

Please read these terms and conditions carefully. The following terms and conditions including the Schedules (the “**Terms**”) govern your, the User (defined below), access to and the use of the App, the Site, the Products and the Services provided by us, Beam (defined below), in New Zealand. **By accessing and/or using the App, the Site and/or the Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not continue to access and/or use the App, the Site, the Products or the Services.**

You further agree that usage of the App, the Site and/or the Service in any country which may differ from the country where you registered for the App (the “**Alternate Country**”) shall be subject to the terms and conditions prevailing for that Alternate Country (the “**Alternate Terms**”). The Alternate Terms can be found at <https://www.ridebeam.com>.

You may only operate, access and/or use the App, the Site, the Products and/or the Services if you are at least 16 years old. If you are below 16 years old: you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the Services; and (iii) your acceptance and compliance with these Terms. **If you do not have consent from your parent(s) or legal guardian(s), you must stop accessing and/or using the App, the Site, the Products or the Services.**

- | | | |
|---|-----|---|
| 1. Definitions and interpretation | 1.1 | Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to these Terms. |
| 2. Access to and use of the App, the Site and the Services | 2.1 | Beam and the User are the only parties to these Terms. |
| | 2.2 | Security Credentials: The App, the password-protected and/or secure areas of the Site and the Services may only be accessed by you with the use of your Security Credentials. The Security Credentials may either be: (i) determined and issued to you by us; or (ii) provided by you and accepted by us in our sole and absolute discretion. We may at any time in our sole and absolute discretion forthwith invalidate the Security Credentials without giving any reason or prior notice if we deem it necessary to protect our legitimate business interests and shall not be liable or responsible for any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such invalidation. You may from time to time be required to change your Password and hereby agree do so when required. You further agree to keep your Security Credentials confidential and shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorised or not) of your Security Credentials. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of your Security Credentials has been compromised or if there has been any unauthorised use of your Security Credentials. |
| | 2.3 | Purported use/access: You agree and acknowledge that:

(a) any: (i) access to or use of, or purported access to or use of, the App, the Site, the Products and/or the Services; and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to your Security Credentials shall, as the case may be, be deemed to be: (A) access to or use of the App, the Site and/or the Services by you; and/or (B) information, data, instructions or communications transmitted and validly issued by you; and |

- (b) you shall be bound by any: (i) access to or use of, or purported access to or use of, the App, the Site, the Products and/or the Services; and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to your Security Credentials, and you agree that we (and our service providers) shall be entitled (but not obliged to) act upon, rely on and/or hold you solely responsible and liable in respect thereof, as if the same were carried out, transmitted or issued by you.

3. The App, the Site and the Services

3.1 **General Terms of Use:** You agree to comply with any and all the guidelines, notices, operating rules and policies and instructions pertaining to the access to and/or use of the App, the Site and/or the Services (including the Guidelines), as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines, notices, operating rules and policies and instructions at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the App and/or the Site.

3.2 **Use of the App, the Site and the Services:** Without prejudice to the generality of Clause 3.1, you acknowledge and agree:

- (a) that you have read, understand and agree to be bound by these Terms;
- (b) that, subject to any other requirements set out in the App, Guidelines or under clause 3.2(k), you are at least 16 years old. If you are below 16 years old, you have obtained consent from your parent(s) or legal guardian(s), their acceptance of these Terms and their agreement to take responsibility for: (i) your actions; (ii) any charges associated with your use of any of the Services; and (iii) your acceptance and compliance with these Terms;
- (c) that the Products shall remain our property at all times and we shall be entitled to repossess and remove the Product at any time;
- (d) that you will at all times: (i) be the sole user of, and shall not rent, license or make available to any Third Party, any Product rented by you for any reason whatsoever; and (ii) use the Product only for the purpose of personal transportation and in accordance with these Terms, the Guidelines and any notices, operating rules and policies and instructions issued by us from time to time;
- (e) that you shall not (and shall ensure that no person shall): (i) encumber in any way whatsoever the Product; (ii) tamper with or make any modifications to the Product; and/or (iii) alter, remove, obscure, delete or tamper with any notices, marks, numbers, labels, logos or other means of identification placed, affixed or used on the Product;
- (f) that in the event that any modifications/defects as stated in Clause 3.2(e) is discovered, you shall immediately report such modifications/defects to Beam and cease from further using the Product.

- (g) that you shall protect and safeguard the Product (including maintaining adequate security arrangement) while the Product is in your custody;
- (h) that you are familiar with the operation of the Product and are responsible for ensuring that the Product is operated in a safe manner in compliance with Applicable Laws having regard to, amongst others, the weather condition and the use of appropriate protective equipment;
- (i) to ensure that any information or data you post on the App and/or the Site in connection with the Services is accurate and agree to take sole responsibility for such information and data;
- (j) to access and/or use the Services only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Services in good faith;
- (k) that you will comply with all Applicable Laws, rules and regulations of the jurisdiction in which the Service is being used, which is in force at the time you are using the Service;
- (l) to operate the Product in a safe and considerate manner while being mindful of other footpath or road users;
- (m) if required by law, to wear a helmet at all times that meet the required standards and that has been properly fitted and fastened according to the manufacturer's instructions;
- (n) to take any additional precautions or safety measures necessary, including wearing appropriate footwear and additional protective equipment; and
- (o) to only park the Products in places where Beam can access them.

3.3 Restricted activities: You agree and undertake NOT to:

- (a) unless in accordance with Clause 6 (Group Rides), allow any other person to use a Product that you have rented;
- (b) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- (c) use the Services for illegal purposes;
- (d) attempt to gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to the App or the Site;
- (e) post, promote or transmit through the App or the Site any Prohibited Materials;
- (f) interfere with another User's utilisation and enjoyment of any of the Services;
- (g) use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging

components, malicious code or harmful components which may impair or corrupt the App's or the Site's data or damage or interfere with the operation of another User's computer or mobile device; and

- (h) use any of the Services other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other Applicable Laws, or view, listen to, download, print or use the Services other than as allowed under Applicable Laws;
- (i) use the Service in a way that is contrary to any Applicable Laws, rules and regulations where the Service is being used;
- (j) use the Service on terrain or in conditions which are likely to damage the Product;
- (k) use the Product in a way that endangers either you or any other persons, including transporting a passenger in any way whatsoever;
- (l) use the Product while under the influence of any medication, alcohol, drugs or other substances that may inhibit your ability to use the Product safely;
- (m) exceed any safety restrictions for each Product, including weight or speed;
- (n) tamper with, dismantle or attempt to dismantle or remove any part of the Product; or
- (o) transport the Product out of New Zealand or to allow/facilitate the transport of the Product out of New Zealand.

3.4 **Availability of the App, the Site and the Services:** We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the App, the Site and/or any of the Services and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing and/or using any part of the App, the Site and/or the Services.

3.5 **Right, but not obligation, to monitor or control use or content, to report activity or request information:** Subject to our Privacy Policy and obligations under the Privacy Act 1993, we reserve the right, but shall not be obliged to:

- (a) monitor, screen or otherwise control any activity, content or material on the App, the Site and/or through the use of the Product or the Services. We may in our sole and absolute discretion, investigate any violation of the terms and conditions contained herein and may take any action we deem appropriate;
- (b) prevent or restrict access of any User to the App, the Site, the Product and/or the Services;

- (c) report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or
- (d) to request any information and data from you in connection with your access to and/or use of the App, the Site and/or the Services at any time and to exercise our right under this Clause 3.6(d) if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

3.6 **Additional terms:** In addition to these Terms, the use of specific aspects of the App, the Site and the Services or of more comprehensive or updated versions of the App, the Site and the Services offered by us and our designated sub-contractors or Affiliates, may be subject to additional terms and conditions, which will apply in full force and effect (including any applicable Alternate Terms).

4. Charges and Payment

4.1 **Charges:** You shall pay to us the fee prescribed in, and in accordance with the instructions set out on the App and/or the Site. All prices quoted are subject to taxes, unless otherwise stated. We reserve the right to amend the prices of the Services at any time without giving any reason if we deem it necessary to protect our legitimate business interests, but will provide reasonable prior notice where possible.

4.2 **Promotions:** We may operate promotions (collectively "**Promotions**") through the App and/or the Site. You should carefully review the specific rules of each Promotion in which you participate through the App and/or the Site, as they may contain additional terms and conditions and other important information about your participation in such Promotion. To the extent that the terms and conditions of such specific rules conflict with these Terms, the terms and conditions of such specific rules shall prevail.

4.3 **Refunds:** You may request a refund through the App or by emailing support@ridebeam.com. Refunds for Users will be processed on a case by case basis and may be in the form of credit to use on the Services. We will typically approve refunds for hardware or software malfunctions that we may be responsible for. We will also issue refunds in cases such as a User's phone running out of battery and being unable to end a trip properly or if you have lost cell reception unexpectedly. We may request additional information from you such as where and when you believed to have ended your ride to determine the refund value.

5. Intellectual property

5.1 **Ownership:** The Intellectual Property Rights in and to the content, including but not limited to text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material contained in the App, the Site or the Services (collectively the "**Materials**") are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce our Intellectual Property Rights to the fullest extent of the law.

5.2 **Restricted use:** No part or parts of any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. Subject to Clause 5.3, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.

5.3 **Trademarks:** The Trademarks are registered and unregistered trademarks of us or Third Parties. Nothing on the App, the Site, and in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “hot” link to any other website) any Trademarks displayed in respect of the Services, without our written permission or any other applicable trademark owner.

5.4 **Release and Waiver of Rights:** In consideration of our provision of the Services to you, and without further consideration from us, you hereby:

(a) acknowledge that the Products are intended to be used in public places (including at promotional events organised by us or locations at which we operate) and that we may photograph, videotape or otherwise record your use of the Services in any media and by any manner or means now known or invented in future; and

(b) agree and consent to the use and reproduction by us, throughout the world and in perpetuity in any publicity and advertising material, of your image, voice and/or likeness in any photograph, videotape and/or other recording:

(i) referred to in Clause 5.4(a); or

(ii) that you have posted, uploaded, provided or otherwise made available on:

(A) the App, the Site or any of our social media channels; or

(B) any application or website which: (I) is tagged with any of our social media handles or other identifiers, including the following: #beam, #ridebeam or any derivative thereof; or (II) relates to your use of the Services, to the extent not prohibited by law.

6. Group Rides

6.1 If, as the holder of an account on our Site or App (“Account Holder”), you initiate a group ride on our Services using our App (a “Group Ride”), you:

(a) accept the appointment made in clause 6.2 and agree that you act as agent for each other rider on the Group Ride (each a “Group Rider”) in

their acceptance of these Terms and our Privacy Policy for the purpose of their use of the Services on the Group Ride;

- (b) undertake and certify that, in the process of initiating the Group Ride, each Group Rider enters their own correct name and other details via our App as requested and themselves personally accept and agree to these Terms and our Privacy Policy;
- (c) accept and agree that you are liable for any loss, damage or claims arising from or related to the Group Ride (whether caused by you or a Group Rider);
- (d) accept and agree to pay all costs, charges or fees for the use of the Services by you and each Group Rider on the Group Ride and that these amounts will be charged to your account for payment;
- (e) undertake and certify that all riders in the Group Ride (including you and each Group Rider) are at least 16 years or older or otherwise under the supervision of a parent or legal guardian; and
- (f) undertake and certify that:
 - (i) no rider that has not been identified as a Group Rider and accepted these Terms via our App will ride a Device on the Group Ride; and
 - (ii) there is no more than one rider per scooter for the duration of the Group Ride.

6.2 If you access the Services as a Group Rider on a Group Ride initiated by an Account Holder, you:

- (a) irrevocably appoint the Account Holder as your agent to accept on your behalf these Terms and our Privacy Policy and in respect of your use of the Services for the Group Ride;
- (b) confirm and acknowledge that, notwithstanding the appointment in clause 6.2(a), your express acceptance via our App constitutes your acceptance as principal of these Terms of Service and our Privacy Policy;
- (c) accept and agree that you are liable for any loss, damage or claims arising from or related your use of the Services on the Group Ride.

7. Loss, stolen, detained and incorrectly parked Vehicles

7.1 We reserves the right to take all necessary actions available to us at law if, in our reasonable opinion, a Vehicle in your possessions or which is rented by you is determined to have been parked incorrectly, damaged (fair wear and tear excepted), lost, stolen or otherwise detained, including but not limited to:

- (a) holding you liable, and charging your payment method on file, for the cost to repair a damaged Vehicle;

- (b) holding you liable, and charging your payment method on file, for: (i) the full replacement cost of the Vehicle, (ii) outstanding usage charges, (iii) charges and expenses incurred by us in its recovery attempts, (iv) interest, and (v) any other relevant charges or expenses for an incorrectly parked, lost, stolen or otherwise detained Vehicle;
- (c) making a police report against you; and/or
- (d) commencing recovery actions and proceedings against you.

7.2 If a Vehicle is determined to have been incorrectly parked, damaged, lost, stolen or otherwise detained while in your possession or as a result of your rental of such Vehicle, we reserve the right to suspend or terminate your access to the Service. This extends to all accounts that we reasonably suspect to be associated with the offending account.

8. Our limitation of responsibility and liability

8.1 **No representations or warranties:** The App, the Site, the Services, the Products and the Materials are provided on an “*as is*” and “*as available*” basis. All data and/or information contained in the App and/or the Site and/or the Services are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of Third Party rights, title, merchantability or fitness for a particular purpose, are given in conjunction with the App, the Site, the Services, the Products or the Materials. Without prejudice to the generality of the foregoing, we do not warrant:

- (a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the App, the Site, the Services or the Materials;
- (b) that the App, the Site, the Services or that any of the Materials will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected;
- (c) that the App, the Site or the Services or the Materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and
- (d) the security of any information transmitted by you or to you through the App or the Site, and you accept the risk that any information transmitted or received through the App or the Site may be accessed by unauthorised Third Parties and/or disclosed by us or our officers, employees or agents to Third Parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and e-mail may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet.

8.2 **Use at your own risk:** Any risk of death, disability or personal injury or loss, damage, fines or claims resulting from the use of the App, the Site, the Services, the Products and/or the Materials is entirely at your own risk and we shall not be liable therefor. The Beam Parties shall not be liable to you for any death, disability or personal injury or any loss, damage, fines or claims (including any direct, indirect, incidental, special, consequential or punitive damages or economic loss

or any claims for damage to property, loss of profits or loss of use) whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with:

- (a) any access, use and/or inability to use the App, the Site, the Services, the Products and/or the Materials;
- (b) reliance on any data or information made available through the App and/or the Site. You should not act on such data or information without first independently verifying its contents;
- (c) any system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; and
- (d) any use of or access to any other Third Party website, service, data, application, software, servers or source code linked to or accessed from the App and/or the Site, even if we or our officers or agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

8.3 **Use of the Product at your own risk:** without limiting clauses 6.1 and 6.2 below, you agree that you are solely responsible and liable for any death, disability or personal injury or loss, damage, fines, fees, costs or claims resulting from the use of the Products, whether foreseeable or not.

8.4 **Limit of Liability:** Notwithstanding any other provision of these Terms, our maximum aggregate liability for any and all claims, suits, demands, actions or other legal proceedings under, arising out of or relating to these Terms or relating to or arising in connection with the App, the Site, the Services, the Products and/or any of the Materials, whether based on an action or event or series of connected actions or events arising from the same factual act or omission, in contract, negligence, tort or otherwise, shall be the lower of the amount equivalent to: (i) the actual loss or damage (excluding any indirect, incidental, special, consequential or punitive damages) suffered or sustained by you that have been caused directly by our wilful default or gross negligence in the provision of the Services ; or (ii) the total sums received by us from you in the twelve months preceding the first event or occurrence giving rise to any damages or liability.

8.5 **Reporting:** You must report any incident, accident, crash, personal injury, damage, lost or stolen Product to us as soon as practicably possible.

9. Insurance

9.1 Your safety and peace of mind is important to us, however any insurance held by us may not cover you for any injury, harm, damage or loss you may suffer in the event of an accident (or otherwise related to your use of the Services) and you should give consideration to obtaining your own insurance.

9.2 You acknowledge that any use of the Services that is in breach of these Terms or is otherwise in breach of any local authority, regional authority or government rules may void all insurance, accident or liability coverages (where permitted by law) and makes you responsible for all loss or damage to, or connected with,

your use of the Service, to the extent that such loss or damage is connected to such prohibited use.

- 10. Indemnification**
- 10.1 Without limiting the generality of any provision in these Terms, the User shall indemnify, defend and hold harmless the Beam Parties from and against any and all losses, damages, fines or claims which the Beam Parties may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against the Beam Parties, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of: (i) any death, personal injury or loss or damage to property, arising from any act or omission of the User in connection with the possession, use or operation of the Product; (ii) any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct of the User; and/or (iii) any breach of or failure or delay in complying with these Terms or any Applicable Laws by the User, including any rules, code of conduct and/or guidelines issued by any governmental, administrative or regulatory authority or agency.
- 11. Hyperlinks, alerts and advertising**
- 11.1 **Hyperlinks:** For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by Third Parties. Such linked websites or content are not under our control and we are not liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the contents, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.
- 11.2 **Alerts:** You may receive Alerts from time to time. Each Alert may be notified by e-mail and/or pop-up screen in the App or your browser. We do not guarantee the delivery, timeliness or accuracy of Alerts. We reserve the right to vary any Alert and to terminate the provision of certain content or the promotion advertised in the Alerts at any time without giving any reason or prior notice. We shall not be liable to you or anyone else for losses, damages, fines or claims arising from:
- (a) non-delivery, delayed delivery or wrong delivery of an Alert;
 - (b) inaccurate content of an Alert; or
 - (c) use or reliance by you on the contents of an Alert for any purpose, including investment and business purposes.
- 11.3 **Advertising:** We may attach banners, java applets and/or such other materials to the App and/or the Site for the purposes of advertising our (or our Affiliates') products and/or services. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials.

- 12. Confidentiality and Personal Information**
- 12.1 Beam collects uses and discloses personal information about you, as outlined in our Privacy Policy. You acknowledge and agree that all personal information and/or particulars sent or submitted by you in relation to any access to or use of the App, the Site and/or the Services or which have been collected from your access to or use of the App, the Site and/or the Services is non-confidential and non-proprietary unless otherwise expressly indicated by you.
- 13. Termination**
- 13.1 **Termination by us:** We may with immediate effect upon giving you notice, terminate your use of and restrict or disable your access to the App, the Site, the Product and/or the Services and/or disable your Security Credentials , where we believe that you have violated or acted inconsistently with any terms or conditions set out herein, if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Services, or for any other reason whatsoever, in our sole and absolute discretion.
- 13.2 **Termination by you:** You may terminate your account by giving seven days' notice in writing to us.
- 13.3 **Effect of Termination:** The termination of your account, the use of the App, the Site and/or the Services for any reason shall not bring to an end our rights accrued prior to termination, and your obligations under any provision of these Terms which is meant to survive the termination.
- 14. Notices**
- 14.1 **Notices from us:** All notices or other communications given to you if:
- (a) communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or
- (b) sent by post or left at your last known address will be deemed to be received by you on the second day following such posting or on the day when it was so left.
- 14.2 **Notices from you:** You may only give notice to us in writing sent to our designated address or e-mail address, and we shall be deemed to have received such notice only upon receipt. While we endeavour to respond promptly to notices from you, we cannot guarantee that we will always respond with consistent speed.
- 14.3 **Other modes:** Notwithstanding Clauses 11.1 and 11.2, we may from time to time designate other acceptable modes of giving notices (including but not limited to e-mail or other forms of electronic communication) and the time or event by which such notice shall be deemed given.
- 15. General**
- 15.1 **Governing Law:** Use of the App, the Site and/or the Services and these Terms shall be governed by and construed in accordance with New Zealand law and you hereby submit to the exclusive jurisdiction of the New Zealand courts.
- 15.2 **Amendments:** We reserves the right to modify, vary and change the Terms and/or the Alternate Terms at any time as we deem fit by the following methods:

- (a) by updating and posting an updated version of the Terms and/or the Alternate Terms on www.ridebeam.com. Such modification, variation and/or changes shall be effective after five (5) days upon the posting of an updated version at www.ridebeam.com; or
- (b) by giving notice through the App and/or the Site or by such other method of notification as we may designate (which may include notification by way of e-mail), of the modification, variation and/or change to the Terms and/or the Alternate Terms, such variation modification, variation and/or change to take effect on the date we specify.

You agree that it shall be your responsibility to review the Terms regularly and also the Alternate Terms applicable to any Alternate Country where you use the Site, the App and/or the Service, whereupon the continued use of the App, the Site and/or the Service after the date of effectiveness of such modification, variation and/or change, whether or not reviewed by you, shall constitute your consent and acceptance to such modification, variation and/or change. Our right to vary these Terms in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to these Terms.

- 15.3 **Binding and conclusive:** You acknowledge and agree that any records (including records of any telephone conversations relating to the Services, if any) maintained by us or our service providers relating to or in connection with the App, the Site and the Services shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.
- 15.4 **Sub-contracting and delegation:** We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the App, the Site and/or the Services and reserve the right to use any service providers, subcontractors and/or agents on such terms as we deem appropriate.
- 15.5 **Assignment:** You may not assign your rights under these Terms without our prior written consent. We may assign our rights under these Terms to any Third Party.
- 15.6 **Force Majeure:** We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under these Terms (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the App's, the Site's and/or the Services' contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.
- 15.7 **Severability:** The invalidity or unenforceability of any of the provisions in these Terms shall not adversely affect or impair the validity or enforceability of the remaining provisions of these Terms.

- 15.8 **Waiver:** In the event of a breach of these Terms by you, our failure to enforce these Terms shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce these Terms. We would still be entitled to use our rights and remedies in any other situation where you breach these Terms.
- 15.9 **Rights of Third Parties:** Except as expressly stated, these Terms do not confer any rights on third parties and to the maximum extent allowable at law we will not, under this agreement, be liable in any way to any third parties.. For the avoidance of doubt, nothing in this Clause 12.9 shall affect the rights of any permitted assignee or transferee of these Terms.
- 15.10 **Dispute Resolution:** The User and Beam shall use best efforts to negotiate in good faith and settle amicably any dispute, controversy or claim that may arise out of or in relation to these Terms or the breach, termination or validity thereof. If an amicable settlement is unable to be reached, the dispute, controversy or claim shall be ~~shall~~ be referred to and finally resolved, in accordance with New Zealand law, by arbitration administered by the Resolution Institute (or successor organisation) in accordance with the Resolution Institute's Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration shall be conducted according to the following principles:
- (a) The number of arbitrators shall be one.
 - (b) The seat of arbitration shall be New Zealand.
 - (c) The language to be used in the arbitration proceedings shall be English.

Schedule 1

Definitions and Interpretation

- 1 Definitions.** Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms:
- 1.1 **"Affiliates"** means with respect to an entity, any person directly or indirectly controlled by, controlling or under common control with that entity, where **"control"** means the right to exercise, directly or indirectly, more than fifty per cent. (50%) of the voting rights attributable to the management of that person and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.
- 1.2 **"Alerts"** means specific prompts in respect of certain content or Promotions provided by us.
- 1.3 **"Applicable Laws"** means any law, regulation, bylaw, gazette notice, code of practise or New Zealand Transport Agency guideline.
- 1.4 **"App"** means the software program currently known as 'Beam', or such other name as we may designate from time to time.
- 1.5 **"Beam", "we", "our" and "us"** refer to Beam Mobility New Zealand Limited (NZBN: 9429047157651), a corporation incorporated in New Zealand.
- 1.6 **"Beam Parties"** means Beam and its Affiliates, and their respective officers, directors, employees, agents, independent contractors, successors and assigns.
- 1.7 **"Guidelines"** means the set of rules which we have developed and set out on the App and/or the Site, describing the policies, requirements, procedures, instructions and guidelines relating to the Services (including in particular, how Users are to use and operate the Products and what our policies and requirements are), as may be amended by us from time to time.
- 1.8 **"Intellectual Property Rights"** means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- 1.9 **"Materials"** shall have the meaning ascribed to such term in Clause 5.1.
- 1.10 **"Password"** refers to the valid password that you use in conjunction with the Username to access the App and/or the password-protected and/or secure areas of the Site.
- 1.11 **"Privacy Policy"** means the privacy policy as set out on the App and/or the Site.
- 1.12 **"Products"** means the personal mobility devices and any equipment and/or accessories attached thereto offered by us from time to time.
- 1.13 **"Product Rental Service"** means the making available to you the use of the Product on or through the App and/or the Site.
- 1.14 **"Promotions"** shall have the meaning ascribed to such term in Clause 4.2.
- 1.15 **"Prohibited Material"** means any information, graphics, photographs, data and/or any other material that:
- (a) contains any computer virus or other invasive or damaging code, program or macro;
 - (b) infringes any third-party Intellectual Property Rights or any other proprietary rights;
 - (c) is defamatory, libellous or threatening;

- (d) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law; and/or
 - (e) is or may be construed as offensive and/or otherwise objectionable, in our sole opinion.
- 1.16 **“Security Credentials”** means Username, Password, and any other unique login identification credentials issued or prescribed by us to allow Users, to access the App and/or the password-protected and/or secure areas of the Site.
- 1.17 **“Services”** means the services, information and functions made available by us on or through the App and/or the Site, including the Product Rental Service.
- 1.18 **“Site”** means the web site at any domain name operated by or on behalf off us or any of our Affiliates designated by us from time to time, including the website currently at the domain name *www.ridebeam.com*, or at such other domain name as we may designate from time to time, and, if applicable, the websites at subdomains of such domain name.
- 1.19 **“Third Party”** means a legal entity, company or person(s) that is not a party to these Terms.
- 1.20 **“Trademarks”** means the trademarks, service marks, trade names and logos used and displayed on the App and the Site.
- 1.21 **“User”, “you” and “your”** means any party with access to any App or Site and/or who uses the Products and/or the Services and, in the case of

a party which is a natural person, individuals over the age of 18 or otherwise under the supervision of a parent or legal guardian.

- 1.22 **“Username”** refers to the unique login identification name or code which identifies you.

2 Interpretation

- 2.1 In these Terms: (i) whenever the words “include”, “includes” or “including” are used in these Terms, they will be deemed to be followed by the words “without limitation”; (ii) reference to Clauses, Paragraphs and Schedules are (unless otherwise stated) to clauses, paragraphs and schedules of these Terms; (iii) words importing the singular only shall also include the plural and vice versa where the context requires and references to persons include bodies incorporated or unincorporated, including partnerships and their successors and assigns; (iv) unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well as all references to a number of months means calendar months; (v) clause, paragraph and/or schedule headings are inserted for convenience only and shall not affect the interpretation of these Terms; and (vi) references to a statute, law, by-law, regulation, rule, directive, delegated legislation or order also refers to the same as amended, modified or replaced from time and to any by-law, regulation, rule, directive, delegated legislation or order made thereunder.
- 2.2 In the event of any inconsistency between the body of the Terms and any of the Schedules, the body of the Terms shall prevail unless otherwise provided.