Uber Cash that encourage riders to begin and end rides at specific "hubs" to help discourage overconcentration of scooters in the downtown core. Please see **Section D6** for more detail on JUMP's use of incentives in San Francisco to discourage overconcentration.

C8) Billing and customer service business rules for lost scooters.

Users can always report lost scooters through the JUMP and Uber apps or by contacting Customer Support by phone or through JUMP's website. Our Customer Support team is ready to support anyone who has reason to believe that the scooter they reserved has been lost or stolen. When a vehicle has been identified as stolen, we attempt to locate and collect the vehicle. If the vehicle cannot be recovered, we will mark the vehicle as permanently lost and remove it from the public facing app. If the vehicle is recovered, we will undergo a thorough maintenance check and/or repair before making it available to the public again. We reserve the right to charge users for lost or stolen scooters if necessary, and provide this information to users in the terms of service.

C9) Plan for offering incentives for trips starting or ending along key transit lines or at transit hubs, including the plan to advertise any incentives to users.

JUMP will create specific incentivized "hubs" to encourage scooter pickup/dropoff at high-use transit stations by rewarding users who take these trips with free rides and Uber Cash. Our operations team will ensure a reliable supply of charged scooters is available at these key locations, particularly at peak hours, to encourage scooter use for first mile/last mile trips. We will advertise the availability of these incentives to users in-app by creating visual indicators on the map at key transit hubs and/or along high-use transit lines, similar to our e-bike operation in San Francisco. To start, we recommend creating such hubs at all three Caltrain stations at 4th St and King St, 22nd St, and Bayshore stations to encourage commuter access. We would like to pilot these first and assess outcomes to inform whether and how to potentially expand this program to BART stations. We plan to either provide UberCash rewards for trips that start/end at these locations, which can be redeemed to pay for future rides, or provide a discounted fee on the ride, or another incentive. To further promote the option, we will reach out to Caltrain to address opportunities for promotion to their ridership, and incorporate the messaging into our standard marketing channels including email updates to our ridership base.

JUMP is committed to building partnerships with San Francisco's local and regional transit agencies. Our in-house transit team commits to launching San Francisco transit journey planning in Uber's app by the end of 2019. In Denver, a feature that gives users the option to buy transit tickets within the Uber app has demonstrated average weekly growth of 42% during its rollout period. We have also added in-app journey planning in Boston, Sydney and London.

C10) Plan for promoting the low-income user plan. Applicants that demonstrate a strong commitment to expanding affordable access (by promoting low-income plans in-app, for example) will receive higher marks in the application review.

JUMP commits to promoting Boost in the Uber and JUMP apps by showing first-time users in San Francisco a screen with eligibility and pricing information for the Boost plan. In addition, we will continue and expand our ongoing initiatives to promote Boost through partnerships with local organizations, coordinating sign-up initiatives with affordable housing groups and at the Electric Hub, and developing local programming that highlights our Boost plan. For more information on our plan, please refer to **Section C3**.

D. Operations Plan

D1) Hours of operation;

JUMP will provide scooter service on a twenty-four hour, seven day per week basis.

D2) Storage of scooters during non-operational hours;

JUMP scooter service would generally only be non-operational due to extreme weather, a security threat where users may be unsafe, and/or when required by SFMTA. If our scooters are non-operational for a period of time that exceeds reasonably remaining on-street, we will store them at our warehouse.

D3) Proposal for serving Key Neighborhoods, as defined in the Distribution Guidelines and Requirements;

Serving Key Neighborhoods (see list of neighborhoods in Section D5) is a priority for JUMP's scooter share operation in San Francisco. As described in Section D5, JUMP plans to service 36.5 square miles in Key Neighborhoods with at least 373 scooters. We will maintain at least 75% coverage in Key Neighborhoods for 75% of the time between 6am and 10pm.

D4) Service to neighborhoods without existing powered scooter share service;

JUMP will provide service to all areas encompassing the Downtown Core and Key Neighborhoods as required by SFMTA's Distribution Guidelines and Requirements. This includes adding service in our Phase I to areas in Bayview and Hunter's Point which currently remain unserved, to parts of Bernal Heights and Portola, and more extensively in Visitacion Valley, Excelsior, and into Ingleside to SFSU. In addition, JUMP will service Sunset and Richmond in later phases of our scooter operation.

D5) Methods for deploying and redistributing scooters consistent with the accompanying Distribution Guidelines and Requirements;

JUMP's Three-Phase Scooter Deployment Plan:

1. Fleet Size & Service Area. JUMP's proposed fleet deployment sizes and service distribution areas are consistent with the Distribution Guidelines and Requirements. JUMP has developed a phased launch plan based on our experience operating e-bikes in San Francisco, incorporating urban planning analysis on residential and employment density throughout the service area, and the SFMTA's guidance for a total fleet size per permittee of between 1,000 and 2,500 scooters. We propose to deploy approximately 1,000 scooters at launch in the Downtown Core and Key Neighborhoods as defined by the SFMTA in Phase 1, and an expanded Phase 2 and 3 system of 2,500 total scooters with the addition of the Sunset and Richmond districts in later phases of our operation. We would welcome a discussion of these recommendations with the SFMTA both prior to and during the permit period. In the Downtown Core, we will maintain no more than 40% of our permitted fleet cap. In Key Neighborhoods, Sunset, and Richmond, we will maintain at least 75% coverage for at least 75% of the time between 6am and 10pm.

- Phase 1 At Permit Issuance: JUMP will deploy approximately 1,000 scooters in Downtown Core and Key Neighborhoods.
- Phase 2 February 2020: JUMP will add approximately 750 scooters to the total system area and begin deploying in the Sunset District.
- Phase 3 April 2020: JUMP will add approximately 750 scooters to the total system area and begin deploying in the Richmond District.

Please refer to the map below for a visual overview of JUMP's planned service area by phase.



2. Minimum Number of Scooters. Per the Distribution Guidelines and Requirements, we will maintain a minimum of the following number of scooters in San Francisco unless otherwise discussed with the City:

Minimum Thresholds			
Downtown Core	Minimum # of Scooters	Area (sq mi)	Phase
Downtown Core	*No more than 40% of permitted fleet cap	13.9	1
Key Neighborhoods			
Mission	67	6.55	1
SE Neighborhoods (Bayview, Hunters Point, Vis. Valley)	156	15.3	1
Western Addition	32	3.12	1
SW Neighborhoods (SFSU, Ingleside, Excelsior)	118	11.5	1

JUMP's Scooter Redistribution Plan:

Redistribution Strategy	Overview	
Intentional Rebalancing	Field technicians monitor live tracking systems and usage data to help ensure that our fleet is equitably balanced, and is in compliance with local regulations. Throughout the day and over- night, our field technicians conduct the following actions to redistribute scooters:	
	• Our team monitors scooter location, battery charge and mechanical status throughout the day using JUMP's custom operations software and technology.	
	• We deploy field technicians to rebalance or collect idle scooters and scooters in over-con- centrated areas according to efficient routing principles, data analytics and the SFMTA's distribution standards. Scooters are either re-deployed in strategic and under-concentrat- ed areas as required by the SFMTA distribution standards, or collected and returned to the warehouse for maintenance and charging.	
	 Overnight field technicians prioritize deploying JUMP vehicles in designated distribution zones across the service area each day to ensure vehicles are adequately and equitably distributed for morning commute hours. 	
Incentives	In San Francisco, JUMP's e-bike program currently engages riders though incentive programs. We design specific, geofenced hubs (visible to users in the mobile app) where users can drop off bikes in exchange for Uber Cash, which can be redeemed for JUMP, Uber Rides, or Uber Eats. The app guides riders to relocate bikes to these more desirable hub locations. This program improves system reliability and vehicle availability in all areas by consolidating vehicles in the specific places they are needed.	
	We make an effort to ensure that these geofenced areas are co-located with bike racks to en- sure proper parking. These geofenced areas are used to: • Incentivize users to redistribute bikes to under-supplied areas.	
	Incentivize users to move bikes from oversupplied areas to undersupplied areas.	
	 Incentivize users to park bikes in designated hubs. 	
	 Incentivize users to park low battery bikes at charging locations. 	
	Currently our incentive is a free trip plus \$3 of Uber Cash (subject to change) each time a rider completes an incentive ride. We commit to expanding these incentives to our scooter program to support vehicle redistribution in-line with SFMTA's Distribution Guidelines and Requirements.	
	These user incentives are currently available for JUMP vehicles in nearly 10 cities, including San Francisco and Sacramento.	

D6) Proposed methods for avoiding over-crowding of scooters in high-demand area(s)

JUMP will engage several strategies to identify and respond to consistent overcrowding of JUMP scooters at specific locations. Our approach to solving such problems will inevitably be tailored to the particular location and degree of over concentration and will entail a combination of operational solutions, technology-driven strategies, and infrastructure solutions.

Redistribution Strategy	Overview
Intentional Rebalancing	As described in Section D5 above, JUMP staff will continuously monitor user demand, cur- rent fleet availability, and compliance with SFMTA's distribution standards to identify areas of overcrowding. Based on this information, JUMP's field technicians are directed to pick up and redeploy these scooters to undersupplied areas.

Incentives	JUMP will use in-app incentives - as described in Section D5 above - to encourage riders to ride scooters away from commonly overcrowded locations to undersupplied areas.
	Specifically, we will create more geofenced incentive hubs in under-supplied areas (e.g. cre- ate yellow arrows in the app to direct riders), while simultaneously incentivizing riders to take scooters away from the currently overcrowded location (i.e. give some scooters a yellow gift icon). As described above in Section D5 , we will incentivize these trips by offering a free trip (at minimum) plus \$3 of Uber Cash (subject to change) each time a rider completes an incentiv- ized ride on a scooter. The amount of Uber Cash awarded is variable and may be based on the distance from the nearest drop off location.
	For short-term needs, such as an event like Outside Lands, we set up incentive hubs that re- ward riders for ending their trip at a specific location — ideally chosen in collaboration with event producers to control for crowd patterns. Looking ahead, we would welcome the opportu- nity to collaborate with SFMTA early in the planning process to determine how scooter incen- tive hubs can be used to help address expected usage patterns and transportation needs. For example, we are already discussing how our bike incentives may support the major transpor- tation challenges and crowd dynamics created by the Golden State Warriors games at the new Chase Center.
Increasing Bike Rack Capacity Citywide	Expanding public bike parking outside high-demand areas may encourage more users to park scooters outside overcrowded areas. JUMP is committed to supporting the expansion of public bike parking in San Francisco to help reduce overcrowding in high-demand areas and improve both bike and scooter parking availability citywide. Our in-house Urban Planning team is eager to work more closely with the SFMTA: along corridors of high JUMP use, we've scouted multiple locations in compliance with SFMTA bike rack siting guidelines. JUMP has been actively working with community groups (including The East Cut, Yerba Buena Community Benefit District, Hayes Valley Neighborhood Association, Economic Development on Third) and local property owners to understand demand for and interest in additional public bike parking in their communities. By conducting this outreach and site scoping our intention is to support the SFMTA in their installation of additional bike racks outside high-use areas.
	Once installed, we can create more incentivized parking hubs (as described above) in JUMP service areas outside high-demand areas to discourage overconcentration and encourage riders to appropriately park their scooter at a rack in compliance with local regulations.

D7) Adaptive Scooter Pilot Plan (Note: this will not count towards Section D page limit)

Uber and JUMP's Approach to Accessibility

We are committed to making accessibility a meaningful part of the entire Uber platform, including developing solutions that support everyone's ability to easily move around their communities. The Uber app is monitored and tested regularly by internal resources and by AudioEye, Inc., a 3rd-Party provider of accessibility testing and monitoring. The AudioEye certification process involves automatic and manual testing with the goal of meeting Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Standards. You can <u>read more here</u> about the accessibility certification of the Uber app.

In addition, Uber is working with MV Transportation—both the largest privately-owned transportation company in North America and the largest private provider of paratransit services—<u>to expand access to wheelchair-accessible</u> <u>vehicles</u> (WAVs) in a number of major North American markets, with average wait times of 15 minutes or less. We are also working with MV Transit to expand WAV access in San Francisco and Los Angeles, and will soon have this improved reliability in markets representing half of Uber's entire trip volume in the US and Canada, with continued plans to expand our work with MV Transportation to more cities in the long term. You can <u>read more here</u> about Uber's accessibility work.

But we recognize that not everyone is well-served by WAVs, and we want to do more, particularly when it comes to riders with disabilities who want to use JUMP. We are committed to conducting research and learning more about how to make JUMP accessible to even more people.

With that in mind, we plan to launch a pilot adaptive scooter program in San Francisco with the goal of such programs to both give an accessible option to people with disabilities while also helping us gather data and research the most effective long-term solutions to serve this population. Our approach to accessible micromobility options includes short-, mid- and long-term plans:

- Short term: work with the SFMTA and community organizations with experience with accessible micromobility to establish a central library of accessible micromobility vehicles (see below for detailed plan).
- Mid term: conduct research to gain insights from the library program and also from key stakeholders; evaluate library program
- Long term: implement research-based accessible micromobility program that supports true point-to-point transportation solutions, beginning with an adaptive vehicle library that grows over time

These programs will initially consist of a library located in San Francisco with accessible scooters available to users with disabilities. We welcome the opportunity to work with the SFMTA and third parties with experience with accessible scooters in order to appropriately fund and operate such programs in the long-term.

That said, we recognize that these programs are just an initial step in a much longer journey. Current accessible micromobility technology largely serves a recreational purpose, and we want to find the right technology that can help riders with disabilities use our products at scale as a point-to-point transportation solution. The research we will conduct in tandem with these pilot programs will help us understand how to create the best accessible micromobility experience for people with disabilities.

We also recognize that our impact goes beyond the potential users of our products. Our scooter product in San Francisco features integrated locking technology that prioritizes non-riders, including people with disabilities, by preventing vehicle obstructions in the right of way. We list both on our website and in-app that users must lock scooters to bike racks, park in designated parking areas, and are prohibited from blocking sidewalks, accessibility ramps, or crowded areas, and if a rider parks in an area that blocks walkways or accessibility ramps, they may lose access to JUMP.

JUMP's engagement-first plan for adaptive vehicles

We understand that no singular adaptive scooter product presently on the market will meet the diverse fitting requirements of San Francisco's disability community. In order to build a better understanding of potential user needs, JUMP intends to solicit direct feedback from the disability community by hosting a wide variety of events, one-onone engagements, and user testing to ensure our adaptive scooter pilot is shaped from the ground-up by the most diverse set of perspectives possible. For example, Uber/JUMP has conducted outreach directly and through the <u>Micromobility Coalition</u> to the following groups, among others: the American Association of People with Disabilities (AAPD), American Council of the Blind (ACB), American Foundation for the Blind (AFB), The Arc, Association of University Centers on Disabilities (AUCD), Christopher & Dana Reeve Foundation, Disability Rights Education and Defense Fund (DREDF), National Federation of the Blind (NFB), and United Spinal Association. Through our work with the Micromobility Coalition, Uber/JUMP–along with other attendees including Lime–discussed the following issues with disability groups:

- Our commitment to improving rider education when it comes to parking in right of ways;
- Recognition of the shared goals of the disability community and cyclists—that clear infrastructure and robust pathways for people who need curb cuts and have other needs benefit cyclists, scooter users, and people with disabilities; and
- Our willingness to continue our conversations on the topic with disability advocates.

We will continue to perform outreach to the disability community, specifically on micromobility, adaptive vehicles, safety, and serving the needs of people with disabilities. Next steps – beginning after launch operations – include:

Step 1: Kickoff Events

JUMP's primary and most effective channel of communication with our users and the general public in San Francisco has always been at community events where we can interact directly with our audience. For the disability community, we will conduct outreach to San Francisco-based disability-specific advocacy organizations to orga-

nize "kickoff events" that introduce the contours of JUMP's strategy to pilot adaptive scooters within three months. During these events, we will highlight the opportunity to participate in one-on-one interviews with JUMP staff to help build our understanding of specific mobility needs (see below for more detail). We look forward to hosting our kickoff events in convenient, accessible locations to encourage participation.

Step 2: One-on-One, In-Person Meetings

As we introduce our plan to solicit feedback for an adaptive scooter pilot across San Francisco's diverse communities we will prioritize one-on-one interviews with people with disabilities. These individuals are best positioned to lend their experiences and help shape the adaptive scooter pilot as we work to expand the reach of equitable and comprehensive mobility. Through our one-on-one interviews, we hope to build an understanding of:

- Existing and preferred mode choice and commuting experience
- Preferred vehicle types (e.g., foot and/or e-powered tricycles, tandems, trailers, # of wheels, storage options, seating options, ride stability, etc.)
- Length and radius of average trips from point of origin
- Impact of seasonality on riding experience
- Preferences regarding a staffed service, making a reservation, storing mobility devices and service animals while riding, and payment options
- · Importance of proper fitting to vehicle

Step 3: Vehicle Selection & Testing

Based on interviews with San Francisco's disability community - and in partnership with disability-specific advocacy organizations and the SFMTA - we will select up to five vehicle types to test in San Francisco. We will work with these groups to identify a partner to source an initial selection of vehicles. For example, we could work with a regional bike shop such as CVC Recumbents, Alphabent, or Baytrail that provide trikes, recumbents, tandems, handcycles, and other bike frames to San Francisco's disability community. Our staff will test these vehicles in collaboration with the disability community to right-size our preliminary library of adaptive vehicles.

Step 4: Free Adaptive Demo Day

Upon finalizing our library of adaptive vehicle types for the San Francisco JUMP system, we will organize, host, and publicize free adaptive vehicle demo days in partnership with the disability advocacy organizations we previously collaborated with, the SFMTA, and our rental partner. These events will introduce the adaptive pilot system and library of vehicle types to the public, allowing disabled individuals the opportunity to test a vehicle with the support of staff from JUMP and our rental partner and ask any questions. We will host two demo days, and ensure all findings are incorporated into our eventual adaptive vehicle launch.

Step 5: Prepare Library of Adaptive Vehicles

In order to begin integrating our library of adaptive vehicles into JUMP's existing e-bike and scooter fleet, we will identify and purchase a selection of adaptive vehicles from our library to include in this initial pilot. We will share the number and type(s) of vehicles we plan to pilot with the SFMTA.

Step 6: Launch Vehicles, Collected Feedback, & Analyze Data

Based on feedback collected and analyzed, JUMP will launch a library of adaptive vehicles. We intend to grow the selection of vehicles types offered over time based on user and community feedback, industry studies, and product development timelines. In addition to a vehicle library, we are also integrating custom features into our scooter designs to make the vehicle more accessible to more people.

D8) Staffing and operations plan sufficient for the scale of proposed operations to meet the Distribution Guidelines and Requirements, based on submittal under Sections F and G of the application;

JUMP's staffing and operations plan is designed to ensure that our San Francisco system is supported 24/7 through sufficient on-the-ground staffing and technological innovations, such as our fleet management tool. For more details regarding how we plan to staff and operate our scooter system to ensure we meet the Distribution Guidelines and Requirements, please refer to **Sections F and G**.



D9) Plan for proper scooter parking based on submittal under Section E of the application;

We have a multi-faceted approach to scooter parking, including, but not limited to, in-app user education and notification features, in-person engagement, an on-vehicle integrated locking device, and visual cues on the scooter itself that support proper scooter parking. For more details, please refer to **Section E**.

D10) Proposed fleet size at launch; and

JUMP proposes to deploy approximately 1,000 scooters at launch, based on our experience operating e-bikes in San Francisco, urban planning analysis of residential and employment density throughout the SFMTA's proposed service area, and the SFMTA's total fleet size per permittee of between 1,000 and 2,500 scooters. Please refer to **Section D5** for more details.

D11) Describe your commitments to modifying your operations in response to a major transit issue (e.g. Muni tunnel shutdown)?

JUMP is committed to ensuring access to sustainable transportation in San Francisco and if awarded a permit under this scooter program, we would welcome the opportunity to iterate on our Service Disruption Plan with the SFMTA, as described below. In the past, we have expanded our service area to incorporate the Bayshore Caltrain station upon request when we were informed it was undergoing system upgrades.

- 1. During a major, unplanned disruption. During a major, unplanned transit disruption, JUMP will first look to ensure the safety of its riders and impacted San Francisco residents. JUMP will actively monitor conditions on the ground and if the situation warrants, take additional action. This may include deploying additional scooter and e-bike service, while collaborating closely with the SFMTA to identify high-priority deployment locations. In addition, we will send communications regarding transit alternatives (including our vehicles), safe riding, and reminders that services may be suspended if conditions on-the-ground warrant. We will use a number of channels to communicate change in service, including but not limited to, emails and in-app messages.
- 2. During a major, planned disruption. Prior to a planned disruption, JUMP will engage with the SFMTA to explore the possibility of additional incentivized scooter and e-bike pickup/dropoff hubs to create reliable vehicle supply at key disrupted stations and/or along key disrupted transit lines, adjust deployment zones, temporarily increase fleet size and service area, and message users regarding the aforementioned actions.

E. Plan for Safe Scooter Riding & Parking

E1) Proposed approach to ensure user compliance with laws. Please note, the SFMTA takes compliance with laws and regulations—including those related to sidewalk riding and safe parking—seriously and, if a permit is granted, will require compliance with commitments made in the application.

In order to ensure user compliance with local laws and regulations, JUMP commits to:

Safety Messaging	• Onboarding: Requires each rider to read a safety tip primer prior to their first scooter ride in San Francisco regarding local regulations, helmet use, sidewalk riding, scooter use, and how to park.
	• Tips: Messaging safety tips to users through online, email, and in-person channels. These include standalone online safety pages, emailing local Uber and JUMP users with safety tips upon launching our scooter program, and offering in-person safety education and programming events.
	• SF-Specific Updates: Updating our in-app parking messaging (i.e., push notifications, pho- to-proofing, in-app prompts) to include language tailored to the SFMTA's regulations as they con- tinue to evolve, in addition on how to use our scooter's integrated locking mechanism.
Incentives	• Parking: Ensuring that incentivized scooter dropoff areas are co-located with areas with sufficient bike racks to encourage proper parking. If an area sees a high incidence of parking, we commit to proactively communicate parking locations to riders within our app with yellow arrows - these help direct riders to appropriately park their scooter at a rack in compliance with local regulations.
Rider Account- ability	• Penalties: Implementing a three-step escalation process for riders who exhibit non-compliant parking behaviour, culminating in financial penalties or account suspension for repeat offenders (see answer E1d for detail on each step).
	• Photo-Proofing: Requiring users to take and upload a photo of where and how they parked the scooter before they can end their trip. In the future, we will explore the use of incentives for photos demonstrating proper parking (i.e., Uber Cash).
Hardware	• Integrated Lock: Including a bluetooth integrated lock that allows our scooter to be secured to fixed objects as specified in SFMTA's Appendix 1.
	• Decals: Instructional decals on scooters that cover the main safety and compliance requirements such as wearing a helmet, not riding on sidewalks, and locking to infrastructure.
	• Helmets: Distributing free helmets at events across San Francisco, and offering discounted hel- met options, shipped directly to users.

E1a) Describe all education, incentives, training, scooter modifications, notification systems, infrastructure, etc. that you commit to implementing to ensure legal operation of scooters that ensures the safety of users and those around them.

Safety Messaging. Safety messaging is an integral part of both the JUMP and Uber apps. Each rider must read a multi-step safety tip primer before they are able to begin their first JUMP scooter ride in San Francisco. See **Section M** for in-app images of the safety primer. In addition, as described in more detail in **Appendix 4**, our scooters feature large decals which communicate safe riding tips.

Email & Online. When JUMP launches scooters in San Francisco, we will email existing local Uber and JUMP users about the availability of scooters as well as safety tips. These emails have the potential to be viewed by hundreds of thousands of residents and potential JUMP users within each city. Upon signing up, each rider also receives a dedicated safety email that includes applicable traffic laws, safe riding tips, and parking tips. In addition, The standalone Safety page on our website covers a range of safety tips, including how to park responsibly, at jump.com/safety.

In-Person. As described further in **Section H**, JUMP plans to offer safety education and related programming at the Electric Hub - our community and operations center currently planned to be located in the Fillmore district.

E1b) Describe commitments to conveying information about proper parking to users on the mobile application and/or on the scooters, including detailed educational tools and reminders.

JUMP takes appropriate scooter parking very seriously. We have a multi-faceted approach to scooter parking, in-

cluding, but not limited to, user education and notification features and visual cues on the scooter itself that ensure proper parking.

Tips for parking appropriately are compulsory for new and existing users to swipe through. Users can also always access these tips from the home screen of the JUMP and Uber mobile apps. In addition to communicating parking tips prior to each rental, JUMP's in-app experience features push notifications that warn riders against parking outside of the service area or inside a No Parking Zone, and requires users to take and submit a photo of the scooter after their trip to confirm proper parking.

We will update our in-app parking messaging to include language on how to use our integrated locking mechanism and where to lock our scooters (i.e., lock to bike rack and inside furniture zone). Please see Section M for in-app message screens.

E1c) Describe any incentive programs you will implement to encourage riders to properly park scooters at bike racks or to the specifications described in the SFMTA's Powered Scooter Parking Requirements and General Guidelines (Appendix 1), including review of photographic records of proper parking, and rewards programs for consistent good parking behavior.

JUMP currently uses incentive programs to engage users directly to encourage proper parking. We design specific, geofenced hubs (visible to users in the mobile app) where users can drop off bikes in exchange for Uber Cash. In San Francisco we will reward riders who bring scooters to specific geofenced areas that are visible in the mobile app, and will make an effort to ensure that these geofenced areas are co-located with bike racks to ensure proper parking.

Users are also required to take a photo of where they parked the scooter before they can end their trip. We are exploring the opportunity to provide incentives for photo evidence of proper parking. We would provide credits on occasion for photos demonstrating proper parking, or rewards based on thresholds (i.e., after a specified number of compliant end-trip photos).

Eld) Describe any fines or consequences for users who improperly park their scooters— including punitive measures like warnings or suspension of service—that you commit to issuing for patterns of bad parking behavior.

In San Francisco, should riders exhibit noncompliant parking behavior, we use the following three-step escalation process. Our field technicians report improper parking to our customer support team who reaches out with the following combination of education, warning, and penalty information to users who are out of compliance with the terms of our rental agreement:

- 1. First Report, Education: riders receive a reminder of parking guidelines, and a warning that additional reports can result in suspensions/fines.
- 2. Second Report, Warning: a more stern reminder of parking guidelines, and a warning that additional reports can result in suspensions/additional fines.
- 3. Third Report, Penalty: repeat offender riders receive a fine of up to \$25 and are subject to account suspension.

While there are a variety of methods to implement an escalation process for non-compliant users, in our experience we have observed that three tiers is sufficient. After two warnings, non-compliance is sharply reduced – therefore, this is our recommended escalation process. We welcome additional conversations with the SFMTA and our users to further tailor this escalation process as we continue to learn from our scooter operation in San Francisco.

Ele) Describe rider accountability measures you commit to implementing and how you commit to monitoring compliance with applicable laws and regulations, including any penalties and/or technology innovations that allow monitoring, and what commitments you make to address users who are noncompliant.

We currently monitor compliance with applicable laws and regulations through user and non-user reporting channels described in **Section E5**. If we receive any complaints regarding scooter parking, our team will identify the last known user and implement the escalation and accountability process described above.

Elf) Describe your safety complaint investigation and resolution process.

Once discovered by our field technicians or reported through JUMP's customer support or in-app reporting, safety complaints are routed to operations and local dispatch. The potentially problematic vehicle immediately appears

on the operations team's map with a special icon triggering the need for attention. Vehicles that have been flagged for repair are promptly removed from the public facing app and are not rentable. Our operations team is directed to resolve the issue, and if needed they will notify our customer service team to follow up with the most recent user. JUMP's approach to resolving complaints and safety issues in San Francisco is further described in **Section A3**.

Elg) Describe what additional measures you will phase in if your initial approach does not achieve desired levels of compliance.

We are pursuing additional in-app features that will support proper parking and rider engagement, including:

- Expanded User Reporting. JUMP will soon roll out an expanded in-app reporting feature that will be available in both JUMP and Uber apps. The expanded feature set will let individuals report improperly parked scooters directly to our local team and, we anticipate, will support our ongoing efforts to provide a reactive and responsible service in San Francisco. We expect this program to launch as early as December 2019.
- Sidewalk Detection & Unauthorized Parking. JUMP is actively developing a sidewalk detection feature, as well
 as a feature that will detect improper parking for our new scooter model. We anticipate these features will be
 available in select markets as soon as late 2019. We welcome the opportunity to partner with the SFMTA to pilot
 this cutting edge technology. Using vehicle sensor data from the scooter itself, we can assess road conditions
 from the scooter trip to determine when a user is riding on the sidewalk or whether the user parked the vehicle
 in an unauthorized area. When we detect that a user is riding on the sidewalk, we will implement a Sidewalk
 Response Plan (customized with the SFMTA), which may include a user warning system to ensure compliance.

E2) Describe the locking mechanism(s) you commit to deploying upon program launch that will allow scooters to be secured to fixed objects as specified in Appendix 1.

JUMP commits to deploying scooters at program launch that will allow scooters to be secured to fixed objects as specified in SFMTA's Appendix 1. Our scooter will feature a bluetooth integrated lock - when a user scans a JUMP scooter to start a rental, the attached lock will disengage to allow the user to remove the lock and begin riding. At the conclusion of the rental, the user is required to secure the lock cable around a bike rack to end the trip. Similar to our lock-to design that we pioneered for shared and dockless e-bikes, we are continuously iterating on our scooter product features to ensure the best and safest user experience possible. Over time, our locking mechanism will continue to evolve as we devote internal hardware and product team resources towards learning from user experiences on-the-ground in San Francisco.

E3) Describe your commitment(s) to ensure customers have a valid driver's license, and the notification process for registered users who do not have one.

If desired by the SFMTA, we will require users to submit proof of a valid driver's license in the app. Our driver's license check functions as follows: if a user fails to provide this information – or if the license does not pass Uber's validation process – we will prevent a rider from renting a vehicle. If registered users do not have a valid driver's license and attempt to rent a JUMP scooter in San Francisco, the system will prevent the user from renting a scooter. In addition, as indicated in JUMP's User Agreement, scooters may only be used by riders who are 18 and over. Riders must affirmatively accept this agreement prior to using JUMP scooters. If JUMP becomes aware of an underage user we send a message to the account holder that the most recent rider using the account was identified as being under 18, and the account is immediately suspended.

E4) Describe commitments to ensure that users wear a helmet while riding, including device innovations that make a helmet available as part of each rental.

We are committed to providing access to helmets for users who rent JUMP scooters in San Francisco. As part of our launch and operations plan we will include a helmet distribution and discount program to help JUMP scooter users easily and affordably use a helmet while riding.

JUMP believes in proven helmet distribution strategies that are implementable, familiar, and designed to scale from fleet launch to expansion and maturity. We are committed to finding an innovative solution for integrating helmet use into scooter rentals - we are currently researching and piloting different strategies in our other scooter markets. We will kickoff a similar study specific to San Francisco in partnership with the SFMTA, local bike organizations, local e-bike and scooter users, helmet manufacturers, and other advocates on the ground to gather diverse perspectives and recommend best practices in safe, reliable, and operationally feasible and realistic solutions that

ensure micromobility users wear a helmet while riding. The results of this study will directly inform our operations and product development.

In addition, we commit to making helmets available and encouraging use through the following channels:

- **Discounted Certified Helmets:** JUMP will make helmets easily accessible to users by offering discounted helmet options, shipped directly to users. The helmet program will be advertised in numerous locations to maximize user awareness, not limited to onboarding emails, safety campaign emails, in-app safety section, in in-app mandatory screens regarding helmet use prior to rentals, and via jump.com/safety. JUMP currently has two partnerships to provide discounted helmets: one \$25 discount with <u>Thousand</u> and a 50% discount with <u>Retrospec</u>. JUMP will also provide helmets at the Electric Hub. We will reserve a supply of free helmets for Boost Plan users who cannot purchase helmets on their own.
- Local Street Team & Free Helmet Giveaway: Upon launch and throughout the year, our team of local brand ambassadors will be present at high-traffic transportation hubs and local events in order to distribute safety tip flyers and free helmets. We have distributed nearly 10,000 helmets to date in other U.S. cities.

E5) Describe procedures for noncustomers to notify the company through phone, app, website, or email, if there is an improperly parked scooter, along with how the operator commits to responding, and commitments for logging these complaints in the shared complaints database as described in Appendix A #29.

JJUMP is committed to providing support to customers and noncustomers alike. Below are contact methods that noncustomers can use to reach out to our team with questions, comments, or reports about our fleet:

- Phone: +1 (833) 300-6106 JUMP's customer support phone number can be found on each scooter and on our website. This number allows both users and noncustomers to reach out to our company 24/7 and receive live contact about any issue they may have.
- App: We do not expect noncustomers to download our mobile app in order to contact us, however customers who are on-trip are able to contact customer support should they have any questions or concerns.
- Website: www.jump.com JUMP's website has phone contact information available to both noncustomers and customers. We commit to launching a webform (to be located at jump.com/support) where both noncustomers and customers may submit feedback to.

The above contact information is subject to change. Please refer to **Section A3** for more detail on JUMP's approach to resolving complaints and safety issues.

Shared Complaints Database

JUMP welcomes the opportunity to work with the SFMTA to provide input on a shared database for community feedback. There are a number of options to provide a secure, easily accessible, and robust communications channel format and we are committed to working with SFMTA staff to arrive at a mutually agreed upon solution.

E6) Describe procedures you commit to following for responding to an identified problem of consistent overconcentration of scooters at a specific location (e.g. where the number of scooters exceeds available parking). Include operational measures like scooter valet, or other incentive programs to re-locate such scooters to less crowded areas.

As further described in **Section D6**, JUMP commits to the intentional rebalancing, an incentive program, and increasing bike rack capacity to respond to over-concentration of scooters in specific locations.

E7) Describe how you commit to educate users on how to report a collision or other safety incident to you and appropriate authorities, including an option to report these issues at the end of every ride.

We commit to educating users on how to report safety incidents by highlighting the availability of phone, web, and in-app customer support channels upon signup, before a ride, after a ride, and through on-vehicle decals. JUMP users can report safety incidents through the JUMP and Uber apps from the time they reserve a scooter to the time they complete their trip. Users can also report issues after their trip has finished by clicking on "My Trips", selecting the appropriate trip, and then reporting the issue that they had on that trip by navigating to the section labelled "I was involved in a crash or incident". In this section, we instruct users to immediately notify police and paramedics if necessary.

F. Recharging, Maintenance, Cleaning, and Sustainability Plan

F1) Describe how scooters will be recharged.

JUMP's scooter at launch in San Francisco has approximately a 20-25 mile range, depending on riding conditions. Overnight, the majority of the fleet is picked up and charged at JUMP's warehouse. During the day, all scooters with low battery are picked up for charging at JUMP's warehouse. Please refer to **Section Fla** for additional details regarding our recharging practices.

We are currently building the next-generation custom JUMP scooter, which will include a swappable battery. This will allow for seamless, in-field battery swapping by field technicians - using the same batteries that are used on JUMP's e-bikes in San Francisco. Please refer to **Appendix 5** for more details on JUMP's next-generation custom scooter.

F1a) Describe how staff and/or independent contractors will know when a scooter needs to be recharged. Describe any information and training you will provide to staff and/or contractors concerning safe charging practices.

Fleet Management Tool. JUMP's proprietary fleet management tool allows us to locate vehicles that need to be recharged in real-time by supplying robust and detailed information to our field operations team. This team tracks the fleet 24/7 to ensure effective rebalancing, charging, and repairs of our fleet. When a JUMP vehicle's battery charge drops below a specific threshold, the vehicle is automatically removed from public view on the JUMP and Uber apps, and our operations team is notified. Our staff uses this tool to understand when our scooters need to be recharged.

Fleet Management App. In addition to JUMP's fleet management tool, we have also developed a proprietary pickup and drop-off app used by field technicians to enable more efficient repairing, charging, and rebalancing of scooters. Our fleet management app clearly indicates which scooters need to be recharged by staff.

Safe Charging Practices. Field and mechanic technicians are trained on specific proper battery handling (e.g. never place a battery on an unstable surface, always check connections for exposed wires, etc.). Technicians are also trained to examine battery chargers and battery housings for signs of defects. This training has been designed with close input from the Uber's Environmental Health and Safety team.

F1b) Describe how you will educate and train staff and/or independent contractors on how to safely and legally park when retrieving scooters for recharging, rebalancing, or maintenance.

Field technicians who drive motor vehicles as part of their assignment are trained on preferred parking locations, preventing the obstruction of traffic, best practices for parking, and proper use of safety equipment (e.g., vests, helmets, and traffic cones for loading/unloading). Field technicians who drive motor vehicles as part of their assignment also must meet Motor Vehicle Record (MVR) screening requirements before working with the JUMP team, and we train our team on best practices for loading/unloading equipment to help minimize safety risks and obstruction of traffic.

F1c) Describe your commitments to minimize potential negative impacts (e.g. congestion, double parking, excessive vehicle-miles traveled) associated with practices related to collecting, redistributing, and recharging scooters.

For our shared mobility programs, we have developed the following strategies to reduce our carbon footprint:

1. Minimizing Vehicle Use

- Reducing the need for vehicles. San Francisco is a compact environment, and this works in our favour. The walking and cycling time to cross the City is minimal and we will consider using this to deploy highly efficient operations. Namely, we will consider deploying non-vehicular resources wherever possible, including cargo bikes for battery replenishment once our new next-generation custom scooter is launched and individuals on foot to move scooters that are creating issues. In European cities such as Paris, Berlin, and Brussels, we are using cargo bikes to transport e-bike batteries to swap out in the field. None of our vehicles are recharged outside of the city limits.
- Charging hubs. JUMP is actively developing a scooter charging network in cities across the U.S. by partnering

with transit agencies, universities, and private property managers to install chargers in strategic locations. This supports our fleet availability, while limiting motor vehicle miles traveled (VMT) by our operations team for rebalancing, vehicle charging, and battery swapping.

- User incentives for rebalancing. JUMP is reducing the need for van-based rebalancing by creating incentivized pickup and parking hubs that reward users who ride scooters from oversupplied to undersupplied locations.
- Swappable batteries. Our forthcoming next-generation custom scooter will feature swappable batteries, reducing VMT due the reduced need to load, unload, and redeploy scooters for warehouse recharging.

2. Reducing Impact of Vehicular Operations

- **Reducing vehicle miles traveled (VMT).** The JUMP operations app suggests optimized paths for collecting and rebalancing our scooters, helping to reduce operational motor VMT for charging and rebalancing.
- Renewable energy. Our goal is 100% sustainable charging and rebalancing. Currently, at JUMP's operations warehouse near Bayview, we participate in the City's CleanPowerSF program with 50% of the electricity utilized to power the facilities and micromobility vehicles coming from clean energy, with plans to switch 100% by late August 2019. In Brussels, JUMP uses Electrabel (ENGIE) as our electricity provider, which generates clean energy from biomass power plants, solar panels, hydroelectric power plants and wind turbines. In addition, we are investigating the opportunity to use electric vehicles including electric vans, natural gas vans, cargo bikes, and trikes for field operations. This will support accelerating JUMP's transition to an electric fleet.

F1d) Describe how the applicant will document and report to the SFMTA on new nonrevenue vehicle miles traveled (VMT), and the number and length of trips generated by collecting, redistributing, and charging activities.

JUMP actively monitors our VMT. The field technician team is responsible for fueling our fleet of operations vehicle fleet. Each time they put fuel in our dedicated operations vehicles, they record the vehicles mileage. Each month, JUMP collects and monitors this information as we continue to seek greater operations efficiencies. We will provide this information to the SFMTA as requested.

F1i) When reporting non-revenue VMT and trips generated to support program operations, how does the applicant plan to provide the SFMTA with this data by vehicle type and/or average fuel efficiency? Refer to the Sustainability Guidelines and Requirements.

Our non-revenue VMT and trips generated data - as described above - can be broken down by vehicle type and average fuel efficiency when shared with the SFMTA.

F2) Provide a complete Life-Cycle Analysis (LCA) of your scooter model(s) to be deployed, or describe how you plan to conduct and share a life-cycle analysis with the SFMTA within 6 months of permit issuance. Your LCA should include the following:

F2a) Two distinct phases: i) Inventory Analysis, ii) Impact Assessment

F2b) Life expectancy of component parts, including but not limited to the following: i) Deck, ii) Wheels, iii) Motor, iv) Battery

We acknowledge the requirement to complete a Life Cycle Analysis (LCA), including an inventory analysis and impact assessment, and agree to comply within the six month period requirement. JUMP has established an internal work process for our LCA report, to be shared with SFMTA within six months of starting the scooter share permit. The LCA will be developed in close coordination with our scooter manufacturing partner. Please refer to **Appendix 6** for JUMP's internal work process for our LCA.

F3) Describe the applicant's approach to maintenance, cleaning, and repair of scooters, safety check protocols, and minimum standards for repair and cleaning. If applicant plans to use independent contractors for these services, include how you will train independent contractors to execute applicant's approach.

As described in further detail in **Section A3**, our approach to the maintenance, cleaning, and repair of scooter, in addition to minimum standards are below. We do not plan to use independent contractors for these services.

• Maintenance, Cleaning, & Repair: JUMP's field technicians locate and evaluate scooters in need of repair to inspect and remove from service, if necessary. If a vehicle cannot easily or safely be repaired in the field, it is



transferred to our warehouse for a multi-step evaluation, repair, cleaning, and safety check process.

- Safety Check Protocols: Warehouse technicians are trained to perform a multi-point safety check on each scooter as they are transferred to the warehouse for charging or due to an identified safety issue.. This check includes items such as checking acceleration, brake, bell, and light effectiveness, ensuring the neck of the scooter is secure and the body is clean, and further in-depth inspection which includes inspections of a scooters computer IoT device, instructional decals, grip tape, and more.
- Minimum Standards for Repair & Cleaning: At minimum JUMP's maintenance technicians perform a multipoint check and cleaning after every 100 miles travelled or every month, and is automatically triggered by our fleet management system. Please refer to Appendix 3 for JUMP's standard minimum safety check standards.

F4) Describe procedures for customers to notify the company that there is a safety or maintenance issue with a scooter, and procedures for removing that scooter from service until it is inspected.

Customers may notify JUMP if there are any safety or maintenance issues with a scooter by reporting issues in-app, over the phone, or online through an intake form. Please refer to **Section E5** for more details on reporting channels. Once discovered by our field technicians or reported through JUMP's customer support channels as described above, maintenance notifications are routed to operations and local dispatch. Vehicles that have been flagged for repair are promptly removed from the public facing app and are not rentable. Our operations team is directed to resolve the issue, and if needed they will notify our customer service team to follow up with the most recent user. JUMP's approach to resolving complaints and safety issues in San Francisco is further described in **Section A3**.

F5) Describe how you will comply with the City's Zero Waste and Producer Responsibility policies, including taking responsibility for the scooters throughout their life cycles by properly managing hazardous components including batteries, reducing the need for new scooters through repair, redistributing for reuse, and recycling or otherwise properly disposing of all component parts. Refer to the Sustainability Guidelines and Requirements.

Waste in our operations is fairly minimal-the modular design enables our mechanics to swap out all components as needed. Most parts that we cannot reuse are made of steel, aluminum or plastic which we recycle at appropriate recycling facilities. Our expanding presence allows us to be efficient with our supply network by transferring vehicles and parts for reuse rather than creating waste. In the U.S., JUMP has contracted with Veolia - a certified vendor - to handle all elements of JUMP recycling safely and in compliance with regulations. Veolia will be our U.S. partner for recycling all electronic, battery, metal, plastic, and rubber elements. Please refer to **Appendix 7** for more detail on JUMP's strategy regarding vehicle life expectancy, vehicle disposal practices, and innovations to extend vehicle durability, life expectancy, and durability.

F6) Describe your commitments to ensure scooters do not befoul the environment. This includes, but is not limited to, your commitments to respond to reports that scooters are found in the bay or another body of water.

Members of JUMP's dedicated in-house Security team provide security and safety training to JUMP's local operations staff to ensure our vehicles do not befoul San Francisco's environment and are safe for all to use.

To continuously improve our security practices, JUMP tracks all vehicles reported as lost or stolen. Similar to our e-bike operation in San Francisco, we proactively meet with local law enforcement to discuss appropriate response and mitigation measures for scooter misuse. We have also published Law Enforcement <u>Guidelines</u> to provide information about how we work with law enforcement. For example, Uber ensures that any disclosure of information is consistent with our internal policies and applicable law. Uber also works to provide information as soon as possible for emergency and exigent requests.

Upon receiving a report of a scooter in an area that requires complex asset recovery (such as a body of water), Uber's security team will contract a third-party vendor to recover the asset.

F7) What overall fleet size to Permitted Scooter ratio is needed to maintain a given number of Permitted Scooters? For example, 2 total scooters on hand for every 1 Permitted Scooter (2:1). "Permitted Scooters" are defined as scooters being rented or left on public property, whether they are available for hire, or whether they are unavailable due to needing recharging or other maintenance.

For our scooter operation in San Francisco, we plan to begin our program with 2:1 or 3:1 total scooters to permitted scooter ratio. If we experience higher utilization than expected, our on-the-ground team will have additional scooters on-hand in our local warehouse to deploy and increase the ratio.

G. Hiring and Labor Plan

G1) Describe the staffing plan, including hired staff and contractors, for operation and maintenance of your Powered Scooter Share program.

JUMP's staffing plan is designed to ensure that our San Francisco system is supported 24/7. Our local team is comprised of (a) JUMP employees and (b) employees from staffing agencies with whom we have ongoing contractual relationships (referred to as "staffing agency employees"). Together, we refer to all individuals that work with our local team as "JUMP team members".

In order to staff our operations, when necessary, we work with staffing agencies that act as our supplier partners. These agencies are able to rapidly recruit, screen, hire, and assign their employees to our local team. In the Bay Area, we currently work with two agencies both of which are DBE/WBE and one is veteran-owned. By building our local team in collaboration with these staffing agencies, all JUMP team members are classified as W-2 employees, and paid above the minimum wage, and offered employment benefits either by the staffing agency (for staffing agency employees) or by Uber (for JUMP employees).

In addition to the staffing agencies recruitment, JUMP is committed to advertising for and recruiting JUMP employees through multiple channels including online job sites (e.g. Indeed, Craigslist), job boards, local job fairs, our partnerships with local community organizations, and referrals from our local team.

The local team in San Francisco consists of the following roles:

- Eddie Chen (General Manager) Responsible for all operations within San Francisco; serves as main point of contact for all JUMP communications with the SFMTA, organizes and attends community events and meetings.
- Corey Pigott & Darrell Lee (Operations Managers) Execute operations strategy, responsible for managing all mechanics and field technicians, ensuring that vehicles are where they need to be at all times.
- Operations Coordinator*t Works closely with operations manager to coordinate scheduling, payroll, and hiring activities.
- Head Mechanic* Trains and manages maintenance technicians.
- Maintenance Technicians*t Work on vehicles maintenance and repair.
- Lead Field Technicians*t Track performance and plan routes for their field team.
- Field Technicians*t Retrieve, charge, and rebalance vehicles to help ensure reliable and equitable service across the city.

Please refer to Section H for an overview of JUMP's local marketing team.

* Typically employed through our staffing agency partners.

t The number of workers in these roles may increase as the fleet size and service area expand.

G2) Describe employment standards, whether independent contractors or full-time employees.

As described in further detail in **Section G6**, Uber and JUMP comply with applicable local, state, and federal employment laws, including with with respect to discrimination, working conditions, wages, and working hours.

a) If independent contractors will be used, describe the incentive structure you will implement for charging scooters and/or performing other operations duties.

JUMP does not currently engage independent contractors in the state of California. For the San Francisco Powered Scooter Share Program, we are not currently planning to use independent contractors in our operations.

G3) Describe how permittee's hiring plan will comply with state and local laws, and best practices regarding equal opportunity, local hiring, and fair wages.

The JUMP hiring team is a coalition of equal opportunity employers and we enthusiastically encourage people from a wide variety of backgrounds and experiences to work at and with JUMP. We do not discriminate on the basis of race, color, religion, sex (including pregnancy), gender, national origin, citizenship, age, mental or physical disability, veteran status, marital status, sexual orientation/gender identity or any other basis prohibited by law. JUMP

is determined to be in compliance with all laws and regulations - local and otherwise — including in the realms of recruiting, gender equality and employee compensation.

G4) Describe how permittee will be transparent with any contractors in regards to hourly rate and net of job related expenses.

The staffing agency employees who will work with JUMP on the San Francisco Powered Scooter Share Program will be notified about their pay rate by their employers in writing and have them sign off on it (the staffing agencies) before they start working with JUMP.

G5) Describe the skills and training procedures for staff and contractors.

JUMP team members receive several days of in-depth, experiential training, led by current operations workers in JUMP scooter markets, followed by up to two weeks of supervised shadowing where they work with an experienced local team member. This is followed by regular "refresher" courses as we adjust processes. The in-depth training covers the following:

- Scooter maintenance and in-field operations practices
- Safe battery handling and charging (refer to Section F1 for more details)
- Warehouse and in-field safety practices, including safe deployment practices, parking practices and identification practices of improperly parked vehicles
- Community engagement
- · Technology backend and technical troubleshooting of vehicle electrics

Technicians are trained in the above practices to ensure that their work aligns with JUMP's standard operating procedures as well as San Francisco's specific powered scooter share regulations. We conduct retraining sessions on an as-needed basis based on tracking daily operations, reports from the users and community partners, and feedback from the City.

G6) Provide a labor harmony plan including the means by which labor and labor harmony has been considered in your operations, specifically as it relates to consistent distribution, operations, and maintenance (including steps taken to avoid potential service disruptions), and information regarding employee work hours, working conditions, and wages.

JUMP is committed to providing a harmonious working environment for the JUMP operations team as it is the best way to ensure a consistent, reliable, well-maintained service for our riders, but just as important, because it is the right thing to do. We emphasize worker safety, extensive training, clear direction, and recognition of effort and hard work. By working toward these goals, we can retain workers and, in turn, our JUMP fleet will be maintained by an experienced and committed team. In San Francisco, we have taken a number of steps to ensure that our service and workers feel comfortable providing feedback while working in safe, harmonious, and appropriate conditions. In particular, labor and harmony are considered in the following operations functions:

Consistent Distribution. The model for JUMP's operations team — namely, a team of JUMP employees and staffing agency employees — is built around providing a consistent and reliable transportation option in San Francisco. Our ability to couple our fleet management technology with our operation team retention has allowed us to build a team that constantly tracks our fleet's distribution across our current San Francisco service area. If awarded, our local team will use our current technology to create real-time alerts in our fleet management tool for each of the SFMTA's minimum threshold areas. Having a consistent team of workers maintaining our fleet allows us to continue to iterate and build on our fleet distribution strategies and ensure not only a consistent distribution but also an ever improving distribution. Our operations team is trained to use our fleet management tool and is able to provide feedback to our senior operations managers and data science teams to continue to evolve our approach to distributing our fleet in ways that are consistent, reliable, and comply with the SFMTA's regulations.

Operations and Maintenance. Over the last two years, JUMP has built operations and maintenance team that has been trained on the nuances of our unique e-bike product. We are committed to retaining talent and are proud to have workers who have been maintaining JUMP bikes in San Francisco since 2017. Their understanding of our operations and SFMTA requirements is critical to our ability to provide a compliant and consistent scooter service to

the City.

Steps taken to avoid potential disruption. JUMP has taken steps to minimize the risk of potential disruption in our service. We are committed to providing a reliable service across our entire service area and have several tools in place to support ongoing operations:

- **Contractual relationships with staffing agency partners.** JUMP has contracted several staffing agencies. Contracts with these agencies are designed to reflect our priorities, and including local workers and outreach responsibilities. Notably, by contracting with several staffing agencies, we have optimized contingent worker sourcing. Specifically, our staffing agency relationships give us a high level of confidence that we will always have access to trained and experienced workers to successfully contribute to JUMP's operation.
- JUMP benefits from our regional presence. In cases where our operational burden exceeds the capacity of our local operations team, we are fortunate that we can call on our teams in Sacramento or Santa Cruz to support our San Francisco operation. Though it is rare that we would call on these operations teams, it is extremely valuable to have multiple operations in close proximity that are consistently trained in our processes and can support San Francisco if needed.
- Team Feedback. JUMP has worked to cultivate a culture of open dialogue between technicians and managers. As a growing and evolving operation, we routinely encounter new issues and we encourage our team to surface these issues so that we can solve them before they become problems. We do this through daily reports from our Lead Technicians and weekly syncs between managers and the technician teams.

Information regarding work hours, working conditions, and wages. In an effort to support a harmonious labor environment, Uber and JUMP comply with applicable local, state, and federal employment laws, including with respect to discrimination, working conditions, wages and working hours. Uber also expects all staffing agencies with which it contracts to be similarly compliant with respect to their employees who work with JUMP pursuant to contract.

- Work Hours. JUMP's San Francisco operation typically has three 8-hour shifts. Team members' schedules are determined weekly and team members are informed of their schedules at least two weeks in advance. Our operations managers make an effort to provide reliable and consistent schedules so that our team members can plan around their shifts.
- Working Conditions. JUMP is committed to ensuring a safe working environment with consistent and clear messaging so that all JUMP team members feel confident JUMP has taken their well-being into account. Workers in our San Francisco warehouses are made aware of and have ongoing access to: the specific emergency action plan for that warehouse, injury/illness Prevention Program materials, OSHA 300 logs for tracking work-related injuries, and safety training documentation. Furthermore, each warehouse conducts regular trainings on warehouse safety and the emergency action plan. Finally, we post workplace safety notices in appropriate areas around the warehouse. Our team members are also given the opportunity to participate in HERO training, giving them the knowledge to respond and assist in emergency situations, giving them valuable skills and creating a safer working environment.
- Wages. JUMP employees receive information regarding their wages during the recruitment process and wages are confirmed in advance of workers' first day at JUMP. All of JUMP's staff earn at minimium \$19 per hour, with some staff earning up to \$30+ per hour. Staff at JUMP at all levels are given the opportunity to grow into roles with more responsibility and higher pay, including the opportunity to become Operations Managers. We understand that the staffing agencies we engage also disclose wages to their employees before their employees accept an assignment with JUMP.

H. Community Engagement Plan

Provide a plan that complies with the accompanying SFMTA's Powered Scooter Share Program Community Engagement Guidelines and Requirements (Appendix 3).

Multilingual communications services, including a website maintained in languages determined by the SFMTA, a call center, and a mobile application customer interface that is available 24 hours a day, seven days a week. Community outreach materials shall be made available in languages specified by the SFMTA.

Nearly all of JUMP's communications to users and non-users is made available in dozens of languages, including English, Spanish, and Chinese (simplified). We are committed to making all communications available to users and non-users in languages specified by the SFMTA.

- In-App Experience. JUMP is available in the Uber app which, along with standard Uber functionality (account management, trip history, payment profile, language options, etc.), is available in nearly 50 languages and allows users to view and rent JUMP bikes and scooters alongside Uber products 24/7.
- Customer Service. We utilize Language Line a third party phone translation service that offers over 240 languages - to assist with any required languages.
- Website. The JUMP website is available in six languages, and the Uber website is available in languages.

A communications strategy routinely updated upon any service change, related to pricing, service area, devices, membership programs, or operations. The strategy should provide the public with comprehensive, up-to-date information. Updates will appear on social media, and be logged in a searchable service change updates page on the operator website, along with a browsable record of all previous updates.

Prior to launching scooters, JUMP will add a new "City Updates" section within its existing Help Center (help.jumpbikes.com). This section will be broken down by key JUMP cities, and will include a San Francisco specific page, which will serve as the hub for the required and latest JUMP system updates, including, but not limited to: pricing changes, service area updates, devices, information regarding membership programs, and operations. These updates are currently chronicled and archived on JUMP's Medium page (medium.com/@jumpbikes), where all historical updates are logged in a browseable format. Major updates will be communicated via email.

Strategy to incorporate community input into Adaptive Scooter Pilot Plan, as it pertains to the development of Adaptive Scooter devices, and their deployment. Strategy shall center feedback from and collaboration with people with a range of disabilities, demonstrate how input was incorporated, and provide details on the selection and/or development of the Adaptive Scooter to be deployed.

Our strategy, which centers direct one-on-one feedback from and collaboration with people with a range of disabilities, and incorporates input and details how we will select our Adaptive Scooter(s), is explained in full in **Section D7**.

Maintain a shared database for community feedback concerns in a searchable format as designated by and shared with the SFMTA, to be regularly monitored, considered, and addressed.

JUMP welcomes the opportunity to work with the SFMTA to provide input on a shared database for community engagement feedback. There are a number of options to provide a secure, easily accessible, and robust communications channel format and we are committed to working with SFMTA staff to arrive at a mutually agreed upon solution.

Expand outreach beyond current users or target market to gain insight into how scooter share impacts non-users, and their larger communities and neighborhoods. Strategy shall prioritize equitable outreach practices to center voices of those from low income communities, communities of color, and other historically marginalized groups.

JUMP's will launch five key equity-focused strategies in San Francisco to expand outreach beyond our current users and target market to reach non-users, marginalized groups, low-income communities, and communities of color. As described in further detail on Page 38, JUMP's outreach strategy includes hosting, attending, and sponsoring community events, partnering with community groups, gathering feedback from residents across San Francisco, developing inclusive marketing materials, and offering our Boost low-income plan.

An annotated record of community engagement efforts in the form of a searchable log of meetings with agendas, discussion notes, and comments from community stakeholders, and explanation of how the permittee responded.

JUMP commits to provide an annotated log of our community engagement efforts in San Francisco. We consistently track our outreach efforts internally through our dedicated community engagement staff. To date for our e-bike operation in San Francisco, we have attended or partnered on nearly 300 events with 97 different organizations. Our proposed plan for sharing this information is a spreadsheet, shared quarterly, with columns that describe the agenda, discussion/event notes, comments/concerns from community stakeholders, and JUMP's response.

A community engagement staffing plan with key staff specifically dedicated to community engagement, including relevant experience and their specific role for outreach. Staffing plans should also indicate how consultant and/or non-profit partners will be used to supplement outreach efforts (if applicable). Any updates to these teams should be tracked in regular updates to the staffing plan.

JUMP's core local community engagement team in San Francisco consists of the following roles:

Carlos Villacana - Regional Marketing Manager

- Role. Oversees regional community engagement and marketing strategy and activities in the Bay Area. Manages JUMP Brand Ambassadors and Community Engagement Managers across multiple cities and specializes at the regional level.
- Relevant Experience and Specific Outreach Role. Carlos, has lived in San Francisco for 6 years and joined the JUMP team following 3 years of mentorship programming with high school students and 7 years leading regional marketing teams with Coca Cola and then New Belgium Brewing Company. He currently leads the local effort to identify and secure major local partnerships and events, and oversees JUMP's San Francisco, Sacramento, and Santa Cruz community engagement efforts.

Sarah Ashton - Public Policy, New Mobility

- Role. Our lead on new mobility policy, focused on ensuring our local approach is informed by global best practice.
- Relevant Experience and Specific Outreach Role. Sarah will support the local team as they develop and implement the community engagement strategy and local policy efforts to grow sustainable transportation options for the community. Sarah has spent her career building coalitions around sustainable transportation and climate policy, both with the C40 as their Deputy of Global Strategy and then with the Obama Administration, where Sarah was the Director of the White House Climate Action Champions Program, where she worked closely with the City of San Francisco on their climate agenda.

Alex Randolph - Policy & Public Affairs, NorCal

- Role. Our lead on local government and public affairs in Northern California focused on building strong partnerships with cities and community groups.
- Relevant Experience and Specific Outreach Role. Alex helps the team build strong partnerships locally with a focus on operational excellence, equity, and community engagement. Before joining Uber, Alex spent over 10 years in government with a strong focus on community outreach and engagement at the San Francisco Mayor's Office of Neighborhood Services, San Francisco Board of Supervisors, Obama Administration, and most recently as Deputy Director of Government and Community Relations at the San Francisco Recreation and Park Department.

Community Engagement Manager. Initiates and cultivates relationships and partnerships with local and regional stakeholders. Implements small local and larger regional community initiatives, especially regarding equity- and community-organization.







Brand Ambassadors (varies by event, engaged through staffing agencies). support the marketing and community engagement team at events and giveaways, supports Boost plan outreach.

Community Partners. We also work with dozens of community organizations across the City to amplify the reach of our services. As the map indicates, we have community partners representing the entire city.

A culturally sensitive marketing plan tailored to neighborhoods by developing culturally sensitive approaches. Specific attention to Communities of Concern and cultural districts should consider language needs, offer opportunities to meaningfully incorporate cultural heritage, and address how programs reflect community sensibilities and the unique cultural landscapes of these areas.

JUMP is committed to extensive community engagement and marketing efforts. Our goal is to establish and maintain relationships, especially with community groups in cultural districts and underserved communities. JUMP celebrates the diversity of San Francisco's various communities and our local community engagement team will continue to do so for our scooter program by bringing culturally sensitive and relevant information to our meetings and events. We have provided an overview of the major outreach types, frequencies, and goals in **Appendix 8**. A summary of JUMP's community engagement strategies are:

Strategy 1: Host, Attend, Co-Sponsor Community Events

JUMP's primary and most effective channel of communication with our members and the general public in San Francisco is at community events where we can interact directly with our audience. To date for our e-bike operation, JUMP has attended nearly 300 events and is committed to the continuation and expansion of robust, community-oriented programming for our scooter program. We have provided some highlights below:

- The Electric Hub JUMP's Community Center Launching Fall/Winter 2019. JUMP is excited to announce that later this year, we will open a community and operations center currently planned to be located in the Fillmore district. Affectionately named the Electric Hub, it will be a center for safety programming, community outreach, meetings to gather feedback, helmet distribution, Boost income-eligible sign ups, JUMP swag giveaways, and more. We see the Electric Hub as a unique opportunity to embed ourselves more deeply into the San Francisco community, in order to better know our neighbors, support their transportation needs, and to create a space to host community events and programs.
- Hosting/Co-Hosting Community Events. In partnership with community groups, we will continue to host local events to demonstrate how the JUMP system and technology works, how to properly and responsibly end a ride, and solicit feedback. We host a number of neighborhood events, and will continue to build on this programming in the coming years. Examples of events include:
 - Neighborhood Ride-Alongs. This type of ride includes teaching folks how to sign up, review safety and rules of the road information, and conduct a group ride together around the neighborhoods. For example for our

e-bike operation - In District 10 we have gone on rides with: Merchants of Butchertown in the Bayview, merchants from Dogpatch, and YMCA Urban Services. We have also hosted "Infrastructure Rides" during which we show off some of San Francisco's best micromobility infrastructure to help new riders navigate their city.

- Lunch & Learns. Lunchtime visits to employers to introduce our service to their employees and encourage folks to try commuting on JUMP instead of by car.
- Merchant Mixers. These are community building programs to spur economic development by hosting mixers and encouraging our riders to support local businesses.
- **Community Partners.** To supplement outreach efforts during our e-bike operation, we have formally engaged (or nearly completed negotiation) with partners whose goals align with our business to provide JUMP and micromobility-oriented programming:





- San Francisco Bicycle Coalition Free bike education classes and sponsoring infrastructure bike rides.
- YMCA Urban Services Memorandum for JUMP education, BOOST account set up, and group rides
- People for Protected Bike Lanes Advocating for protected bike lanes in San Francisco
- Silicon Valley Bicycle Coalition Sponsoring safety workshops, title sponsor of annual bike summit, support infrastructure bike rides.
- Bike East Bay Sponsoring bicycle community events.
- · Livable Cities Annual sponsor of Sunday Streets events which promotes car-free integrated communities
- Community Benefits Package with coalition of Mission District community groups to be announced once completed. See below for more details.

We are always actively seeking additional partners and expect to increase our scooter-specific partners following the launch of our scooter program in San Francisco.

Attending Community Events

JUMP attends and presents at numerous local events year round for our e-bike operation, and we intend to expand this effort for upon launch for our scooter program. We have attended, hosted, or co-hosted nearly 300 local community events, and held over 210 meetings and visits with stakeholders or local businesses. Events include biketo-work week, test rides, community group activities, and local tabling events. During these events, we introduce our system to attendees, conduct presentations, allow people to test ride our vehicles, and seek to understand how our services can most effectively help the community's mobility needs. We participate in local events to build relationships and broaden coalitions, to gather feedback and answer questions, and to connect and have fun with our neighbors. We prioritize attending hyper-local neighborhood events, such as Carnaval in the Mission and Juneteenth in the Fillmore, as well as continuing to sponsor and attend bigger events such as Sunday Streets SF. Please refer to **Appendix 9** for additional examples of JUMP's attendance at recent, ongoing, and upcoming community events in San Francisco.

Strategy 2: Meet and Partner with Community Groups

As we introduce our scooter operation to people across San Francisco's diverse communities we will continue prioritizing the involvement and input from groups already operating within the communities. JUMP works with local organizations that have spent years developing relationships with the community because these organizations are best positioned to lend their expertise and/or local connections as we build strong, sustainable, community-based coalitions that expand the reach of equitable and comprehensive mobility. In particular, JUMP is focused on reaching out to community groups in the following ways:

- Community Benefits Packages. We are committed to continuing close collaboration with coalitions of community groups to develop Community Benefits Packages. JUMP has nearly finalized a Community Benefits Package in collaboration with several Mission District organizations to create local programming that prioritizes affordability and promotes JUMP's partnership with the community. This package creates hyper-local programs that incorporate equity initiatives, relevance to the community, and inclusion. Initiatives include local hiring, extension of our income-eligible Boost plan, partnering to conduct culturally competent outreach, and much more. Our goal for our scooter operation is to continue developing Community Benefit Packages in all Supervisorial Districts, where the packages will be tailored to meet the needs and goals of each District we operate scooters in. We look forward to sharing more with the SFMTA once the Benefits Package has been finalized.
- Youth Groups. JUMP is a proud sponsor of the Mayor's Opportunities For All initiative and is currently developing a youth apprenticeship program which will train participants in the skills required to work in roles in the scooter industry. Including scooter mechanics, fleet operations, and marketing. JUMP has selected Tech SF as a partner for this program. Classes will be held at the Electric Hub with occasional field trips to JUMP's Research and Development Facility.
- **Public Housing**. Public housing is often disconnected from standard and convenient public transportation. Indeed, as part of our existing contract with the YMCA, who represent public housing in Sunnydale, we adjusted our current e-bike service area to include Visitacion Valley and look forward to exploring similar adjustments for our scooter service to meet equity goals (pending SFMTA review and approval).

Strategy 3: Gather Feedback from the Neighborhoods We Serve

JUMP is committed to working with our neighbors to make our system work for the city of San Francisco. Community feedback is an invaluable asset and informs our operations and service area planning on a daily basis.

- **Community Input Workshops.** JUMP has been hosting, and will continue to host upon launching scooters, a series of community input workshops to collect feedback and ideas from attendees riders and non-riders alike. Meetings are broadly divided by Supervisorial district, and we specifically reach out to key neighborhood-based organizations and merchant groups to spread the word about our events. We also do door-to-door flyer outreach and attend and speak at local neighborhood meetings to promote these events. In the coming months, we will experiment with direct mailings and target e-newsletter outreach. Moving forward, if awarded a scooter permit, this feedback will be recorded in the shared database as required by SFMTA.
- Feedback at Events. When we spend time at events we ask neighbors where they would like to see more JUMP vehicles throughout the City. Community input from our mapping exercises has the opportunity to inform our fleet size in Expanded Service Areas as described in Section D5.
- Community Advisory Council. To obtain feedback that is reflective of each district in San Francisco, we will recruit 11 residents who will represent riders and non-riders alike from each district in San Francisco. Advisory council members will be a voice for their district and support us in our efforts to engage residents at the hyper-local level. The application process will open following JUMP's scooter launch in San Francisco.

Strategy 4: Offer a Robust and Well-Publicized Low Income Plan

As described in **Section C1**, JUMP's income-eligible Boost Plan is designed to make JUMP programs as accessible as possible for as many people as possible. We publicize the Boost Plan through partnerships with community groups and host sign-up events. For example, for our e-bike operation we have partnered with public housing organizations to co-host events where we sign people up on the spot for Boost. This initiative started with our YMCA Urban Service partnership, but has since been replicated in partnership with other organizations. Looking ahead for our scooter operation we will identify an organization in each district we operate in to ensure that we bring these events to all potential low-income scooter users. Other approved and upcoming initiatives include (i) designing a broader marketing campaign for Boost; and (ii) developing a discount plan for teachers who work for the San Francisco Unified School District.

Partner-ready programs with established process, dedicated staff, and proper resources, that engage communities in the following areas:

JUMP is committed to expanding our established outreach process and partner-ready programs in San Francisco to our scooter operation. Since we began operating e-bikes in San Francisco, JUMP has created a strong foundation for our partnership programs with an expansive network of partner organizations and established processes and programs upon which we will continue to iterate and build for our scooter operation. With the opening of the Electric Hub (see page 38), JUMP will have a central location for many of our programs. Our community engagement team is already actively informing our existing partners about this resource and looking into bringing in new partners to use the space.

Local hiring

In addition to our hiring practices outlined in **Section G** — which include a commitment to local hiring — we intend to work with our network of community organizations and our staffing agency partners to identify local workers for our Electric Hub. To date for our e-bike operation we have worked with organizations like Chinese Newcomers and PODER to identify local hires, and intend to work with Youth Community Developers, the A. Phillip Randolph Institute, Mission Hiring Hall, and others to promote work with JUMP. We see this as an incredible chance for us to share our excitement for micromobility with populations historically underrepresented in both e-bike and scooter ridership.

Community Based Organization access

JUMP works with dozens of community based organizations — to date, we have reached out to 97 groups across the city — and sincerely appreciate all the contributions these organizations have made to our e-bike operation since launch. As mentioned above, working with these organizations is one of our key strategies moving forward in our effort to promote our Boost program to potential scooter users. For example, for our e-bike operation we have held

Boost sign up events at the public housing in Sunnydale. We are also actively developing a Community Benefits Package with a coalition of neighborhood organizations, see page 39 for more detail, and have plans to expand the number of partners involved as our service expands to encompass both e-bikes and scooters.

Scooter safety courses

JUMP became a San Francisco Bicycle Coalition (SFBC) member in 2017 and we have been proud to partner with them to offer safe riding courses with LCI-certified instructors since 2018. These classes are focused on alternative transportation options and cover the basics such as how to ride safely in San Francisco — including following traffic laws, to proper helmet fitting. We also offer a series of infrastructure rides to educate our users about the locations of San Francisco's best micromobility infrastructure. We are excited to offer these safe scooter safety classes for our riders. To date, these courses have not been offered in other languages; however, looking ahead we will have a goal of working with our community partners to identify bi- and multi-lingual LCI-certified instructors. We always offer free helmets to scooter safety course participants.

Culture and arts opportunities

JUMP is committed to creating cultural and arts opportunities that focus on supporting the San Francisco community. Our dedicated, local community engagement team will both work with our community partners and will develop original programming that supports and lifts up the diversity of our city. Specifically:

- Through our partnerships with the YMCA Urban Service, and hopefully with the SFMTA, we will work to coordinate commissioning murals from local artists for the new bike racks that are added to the stationless scooter share service area.
- We will dedicate some of our Infrastructure Rides rides that promote the safe and efficacious use of the City's micromobility infrastructure, co-hosted with SFBC to also highlight public art around the City.
- The Electric Hub will rotate art created by local artists and we will host quarterly receptions to promote their work.

Local small business promotional opportunities

JUMP is committed to supporting San Francisco's local small business community. We have worked with, and will continue to support, the San Francisco Council of District Merchants Association (SFCDMA). And we have laid the groundwork to building and deepening partnerships with Calle 24, Soma Filipinas, Japanese Heritage, the Leather District and African American Art & Cultural District to support the signature events in these cultural districts. We have committed ourselves to expanding our local business through the following activities:

- Provide cross-promotional opportunities with CBD's and BID's with cross promotion of events like holiday mixers, neighborhood tours by bike, and hosting meetings.
- Create a cultural district and merchant map (with micromobility parking locations) which highlights local cultural institutions and businesses and encourages riders to explore the city and shop local. This will be distributed from our Electric Hub and at events.

I. Data-Sharing End Point

Email the internet address for your data-sharing end point to scootershare@sfmta.com. This end point will be used to verify that all data-sharing protocols are in place prior to permitting.

Alongside this submission, JUMP has emailed the SFMTA our data-sharing end point.

Please refer to **Appendix 10** for more detail regarding JUMP's plan to comply with SFMTA's data-sharing requirements.
J. Experience and Qualifications

J1) Describe your qualifications to operate a Powered Scooter Share program.

Qualifications for Scooter Share

Since our founding in 2010, JUMP has expanded to over 50 cities worldwide with its electric vehicles and non-electric bikes, and has seen over 13 million trips. We believe that the points listed below, and described in more detail in **Appendix 11**, uniquely qualify us for operating a scooter share program in San Francisco.

- San Francisco's Current Stationless Bike Share Operator. JUMP was the only permitted stationless bike share operator in San Francisco for over 18 months. We are proud of what we have accomplished to date here in San Francisco, and look forward to the next chapter in stationless vehicle operations.
- Other successful stationless e-bike and scooter share systems in North America. JUMP currently operates e-bikes and scooters in 31 cities globally (23 of these cities are within North America), and we are expanding rapidly in 2019. For a list of all cities JUMP operates micromobility systems in, please refer to jump.com/cities.
- General compliance and partnership. JUMP believes that in order to build and operate the best programs we must support local goals and regulations. We are a willing and transparent partner when working with city stakeholders to implement shared mobility programs that support community needs and local regulation.
- Experience in responsible deployment and parking. One of JUMP's priorities is to ensure the orderliness of our service across the city, with special attention paid to public spaces and pedestrians. Our track record for compliance has been consistently strong, with only occasional complaints, which have a record of expedient resolution by our operations team.
- Experience with community engagement and equity. JUMP is focused on continually expanding geographic, economic, and demographic access. In our community outreach, we build relationships with, listen to, learn from, and support the people of San Francisco, especially members of groups that have been historically marginalized – particularly low-income residents and communities of color.

J2) If you have operated a shared scooter service in San Francisco and/or another similarly dense, urban North American city, provide a list of each city in which you have operated, describe how you complied with applicable laws, and share the following for each city (if you are a wholly-owned subsidiary, include experience of your parent company, as applicable):

a) Dates when you operated a shared scooter service.

Please refer to Table 1 for the dates when JUMP operated a shared scooter service for each city listed.

b) If required, did you have a permit to operate?

Yes, JUMP had a permit for each city listed prior to launching scooters.

c) If you had a permit to operate, in what time period did you deploy your permitted number of devices?

To determine the number of scooters to deploy in a city, our in-house urban planning team analyzes service area size and existing ridership data (e.g. trip starts and ends) across a city. More important than meeting the total number of permitted devices at the initial deployment is the ability to meet user demand, ensure availability, and expand fleet size based on utilization.

Gradual fleet size expansions, based on vehicle utilization, improve vehicle availability for more riders. Any proposed expansion of JUMP's fleet size is informed by ridership data and community stakeholder feedback, rather than meeting a ceiling on our permitted number of vehicles. Thus far, JUMP been awarded fleet size increases by several U.S. cities, including Austin and Dallas.

d) What was the average daily active fleet size in your first six months of operation?

Please refer to Table 1 at the end of this section.

e) How many total trips were provided during the first six months of operation?

Please refer to Table 1 at the end of this section.

f) How long have you operated?

Please refer to Table 1 at the end of this section.

g) Did you pay applicable permit fees on time?

JUMP has paid all applicable permit fees on time.

h) If you received any citations from local authorities, how many did you receive, and did you pay them on time?

We are proud of our track record of responsible operations in San Francisco, where we have never received formal citations for noncompliance with our dockless e-bike program. In all of the cities listed below, we have never received formal citations for noncompliance with our dockless scooter programs. In cases where we do receive parking citations, we make every effort to ensure that our citations are paid on time, and we respond in a timely matter to correct the issue. JUMP is committed to maintaining an open line of communication with the SFMTA to ensure that any problems continue to be quickly addressed.

i) Has your service ever been suspended? If so, why?

JUMP's shared scooter service has never been suspended.

j) One reference/point of contact, per city, for the SFMTA to call to verify. If the SFMTA calls to verify information, it will apply the same reference checking criteria to all applicants.

Please refer to Table 1 for one reference per city listed.

Table 1: Select list of similarly dense, urban North American cities with JUMP scooter operations:

City	(a) Dates of Scooter Service Operation	(d) Average Daily Active Fleet Size in First 6 Months of Operation	(e) Total Trips in First 6 Months of Operation	(f) Length of Operations	(j) Reference
Austin, TX	Oct '18 - present	800 - 1,000	350,000 - 400,000	~ 10 months	Jacob Culberson jacob.culberson@austintexas. gov 512-974-1489
Los Angeles, CA & Santa Monica, CA	Oct '18 - present	800 - 1,000	350,000 - 400,000	~ 10 months	José Elias jose.elias@lacity.org 213-972-4944 Kyle Kozar kyle.kozar@smgov.net 310-458-2201 x5769
Washington, D.C.*	Apr '19 - present	200 - 400	300,000 - 350,000	~ 4 months	Sharada Strasmore sharada.strasmore@dc.gov 202-671-1493
Dallas, TX	Jan '19 - present	600 - 800	250,000 - 300,000	~8 months	Jared White jared.white@dallascityhall.com 214-670-4090

*Note: Due to the recent timeline since launch, this data only covers 120 days of operations in Washington, DC.

K. Privacy Policy, User Agreements, and Terms of Service

K1) Provide any privacy policies, user agreements, and/or terms of service in plain text (and a searchable electronic format) for review.

Uber's current privacy policy can be found online at <u>privacy.uber.com/policy/</u>, and a plain text version is available on pages 55-67. JUMP's current privacy policy can be found online at <u>jump.com/privacy</u>, and a plain text version follows Uber's privacy policy on pages 68-71.

JUMP's current rental agreement can be found online at jump.com/rental-agreement, and a plain text version is available on pages 72-79.

Uber's current terms of service can be found online at <u>uber.com/legal/terms/us</u>, and a plain text version is available on pages 80-87. JUMP's current terms of service can be found online at <u>jump.com/terms</u>, and a plain text version follows Uber's terms on pages 88-95.

Uber's Privacy Policy

Introduction

When you use Uber, you trust us with your information. We are committed to keeping that trust. That starts with helping you understand our privacy practices.

This policy describes the information we collect, how it is used and shared, and your choices regarding this information.

Data Collections And Uses

Scope

SUMMARY

This policy applies to users of Uber's services anywhere in the world, including users of Uber's apps, websites, features or other services.

This policy describes how Uber and its affiliates collect and use personal information to provide our services. This policy applies to all users of our apps, websites, features or other services anywhere in the world, unless covered by a separate privacy policy such as the Uber Freight Privacy Policy. This policy specifically applies to:

- Riders: users who request or receive transportation
- Drivers: users who provide transportation individually or through partner transportation companies
- Delivery Recipients: users who request deliveries of food or other items
- · Delivery Partners: users who provide delivery services

This policy also applies to those who provide information to Uber in connection with an application to use our services, or whose information Uber otherwise receives in connection with its services (such as contact information of individuals associated with UberEats restaurant partners). All those subject to this policy are referred to as "users" for purposes of this policy.

The practices described in this policy are subject to applicable laws in the places in which we operate. This means that we only engage in the practices described in this policy in a particular country or region if permitted under the laws of those places. Please contact us if you have questions on our practices in your country or region.

Data Controller

SUMMARY

Uber provides services to users throughout the world. If you use our services in the United States, Uber Technologies, Inc. is the data controller for your information. If you use our services in the European Union or elsewhere, Uber B.V. is the data controller.

We process personal information inside and outside of the United States.

If you live in the United States, the data controller for the information you provide or that is collected by Uber or its affiliates is:

Uber Technologies, Inc. 1455 Market Street



San Francisco, California, 94103

If you live in the European Union or elsewhere, the data controller is:

Uber B.V. Mr. Treublaan 7, 1097 DP Amsterdam, the Netherlands.

Questions, comments and complaints about Uber's data practices can be submitted to Uber's data protection office through <u>here</u>.

We process personal information inside and outside of the United States. Uber transfers information of users' outside the United States on the basis of mechanisms approved under applicable laws.

For users in Argentina: The Public Information Access agency, in its role of Regulating Body of Law 25.326, is responsible to receive complaints and reports presented by any data subjects who believes their rights have been impacted by a violation to the local data protection regulation.

The Information We Collect

SUMMARY

Uber collects:

- Information that you provide to Uber, such as when you create your Uber account.
- Information created when you use our services, such as location, usage and device information.
- Information from other sources, such as Uber partners and third parties that use Uber APIs.

The following information is collected by or on behalf of Uber:

1. Information you provide

This may include:

- User profile: We collect information when you create or update your Uber account. This may include your name, email, phone number, login name and password, address, payment or banking information (including related payment verification information), government identification numbers such as Social Security number, driver's license or passport if required by law, birth date, photo and signature. This also includes vehicle or insurance information of drivers. This also includes the preferences and settings that you enable for your Uber account.
- **Background check information**: We may collect background check information if you sign up to use Uber's services as a driver or delivery partner. This may include information such as your driver history or criminal record (where permitted by law). This information may be collected by a vendor on Uber's behalf.
- **Demographic data**: We may collect demographic information about you, including through user surveys. In some countries, we may also receive demographic information about you from third parties.
- User content: We may collect information that you submit when you contact Uber customer support, provide ratings or compliments for other users, or otherwise contact Uber.

2. Information created when you use our services

This may include:

Location Information

Depending on the Uber services that you use, and your app settings or device permissions, we may collect your precise or approximate location information as determined through data such as GPS, IP address and



WiFi.

- If you are a driver or delivery partner, Uber collects location information when the Uber app is running in the foreground (app open and on-screen) or background (app open but not on screen) of your device.
- If you are a rider and have provided permission for the processing of location data, Uber collects location information when the Uber app is running in the foreground. In certain regions, Uber also collects this information when the Uber app is running in the background of your device if this collection is enabled through your app settings or device permissions.
- Riders and delivery recipients may use the Uber app without enabling Uber to collect their location information. However, this may affect the functionality available on your Uber app. For example, if you do not enable Uber to collect your location information, you will have to manually enter your pickup address. In addition, location information will be collected from the driver during your trip and linked to your account, even if you have not enabled Uber to collect your location information.

Transaction Information

We collect transaction details related to your use of our services, including the type of services you requested or provided, your order details, delivery information, date and time the service was provided, amount charged, distance traveled, and payment method. Additionally, if someone uses your promotion code, we may associate your name with that person.

• Usage information

We collect information about how you interact with our services. This includes information such as access dates and times, app features or pages viewed, app crashes and other system activity, type of browser, and third-party sites or service you were using before interacting with our services. In some cases, we collect this information through cookies, pixel tags, and similar technologies that create and maintain unique identifiers. To learn more about these technologies, please see our Cookie Statement.

Device Information

We may collect information about the devices you use to access our services, including the hardware models, device IP address, operating systems and versions, software, file names and versions, preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion information, and mobile network information.

Communications data

We enable users to communicate with each other and Uber through the Uber apps, websites, and other services. For example, we enable drivers and riders, and delivery partners and recipients, to call or text each other (in some countries, without disclosing their telephone numbers to each other). To provide this service, Uber receives some information regarding the calls or texts, including the date and time of the call/text, and the content of the communications. Uber may also use this information for customer support services (including to resolve disputes between users), for safety and security purposes, to improve our products and services and for analytics.

3. Information from other sources

These may include:

- User feedback, such as as ratings or compliments.
- Users providing your information in connection with referral programs.
- Users requesting services for or on your behalf.
- Users or others providing information in connection with claims or disputes.
- Uber business partners through which you create or access your Uber account, such as payment providers, social media services, on-demand music services, or apps or websites who use Uber's APIs or whose API Uber uses (such as when you order a ride through Google Maps).

- Insurance providers (if you are a driver or delivery partner).
- Financial services providers (if you are a driver or delivery partner).
- Partner transportation companies (if you are a driver who uses our services through an account associated with such a company).
- The owner of an Uber for Business or Uber Family profile that you use.
- Publicly available sources.
- Marketing service providers.

Uber may combine the information collected from these sources with other information in its possession.

How We Use Your Information

SUMMARY

Uber collects and uses information to enable reliable and convenient transportation, delivery and other products and services. We also use the information we collect:

- To enhance the safety and security of our users and services
- For customer support
- · For research and development
- To enable communications to or between users
- To provide promotions or contests
- In connection with legal proceedings

Uber does not sell or share your personal information to third parties for third party direct marketing purposes.

Uber uses the information it collects for purposes including:

1. Providing services and features

Uber uses the information we collect to provide, personalize, maintain and improve our products and services. This includes using the information to:

- Create and update your account.
- Verify your identity.
- Enable transportation, deliveries, and other services. This includes automated processing of your information to enable <u>Dynamic Pricing</u>, in which the price of a ride is determined based on constantly varying factors such as the estimated time and distance of the predicted route, estimated traffic, and the number of riders and drivers using Uber at a given moment.
- Process or facilitate payments for those services.
- Offer, obtain, provide or facilitate insurance or financing solutions in connection with our services.
- To track the progress of your ride or delivery.
- Enable features that allow you to share information with other people, such as when you submit a compliment about a driver, refer a friend to Uber, split fares, or share your ETA.
- Enable features to personalize your Uber account, such as creating bookmarks for your favorite places, and to enable quick access to previous destinations.
- Enable Accessibility features that make it easier for users with disabilities to use our services, such as those which enable deaf or hard-of-hearing drivers to alert their riders of their disabilities, allow only text messages from riders, and to receive flashing trip request notifications instead of sound notifications.

• Perform internal operations necessary to provide our services, including to troubleshoot software bugs and operational problems, to conduct data analysis, testing, and research, and to monitor and analyze usage and activity trends.

2. Safety and security

We use your data to help maintain the safety, security and integrity of our services and users. This includes, for example:

- Screening drivers and delivery partners prior to enabling their use of our services and at subsequent intervals, including through reviews of background checks where permitted by law, to prevent use of our services by unsafe drivers.
- Using information from drivers' devices to identify unsafe driving behavior such as speeding or harsh braking and acceleration, and to raise awareness among drivers regarding such behaviors.
- our Real-Time ID Check feature, which prompts drivers to share a selfie before going online. This helps ensure that the driver using the app matches the Uber account we have on file, preventing fraud and helping to protect other users.
- Using device, location, profile, usage and other information to prevent, detect, and combat fraud or unsafe activities. This includes processing of such information, in certain countries, to identify practices or patterns that indicate fraud or risk of safety incidents. This may also include information from third parties. In certain cases such incidents may lead to deactivation by means of an automated decision making process. Users in the EU have have the right to object to this type of processing; see Section II.1.1.d for more information
- Using user ratings to encourage improvement by affected users, and as grounds for deactivating users with ratings below a certain minimum as may be required in their region. Calculation and deactivation may be done through an automated decision making process. Users in the EU have have the right to object to this type of processing; see Section II.I.1.d for more information.

3. Customer support

Uber uses the information we collect (including recordings of customer support calls after notice to you and with your consent) to assist you when you contact our customer support services, including to:

- Direct your questions to the appropriate customer support person
- Investigate and address your concerns
- Monitor and improve our customer support responses

4. Research and development

We may use the information we collect for testing, research, analysis and product development. This allows us to improve and enhance the safety and security of our services, develop new features and products, and facilitate insurance and finance solutions in connection with our services.

5. Communications among users

Uber uses the information we collect to enable communications between our users. For example, a driver may text or call a rider to confirm a pickup location, or a restaurant or delivery partner may call a delivery recipient with information about their order.

6. Communications from Uber

Uber may use the information we collect to communicate with you about products, services, promotions, studies, surveys, news, updates and events.

Uber may also use the information to promote and process contests and sweepstakes, fulfill any related awards, and serve you relevant ads and content about our services and those of our business partners. You may receive

some of these communications based on your profile as an Uber user. Users in the EU have have the right to object to this type of processing; see Section II.I.1.d for more information.

Uber may also use the information to inform you about elections, ballots, referenda and other political and policy processes that relate to our services.

7. Legal proceedings and requirements

We may use the information we collect to investigate or address claims or disputes relating to your use of Uber's services, or as otherwise allowed by applicable law, or as requested by regulators, government entities, and official inquiries.

Cookies And Third Party Technologies

SUMMARY

Uber and its partners use cookies and other identification technologies on our apps, websites, emails, and online ads for purposes described in this policy.

Cookies are small text files that are stored on your browser or device by websites, apps, online media, and advertisements. **Uber uses cookies and similar technologies for purposes such as**:

- Authenticating users
- Remembering user preferences and settings
- Determining the popularity of content
- Delivering and measuring the effectiveness of advertising campaigns
- Analyzing site traffic and trends, and generally understanding the online behaviors and interests of people who interact with our services We may also allow others to provide audience measurement and analytics services for us, to serve advertisements on our behalf across the Internet, and to track and report on the performance of those advertisements. These entities may use cookies, web beacons, SDKs, and other technologies to identify your device when you visit our site and use our services, as well as when you visit other online sites and services. Please see our <u>Cookie Statement</u> for more information regarding the use of cookies and other technologies described in this section, including regarding your choices relating to such technologies.

Information Sharing And Disclosure

SUMMARY

Some of Uber's products, services and features require that we share information with other users or at your request. We may also share your information with our affiliates, subsidiaries and business partners, for legal reasons or in connection with claims or disputes.

Uber may share the information we collect:

1. With other users

- For example, if you are a rider, we may share your first name, average rider rating given by drivers, and pickup and/or dropoff locations with drivers. If you share an uberPOOL trip with another rider, that rider may be told your name and may see your pickup and/or dropoff location.
- If you are a driver or delivery partner, we may share information with your rider(s) including name and photo; vehicle make, model, color, license plate, and vehicle photo; location; average rating provided by riders; total

number of trips; for how long you have been using the Uber app; and contact information (depending upon applicable laws). If you choose to complete a driver profile, we may also share any information associated with that profile, including information that you submit and compliments that past riders have submitted about you. The rider/delivery recipient will also receive a receipt containing information such as a breakdown of amounts charged, your first name, photo, and a map of the route you took.

2. At your request

This includes sharing your information with:

- Other people at your request. For example, we may share your ETA and location with a friend at your request, or your trip information when you split a fare with a friend.
- Uber business partners. For example, if you requested a service through a partnership or promotional offering made by a third party, Uber may share your information with those third parties. This may include, for example, other apps or websites that integrate with our APIs, vehicle suppliers, or services, or those with an API or service with which we integrate, or business partners with whom Uber may partner with to deliver a promotion, a contest or a specialized service.

3. With the general public when you submit content to a public forum

We love hearing from our users -- including through public forums such as Uber blogs, social media, and certain features on our network. When you communicate with us through those channels, your communications may be viewable by the public.

4 With the owner of Uber accounts that you may use

If you use a profile associated with another party we may share your trip information with the owner of that profile. This occurs, for example, if you are:

- A rider using your employer's Uber for Business profile, or taking trips arranged through Uber Central.
- A driver using an account owned by a partner transportation company.
- A rider who takes a trip arranged by a friend or under a Family Profile.
- A delivery partner acting as a substitute (U.K. only).

5. With Uber subsidiaries and affiliates

We share information with our subsidiaries and affiliates to help us provide our services or conduct data processing on our behalf. For example, Uber processes and stores information in the United States on behalf of its international subsidiaries and affiliates.

6. With Uber service providers and business partners

Uber may provide information to its vendors, consultants, marketing partners, research firms, and other service providers or business partners. This may include, for example:

- Payment processors and facilitators.
- Background check providers (drivers and delivery partners only).
- Cloud storage providers.
- Marketing partners and marketing platform providers.
- Data analytics providers.
- Research partners, including those performing surveys or research projects in partnership with Uber or on Uber's behalf.
- Vendors that assist Uber to enhance the safety and security of its apps.
- · Consultants, lawyers, accountants and other professional service providers.

- Fleet partners.
- Insurance and financing partners.
- Airports.
- Yandex Taxi and other local providers.
- Restaurant partners.
- Vehicle solution vendors or third party vehicle suppliers.

7. For legal reasons or in the event of a dispute

Uber may share your information if we believe it is required by applicable law, regulation, operating agreement, legal process or governmental request, or where the disclosure is otherwise appropriate due to safety or similar concerns.

This includes sharing your information with law enforcement officials, government authorities, airports (if required by the airport authorities as a condition of operating on airport property), or other third parties as necessary to enforce our Terms of Service, user agreements, or other policies, to protect Uber's rights or property or the rights, safety or property of others, or in the event of a claim or dispute relating to your use of our services. If you use another person's credit card, we may be required by law to share information with that credit card holder, including trip information.

This also includes sharing your information with others in connection with, or during negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company.

Please see <u>Uber's Guidelines for Law Enforcement Authorities</u> for more information.

8. With your consent

Uber may share your information other than as described in this policy if we notify you and you consent to the sharing.

Special Information For EU Users

SUMMARY

Beginning May 25, 2018, the processing of personal data of users in the European Union is subject to the EU General Data Protection Regulation ("GDPR").

This section summarizes Uber's grounds for processing personal information under the GDPR, and the rights of EU users as relates to Uber's handling of personal information.

Beginning May 25, 2018, the processing of personal data of users in the European Union is subject to the <u>EU</u> <u>General Data Protection Regulation ('GDPR')</u>. This section provides information as relates to EU users' rights, and Uber's responsibilities, under this regulation.

1. EU User Rights

If you are an Uber user in the EU, you have the following rights with respect to Uber's handling of your personal information. To exercise these rights, please see below or submit your request <u>here</u>.

Users outside the EU may also request explanation, correction, deletion or copies of their personal data <u>here</u>.

a. Explanation and copies of your data

• You have the right to request an explanation of the information that Uber has about you and how Uber



uses that information.

• You also have the right to receive a copy of the information that Uber collects about you if collected on the basis of consent or because Uber requires the information to provide the services that you request.

b. Correction

• If Uber has information about you that you believe is inaccurate, you have the right to request correction of your information. Please see the section titled 'Explanation, Copies and Correction' below for more information on correcting, or requesting correction of, your information.

c. Deletion

- Users may request deletion of their accounts at any time. Users may requests deletion through the Privacy Settings menu in the Uber app, or via Uber's website (riders and delivery recipients here; drivers and delivery partners here). We may retain certain information about you as required by law and for legitimate business purposes permitted by law.
- Please see the 'Information Retention & Deletion' section above for more information regarding Uber's retention and deletion practices.

d. Objections and complaints

- Users in the EU have the right to object to Uber's processing of personal data, including for marketing purposes based on profiling and/or automated decision making. Uber may continue to process your information notwithstanding the objection to the extent permitted under GDPR.
- Users in the EU also have the right to file a complaint relating to Uber's handling of your personal information with the Autoriteit Persoonsgegevens, the Dutch Data Protection Authority. Their contact information is as follows:

Autoriteit Persoonsgegevens Postbus 93374 2509 AJ DEN HAAG (+31) - (0)70 - 88 85 00

· You may also submit questions, comments or complaints to Uber's Data Protection Officer.

2. Grounds for Processing

The GDPR requires that companies processing the personal data of EU users do so on the basis of specific legal grounds. As described below, Uber processes the information of EU users based on one or more of the grounds specified under the GDPR:

a. The processing is necessary to provide the services and features you request

- Uber must collect and use certain information in order to provide its services. This includes:
 - User profile information that is necessary to establish and maintain your account, including to verify your identity; enable communications with you about your trips, orders and accounts; and to enable you to make payments or receive earnings.
 - Background check Information necessary to enable drivers to provide transportation services through the Uber app.
 - Driver location Information, which is necessary to match drivers with riders, and to track trips while in-progress and suggest navigation.
 - Transaction information, which is necessary to generate and maintain in connection with your use of Uber's services.
 - Usage information, which is necessary to maintain, optimize and enhance Uber's services, including to determine, sometimes in combination with other information, incentives, connect riders and drivers, and calculate costs of trips and driver earnings.
- Collection and use of this information is a requirement for using Uber's apps.



b. The processing is necessary to protect the vital interests of our users or of others

• Uber may process personal information, including disclosing data with law enforcement authorities in case of threats to the safety of users or of others.

c. The processing is necessary for Uber's legitimate interests

- Uber collects and uses personal information to the extent necessary for its legitimate interests. This includes collecting and using information:
 - To maintain and enhance our users' safety and security. For example, we collect background check information (where permitted by law) to prevent unsafe users from providing services through our apps. We also use personal information to prevent use of our services by users who have engaged in inappropriate or dangerous behavior, such as by retaining information of banned users to prevent their use of Uber's apps. We also use usage information to prevent matching of riders and drivers for whom there is higher risk of conflict (e.g., because they have been the subject of prior complaints from other users).
 - To prevent, detect and combat fraud in connection with the use of our services. For example, Uber uses user profile, location, device and usage information, to identify and prevent circumstances when users attempt to defraud Uber or other users.
 - To inform law enforcement officials regarding criminal acts or threats to public safety.
 - To provide customer support.
 - To optimize our service and develop new services. This includes, for example, identifying the best pick-up / drop locations, recommending (new) features, improving navigation, and enhancing pricing and matching riders and drivers or delivery recipients and partners.
 - For research and analytical purposes. This includes, for example, analyzing usage trends to improve the user experience and enhance the safety and security of our services.
 - For direct marketing purposes. This includes, for example, analysing data to identify trends and tailor marketing messages to user needs.
 - To enforce Uber's Terms of Service

d. The processing is necessary for the legitimate interests of other persons or parties

- Uber collects and uses personal information to the extent necessary for the interests of other persons or the general public. This includes sharing information in connection with legal or insurance claims, to protect the rights and safety of others.
- Uber may also process personal information when necessary in regards to a substantial public interest, on the basis of applicable laws.

e. The processing is necessary to fulfill Uber's legal obligations

- Uber is subject to legal requirements in the jurisdictions in which it operates that require us to collect, process, disclose and retain your personal data. For example, Uber is subject to laws and regulations in many cities and countries that require it to collect and retain information about your trips, to retain such information for extended periods of time, and to provide copies of such information to governmental or other authorities. Uber uses your information to comply with such laws to the extent they apply to your use of the Uber apps.
- Uber may also share information with law enforcement, or requests by third parties pursuant to legal processes. For more information about such sharing, please see Uber's <u>Guidelines for Law Enforcement</u> <u>Authorities in the United States</u>, <u>Guidelines for Law Enforcement Authorities Outside the United States</u>, and <u>Guidelines for Third Party Data Requests</u>.

f. Consent

• Uber may collect and use your information on the basis of your consent. You may revoke your consent at any time. If you revoke your consent, you will not be able to use any service or feature that requires



collection or use of the information we collected or used on the basis of consent.

- Uber relies on consent in connection with data collections or uses that are necessary to enhance the user experience, to enable optional services or features, or to communicate with you. If you are an EU user, the following types of data collections or uses are done on the basis of your consent.
 - Location Information (Riders)
 - Share Live Location (Riders)
 - Notifications: Account and Trip Updates
 - Notifications: Discounts and News
 - Accessibility features
- Please see the Choice & Transparency section below for further information about these data collections and uses, how to opt in or out of them, and the effect of opting out of these on your use of Uber's apps.

Uber may also collect personal information about you through voluntary surveys. Your responses to such surveys are collected on the basis of consent, and will be deleted once no longer necessary for the purposes collected.

Choice And Transparency

SUMMARY

Uber provides means for you to see and control the information that Uber collects, including through:

- in-app privacy settings
- device permissions
- in-app ratings pages
- marketing opt-outs

You may also request that Uber provide you with explanation, copies or correction of your data.

A. PRIVACY SETTINGS

The Privacy Settings menu in the Uber rider app gives users the the ability to set or update their location and contacts sharing preferences, and their preferences for receiving mobile notifications from Uber. Information on these settings, how to set or change these settings, and the effect of turning off these settings are described below.

- Location Information
 - Uber uses rider's device location services to make it easier to get a safe, reliable ride whenever you need one. Location data helps improve our services, including pickups, navigation, and customer support.
 - You may enable/disable, or adjust, Uber's collection of rider location information at any time through the Privacy Settings menu in the Uber app, or via the settings on your mobile device. If you disable the device location services on your device, your use of the Uber app will be affected. For example, you will need to manually enter your pickup or dropoff locations. In addition, location information will be collected from the driver during your trip and linked to your account, even if you have not enabled Uber to collect your location information.
- Share Live Location (Riders)
 - If you have enabled the device location services on your mobile device, you may also enable Uber to share your location with your driver from the time you request a ride to the start of your trip. This makes it easier for your driver to pick you up.
 - You may enable/disable location sharing with your driver at any time through the Privacy Settings menu



in the Uber app. You may use the Uber app if you have not enabled location sharing, but it may be more difficult for your driver to locate you.

- Notifications: Account and Trip Updates
 - Uber provides users with trip status notifications and updates related to your account. These notifications are a necessary part of using the Uber app, and cannot be disabled. However, you may choose the method by which you receive these notifications through the Privacy Settings menu in the Uber app.

• Notifications: Discounts and News

• You may enable Uber to send you push notifications about discounts and news from Uber. You may enable/disable these notifications at any time through the Privacy Settings menu in the Uber app.

B. DEVICE PERMISSIONS

Most mobile platforms (iOS, Android, etc.) have defined certain types of device data that apps cannot access without your consent. And these platforms have different permission systems for obtaining your consent. The iOS platform will alert you the first time the Uber app wants permission to access certain types of data and will let you consent (or not consent) to that request. Android devices will notify you of the permissions that the Uber app seeks before you first use the app, and your use of the app constitutes your consent.

C. RATINGS LOOK-UP

After every trip, drivers and riders are able to rate each other, as well as give feedback on how the trip went. This two-way system holds everyone accountable for their behavior. Accountability helps create a respectful, safe environment for both drivers and riders.

Your rider rating is available in the main menu of the Uber rider app.

Your driver rating is available in the Ratings tab of the Uber Partner app.

D. EXPLANATIONS, COPIES AND CORRECTION

You may request that Uber:

Provide a detailed explanation regarding the information Uber has collected about you and how it uses that information.

- Receive a copy of the information Uber has collected about you.
- Request correction of any inaccurate information that Uber has about you.
- You can make these requests by contacting Uber here.

You can also edit the name, phone number and email address associated with your account through the Settings menu in Uber's apps. You can also look up your trips, orders and deliveries history in the Uber apps.

E. MARKETING OPT-OUTS

You may opt out of receiving promotional emails from Uber <u>here</u>. You may also opt out of receiving emails and other messages from Uber by following the instructions in those messages. Please note that if you opt out, we may still send you non-promotional messages, such as receipts for your rides or information about your account.

Updates To This Policy

SUMMARY

We may occasionally update this policy.

We may occasionally update this policy. If we make significant changes, we will notify you of the changes through

the Uber apps or through others means, such as email. To the extent permitted under applicable law, by using our services after such notice, you consent to our updates to this policy.

We encourage you to periodically review this policy for the latest information on our privacy practices. We will also make prior versions of our privacy policies available for review.

JUMP's Privacy Policy

<u>Overview</u>

Social Bicycles Inc. (also doing business as JUMP Bikes), a wholly owned subsidiary of Uber Technologies, Inc. ("Uber"), respects your privacy. We recognize that privacy is an important issue, so we design and operate our Services with the protection of your privacy in mind. This privacy policy ("Policy") explains how your information is collected, used, and disclosed by JUMP Bikes (and any of its parent, subsidiary, successor, and affiliated companies) ("JUMP Bikes", "us", or "we") when you use our websites and any and all sub-domains of such websites and our mobile applications ("Site"), as well as when you join JUMP Bikes and use our services ("Services").

This Policy only applies to our Services. The Site may frame or contain references or links to other websites not controlled by us. This Policy does not address the practices of third parties who may collect your information. The information practices of those linked websites are not covered by this Policy, and we encourage you to be very cautious before you disclose your information to others. The links from the Site do not imply our review or endorsement of those third-party services. JUMP Bikes operates a number of programs, but certain programs are operated by third-party vendors ("Operators"). Websites and mobile applications of Operators and third parties, and any collection and use of information by them, are governed by their respective privacy policies.

How We Collect and Use Information

WE COLLECT INFORMATION WHEN YOU USE OUR SERVICES.

You may browse our Site without registering for an account. However, to access certain features of our Site, we require you to register for an account and provide such account information described below (thereafter, a "Member"). Our servers automatically log certain information about your use of our Site, such as your IP address, browser type, operating system, browser language, and service provider. We also collect information about your activities on our Site such as the pages you visit. The first time you visit our Site, we assign you a unique number, which is stored in one or more cookies on your computer's hard drive. These cookies help us distinguish new visitors from returning visitors. If you are a Member or provided other information about yourself (for example, if you send us an email), your cookie ID can be associated with you personally. To learn more about our use of cookies, please see the section entitled "Information Collected by Automated Means" below.

If you are a Member and use our Services, we may collect information about your bicycle rentals (for example, dates, times, locations, trip routes, and mileages). We use this information to provide and improve the Services, bill you, respond to your inquiries, maintain your account with us, and for the other uses described herein.

When you use our mobile application in connection with our Services, we may collect the following data from your mobile device: timestamps, OS names and versions, locations, device identification numbers, application versions, device identifiers, stored cookies information, and contact information. This information is used for delivering the Services, delivering push notifications via your mobile operating system, and displaying to you a map of available bicycles for rent in your area.

Bicycles provided by JUMP Bikes or through an Operator are equipped with Global Positioning System ("GPS") bicycle tracking technology. GPS is a network of satellites that allows us to determine the location (latitude and longitude) of our bicycles. We and our Operators may track or monitor bicycle locations. JUMP Bikes uses this information for a variety of important purposes. We use the GPS data to provide you your trip maps, which you may access in your account. We also use GPS data to help you find a bicycle in your area to rent and for us to locate lost or stolen bicycles. This information is transmitted to JUMP Bikes and the Operator, if applicable, and may be stored indefinitely.

WE COLLECT INFORMATION WHEN YOU SET UP AN ACCOUNT AND FROM OTHER SOURCES.

When you register for an account as a Member, we may collect your name, email address, postal address, telephone number, and other information, including but not limited to demographic information. This information may be used in connection with your use of our Services and may be shared with the applicable Operators in

connection with your use of our Services. You may be required to submit a credit card number to register for our Services. Your credit card information is collected and processed by a third-party vendor, and is not stored or accessible by us or any Operator. We may collect additional information during the account registration process, such as a student identification number or employee identification number. We may also collect information from other sources, which may include: business partners, such as integrated services providers or apps or websites that use our APIs or whose APIs we use, through which you create or access your Member account; marketing service providers; and publicly available sources.

WE DISCLOSE INFORMATION THROUGH YOUR USER PROFILE WHEN YOU USE OUR SERVICES.

If you elect to share your user profile, trip maps, and statistics, your user name and other descriptive information about you that you choose to provide may be visible on your user profile to those Member network friends you have provided access. As a Member you may search for other Members and submit a friend request to other Members. When a friend request is approved by the other Member, you may view the user profile of such Member, and the other Member may view your user profile. Except for information about you that may appear on your user profile, information that you provide to us as part of your registration or that is collected about you through your use of the Services is generally not visible to other Members or to non-members who visit the Site.

OTHER USES OF INFORMATION

We may also use information collected from you for the following general purposes: (1) to fulfill your requests for Services; (2) to manage and improve our Site and Services; (3) to contact you to resolve problems; (4) to send you information about Services including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages; (5) to communicate with you about products and services offered by us and our selected business and marketing partners; (6) to conduct research, testing, and analysis; (7) to detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of JUMP Bikes and others; (8) to make the Site easier to use by reducing the need for you to enter information; and (9) to carry out any other purpose described to you at the time the information was collected.

How We Disclose or Share Information with Others

Except as described in this Policy, we do not rent, sell, or share your information. We do not rent or sell your information to, or share your information with, third parties for third party direct marketing purposes.

We know how important it is to keep your information confidential. We may disclose your information to the applicable Operator and to contractors, advisors, consultants, prospective and current business and marketing partners, and service providers acting on our behalf or under our instructions. For example, we may provide information to such parties to process payments for our services, to conduct surveys on our behalf, or to fulfill your requests for information or service. If you use a system with an Operator, some of the information you supply must necessarily be shared with the Operator (or persons or entities affiliated with such Operator). In addition, we may share your anonymized information for statistical, research, or urban planning purposes, and we may share your information under other circumstances for Members who opt-in.

We may disclose your information in connection with a corporate transaction, proceeding, or reorganization involving the business activities for which the information is maintained. In the event that ownership of JUMP Bikes or its business was to change as a result of a merger, acquisition, or transfer to another company, your information may be transferred. If such a transfer results in a material change in the way your information is used, we will provide notice about the choices you have with respect to such a transfer.

We may disclose your information, including location/GPS data, in response to legal process (for example, a court order, search warrant, or subpoena) or requests from law enforcement authorities, in other circumstances in which we believe the Site, the Services, or our bicycles are being or have been used in violation of the applicable law or otherwise in the commission of a crime, when we have a good faith belief that there is an emergency that poses a threat to the safety of you or another person, or when necessary to protect the rights or property of JUMP Bikes, our agents, Operators, customers, users, or other third parties. We may also share information about you with your consent or at your direction.

Information Collected by Automated Means

When you visit our Site or use our Services, we may collect certain information by automated means about you, and we may associate it with information you provide directly to us. We use various proprietary and third-party technologies to collect information, including cookies and web beacons. Cookies are text files that are placed on your computer's hard drive and that can be used to help recognize you on our Site. Web beacons are small pieces of code placed on web pages that can be used, among other things, to count the users who visit that web page, or to deliver a cookie to the hard drive of a user viewing that page. We may collect information about the location of your device each time you access or use our Site or otherwise consent to the collection of this information. Most web browsers are set to accept cookies by default. You can typically remove or reject cookies by following directions provided in your Internet browser's help file. However, removing cookies may not allow you to take full advantage of all features on the Site. Our Site is not designed to respond to "do not track" signals from browsers.

Location Information

When we have location information, we use it to improve and tailor our Site and Services for you and others. We may collect location information when you are using the mobile application, or even when you are not using the mobile application, if you authorize such collection through your app settings or device permissions. If you initially consent to our collection of location information, you can subsequently stop the collection of this information at any time by changing the preferences on your mobile device. If you do so, our mobile application, or certain features thereof, will no longer function. You may also stop our collection of location information by following the standard uninstall process to remove all of our mobile applications from your device.

Our Policy Regarding Children

Our Services are not intended for users under the age of 13. We do not knowingly collect or solicit information from anyone under the age of 13 or knowingly allow such persons to create an account on the Site or for the Services. If you are under 13, please do not attempt to register or send any information about yourself to us, including your name, address, telephone number, or email address. No one under the age of 13 may provide any information to us. In the event that we learn that we have collected information from a child under age 13 we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under the age of 13, please contact us at privacy@jumpbikes.com.

International Transfer

If you use the Site, your information may be stored or accessed outside of your country of residence, including by our affiliated companies or by third party service providers in the United States. **If you do not wish for your information to be stored or accessed outside of your country of residence you have the option of not using our Site or Services**.

Review of Your Account Information

We provide you the mechanism to review and update your information through the Site. If you are a Member and wish to review or update your account information, please visit the Site and login using the user name and password you created. Then, please select the settings icon on the screen. You can update your basic user information, change your password, change your PIN number for bicycle unlocking and access, and change your privacy settings related to sharing your trip maps and statistics.

We will retain your information for as long as your account is active or as needed to provide you Services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

If you wish to opt-out of receiving promotional or newsletter emails from us, you must follow the instructions in any such promotional or newsletter emails we send to you. If you opt-out, we may still send you other emails, such as emails about your account or our ongoing business relations. You may not opt out completely of receiving

email communications necessary for the operation of your membership unless you decide to terminate your account.

Your California Privacy Rights

Under California law, Members who are residents of California may request certain information about our disclosure of information during the prior calendar year to third parties for their direct marketing purposes. To make such a request, please write to us at the email or postal addresses described in the "Contact Us" section below with the words "California Privacy Rights" in the subject line.

<u>Canada Residents</u>

Under the Personal Information and Electronic Documents Act and related provincial legislation, Members who are residents of Canada have the right, under certain circumstances, to access information we hold about you. Any such access request must be in writing and provided to us at the email or postal addresses described in the "Contact Us" section below with the words "Canada Privacy Rights" in the subject line. Any such access request may be subject to a small statutory fee to meet our costs in providing you with details of the information we hold about you.

<u>Security</u>

We use reasonable efforts to help protect your information against loss, theft, misuse and unauthorized access, alteration, disclosure, or destruction. Please note that no data transmission over the Internet is 100% secure. As a result, we cannot guarantee that your information transmitted through our Site will be absolutely protected. For example, your information may be affected by actions outside of our control, such as computer hacking and physical theft. You acknowledge that you provide your information at your own risk. It is your responsibility to safeguard your password, which you should never disclose to a third party.

Changes to this Privacy Policy

We may change this Policy from time to time, so it is advisable to review it frequently. We will post all changes to this Policy on this page and will indicate the effective date of the modified Policy at the bottom of this Policy, and, in some cases, we may provide you with additional notice (such as adding a statement to our homepage or sending you a notification).

<u>Contact Us</u>

To contact us pursuant to this Policy, please email us at privacy@jumpbikes.com or write to us at the following address: JUMP Bikes, 55 Prospect St., Suite 304, Brooklyn, NY 11201.

Effective as of May 18, 2018.

JUMP's Rental Agreement

Light Electric Vehicle Rental Agreement

Welcome to JUMP! We hope you love participating in our shared mobility program. Please read through this entire Rental Agreement carefully as it contains important information that you should consider before renting a bike, scooter or another type of Light Electric Vehicle.

These terms and conditions are a legal agreement between you ("Member", "Rider", "You", or "Your") and Social Bicycles LLC (collectively, d/b/a JUMP Bikes), subsidiaries of Uber Technologies, Inc., with offices at 55 Prospect St., Ste. 410, Brooklyn, NY 11201 (together with its parents, subsidiaries, and affiliates, "JUMP," "Our", "We", or "Us"), establishing terms and conditions under which You will submit information to, rent a Light Electric Vehicle ("LEV") from, and participate in a LEV sharing program operated by, Us in the United States.

THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, AND ASSUMPTION-OF-RISK PROVISIONS AND A BINDING ARBITRATION AGREEMENT THAT LIMITS YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 6 AND 8 BELOW.

1. General; Service; Rental not purchase; Adult agreement required

We offer a service comprised of an automated self-serve rental system for LEVs, which includes electric and/or non-electric devices, such as scooters and bikes, as well all related equipment, personnel, and information offered by JUMP (collectively, the "Program" or "Service"). The Service also includes maintenance of our LEVs and, where applicable, hub station(s) ("Station(s)") where the LEVs are docked or parked at a designated rack ("Rack") using an electronically controlled lock ("Lock"). In consideration of Your use of the Service, We require that You agree to all the terms and conditions in this Rental Agreement, Liability Waiver, and Release (collectively, the "Rental Agreement" or this "Agreement"). You agree and acknowledge that You are renting the LEV and that ownership of the LEV remains with Us at all times. A valid credit card debit card, or payment method is required to rent a LEV. The LEV may only be rented by persons 18 years of age or older. If a Member falsifies or misrepresents Member's age, Member and his/her legal guardian shall bear full responsibility for all Claims (as defined below) related to

such misrepresentation. Additional requirements for the rental may apply in the location You rent the LEV.

2. Modifications to Agreement

We reserve the right, in Our sole discretion, to unilaterally amend, modify, or change this Rental Agreement (each a "Modification"), at any time and from time to time. Whenever a Modification is made to this Rental Agreement, We will post an updated version of this Rental Agreement on jumpbikes.com and on uber.com (the "Website(s)") and, where the change is material, we will require You to accept the new terms before renting on the Service. By accepting new terms or continuing to use the Service after any Modification is posted, You agree to be bound by such Modification. You agree to carefully review this Agreement on the Website from time to time in order to maintain awareness of all Modifications, and agree that each time you rent a LEV, the then-current version of the

Rental Agreement as posted on the Website will apply.

<u>3. Rental Fees</u>

RETURN OF LEV; CREDIT OR DEBIT CARD AUTHORIZATIONS

We agree to rent to You, and You agree to rent from Us, the LEV(s) through the Service subject to the terms and conditions of this Rental Agreement and in accordance with the rates provided to you before rental or which are available on a website, which are exclusive of any applicable sales taxes and other local government charges where required by law and which may be modified from time to time at Our sole discretion. You understand and agree that the purpose of the Service is to provide short-term access to LEV(s) and that Your use of any one LEV in the Service shall not exceed a continuous 24 hour period. Any LEV not returned within 24 hours will be

deemed stolen or lost. You assume full responsibility for care of the LEV during the period of time You rent the LEV ("Rental Period"). If the LEV is damaged, stolen, or lost during the Rental Period, You shall immediately return any such damaged LEV and/or report any such stolen or lost LEV to Us. You shall compensate Us if the LEV is damaged (excluding damage from normal wear and tear), stolen, or lost during the Rental Period. Amounts due for a damaged, stolen, or lost LEV(s) will be charged to the credit or debit card associated with Your account up to a maximum of \$1,600 per LEV or local currency equivalent. If the LEV is damaged, You will be charged the cost to repair damages, as determined by Us and our affiliates in Our sole discretion, when the damages are reported to or discovered by Us. If the LEV is stolen or lost, You will be charged up to an amount of \$1,600 or local currency equivalent when the theft or loss is reported to or discovered by Us. You hereby authorize Us to charge Your credit or debit card for all fees incurred by You as well as such amounts due in connection with any overdue, damaged, stolen, or lost LEV, and We may, at Our sole discretion, place an authorization hold on Your credit or debit card to cover any such amounts. If You dispute any charge on Your account, then You must contact Us within ten (10)

days of Your receipt of Your statement containing the disputed charge.

4. Commitments to you; Availability of service; State of good repair

(a) No Warranty. The LEV is rented to You AS IS and all Services are provided AS AVAILABLE without any warranty, express or implied, including warranties of merchantability or fitness for any particular purpose.

(b) Availability of Service. We do not guarantee that the Service will be available at all times, as use of the LEV by other Members of the Program, repairs, force majeure events, or other circumstances might prevent Us from providing the Service. Access to LEV(s) is conditioned upon the their availability. We do not guarantee, represent, or warrant the availability of the Service or the availability of any LEV. We may suspend all or part of the Service, may relocate Stations, reduce the number of LEV available for rent, and otherwise operate the Program in Our sole discretion. Members should use the Website or Our mobile application ("Mobile Application") to check the availability of LEV. You agree that We may require You to return a LEV at any time, regardless of the period for

which it was originally rented, and that You shall comply with any such requirement.

5. Your commitments to us; Miscellaneous requirements

(a) Use of the LEV(s). You agree to treat the LEV(s) with due care. You are responsible for loss or damage to the LEV(s) rented by You due to theft, disappearance for known or unknown reasons, or any other cause, other than ordinary wear and tear. Before using a LEV, You shall inspect such LEV for defects and report to Us any such defect prior to the commencement of Your rental, including but not limited to, i) trueness of the wheels; (ii) proper functioning of all brakes and lights; (iii) condition of the frame; (iv) sufficient power charge; and (v) any signs of damage, unusual or excessive wear, or other open and obvious mechanical problems or maintenance need. If you discover a defect before, during, or after Your rental, You agree to report it to us prior to the end of Your rental using the Mobile Application. If You notice a LEV has a defect that in any way may impair Your ability to operate it safely, You must use a different LEV. You should take extra precautions while riding LEVs that are electric or electric-assisted, as accelerating and braking on electric LEVs, among other aspects, differ from doing so on non-electric LEVs.

(b) Locking the LEV(s). If Your LEV has a retractable or removable Lock, You are responsible for securing the LEV to a bicycle rack or other appropriate and lawful location using the Lock to protect against theft of the LEV unless another method of locking is explicitly permitted by the system rules applicable in Your market. You agree to ensure that when a LEV is not in use the retractable or removable Lock is at all times securely attached to the LEV, if removable, and a proper rack or other appropriate and lawful location and not only to the LEV. You shall not leave any LEV unattended at any location at any time for any reason, unless it is secured as specified above. You shall not use any other locking mechanism other than what is provided by JUMP. You shall not lock and/or leave the LEV in a location where it cannot be accessed by JUMP, nor in a location outside the designated service area or in violation of any applicable law.

(c) Returning the LEV(s). Upon the end of the Rental Period, You agree to lock the LEV to a proper rack or other lawful and appropriate location within the JUMP Service areas or, where instructed by JUMP, to return the LEV to

one of the locations listed on the Mobile Application and to secure the LEV to the Rack by the Lock. In the event the Program permits return of the LEV(s) to any rack or place that is not within the Program area, as indicated on the Website or Mobile Application, additional fees may apply and You agree to lock the LEV(s) as specified above. You agree to refer to the Website for further requirements for returning the LEV(s) and to comply with any and all such requirements and instructions.

(d) Collections. All amounts due and payable to Us will be charged to Your credit or debit card, or other payment method available in Your location of booking. In the event that the credit or debit card charges are not paid to Us, other collection procedures will be employed. You agree to pay all of Our costs of collection, including without limitation reasonable attorneys' fees, if You do not pay amounts owed hereunder when due.

(e) Not a Common Carrier. You agree that We are not a common carrier. Alternative means of public and private transportation are available to the general public and to You individually, including public buses and light rail service, taxis, and pedestrian paths. We provide LEV(s) only as a convenience, and the Service is intended for those persons who are able and qualified to operate a LEV on their own and who have agreed to all terms and conditions of this Agreement.

(f) Restricted Uses. You shall not do any of the following acts, or similar acts that may result in a risk, an incident, or damage to You, the LEV or others ("Restricted Uses"):

- Use any LEV if You are younger than 18 years of age or the legal age limit in your location.
- Use any LEV if You exceed the maximum weight limit of the LEV.
- Use any LEV if You have any existing physical or mental condition that would prohibit You from safely operating the LEV.
- Use any LEV if you have a physical condition that puts you at risk when undergoing strenuous physical activity.
- Operate a LEV while carrying any item that impedes Your ability to safely operate the LEV, or while placing any item on the handlebars.
- Operate a LEV while under the influence of alcohol, drugs, or any other substance that impairs Your ability to safely operate the LEV.
- Use any cell phone or mobile electronic device for any use that distracts You from the safe operation of the LEV, including but not limited to phone calls, text messages, or music.
- Allow any other person to use the LEV or allow more than one person to be carried on the LEV.
- Overfill a LEV basket, if applicable, or place objects weighing in total more 20 pounds in the LEV basket, if applicable.
- Violate any applicable (federal, state, or local) law or regulation.
- Operate or use a LEV in any manner during adverse weather conditions that would reasonably prevent a safe operation of the LEV or that would unreasonably hamper normal traffic conditions, including but not limited to hail, dust storms, fog, heavy rains, or lightning storms.
- Ride or operate a LEV that has any defect, fails to operate as a properly functioning LEV, or that is in need of repair.
- Use the LEV if it, or any component of it, appears to be or becomes defective or malfunctions.
- Use the LEV for racing, tricks, jumping, stunt riding, off-road riding, or in any other hazardous manner.
- Tow, pull, carry, or push any person or object with a LEV.
- Remove, dismantle, write on, deface, misuse, or modify any accessories, parts, or components of any LEV.
- Use any LEV without reading and agreeing to the Liability Waiver and Release.

(g) Safe Riding. You agree to always:

• Ride the LEV with caution, and be mindful of the local regulations and rules when riding and parking.

- Abide by all applicable traffic laws in all respects.
- · Yield to pedestrians.
- Ride in the same direction as traffic.
- Wear a helmet while riding.
- Be mindful of others while parking your LEV; use bike racks or park by the curb without blocking traffic.
- Avoid parking adjacent to, or within, a transit zone, loading zone, crosswalk, fire hydrants, entryway, or driveway, or parklet.
- Ensure your LEV is not blocking a sidewalk, pathway, bus stop, crosswalk, or wheelchair ramp.
- Refrain from locking your LEV to a prohibited structure, if when your LEV has a lock.
- Avoid anything that may impede your ability to safely ride, including carrying heavy items, riding in bad weather, or operating an LEV under the influence of drugs or alcohol.

6. Assumptions of risk, release and waiver of liability, and indemnity

In consideration for your participation in the Program and Your use of any of the Services, You hereby freely and voluntarily acknowledge and/or take action for yourself, and on behalf of Your spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executor, administrators, successors and assigns, or anyone else who might claim or sue on Your behalf, as follows:

(a) YOU HEREBY ACKNOWLEDGE AND ASSUME ALL RISKS OF PARTICIPATING IN THIS PROGRAM. YOU acknowledge that operating a LEV is inherently dangerous and carries with it the potential for serious bodily injury, permanent disability, paralysis and death, and property damage and loss. You acknowledge and agree that it is Your responsibility to determine whether You are sufficiently fit and healthy enough to safely participate in the Program, which You elect voluntarily. You have no physical or medical condition that would endanger You or others if You participate in the Program, or would interfere with Your ability to safely participate. You also certify that You have not been advised against cycling or any other activity related to participation in the Program by any health professional. You understand and acknowledge that there may be heavy vehicle and pedestrian traffic. You assume all other risks associated with participation in the Program including without limitation: falls; dangers of collision with vehicles, pedestrians, and fixed objects; dangers arising from surface hazards, equipment design failure, and inadequate safety equipment; hazards posed by vehicles, pedestrians, and other cyclists; and weather conditions. You further acknowledge that these risks include risks that may be the result of the failure and/or design of equipment supplied by, or the negligent acts, omissions and/or carelessness of, the Released Parties (as defined below). You understand that You will be participating in the Program at Your own risk, that You are responsible for the risks of participation in the Program, and that Your participation in the Program is fully voluntary.

(b) You have been advised to wear a protective helmet while participating in the Program. You understand and acknowledge the increased risk for personal injury, permanent disability, paralysis and death due to not wearing a protective helmet. You assume responsibility for any injury, loss, or damage associated with Your choosing not to wear a protective helmet; further, because helmets do not protect against all head injuries, and do not protect against other injuries, You assume responsibility for any injury, loss, or damages associated with Your participation in the Program even if You choose to wear a protective helmet. You also agree to follow the "Rules of the Road": follow and obey all laws and regulations, obey traffic signals and stop signs, ride with traffic, make Your intentions clear to motorists and other road users, ride in a straight line and do not swerve, stay seated while riding (if applicable), signal turns, and check before turning or changing lanes.

(c) You understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs while riding a LEV while consuming or after having consumed alcohol and/or drugs and You recognize that any such consumption of alcohol and/or drugs might impair Your judgment and motor skills. You agree not to use the LEV while under the influence of alcohol and/or drugs, and further assume responsibility for any injury, loss, or damage associated with Your consumption of alcohol and/or drugs.

(d) YOU WAIVE, RELEASE, AND FOREVER DISCHARGE Social Bicycles LLC, it's parents, subsidiaries and affiliates (including, without limitation, Uber Technologies, Inc. and its subsidiaries and affiliates), the Program's sponsors, organizers, promoters, staff, advertisers, volunteers, property owners, administrators, contractors, any and all other vendors and all other individuals or entities involved with the Program, and all state, city, town, county, and other governmental bodies and their elected and appointed officials, officers, employees, agents, and other municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Program takes place, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, board members, shareholders, attorneys, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties") from any and all claims, liabilities of every kind, demands, damages (including without limitation, direct, indirect, incidental, consequential and punitive), losses and causes of action (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent), of any kind or nature (including without limitation, those based in contract, tort, statutory, or other grounds), which You have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, or result from, Your participation in the Program, including death, personal injury, temporary or permanent disability, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions and any claims for medical or hospital expenses, EVEN IF SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS, OMISSIONS, OR THE CARELESSNESS OF THE RELEASED PARTIES AND EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. You expressly waive all rights under California Civil Code Section 1542, and similar laws applicable in other jurisdictions, which provides: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor. Any such release is intended to be a complete and general release of all Claims. The Released Parties may plead such releases as a complete and sufficient defense to any Claim, as direct or intended third party beneficiaries of such releases.

(e) YOU FURTHER COVENANT AND AGREE NOT TO SUE any of the Released Parties for any of the Claims that You have waived, released, or discharged herein.

(f) YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by You or third parties, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees, and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, Your breach or failure to abide by any part of this Waiver, by Your breach or failure to abide by the rules of the Program and/or Your actions or inactions which cause injury or damage to any other person.

(g) You understand that the Program does not provide insurance coverage for damage or injuries incurred during the Program. You agree to be responsible and assume liability for any and all costs incurred as a result of participation in the Program, including without limitation ambulance transport services, hospital stays, medical treatment. You agree to indemnify and hold harmless the Released Parties from all liability for such costs.

(h) You understand that We reserve the right, at Our sole and complete discretion, to deny Your participation in the Program.

(i) FOR THE AVOIDANCE OF DOUBT, YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT WE AND ALL OTHER RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM THAT ARISES OUT OF OR RELATES TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY SERVICE, LEV, OR RELATED INFORMATION, (C) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAW, (D) ANY MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, OR (E) YOUR FAILURE TO WEAR A HELMET WHILE PARTICIPATING IN THE PROGRAM. YOU DO HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT, STATUTORY, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY RELEASED PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE

LOSSES, THAT RESULT FROM PARTICIPATION IN THE PROGRAM OR THE USE OF, OR INABILITY TO USE, THE SERVICES. MOREOVER, IF WE, OR ANY RELEASED PARTY, ARE FOUND TO BE LIABLE FOR ANY CLAIMS ON ANY BASIS, SUCH LIABILITY SHALL BE LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID BY YOU HEREUNDER OR (B) ONE HUNDRED US DOLLARS (\$100).

7. Term and Termination

We may unilaterally terminate Your right to use the Service, in Our sole discretion and without any notice or cause. You may terminate Your use of the Services at any time; provided, however, that (i) no refund will be provided by Us and (ii) You may still be charged any applicable additional fees arising under this Agreement. Sections 3, 4, 5, 6,

7, 8, 9 and 10 shall survive any termination or expiration of this Agreement.

8. Arbitration Agreement

By agreeing to the Agreement, you agree that you are required to resolve any claim that you may have against JUMP, its parents, subsidiaries, and affiliates (including, without limitation, Uber Technologies, Inc. and its subsidiaries and affiliates), on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against JUMP, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against JUMP by someone else.

(a) Agreement to Binding Arbitration Between You and JUMP.

You and JUMP agree that any dispute, claim or controversy arising out of or relating to (a) this Agreement or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and JUMP, and not in a court of law.

You acknowledge and agree that you and JUMP are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and JUMP otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and JUMP each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(b) Rules and Governing Law.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org/arb_ med or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of California.



(c) Process.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration – Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

(d) Location and Procedure.

Unless You and JUMP otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and JUMP submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

(e) Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. JUMP will not seek, and hereby waives all rights JUMP may have under applicable law to recover, attorneys' fees and expenses if JUMP prevails in arbitration.

(d) Fees.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, JUMP will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

(e) Changes.

Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms, if JUMP changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing JUMP written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Social Bycicles, LLC (the name and current contact information for the registered agent in each state are available online here), or (b) by email from the email address associated with your Account to: change-dr@uber. com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and JUMP in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

(f) Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative

basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

<u>9. Miscellaneous</u>

The Rental Agreement constitutes the entire agreement between Member and Us with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral agreements, understandings, representations, and undertakings with respect to the subject matter hereof. The waiver of any term or condition or any breach thereof shall not affect any other term of condition of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its conflicts of laws principles. Termination of this Agreement or your right to use the Service will not relieve You of any payment obligations hereunder. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of any authority having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall remain in full force and effect. We shall not be liable for failure to perform any of Our obligations hereunder for reasons that are beyond Our reasonable control, including, without limitation, fire, flood, earthquake, natural disaster, interruptions in supply, war, embargo, riots, or acts of terrorism.

YOU HEREBY AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE; YOU HAVE THE LEGAL AND MENTAL CAPACITY TO ENTER INTO THIS AGREEMENT; AND YOU HAVE READ AND AGREED TO THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY ACCEPT ITS TERMS.

Uber's U.S. Terms of Use

Effective: December 13, 2017

1. Contractual Relationship

These Terms of Use ("Terms") govern your access or use, from within the United States and its territories and possessions, of the applications, websites, content, products, and services (the "Services," as more fully defined below in Section 3) made available in the United States and its territories and possessions by Uber USA, LLC and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, "Uber"). PLEASE READ THESE TERMS CAREFULLY, AS THEY CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND UBER. In these Terms, the words "including" and "include" mean "including, but not limited to."

By accessing or using the Services, you confirm your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Uber may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH UBER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Supplemental terms may apply to certain Services, such as policies for a particular event, program, activity or promotion, and such supplemental terms will be disclosed to you in separate region-specific disclosures (e.g., a particular city webpage on Uber.com) or in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s). Supplemental terms terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Uber may amend the Terms from time to time. Amendments will be effective upon Uber's posting of such updated Terms at this location or in the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. If Uber changes these Terms after the date you first agreed to the Terms (or to any subsequent changes to these Terms), you may reject any such change by providing Uber written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Uber USA, LLC (the name and current contact information for the registered agent in each state are available online here), or (b) by email from the email address associated with your Account to: change-dr@uber.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to these Terms. By rejecting changes, you are agreeing that you will continue to be bound by the provisions of these Terms as of the date you first agreed to the Terms (or to any subsequent changes to these Terms).

Uber's collection and use of personal information in connection with the Services is described in Uber's Privacy Statements located at www.uber.com/legal/privacy.

2. Arbitration Agreement

By agreeing to the Terms, you agree that you are required to resolve any claim that you may have against Uber on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against Uber, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against Uber by someone else.

Agreement to Binding Arbitration Between You and Uber.

You and Uber agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between you and Uber, and not in a court of law.

You acknowledge and agree that you and Uber are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and Uber otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and Uber each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

Rules and Governing Law.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of California.

Process.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration – Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an Arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the Arbitrator in accordance with the AAA Rules.

Location and Procedure.

Unless you and Uber otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Uber submit to the Arbitrator, unless you request a hearing or the Arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the Arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. The Arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by

the claimant's individual claim. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Uber will not seek, and hereby waives all rights Uber may have under applicable law to recover, attorneys' fees and expenses if Uber prevails in arbitration.

Fees.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Uber will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes.

Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms, if Uber changes this Arbitration Agreement after the date you first agreed to the Terms (or to any subsequent changes to the Terms), you may reject any such change by providing Uber written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. This written notice must be provided either (a) by mail or hand delivery to our registered agent for service of process, c/o Uber USA, LLC (the name and current contact information for the registered agent in each state are available online here), or (b) by email from the email address associated with your Account to: change-dr@uber.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Uber in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms (or to any subsequent changes to the Terms).

Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

3. The Services

The Services comprise mobile applications and related services (each, an "Application"), which enable users to arrange and schedule transportation, logistics and/or delivery services and/or to purchase certain goods, including with third party providers of such services and goods under agreement with Uber or certain of Uber's affiliates ("Third Party Providers"). In certain instances the Services may also include an option to receive transportation, logistics and/or delivery services for an upfront price, subject to acceptance by the respective Third Party Providers. Unless otherwise agreed by Uber in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use. YOU ACKNOWLEDGE THAT YOUR ABILITY TO OBTAIN TRANSPORTATION, LOGISTICS AND/OR DELIVERY SERVICES THROUGH THE USE OF THE SERVICES DOES NOT ESTABLISH UBER AS A PROVIDER OF TRANSPORTATION, LOGISTICS OR DELIVERY SERVICES OR AS A TRANSPORTATION CARRIER.

License.

Subject to your compliance with these Terms, Uber grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Uber and Uber's licensors.



Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Uber; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Provision of the Services.

You acknowledge that portions of the Services may be made available under Uber's various brands or request options associated with transportation or logistics, including the transportation request brands currently referred to as "Uber," "uberX," "uberXL," "UberBLACK," "UberSELECT," "UberSUV" and "UberLUX" and the logistics request products currently referred to as "UberRUSH," and "UberEATS." You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Uber's subsidiaries and affiliates; or (ii) independent Third Party Providers, including Transportation Network Company drivers, Transportation Charter Permit holders or holders of similar transportation permits, authorizations or licenses.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Uber does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Uber does not endorse such third party services and content and in no event shall Uber be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

Ownership.

The Services and all rights therein are and shall remain Uber's property or the property of Uber's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Uber's company names, logos, product and service names, trademarks or services marks or those of Uber's licensors.

4. Access and Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account, unless a specific Service permits otherwise. Account registration requires you to submit to Uber certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method supported by Uber. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access or use the Services. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Uber in writing, you may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your

Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity or other method of identity verification to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity or other method of identity verification.

Text Messaging and Telephone Calls.

You agree that Uber may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an Uber account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from Uber at any time, either by texting the word "STOP" to 89203 using the mobile device that is receiving the messages, or by contacting help.uber.com. If you do not choose to opt out, Uber may contact you as outlined in its User Privacy Statement, located at www.uber.com/legal/privacy.

User Provided Content.

Uber may, in Uber's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Uber through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to Uber, you grant Uber a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Uber's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Uber the license to the User Content as set forth above; and (ii) neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Uber's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Uber in its sole discretion, whether or not such material may be protected by law. Uber may, but shall not be obligated to, review, monitor, or remove User Content, at Uber's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Uber does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

5. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). Uber will receive and/or enable your payment of the applicable Charges for services or goods

obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, tolls, and/or surcharges including a booking fee, municipal tolls, airport surcharges or processing fees for split payments. Please visit www.uber.com/cities for further information on your particular location.

All Charges and payments will be enabled by Uber using the preferred payment method designated in your Account, after which you will receive a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Uber may use a secondary payment method in your Account, if available. Charges paid by you are final and non-refundable, unless otherwise determined by Uber.

As between you and Uber, Uber reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Uber's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Uber will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Uber may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for Services at any time prior to the commencement of such Services, in which case you may be charged a cancellation fee on a Third Party Provider's behalf. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback. Uber may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any Third Party Providers or other third parties.

In certain cases, with respect to Third Party Providers, Charges you incur will be owed directly to Third Party Providers, and Uber will collect payment of those charges from you, on the Third Party Provider's behalf as their limited payment collection agent, and payment of the Charges shall be considered the same as payment made directly by you to the Third Party Provider. In such cases, you retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods, and Charges you incur will be owed to the Third Party Provider. Uber will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good. This payment structure is intended to fully compensate a Third Party Provider, if applicable, for the services or goods obtained in connection with your use of the Services. In all other cases, Charges you incur will be owed and paid directly to Uber or its affiliates, where Uber is solely liable for any obligations to Third Party Providers. In such cases, you retain the right to request lower Charges from Uber for services or goods received by you from a Third Party Provider at the time you receive such services or goods, and Uber will respond accordingly to any request from you to modify the Charges for a particular service or good. Except with respect to taxicab transportation services requested through the Application, Uber does not designate any portion of your payment as a tip or gratuity to a Third Party Provider. Any representation by Uber (on Uber's website, in the Application, or in Uber's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Uber provides any additional amounts, beyond those described above, to a Third Party Provider you may use. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary.

Repair, Cleaning or Lost and Found Fees.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Repair or Cleaning request is verified by Uber in Uber's reasonable discretion, Uber reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning using your payment method designated in your Account. Such amounts, as well as those pertaining to lost and found goods, will be transferred by Uber to a Third Party Provider, if applicable, and are non-refundable.

The amounts related to repair, cleaning or lost & found fees applicable in Puerto Rico may be found at https:// www.uber.com/es-US/blog/puerto-rico/puerto-rico-terminos-y-condiciones/ and may be updated from time to time solely by Uber.

6. Disclaimers; Limitation of Liability; Indemnity.

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." UBER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, UBER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. UBER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY.

UBER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF UBER, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UBER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND UBER'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH SOME REQUEST PRODUCTS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT UBER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, UBER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON UBER'S CHOICE OF LAW PROVISION SET FORTH BELOW.

Indemnity.

You agree to indemnify and hold Uber and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Uber's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

7. Other Provisions



Choice of Law.

These Terms are governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any conflict of law principles, except as may be otherwise provided in the Arbitration Agreement above or in supplemental terms applicable to your region. However, the choice of law provision regarding the interpretation of these Terms is not intended to create any other substantive right to non-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions, and except as otherwise provided in Section 2 of these Terms, are only intended to specify the use of California law to interpret these Terms and the forum for disputes asserting a breach of these Terms, and these provisions shall not be interpreted as generally extending California law to you if you do not otherwise reside in California. The foregoing choice of law and forum selection provisions do not apply to the arbitration clause in Section 2 or to any arbitrable disputes as defined therein. Instead, as described in Section 2, the Federal Arbitration Act shall apply to any such disputes.

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Uber's designated agent. Please visit Uber's web page at https://www.uber.com/legal/intellectual-property/copyright/global for the designated address and additional information.

Notice.

Uber may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, telephone or text message to any phone number provided in connection with your account, or by written communication sent by first class mail or pre-paid post to any address connected with your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or telephone). You may give notice to Uber, with such notice deemed given when received by Uber, at any time by first class mail or pre-paid post to our registered agent for service of process, c/o Uber USA, LLC. The name and current contact information for the registered agent in each state are available online here.

General.

You may not assign these Terms without Uber's prior written approval. Uber may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Uber's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Uber or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Uber's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber in writing. This provision shall not affect the Severability and Survivability section of the Arbitration Agreement of these Terms.
JUMP's Terms of Service

Acceptance of Terms

Welcome to the services provided by Social Bicycles Inc. (also doing business as JUMP Bikes and a wholly owned subsidiary of Uber Technologies, Inc.), and any of its parent, subsidiary, successor, and affiliated companies ("JUMP Bikes", "we", or "us"). These terms and conditions ("Terms of Service") govern your access to and use of the JUMP Bikes services, including our various websites and mobile applications (collectively, the "Website"). By using or accessing our Website or registering for an account for use of a bicycle rental service (the "Service") with JUMP Bikes or with any of our third-party vendor partners ("Operators"), you agree that you have read, understand, and accept the Terms of Service and you agree to be bound by the Terms of Service and all other terms, policies, and guidelines incorporated in the Terms of Service by reference (collectively, the "Agreement").

IF YOU DO NOT AGREE TO THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER SPECIFIED HEREIN, YOU SHOULD NOT USE OUR WEBSITE OR SERVICE IN ANY WAY. THE USE OF OUR WEBSITE OR SERVICE IS OFFERED TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THIS AGREEMENT.

Modifications of Agreement

We reserve the right to change or modify any of the terms and conditions contained in this Agreement at any time, in our sole discretion, by posting changes on the Website (or such other URL that we may provide from time to time). In some cases, we may provide additional notice to you, such as via our Service or to an email address you have provided to us. Your continued use of any part of the Service or Website following the posting of such changes or modifications will constitute your acceptance of such changes or modifications. IT IS THEREFORE IMPORTANT THAT YOU REVIEW THIS AGREEMENT REGULARLY.

Registration

To create and register for an account with JUMP Bikes, you must complete the registration process on the Website (or such other URL that JUMP Bikes may provide or that an Operator may provide for the Service run by such Operator in your area) by providing us with current, complete, and accurate information. Upon registration for an account with JUMP Bikes through our Website (thereinafter, a "Member" and collectively with other JUMP Bikes account holders, "Members"), you will be required to provide us with your email address and select a password. You must update your account information so that it remains current, complete, and accurate at all times. You understand that you are solely responsible for maintaining the confidentiality of your password and that you shall be solely and fully responsible for all activities that occur under your username and password. JUMP Bikes recommends that you change your password every ninety (90) days. JUMP Bikes shall not be responsible for any loss, claim, or other liability that may arise from the unauthorized use of any password. You agree to immediately notify us of any unauthorized use of your password or username or any other breach of security by emailing us at info@jumpbikes.com. If a password is lost or stolen, it is your responsibility to change the password, and immediately notify us, so that your account remains both secure and functional.

Bicycle Rental Agreement

If you wish to rent a bicycle through the Service from JUMP Bikes or an Operator in your area, you are required to review and accept the Rental Agreement and Liability, Waiver, and Release (collectively, the "Bicycle Rental Agreement") applicable to JUMP Bikes or such Operator. You can access the applicable Bicycle Rental Agreement at any time by clicking on the link identified as "Bicycle Rental Agreement" which can be found on the "Networks" page of your profile.

<u>Payment</u>

We shall charge you for the rental services provided to you by JUMP Bikes or the Operator, as applicable. You agree

that you will pay for all rental services you purchase from JUMP Bikes or the Operator, and that we may charge your credit or debit card account as provided by you when registering for the Service for the rental services (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing us with a valid credit or debit card account for payment of all fees at all times. Payments made are only refundable at the sole discretion of JUMP Bikes. We may also, at our sole discretion, place an authorization hold on Your credit or debit card to cover any fees, damages, or other such amounts that may arise.

We use a third-party payment processor (the "Payment Processor") to link your credit or debit card account to the Website and the Service. The processing of payments or credits, as applicable, in connection with your use of rental services will be subject to the terms, conditions, and privacy policies of the Payment Processor and your credit or debit card issuer in addition to this Agreement. We are not responsible for any errors by the Payment Processor.

Trip Maps and Statistics

As a Member, you may view your trip maps and statistics on your user profile. Your trip statistics may include miles traveled, CO2 reduced, calories burned, and dollars saved. You may share your trip maps and statistics with friends you have approved to view your trip maps and statistics on your user profile. You may add friends to your account by importing them from certain of your third-party accounts such as Facebook or Twitter, or by searching for other Members in your network area. By designating friends on your account, you agree that we may display publicly your trip maps and statistics to such friends. You may disable this sharing feature and not disclose certain individual trip maps or statistics.

You may also share your own trip maps and statistics via certain third-party sites such as Facebook or Twitter or by email. Your use of those third-party services are subject to the terms and conditions of those third party sites, and we disclaim all liability related to your sharing your trip maps or statistics in connection with any third party service. Although we will strive to track and display information about you in your user profile accurately, we disclaim any liability for any errors or inaccuracies in any statistics displayed on your user profile or in the shared trips and statistics.

<u>Other Cites</u>

Our Website may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not provide any representations or warranties about the products or offerings of any of these businesses or individuals, or the accuracy of the content of their websites. We do not assume any responsibility or liability for the actions, product, and content of any such websites. Before you use any third-party website, you should review the applicable terms of use and policies for such websites. The inclusion of a link in any of our Websites does not imply our endorsement of such third-party website. If you decide to access any such linked websites, you do so at your own risk.

Interation with Other JUMP Bikes Members

You acknowledge that we have no screening policy, and that anyone who creates a valid account will become a Member without any review or approval by us. Provided, however, JUMP Bikes or an Operator may in their respective sole discretion terminate an account for any reason. You are solely responsible for your interactions with other Members that occur as a result of the Website or Service and any communications with other individuals in connection with the Website are at your own risk. We disclaim all liability for any actions of other Members. Please use your discretion when deciding whether to share any of your personal information to another Member.

Prohibited Conduct

The Website may not be used in connection with any commercial purposes, except with the express written

consent of JUMP Bikes. You may link to the home page of our Website, but any unauthorized framing of or linking to our Website, or any Content (as defined below) therein, is prohibited.

Placement of commercial advertisements, affiliate links, and other forms of solicitation by you are prohibited and may be removed from your user profile without notice and may result in termination of your account.

You shall not, directly or indirectly, take or authorize or encourage any third party to take any fraudulent action in the use of the Website or Service, nor shall you engage in any activity that interferes with, disrupts, or interacts in an unauthorized manner with the Website or Service. Without limiting the generality of the foregoing, you may not attempt to override or circumvent any security components and usage rules of the Website. You are prohibited from engaging in any hacking, cracking, or other means of obtaining access to any other Member's information or other data or communications not intended for you. We may terminate your account at any time for any reason, including without limitation, such fraudulent or unauthorized activity, in our sole discretion.

You further agree not to:

- use the Service or Website to engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- use or attempt to use another Member's account with or on the Service or Website without authorization from that Member and JUMP Bikes;
- use the Service or Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or Website, or that could damage, disable, overburden, or impair the functioning of the Services or Website in any manner;
- reverse engineer any aspect of the Service or Website or do anything that might lead to the discovery of source code or bypass or circumvent measures employed to prevent or limit access to any part of the Service or Website;
- attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Service or Website that you are not authorized to access;
- use the Service or Website to solicit passwords or personally identifying information for commercial or unlawful purposes from other Members;
- use the Service or Website to provide any telephone numbers, street addresses, last names, or email addresses of anyone other than your own (and we strongly advise you not to post your own and to communicate such information in private messages to other Members only at your own risk);
- use the Service or Website to transmit "junk mail," "chain letters," unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- perform data mining or other extraction methods on the Service or Website;
- use the Service or Website for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates this Agreement; or
- use the Service or Website to post or otherwise transmit Prohibited Content (as defined below).

<u>Content</u>

You are solely responsible for any Content that you may upload, post, transmit or otherwise make available via the Website. JUMP Bikes does not control the Content posted via the Website and, as such, we do not guarantee the accuracy, integrity, or quality of such Content. You understand that by using the Website, you may be exposed to Content that you deem offensive or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, or otherwise made available via the Website.

PROHIBITED CONTENT

You are strictly prohibited from posting or otherwise transmitting information, data, text, software, music, sound, photographs, graphics, videos, messages, tags, or other materials ("Content") that is Prohibited Content. "Prohibited Content" includes Content that:

- is insulting, harassing, abusive, bullying, threatening, demeaning, or otherwise promotes violence against an individual, organization, or particular group, including, without limitation, individuals or groups identified by their race, sex, creed, age, color, national origin, religious affiliation, marital status, gender identity, language, sexual orientation, or handicap;
- contains profanity, adult content, nudity, or sexually suggestive text, images, activities, or situations;
- is obscene, shocking, sensational, disrespectful, or receives a significant amount of negative user feedback, or otherwise violates our community standards, in our sole discretion;
- promotes or facilitates the sale or consumption of illegal or recreational drugs or drug paraphernalia, firearms, or ammunitions;
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, without limitation, making or buying illegal or
- · counterfeit products, violating someone's privacy, or providing or creating computer viruses;
- infringes upon or violates the rights of any third party, including without limitation, copyright, trademark, privacy, publicity, or other personal or proprietary rights;
- is or promotes information that you know is false, misleading, defamatory, slanderous, or libelous;
- contains restricted or password-only access pages or hidden pages or images (those not linked to or from another accessible page);
- involves commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- · contains a virus or other harmful component; or
- is, in our sole judgment, objectionable or restricts or inhibits any other person from using or enjoying our Service, or that may expose JUMP Bikes or others to any harm or liability of any type.

LICENSE TO YOUR CONTENT

By posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "posting") any Content on or through our Website, you hereby grant to JUMP Bikes a non-exclusive, fully-paid, perpetual, royalty-free, irrevocable, sub-licensable, worldwide license for the duration of copyright in your Content, to use, copy, modify, adapt, translate, create derivative works, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such Content on and through our Website, in print, or in any other format or media now known or hereafter invented, without any obligation of notification, compensation, attribution, or consent. If you wish to remove any Content from the Website, your ability to do so may depend on the type of Content, the location and manner of posting, and other factors. You may contact us at info@jumpbikes.com to request the removal of certain Content, we may choose whether or not to do so in our sole discretion, and we make no guarantee as to the complete deletion of any such Content and copies thereof. In any case, a back-up or residual copy of any Content posted by you may remain on our servers after the Content appears to have been removed from our Websites, and we retain all rights granted in this paragraph to all such remaining copies.

We do not claim ownership rights in any Content you post on or transmit through the Website. Subject to the license above, as between JUMP Bikes and you, you will retain all intellectual property rights that you may have in any Content that you post on or transmit through the Website. You represent and warrant that: (i) you own all right, title, and interest in all Content posted by you on or through our Website, or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Content on or through our Website does not violate the privacy rights, publicity rights, copyrights, trademarks, patents, trade secrets, contract rights,

confidentiality, any other rights of any third party, or any terms of this Agreement.

Limited License

Our Website contains Content of JUMP Bikes ("JUMP Bikes Content"), and may contain Content of Operators or third-party licensors to JUMP Bikes (including Content provided by you and other users of our Website, as described above), which is protected by copyright, trademark, patent, trade secret, and other laws. We own and retain all rights, title, and interest in the JUMP Bikes Content. We hereby grant to you a non-exclusive, limited, revocable, non-sublicensable license to reproduce and display a single copy of the JUMP Bikes Content (excluding any software code therein) solely for your personal, non-commercial use in connection with viewing our Website and using the features that appear on the Website. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through our Website. Any use of the JUMP Bikes Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark and other intellectual property laws.

Copyright Policy

We have a policy of limiting access to our Website and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Website infringes any copyright that you own or control, you may notify JUMP Bikes's Designated Agent as follows:

Address: JUMP Bikes 55 Prospect St., Suite 304 Brooklyn, NY 11201 E-Mail Address: copyright@jumpbikes.com

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Website is infringing, you may be liable to JUMP Bikes for certain costs and damages.

Privacy Policy

Please review our Privacy Policy to learn how we collect, use, and disclose information about you.

International Use

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data or personal information exported from the United States or the country in which you reside.

Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE AND SERVICE IS AT YOUR SOLE RISK. THE WEBSITE AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JUMP BIKES PARTIES AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, OPERATORS, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "JUMP BIKES PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO OUR WEBSITE AND SERVICE, AND ANY THIRD-PARTY WEBSITES WITH WHICH THEY ARE LINKED. THE JUMP BIKES PARTIES MAKE NO WARRANTY: (I) THAT THE WEBSITE OR SERVICE OR THE FEATURES OFFERED ON THE WEBSITE OR SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES); (II) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, SERVICE, OR RIDER STATISTICS WILL MEET ANY

EXPECTED, IMPLIED, OR STATED SERVICE LEVEL OR AVAILABILITY; AND (III) THAT THE QUALITY OF THE BICYCLES, CONTENT, PRODUCTS, SERVICES, INFORMATION, OR ANY MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE OR SERVICE WILL MEET YOUR EXPECTATIONS. WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Limitation of Liability

IN NO EVENT WILL THE JUMP BIKES PARTIES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, LOST INCOME, REVENUE, OR PROFITS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE USE OF THE WEBSITE, THE SERVICE, OR ANY WEBSITE WITH WHICH THEY ARE LINKED, EVEN IF JUMP BIKES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE JUMP BIKES PARTIES' AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO JUMP BIKES FOR THE SERVICE IN THE TWELVE MONTHS PRIOR TO THE CLAIM. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN CERTAIN JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU; ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

Indmenity

You agree to indemnify, defend, and hold harmless the JUMP Bikes Parties from and against any and all claims, liabilities, penalties, settlements, judgments, and fees (including reasonable attorneys' fees) arising from (a) any information that you or anyone using your account may submit or access in the course of using the Website or Service; (b) your breach of any representation or warranty in, or violation of, the terms of this Agreement or any agreement or other instrument with a third party applicable to you; and (c) any disputes between you and any other Member.

Modification and Discontinuation

We reserve the right at any time to modify, edit, delete, suspend, or discontinue, temporarily or permanently, our Website or Service (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension, or discontinuance of the Website or Service.

Termination of Account

We have the right in our sole discretion to restrict, suspend, or terminate your account, or your access to all or any part of the Website and/or Service at any time, for any or no reason, with or without prior notice, and without liability. You may choose to terminate your membership at any time by notifying us by email at info@jumpbikes. com.

Please allow us sufficient time to process termination requests. Following the cancellation or termination of your account by you or by JUMP Bikes for any reason, JUMP Bikes will have no further obligation to save your user profile, communications via the Website, or any of your settings, information, or Content you have posted on or transmitted through the Website. You acknowledge and agree that we have the right, but not the obligation, to delete any of your account information or other Content following termination.

Waiver and Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. Our acquiescence in the breach of a provision of this Agreement or failure to act upon such breach does not waive our right to act with respect to subsequent or similar breaches. Likewise, our delay or failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Choice of Law and Forum

This Agreement and the relationship between you and JUMP Bikes shall be interpreted in accordance with the laws of the State of New York without regard to conflict of laws principles. Any Dispute between the parties that is not subject to arbitration will be resolved in the small claims, state, or federal courts, as applicable, with jurisdiction over New York County, New York.

Binding Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH JUMP AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Certain portions of this section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and JUMP Bikes agree that JUMP Bikes intends that this section satisfies the "writing" requirement of the Federal Arbitration Act.

To the fullest extent permitted by applicable law, you or JUMP Bikes may elect to have any controversy, allegation, or claim arising out of or relating to this Agreement or the Service, including but not limited to claims for indemnification, ontribution, or cross-claims in a pending action involving one or more third parties (collectively, a "Dispute") – but excluding Disputes in which You or JUMP Bikes seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property ("Excluded Disputes") – finally and exclusively resolved by binding arbitration before a sole arbitrator under the rules and regulations of the American Arbitration Association. If an in-person arbitration rules or laws require the arbitration to be conducted in New York County, New York; but if the applicable arbitration rules or laws require the arbitration to be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration, we shall have the right to elect to proceed to arbitration in such location. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. The parties will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this section to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT (I) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND UNDERSTAND THAT, ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.



Entire Agreement

This Agreement and any applicable Bicycle Rental Agreement constitutes the entire agreement between you and JUMP Bikes and governs your use of the Website and Service, superseding any prior agreements between you and JUMP Bikes with respect to the Website or Service.

<u>Survival</u>

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder, including but not limited to the provisions relating to Indemnity, Disclaimer of Warranties, and Limitation of Liability, shall so survive the completion of the performance, cancellation, or termination of this Agreement.

Effective as of May 18, 2018.

K2) Provide screen shots of all locations where these provisions would be shared with customers, including the method for obtaining user acknowledgement/agreement.

The privacy policies for Uber and can be found on the JUMP and Uber websites as stated in the section above and shown below in the screen shots of the websites.

Uber Privacy Policy webpage: privacy.uber.com/policy/



JUMP Privacy Policy webpage: jump.com/privacy



JUMP Rental Agreement webpage: jump.com/rental-agreement





Uber Terms of Service webpage: <u>uber.com/legal/terms/us</u>

Uber	Drive	Ride	Business	More		Login	Sign up	
United States	•							
Legal U.S. Terms of Use	7				Terms	1		
Effective: December 13, 20: 1. Contractual Relations	nip				Privac	у.	~	
These Terms of Use ("Term its territories and possessio	ns, of the appli	cations, webs	Uber fo	Uber for Business				
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JUMP Terms of Service webpage: jump.com/terms

f	Y	0	JUMP	Partner	Cities	
		ACCEPTAN Terms	VECOF Welcome to the services provided by Social Bicycles Inc. (also doing business a wholly owned subsidiary of Uber Technologies, Inc.), and any of its parent, s successor, and affiliated companies ("JUMP Bikes", "we", or "us"). These term ("Terms of Service") govern your access to and use of the JUMP Bikes service various websites and mobile applications (collectively, the "Website"). By usin Website or registering for an account for use of a bicycle rental service (the "B Bikes or with any of our third-party vendor partners ("Operators"), you agree to understand, and accept the Terms of Service and you agree to be bound by t and all other terms, policies, and guidelines incorporated in the Terms of Servic (collectively, the "Agreement").	subsidiary, as and conditions s, including our ag or accessing our Service") with JUMF that you have read, he Terms of Service	•	
			EE TO THIS AGREEMENT, INCLUDING THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION W LD NOT USE OUR WEBSITE OR SERVICE IN ANY WAY. THE USE OF OUR WEBSITE OR SERVICE IS OFFERED			

Uber's privacy policy can also be found within the Uber and JUMP mobile apps as shown below.

Uber app

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JUMP app

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LEV Rental Agreement	>
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The rental agreement for JUMP can be found on JUMP's website as stated in the section above. JUMP's rental agreement can also be within the mobile app as shown below. The user must agree to the rental agreement after signing up or into their account and before they reserve or use a JUMP vehicle. Users can also find this rental agreement at anytime while using the app as shown below.

After signing up for JUMP and before riding (Uber and JUMP apps)

← JUMP rental agreement Before using JUMP, you must agree to the JUMP scooter rental agreement. BEFORE YOU TAP "ACCEPT" BELOW, PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. These terms and conditions are a legal agreement between you ("Member", "Rider", "You", or "Your") and Social Bicycles Inc., with offices at 55 Prospect
Before using JUMP, you must agree to the JUMP scooter rental agreement. BEFORE YOU TAP "ACCEPT" BELOW, PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. These terms and conditions are a legal agreement between you ("Member", "Rider", "You", or "Your")
Before using JUMP, you must agree to the JUMP scooter rental agreement. BEFORE YOU TAP "ACCEPT" BELOW, PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. These terms and conditions are a legal agreement between you ("Member", "Rider", "You", or "Your")
scooter rental agreement. BEFORE YOU TAP "ACCEPT" BELOW, PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. These terms and conditions are a legal agreement between you ("Member", "Rider", "You", or "Your")
THIS DOCUMENT CAREFULLY. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. These terms and conditions are a legal agreement between you ("Member", "Rider", "You", or "Your")
between you ("Member", "Rider", "You", or "Your")
St., Ste. 304, Brooklyn, NY 11201 ("Our", "We", or "Us"), establishing terms and conditions under which You will submit information to, rent bicycle(s) from, and participate in a bicycle sharing program operated by Us.
1. General: Service: Rental Not Purchase: Adult
Agree and continue

Anytime in the JUMP app





In some cities, including San Francisco, we notify new users that we share geolocation data with the local regulator that exceeds our standard Privacy Policy.



The terms of service can be found on the JUMP and Uber websites as stated in the section above. Uber's terms of service can also be found within the Uber and JUMP mobile apps as shown below.

Uber app

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LEV Rental Agreement	>
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L. Images and Description of Powered Scooter

Provide images and description of powered scooter.

Please note that the visual nature and technical specifications of the scooter we intend to launch for our San Francisco operation is subject to change, pending an in-person demo and explicit approval from the SFMTA.

JUMP Scooter v2 Specification Sheet

JUMP's powered scooter unit comes standard equipped with the following:

Specifications		Features	
Frame:	Aluminum alloy	Max Speed:	15 mph
Motor:	350W	Max Loading:	100kg
Brakes:	Electronic (front), mechanical	Climb angle:	15°
	drum brake by fender (rear)	Handlebar display:	LED screen
Wheels/Tires:	10" (front), 10" (rear)	Shock absorption:	Coil spring
	solid core tires	Glide to Start:	Motor engage over 3km/h
Front Light:	LED white	Bluetooth:	Bluetooth 4.0
Rear Light:	2x LED red, always on, flash		
	during brake	Charger	42V/2A
Power:	Lithium-Ion battery pack -	Certifications:	UL/FCC/CE
	461Wh	Charging time:	Approximately 5 hours
BMS:	Over-heating, undercooling,		
	short circuit, over-current and	Dimensions	
	over-charge protection	Length: 114cm	Width: 48cm
		Height: 120cm	Weight: 21kg

Communications module

2G/3G cellular modem Accelerometer/Gyroscope Active GPS





M. Images and Description of Mobile Application

Provide images and description of mobile application.

JUMP scooters are available through the Uber app, and we also maintain a standalone JUMP app currently available for scooters. Here are the key functionalities applicable to both the Uber and JUMP apps:

Onboarding. A first-time user either downloads the Uber or JUMP app and will enter their phone number to begin the sign-up process. After they finish the sign-up process they can begin to search for vehicles. If a user already has the Uber app, they can open the app and switch the mode of transport to "Bike & Scooter."

Uber app



Payment and Rental Agreement. JUMP users can provide their credit card information in either the JUMP or Uber app, and their preferred payment method is charged after each ride. When a first time user selects a nearby scooter and chooses a payment method, the JUMP Rental Agreement appears in both the Uber and JUMP apps. The user is required to read and accept the agreement.

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JUMP app

Safety and parking instructions. Before taking their first ride, all users must review instructions on how to ride safe and park responsibly. Users can also view the safety tips at anytime by tapping the safety shield button found at the bottom-right corner of both the Uber and JUMP apps. These safety tips include riding in bike lanes, wearing a helmet and parking at bike racks.



be updated to include lock-to instructions by mid-October.

Starting a ride. Users can pan the map to look for the closest vehicle; the app also displays the battery range for each vehicle and confirms rental fees prior to the user booking a ride. Users can either reserve vehicles ahead of time or walk up to a vehicle to rent using a QR code.



On the ride. Once users start their ride, the app shows the current ride time, no parking zones, the battery range of the scooter, and how to park and lock the scooter upright. Riders can also pause the trip using the app if needed.



Please note that this screen will be updated to include lock-to instructions by mid-October.

Ending the ride. To end the ride, the app will remind the user where to park and will notify the user if they are located in a no-parking zone or outside the service area. Also, the app will prompt the user to take a photo of their correctly parked scooter prior to having the ability to end a ride.



App Accessibility

The Uber app is monitored and tested regularly by internal resources and by AudioEye, Inc., a third party provider of Accessibility testing and monitoring. This ongoing process includes regular updates and releases that improve access and usability for app users.

User Testing

JUMP and Uber's software development teams have robust testing procedures that are part of our engineering and product release cycles. Before each public feature is released, our Quality Assurance team tests end to end functionality and our mobile apps are subject to Apple App Store and Google Play reviews.

N. Proof of Insurance

Attach a certificate of insurance, as well as an endorsement of additional insured, per requirements set forth in Appendix B. If you have not yet purchased insurance meeting these specifications, supply a statement of intent to obtain this insurance in advance of being issued a permit. The SFMTA will require certificates of insurance as well as an endorsement of Commercial General Liability and Commercial Automobile Liability insurance showing the City as an additional insured before issuing a permit to accepted applicants.

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Social Bicycles LLC DBA JUMP B									
The carrier will provide a 30 Day N	lotice of Can	ellati	on per attached form.						
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San Francisco Mu Powered Scooter S Attn: Adrian Leung	Share Progr	sport am	ation Agency	THE	EXPIRATION ORDANCE WI	I DATE THE TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

DESIGNATED ENTITY - NOTICE OF CANCELATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancelation: 30

Person or Organization:

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY POWERED SCOOTER SHARE PROGRAM

Address:

ATTN: ADRIAN LEUNG 1 SOUTH VAN NESS AVENUE, 7TH FLOOR SAN FRANCISCO, CA 94103

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancelation in the schedule above, we will mail notice of cancelation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancelation in the schedule above before the effective date of cancelation.

PC 009 05 10

INSURED COPY



Name Of Person Or Organization:

Any person or organization as required by contract or agreement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Workers Compensation (Statutory) Employers Liability

SCHEDULE

Name Of Person Or Organization:

The City and County of San Francisco and SFMTA, its Officers, Agents, Employees, and Subcontractors

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 05 09

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MWZY 313794 Uber Technologies, Inc. 07/01/2019 - 07/01/2020

Ą	ACORD [®] CERTIFICATE OF LIABILITY INSURANCE								E	DATE (MWDD/YYYY) 8/19/2019	
CE BE RE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
If §	SUE	RTANT: If the certificate holder i BROGATION IS WAIVED, subject ertificate does not confer rights t	to th	e ter	ms and conditions of th	e polic	y, certain po	olicies may i			
PROD		v				CONTA NAME:					
Woo	odr	uff-Sawyer & Co. fornia Street, Floor 12					o, Ext): 415-39	1-2141	FAX (A/C_No)	415-98	9-9923
San	Fn	ancisco CA 94111				E-MAIL ADDRE			(***)		
							INS	URER(S) AFFOR	NDING COVERAGE		NAIC #
						INSURE	RA: Old Rep	ublic Insurance	ce Company		24147
INSUR		Bicycles LLC dba JUMP Bikes			UBERTEC-01	INSURE	кв:AIG Spe	cialty Insuran	ce Company		26883
145	5 N	larket, Floor 4				INSURE	RC:				
San	Fr	ancisco CA 94103				INSURE					
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COV	/FR	AGES CER	TIFIC		NUMBER: 2003227658	INSURE	RF:		REVISION NUMBER:		
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		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$4,000	,000
									MED EXP (Any one person)	\$ Exclu	ded
									PERSONAL & ADV INJURY	\$4,000	,000
I F	_	VIL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000	,000
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		UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s	
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
		DED RETENTION \$								\$	
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The	City	y and County of San Francisco and o Liability per attached form.								s to Ger	neral Liability
The	car	rier will provide a 30 Day Notice of (Cance	ellatio	n per attached forms.						
CER	TIF	ICATE HOLDER				CAN	ELLATION				
		San Francisco Municipal T Powered Scooter Share Pr			tion Agency	THE	EXPIRATION	I DATE THE	ESCRIBED POLICIES BE (EREOF, NOTICE WILL Y PROVISIONS.		
		Attn: Adrian Leung 1 South Van Ness Avenue San Francisco, CA 94103	0		r		at Tallis				
		25 (2016/03)			COPD name and logo at		© 19	88-2015 AC	ORD CORPORATION.	All rigi	nts reserved.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

San Francisco Municipal Transportation Agency Powered Scooter Share Program

Address:

Attn: Adrian Leung 1 South Van Ness Avenue, 7th Floor San Francisco, CA 94103

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

San Francisco Municipal Transportation Agency Powered Scooter Share Program

Address:

Attn: Adrian Leung 1 South Van Ness Avenue, 7th Floor San Francisco, CA 94103

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10

ENDORSEMENT# 27

This endorsement, effective at 12:01AM August 16, 2019 Policy number: 02-144-03-18 Issued to: UBER TECHNOLOGIES, INC. forms a part of

By: AIG Specialty Insurance Company

CANCELLATION NOTICE AMENDATORY ENDORSEMENT

(BEST EFFORTS TO NOTIFY THIRD PARTY)

This endorsement modifies insurance provided under the following:

Specialty Risk Protector® General Terms and Conditions

In consideration of the premium charged, it is hereby understood and agreed that in the event this policy is canceled by the **Insurer** in accordance with paragraph (b) of Clause 8. **CANCELLATION**, the **Insurer** will use its best efforts to deliver to the entity listed below written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation by the **Insurer** for non-payment of premium), the cancellation shall be effective:

San Francisco Municipal Transportation Agency Powered Scooter Share Program Attn: Adrian Leung 1 South Van Ness Avenue, 7th Floor San Francisco, CA 94103

Provided, however, that any failure to notify such entity shall not impair or delay the effectiveness of any cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

©All rights reserved. END 027

118109 (08/14)



POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE AUTOMOBILE LIABILITY COVERAGE

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): The City and County of San Francisco and SFMTA, its Officers, Agents, and Employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE AUTOMOBILE LIABILITY COVERAGE

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

CG 20 01 04 13

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APPENDICES

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Appendix 1

1. Proof of UL 2271 and 2272 battery certifications from the manufacturer.

CERTIFICA	TE OF COMPLIANCE
Certificate Number Report Reference Issue Date	20190430-MH63223 MH63223-20190423 2019-APRIL-30
Issued to:	JINYUN REYPU ELECTRONIC TECHNOLOGY CO LTD No.9,Xinxing Road, Xinbi Town, Jinyun County Lishui Zhejiang 321400, CHINA
This certificate confirms that representative samples of	COMPONENT - BATTERIES FOR USE IN LIGHT ELECTRIC VEHICLES Model(s): 36V12.8Ah-460.8Wh.
	Have been investigated by UL in accordance with the component requirements in the Standard(s) indicated on this Certificate. UL Recognized components are incomplete in certain constructional features or restricted in performance capabilities and are intended for installation in complete equipment submitted for investigation to UL LLC.
Standard(s) for Safety:	ANSI/UL 2271, Batteries Use in Light Electric Vehicle (LEV) Applications.
Additional Information:	See the UL Online Certifications Directory at <u>https://iq.ulprospector.com</u> for additional information.

This Certificate of Compliance does not provide authorization to apply the UL Recognized Component Mark. Only the UL Follow-Up Services Procedure provides authorization to apply the UL Mark.

Only those products bearing the UL Recognized Component Mark should be considered as being UL Certified and covered under UL's Follow-Up Services.

Look for the UL Recognized Component Mark on the product.

Bamples UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) o contact a local UL Customer Service Representative at http://ul.com/aboutul/locations/

CERTIFICATE OF COMPLIANCE

Certificate Number Report Reference Issue Date	20190529-E492181 E492181-20190521 2019-MAY-29
Issued to:	Zhejiang Okai Vehicle Co Ltd No. 9 Xinxing Road Xinbi Town Jinyun County Lishui Zhejiang 321400 CHINA
This certificate confirms that representative samples of	ELECTRICAL SYSTEMS FOR PERSONAL E-MOBILITY DEVICES USL – Electrical System for Personal E-Mobility Devices, Model(s) ES200B, ES200C.
	Have been investigated by UL in accordance with the Standard(s) indicated on this Certificate.
Standard(s) for Safety: Additional Information:	UL 991 Standard for Test for Safety-Related Controls Employing Solid-State Devices See the UL Online Certifications Directory at
	https://iq.ulprospector.com for additional information.

This Certificate of Compliance does not provide authorization to apply the UL Mark. Only the UL Follow-Up Services Procedure provides authorization to apply the UL Mark.

Only those products bearing the UL Mark should be considered as being UL Certified and covered under UL's Follow-Up Services.

Look for the UL Certification Mark on the product.

Barnelly

Bruce Mahrenhoiz, Director North American Certifi UL LLC

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For question contact a local UL Customer Service Representative at http://ul.com/aboutui/localions/

NOTICE OF COMPLETION AND AUTHORIZATION TO APPLY THE UL MARK



MS. Dongdong Yi JINYUN REYPU ELECTRONIC TECHNOLOGY CO LTD No.9,Xinxing Road, Xinbi Town, Jinyun County Lishui, Zhejiang, 321400, CN

 Our Reference:
 File MH63223, Vol 1
 Order:
 12529706

 Project:
 4788693834

Your Reference:

Project Scope: UL2271, Li-ion battery pack, one new model, 36V12.8Ah-460.8Wh

Dear MS. Dongdong Yi:

Congratulations! UL's investigation of your product(s) has been completed under the above Reference Number and the product was determined to comply with the applicable requirements. This letter temporarily supplements the UL Follow-Up Services Procedure and serves as authorization to apply the UL Mark at authorized factories under UL's Follow-Up Service Program. To provide your manufacturer(s) with the intended authorization to use the UL Mark, you must send a copy of this notice to each manufacturing location currently authorized under File MH63223, Vol 1.

Records in the Follow-Up Services Procedure covering the product are now being prepared and will be sent in the near future. Until then, this letter authorizes application of the UL Mark for 90 days from the date indicated above.

Additional requirements related to your responsibilities as the Applicant can be found in the document "Applicant responsibilities related to Early Authorizations" that can be found at the following web-site: <u>http://www.ul.com/EAResponsibilities</u>

Any information and documentation provided to you involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL.

We are excited you are now able to apply the UL Mark to your products and appreciate your business. Feel free to contact me or any of our Customer Service representatives if you have any questions.

Very truly yours,

.

Billy Huang Project Engineer Billy.Huang@ul.com Bruce A. Mahrenholz CPO Director Bruce.A.Mahrenholz@ul.com

Reviewed by:

5323ab83-276d-4e1c-a5aa-f4112a084ef8

This is an electronically generated letter. Signatures are not required for this document to be valid.

NOTICE OF COMPLETION AND AUTHORIZATION TO APPLY THE UL MARK



MR. Penghui Liu Zhejiang Okai Vehicle Co Ltd No. 9 Xinxing Road Xinbi Town Jinyun County Lishui, Zhejiang, 321400, CN

Our Reference: File E492181, Vol 2

Order: 12752511 Project: 4788909819

Your Reference: Project Scope:

4788909819, UL2272, Scooter one model with two model name (ES200B,ES200C)

Dear MR. Penghui Liu:

Congratulations! UL's investigation of your product(s) has been completed under the above Reference Number and the product was determined to comply with the applicable requirements. This letter temporarily supplements the UL Follow-Up Services Procedure and serves as authorization to apply the UL Mark at authorized factories under UL's Follow-Up Service Program. To provide your manufacturer(s) with the intended authorization to use the UL Mark, you must send a copy of this notice to each manufacturing location currently authorized under File E492181, Vol 2.

Records in the Follow-Up Services Procedure covering the product are now being prepared and will be sent in the near future. Until then, this letter authorizes application of the UL Mark for 90 days from the date indicated above.

Additional requirements related to your responsibilities as the Applicant can be found in the document "Applicant responsibilities related to Early Authorizations" that can be found at the following web-site: <u>http://www.ul.com/EAResponsibilities</u>

Any information and documentation provided to you involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL.

We are excited you are now able to apply the UL Mark to your products and appreciate your business. Feel free to contact me or any of our Customer Service representatives if you have any questions.

Very truly yours,

Reviewed by:

Billy Huang Project Engineer Billy.Huang@ul.com Bruce A. Mahrenholz CPO Director Bruce.A.Mahrenholz@ul.com

565ad6b9-82ff-4c84-b2ec-af24866ce1ff

This is an electronically generated letter. Signatures are not required for this document to be valid.

Appendix 2

2. Test results from a qualified independent lab that demonstrate that the scooter we intend to operate in San Francisco meets all California Vehicle Code §21223 requirements.



CONCLUSION	shall not popo	tal from
1232.03335 – Uber, Scooter Lights		
Purpose of Test - Each test performed is intended to check compliance with the following:	Result	Comment
CVC 21223 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21233	с	~
CVC 21235 – California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21235 (a)	с	except in

n.D.

John A. Bogler

Contract File No.: 1232.03335 T:\ACT Testing\ Uber – 1232.03335 Control Document Rev. 24 June 2019

Page 2 of 5

Technician: Mike Ay



SAMPLE IDENTIFICATION

Brand:	Jump	Job No.:	1232.03335
Model:	See Table Below	Sample ID:	See Table Below
Manufacturer:	Okai	Туре:	E-Scooter Lights
Model No.:	ES200-C / ES200-B	Material:	Not Specified
Stock No.:	Not Specified	Size:	Not Specified
UPC:	Not Specified	Color(s):	Orange
Serial No.:	See Table Below	Weight (kg):	See Table Below
Serial No.:	See Table Below	Country of Origin:	China

Sample ID	Model	Serial No.	Weight (kg)
1232.03335.001	DBI154	YGM20190506	22.8
1232.03335.002	VCJ 583	YGM20190504	22.7





1232.03335.002 - VCJ583 (Orange)

Technician: Mike Ay

Contract File No.: 1232.03335 T:\ACT Testing\ Uber – 1232.03335 Control Document Rev. 24 June 2019

Page 3 of 5

ACT Lab LLC 3280 East 59th Street, Long Beach, CA 90805 • Tel 562.470.7215 • Fax 562.470.7220 • www.act-lab.com

DATE AND PLACE OF TEST

Sample(s) received on Testing was initiated on Testing was completed on : 15 August 2019 Testing was performed at

: 15 August 2019 : 15 August 2019 : ACT Lab LLC Long Beach, CA

TEST METHODS

Method for each test conducted is as follows:

- California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21233
- California Vehicle Code, VEH, Division 11, Rules of the Road, Chapter 1, Obedience to and Effect of Traffic Laws, Article 5, Operation of Motorized Scooters, Section 21235 (a)

TEST RESULTS

C: Compliant; Product meets specified standard NC: Non-Compliant; Product does not meet specified standard NA: Not Applicable to this design NR: Not Requested by the Applicant NP: Not Present

ND: None Detected IC: Inconclusive NT: Not Tested FTR: Further Testing Recommended PPM: Parts Per Million See Comments

Technician: Mike Ay

Contract File No.: 1232.03335 T:\ACT Testing\ Uber - 1232.03335 Control Document Rev. 24 June 2019

Page 4 of 5



CVC 21233 Motorized Scooters: Scooter Light/Reflector

CVC 21233: Motorized Scooters			
<u>Ref. #</u>	Test Description	<u>Result</u>	Observations and Notes
21233	Operation Requirements		
(b)	Front light that emits a white light which, while the powered scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the powered scooter	с	
(C)	A red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.	с	aptin
(d)	A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.	С	ad on the

CVC 21235 Motorized Scooters

<u>Ref. #</u>	Test Description	Result	Dbservations and Notes
1235	Operation Requirements		
a)	Operate a motorized scooter unless it is equipped with a brake that will enable the operator to make a braked wheel skid on dry, level, clean pavement.		
	***************************************	*****	*****
	END OF REPORT		
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	END OF REPORT		om ACT Lab LLC.
	not the reproduced Lab LL.		om ACT Lab LLC
	approval from ACT Lab LL.		om ACT Lab LLC.

Appendix 3

Standard Warehouse Safety Check Protocols

Scooter Component	Detail	Checked?
Acceleration	Ensure smooth acceleration, should not be sticky or difficult to control	
Front & Back Brake	Ensure both brakes are functioning, should not be sticky or difficult to brake	
Neck	Ensure neck is not loose or wobbly on-ride	
IoT Module	Ensure it does not rattle, and is fully secure	
Bell	Ensure it is operable and makes a sound	
Lights	Ensure headlight and tail lights function at correct times	
Grip Tape	Ensure cleanliness	
Handlebars	Ensure cleanliness	
Instructional Decaling	Ensure presence and cleanliness	
Battery Flap	Ensure battery flap is close	

Appendix 4

On-Scooter Decals

Scooter IDs. Each scooter ID number is clearly visible at the top of the steering column facing the rider. The font size is 48 pt. - this helps:

- Field technicians quickly identify scooters that have been reported so that they can quickly and accurately collect scooters from the public right of way
- The general public if they wish to call customer support and report an improperly parked scooter.
- Users quickly identify scooters they have reserved

Rules. Each scooter also includes customer service and safety messaging which is located on the battery back facing the rider. The font size is 20 pt. The text includes the following rules and support information:

- Don't ride on sidewalks
- Obey all traffic laws
- Always wear a helmet
- One rider per scooter
- 18+ years old to ride
- Phone and web customer support information

Download Uber app to ride

Rules

Don't ride on sidewalks Obey all traffic laws Always wear a helmet One rider per scooter 18+ years old to ride Park at appropriate locations Follow rules to avoid fines

Support

+1 (844) 505-9155 jump.com/support

Appendix 5

JUMP's Next-Generation Custom Scooter - Featuring Swappable Batteries

Available to demo for SFMTA when our next-generation custom scooters is ready for SF launch

We are currently building the next-generation custom JUMP scooter, which will include a swappable battery.

JUMP's next-generation custom scooter will feature hardware components and assembly methods that are designed for the wear and tear of sustained public use and outdoor exposure, and that are designed to withstand the test of scooter sharing, such as puncture-proof tires, internal cables, and fortified joints.

Additionally, JUMP's next-generation custom scooter's improved suspension and brake performance will support a smoother, more stable ride on a variety of road surfaces, a key feature for safety.

Our next-generation custom scooter is also designed to last longer with shared use. We are designing this next-generation custom scooter to be modular, with the option of attaching a tethering device to lock to a bike rack or similar street furniture.



The key product improvements in JUMP's next-generation custom scooter include:

- Swappable Batteries. JUMP's next-generation custom scooter will have swappable batteries, which allows for seamless, in-field battery swapping by field technicians the same batteries that are used on JUMP's e-bikes. To do so, both field technicians would simply locate a public JUMP charging kiosk (see preliminary mockup of charging kiosk on right) and easily swap a low-charge battery with a fully-charged battery. Our field technicians will no longer need to bring the scooter(s) back to our warehouse. Our swappable batteries and related kiosk have undergone extensive safety testing, quality assurance, and continuous inspections from JUMP's team of battery and hardware experts.
- Improved Braking. JUMP's next-generation custom scooter will have a more robust system of blended mechanical and electrical brakes.
- Enhanced Ride Quality. JUMP's next-generation custom scooter will have larger wheels, and additional mechanical suspension to support a smoother and more stable ride with improved turning control on a variety of road surfaces.
- Lock-to Mechanism. JUMP's next-generation custom scooter has a cable-lock accessory. The mechanism will help with responsible scooter parking and prevent vandalism and theft.
- Longer Lifespan. JUMP's next-generation custom scooter is designed to last much longer than current offthe-shelf models used in many scooter share programs.

We would be happy to demonstrate a prototype of JUMP's next-generation custom scooter to SFMTA once it is ready to launch.

Appendix 6

LCA Production Process and Timeline

- 1. Permit Issuance
- 2. Goals & Scoping

Bring together cross-functional JUMP team to establish goals and scope of the LCA.

3. Life Cycle Inventory Analysis

Work with JUMP teams to gather life cycle details about core components of a JUMP scooter's product life (examples may include details regarding the battery, frame, motor, and more).).

4. Life Cycle Impact Assessment

Conduct analysis to assess JUMP's scooter life cycle impacts (including scooter acquisition, replacement, and disposal).

5. Interpretation

Interpret impact data and investigate opportunities for mitigations (e.g., reduce permittee operational vehicle miles traveled from deployment, rebalancing, and charging methods; reduce environmental impact of supplying scooters to the San Francisco market)

6. Submit Report to SFMTA (April 2020)

Appendix 7

Vehicle Life Expectancy

From the beginning, JUMP has designed its products and systems with durability and sustainability in mind. Our principles of sustainability related to vehicles are as follows:

- Design for modular replacement to extend the life of core components
- Engage in smart operations and maintenance to extend the useful life of our vehicles
- Commit to a robust recycling and reuse plan

JUMP's scooter manufacturer uses the number of charge cycles as a vehicle lifespan metric, which is approximately 500 charges and may vary depending on use and charge frequency. The expected life cycle of each scooter's component parts, such as the handlebars, deck, wheels, brakes, lights, and motor, depends on usage.

Vehicle Disposal Practices

JUMP's waste management partner will follow this main process:

- Waste identification: Determine the sources of waste generation and identify them to code.
- Waste segregation: Once the type of waste is identified, the warehouse will be provisioned with the necessary waste containers to allow a proper waste generation.
- Waste storage: Following waste storage codes, temporary (from generation to transport) waste containers will be provided, final treatment and disposal will be handled by the waste management partner. Internal procedures are available for in-house battery management.
- Waste transport: All waste transport will be handled by our waste management partner.
- Traceability and record keeping: All documentation pertaining to the waste generation, storage and management will be kept for recordkeeping purposes in the facility both physically and electronically. All documentation including:
 - Generation quantities.
 - Generation source and type.
 - Storage management and temporary disposal.
 - Spills and unplanned events
 - Transport certificates
 - End of life certificates (disposal)
- Unplanned events and emergencies: The facility will be equipped to act upon any unplanned emergency as per the type of waste. The facility will be equipped with fire prevention equipment and will be provided with all emergency procedures.

Innovations to extend vehicle durability, life expectancy, and durability

The JUMP scooter batteries contain high-quality lithium ion cells that are designed to last. When new, each JUMP scooter battery is designed to receive 500 charge cycles. However, there are other factors that could impact the timeframe in which a battery is replaced. These items can include water and weather-related impacts. In order to determine when to replace a scooter battery, our operations team conducts battery inspections both in the field and in our warehouse as part of our routine maintenance procedures.

When not in use, JUMP batteries are kept in their appropriate packaging. Because elevated temperatures can result in reduced battery service life we do not store batteries in a manner that would allow the battery terminals to condense or short circuit. We look forward to attending a roundtable event in the coming months to discuss proper battery management and disposal with all shared mobility operators.

Our field operations team also proactively pulls our scooters from the roads when San Francisco experiences heavy rain for an extended period, and delays deployments during short but intense rainstorms.

Appendix 8

3. Minimum Engagement Frequencies

JUMP's goal will be to achieve the following minimum community engagement targets over the permit duration.

Community Engagement Targets

Туре	Frequency (minimums)	Description
Open Community Center	1 center	Open one community center (i.e., JUMP Electric Hub)
Host Community Events	1 Per month	Scooter share education, low-income plan mar- keting, small business promotional opportunities, cultural and arts opportunities
Scooter Safety/Riding Classes	1 Per quarter	Scooter safety classes and/or learn to ride classes
Attending Community Events/ Meetings	3 Per month (on average)	Attend events and/or job fairs to network and meet community members
Public Housing Sign-up Events	Once every 4-8 weeks	Host or co-host Boost sign up events at public housing in districts across the city
Formal Community Partners	1 agreement Per year	Partner with organizations to provide economic opportunities and promote access to equitable transportation
Community Input Session	Once every 8 weeks	per supervisorial district*, district-wide input meeting to gather feedback
Community Advisory Council Meetings	TBD	*some districts may be combined Regular advisory meetings to be held following the creation of the Council

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Appendix 9

A list of JUMP's attendance at recent, ongoing, and upcoming community events.

Recent	San Francisco BiketoWork Day YMCA Urban Services Training, Boost Sign Ups, and group rides in Huntersview, Potrero, Alice Griif- fith and Sunnydale. Bayview Live Music and Community Festival Martin Luther King Day of Service (provided free rides to volunteers) Bayview Uncorked Presented by Andrea Baker Consulting SOMA CBD Grand Opening Celebration Opportunities For All Job Fair Open Studios With Artspan (provided bikes to attendees wanting to tour art studios) SF Aids Lifecycle San Francisco Parks and Recreation: Women's World Cup Viewing Parties San Francisco Giants Home Games FIRST Robotics Competition ClusterFest SF Pride Parade and Festival Bike East Bay Pedalfest People For Protected Bike Lanes Jerrold Ave Advocacy Event Mission Cit Carnaval SF Homage to Her concert Frisco Fridays Pedalfest 2019
Upcoming	SF Giants Baseball Game Days Sunday Streets - SOMA
Ongoing	San Francisco Bicycle Coalition Urban Bicycle Riding Classes YMCA Urban Services Training, Boost Sign Ups, and group rides Season Sponsors of Sunday Streets Silicon Valley Bicycle Coalition Bike East Bay Mission Art People for Protected Bike Lanes Events

Appendix 10

Data Reporting

If selected, JUMP can comply with SFMTA's data reporting requirements, to the extent we collect the type of information identified in the Guidelines. For the Collision report, we currently do not collect or analyze with such granularity at scale many of the requested data points and if awarded, would be happy to walk SFMTA through our taxonomy as it develops its Monthly Reporting Template. JUMP would welcome the opportunity to discuss how the number of complaints about scooters in motion versus parked would be operationalized. JUMP would also welcome the opportunity to discuss the granularity of data for the maintenance reporting.

Demographic information includes age, income, gender, and other factors that are used to break people into groups. JUMP does not collect any form of demographic data as part of its sign up process, globally. From a privacy standpoint, JUMP takes a strong position on data minimization, and does not collect or store any form of data that is not necessary for the nature of our company's business. We do not rely on demographic data for our operations, which is why JUMP does not include this in our sign up flow.

Appendix 11

Qualifications to operate a Powered Scooter Share program

Experience with stationless operations in San Francisco and other similarly dense urban cities:

- San Francisco's Current Stationless Bike Share Operator. JUMP was the only permitted stationless bike share operator in San Francisco for over 18 months. San Francisco is JUMP's adopted hometown (we were previously headquartered in Brooklyn and now have a HQ in SF) and since launching we have become an integral component of San Francisco's transportation ecosystem. Operating under the SFMTA's pilot program has allowed us to learn about and adapt to San Francisco's unique characteristics. This now puts us in an incredibly strong position to build on these experiences as we scale our operations to continue to meet San Francisco's bike share needs citywide. Our local team has learned the contours of this city and, through data-driven insights, now knows exactly what street corners will generate trips and at what hour of the day, they know how to maneuver around the city safely and efficiently, and they have adapted maintenance and field operations to align with San Francisco's environment. At the same time, we have cultivated strong and ongoing relationships with dozens of community partners, attended hundreds of events and now have plans to open a community center (see Section H for more information). We are proud of what we have accomplished to date here in San Francisco, and look forward to the next chapter in stationless vehicle operations.
- Other successful stationless e-bike and scooter share systems in North America. In addition to launching two dozen mechanical bike systems between 2013 and 2017, JUMP currently operates e-bikes and scooters in 31 cities globally (23 of these cities are within North America), and we are expanding rapidly in 2019. For a list of all cities JUMP operates micromobility systems in, please refer to jump.com/cities.

Commitment to municipal partnership and record of regulatory compliance.

- General compliance and partnership. JUMP believes that in order to build and operate the best programs we must support local goals and regulations. We are a willing and transparent partner when working with city stakeholders to implement shared mobility programs that support community needs and local regulation. As with all cities where we operate, we have complied with applicable laws and have worked in good faith with SFMTA staff to continue improving our e-bike program. For example, we have bi-weekly check-ins to discuss the state of the system and compliance to the existing permit; we have reached out to other transportation organizations such as Caltrain, BART, and SamTrans to discuss how JUMP can benefit their riders and help alleviate traffic congestion; and we have worked closely with our program managers at SFMTA to respond to concerns and complaints expeditiously. Our track record has been commended by the SFMTA during the pilot's mid-term review, citing our responsiveness and record of compliance as reasons for expanding the size of our bike share fleet from 250 to 500 e-bikes. We intend to apply the same principles to our scooter share operation.
- Experience in responsible deployment and parking. One of JUMP's priorities is to ensure the orderliness of our service across the city, with special attention paid to public spaces and pedestrians. With a combination of technical solutions including our pioneering lock-to design for e-bikes user education, and operational excellence (please see Section E), we have worked to ensure that our scooters are properly parked, keeping the public right-of-way and accessibility paths clear. Our track record for compliance has been consistently strong, with only occasional complaints, which have a record of expedient resolution by our operations team.
- Experience with community engagement and equity. JUMP is focused on continually expanding geographic, economic, and demographic access. In our community outreach, we build relationships with, listen to, learn from, and support the people of San Francisco, especially members of groups that have been historically marginalized – particularly low-income residents and communities of color.

Since launching in San Francisco, we have worked with over 97 community organizations and groups and attended nearly 300 local events (please see Section H for more information). Similarly, our ridership data has indicated over 50 percent of our bike trips starting or ending in regionally-designated Communities of Concern (CoCs). In the first year of the pilot, we exceeded our commitments with an average of nearly 32.5% of our fleet in CoCs. Additionally, as was presented in our mid-pilot evaluation, riders on our low income-eligible Boost plan ride about 2.5 times more frequently than other members. We are excited to expand our shared mobility program to scooters, further improving access to alternative mobility options.

Appendix 12



PUBLIC WORKS DEPARTMENT 809 Center Street ~ Room 201 ~ Santa Cruz, CA 95060 ~ (831) 420-5160 ~ Fax: (831) 420-5161

August 19, 2019

Review Committee:

The City of Santa Cruz and JUMP have been partners since June 2017 on a bike share system. During this time, I've had the pleasure of managing our bike share program and working with all levels of the JUMP organization. The JUMP team have been great partners, and vendor that I recommend to any other city considering a new or expanded shared mobility system.

A key element to the success of our relationship with JUMP is the true partnership. From system planning, to launch, to day-to-day operations, all the way through policy, our city team is always supported by the JUMP team. Even though we are a small city, every single level of the JUMP organization treats our system as important, following up same day, often within the hour, to make sure that Santa Cruz is running smoothly.

JUMP has been an excellent partner to the City of Santa Cruz. Plans are clearly communicated, the team always follows through, and there's never a request too big or too small. I've requested innovative and different models of deploying bike share in order to engage a wide variety of community members, asked for an expanded subscription based service to support our TDM programs, and requested additional outreach and engagement with diverse communities. The answer to all of these was yes. JUMP consistently goes the extra mile to make sure that our system can shine, and that the unique elements of Santa Cruz are supported and celebrated.

One of the elements I have been the most pleased with is the local operations team. As a small city, we need a strong and present local operations team to ensure success. Having a single point of contact that I can reach as the program manager is a key component to how well the system works. Not only does the local operations team do a fantastic job keeping our system in a state of good repair and resolving any issues that come up, but I regularly receive emails and calls from community members relating how kind, informative, and courteous the JUMP team is when seen in the field.

I continue to appreciate our partnership with JUMP, and would not hesitate to recommend them to another jurisdiction. If you have any questions, please don't hesitate to reach out.

Best, Claire

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