

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 and the Services provided by us, Beam (defined below) in Australia. **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 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. 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**
1. Beam and the User are the only parties to these Terms.
 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 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.
 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 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 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**

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.
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, or otherwise under the supervision of a parent or legal guardian;
 - (c) that the Vehicles shall remain our property at all times and we shall be entitled to repossess and remove the Vehicle 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 Vehicle rented by you for any reason whatsoever; and (ii) use the Vehicle 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 Vehicle; (ii) tamper with or make any modifications to the Vehicle; 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 Vehicle;
 - (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 Vehicle.
 - (g) that you shall protect and safeguard the Vehicle (including maintaining adequate security arrangement) while the Vehicle are in your custody;
 - (h) that you are familiar with the operation of the Vehicle and are responsible for ensuring that the Vehicle is operated in a safe manner 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;

4. Charges and Payment

1. Charges:

- (a) 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 or prior notice.
- (b) You may also be charged the following fees in the circumstances specified below:
 - (i) Helmet replacement fee if you do not return the supplied helmet at the end of your ride.
 - (ii) Unauthorised parking fee if you leave a Vehicle in an area designated in the App as a no parking zone, a no riding zone or leave a Vehicle outside the permitted service zone at the end of your ride.

- 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.

3. Refunds:

- (a) 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.
- (b) You may be entitled to a refund on a pro-rata basis of unused portions of purchased Credits or Subscription in circumstances where:
 - (i) you are entitled to a refund under applicable consumer protection laws; or
 - (ii) in our reasonable opinion, an amendment or limitation on the use of the Services, Credits or Subscription placed by us subsequent to your purchase has a major detrimental effect on you; or
 - (iii) you have not been able to use the Service due to our suspension or ceasing to provide the Services (except in

5. **Intellectual property**

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.
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.
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.
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 Vehicles 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

6. Group Rides

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.
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; and
 - (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. Subscription

1. You may purchase subscription and/or passes as may be offered on the Site or through the App (each a "Subscription").
2. The price, entitlement, restriction and any other applicable terms or conditions for the Subscriptions shall be set out within the App or on the Site.
3. Unless specified otherwise, Subscriptions cannot be used with any other promotions or offers and payment for Subscriptions cannot be made via Beam Credits.
4. If the Subscription automatically renews upon expiry, you will be automatically charged the full amount of the renewed Subscription price at that time unless you change this selection before that occurs. You may change your auto-renew selection at any time unless there is an applicable minimum period as set out in relation to such Subscription.
5. A subscription may be ended or withdrawn at any time at our discretion and in such cases you will be entitled to the benefit of the subscription until the next billing interval.

8. Credits

1. You may purchase credits for use on the Service as may be offered on the Site or through the App ("Credit").
2. The price, entitlement, restriction and any other applicable terms or conditions for the Credits shall be set out within the App or on the Site.
3. Unless specified otherwise:
 - (a) Credits cannot be used with any other promotions or offers and can only be used in the country of purchase.
 - (b) Subject to Your Consumer Rights, any unused Credits will expire pursuant to the expiry period as specified to You in relation to such Credits, or if no such expiry period is specified, three years after purchase.

9. Loss, stolen, detained and incorrectly parked Vehicles

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.
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

10. Our limitation of responsibility and liability

No representations or warranties: The App, the Site, the Services, the Vehicles 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 Vehicles 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.

2. **Use of Vehicle to be 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 Vehicles 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 Vehicles 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

- 11. Insurance**
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.
 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.
- 12. Indemnification**
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 Vehicle; (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 any applicable laws by the User, including any rules, code of conduct and/or guidelines issued by any governmental, administrative or regulatory

13. Hyperlinks, alerts and advertising

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.
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.
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.

14. Consumer Rights

1. All your rights set out under these Terms are in addition to your rights as a consumer ("Your Consumer Rights") under applicable consumer protection legislation, including the Australian Consumer Law.
2. Your Consumer Rights are not excluded, restricted or modified by these Terms. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

15. Confidentiality and Personal Data

1. The terms of our Privacy Policy form part of these Terms. Our Privacy Policy sets out how we collect, use, store and disclose your personal information.
2. If we do not collect personal information from you, we will not be able to rent you a Vehicle and if any of the personal information you provide is incomplete or inaccurate, the quality of our Services may be compromised.
3. By entering into these Terms with us and by providing us with personal information, you represent to us and we will proceed on the basis that you have read and agree to the terms of our Privacy Policy.
4. You acknowledge and agree that all 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 required under the Australian Privacy Principles or as expressly indicated by you, and may be used by us in accordance with our Privacy Policy.

16. Termination

1. **Termination by us:** In our sole and absolute discretion, we may with immediate effect upon giving you notice, terminate your use of the App, the Site and/or the Services and/or disable your Security Credentials. We may bar access to the App, the Site and/or the Services (or any part thereof) for any reason whatsoever, including a breach of any of these Terms or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Services.
2. **Termination by you:** You may terminate your account by giving seven days' notice in writing to us.
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.

17. Notices

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 day following such posting or on the day when it was so left.
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.
3. **Other modes:** Notwithstanding Clauses 12.1 and 12.2, 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.

18. General

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 the laws in force in the State or Territory of Australia where the Services are provided and you hereby submit to the exclusive jurisdiction of the courts of that State or Territory.
 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 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.
3. **Dispute Resolution:** The User and Beam shall use best efforts to negotiate in good faith and settle amicably any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination. If an amicable settlement is unable to be reached, then such dispute shall be referred to and finally resolved by arbitration in accordance with the ACICA Expedited Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English.
 4. **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.
 5. **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

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 capacity to determine the outcome of decisions about financial and operating policies.
 - 1.2. **"Alerts"** means specific prompts in respect of certain content or Promotions provided by us.
 - 1.3. **"App"** means the software program currently known as 'Beam', or such other name as we may designate from time to time.
 - 1.4. **"Australian Privacy Principles"** means the Australian Privacy Principles set out under the *Privacy Act 1988*.
 - 1.5. **"Australian Consumer Law"** means Schedule 2 to the *Competition and Consumer Act 2010*.
 - 1.6. **"Beam", "we", "our" and "us"** refer to Beam Mobility Australia Pty Ltd ACN 629 999 533, of 4 Knowles Avenue. North Bondi NSW 2026.
 - 1.7. **"Beam Parties"** means Beam and its Affiliates, and their respective officers, directors, employees, agents, independent contractors, successors and assigns.
 - 1.8. **"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 Vehicles and what our policies and requirements are), as may be amended by us from time to time.
 - 1.9. **"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.
 - 1.10. **"Materials"** shall have the meaning ascribed to such term in Clause 5.1.
 - 1.11. **"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.
 - 1.12. **"Privacy Policy"** means the privacy policy as set out on the App and/or the Site.
 - 1.13. **"Promotions"** shall have the meaning ascribed to such term in Clause 4.2.
 - 1.14. **"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.
 - 1.15. **"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.

- 1.16. **“Services”** means the services, information and functions made available by us on or through the App and/or the Site, including the Vehicle Rental Service.
- 1.17. **“Site”** means the web site at any domain name operated by or on behalf of 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.
- 1.18. **“Third Party”** means a legal entity, company or person(s) that is not a party to these Terms.
- 1.19. **“Trademarks”** means the trademarks, service marks, trade names and logos used and displayed on the App and the Site.
- 1.20. **“User”, “you” and “your”** means any party with access to any Site and/or who uses the Services and, in the case of a party which is a natural person, individuals over the age of 16 or otherwise under the supervision of a parent or legal guardian.
- 1.21. **“Username”** refers to the unique login identification name or code which identifies you.
- 1.22. **“Vehicles”** means the personal mobility devices and any equipment or accessories attached thereto offered by us from time to time.
- 1.23. **“Vehicle Rental Service”** means the making available to you the use of the Vehicle on or through the App and/or the Site.

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.