



User Agreement

Last Updates to Our User Agreement & Terms of Service: February 17, 2019.

PLEASE READ EACH PROVISION OF THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES (DEFINED BELOW). BY ACCESSING AND/OR USING OUR SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT AND THE CONDITIONS OF USE STATED HEREIN, INCLUDING THE ARBITRATION AND CLASS ACTION WAIVER PROVISIONS, DO NOT USE THE SERVICES.

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS FURTHER DETAILED IN SECTION 2 BELOW. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. BY AGREEING TO WAIVE CLASS ACTION RIGHTS, EACH PARTY AGREES THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION.

This User Agreement & Terms of Service (collectively, the “Agreement”) is a legally binding agreement between you (“You,” “Your,” or “User”) and DAV Research Ltd., (“DAV,” “We,” “Us,” or “Our”). This Agreement states the material terms and conditions that governs Your use of Our Services.

Our Services are comprised of the following:

- 1) Our software that is installed on devices on electric scooters to make them compatible with Our other Services (each compatible electric scooter activated through Our Services, a “Scooter”);**
- 2) Use of Our website, available at dav.city (including any versions optimized for viewing on a wireless or tablet Device), Our mobile application (the “App”) that helps owners of Scooters who wish to rent out their Scooters (“Scooter Owners”) and those who wish to rent Scooters (“Scooter Renters”) to find each other and that provides software and other support for the rental of these Scooters, and any interactive features, and/or other services that We make available and that post a link to this Agreement; and**
- 3) All other related equipment, maintenance, personnel, mobile applications, other software and information provided or made available by Us.**

This Agreement, together with all updates, supplements, additional terms, and all of Our rules and policies collectively constitute this “Agreement” between You and Us.

We agree to allow You to use Our Services, subject to the terms and conditions set forth in this Agreement. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in Euros.

In some instances, both this Agreement and separate guidelines, rules, or terms of use, setting forth additional or different terms and/or conditions will apply to Your use of the Services (in each such instance, and collectively, “Additional Terms”). The Additional Terms are incorporated into this Agreement by this reference. To the extent there is a conflict between this Agreement and any Additional Terms, this Agreement will control unless the Additional Terms expressly state otherwise. By using the Services, You acknowledge and accept the DAV Research Ltd Privacy Policy [https://dav.city/privacy_policy.pdf], and consent to the collection and use of Your data in accordance with that Privacy Policy.

1. USE OF WEBSITE, APP AND ACTIVATED SCOOTER.

1.1. You are the Sole User of the Services : You certify and expressly agree that You are using our Services for your own benefit, You are the sole renter of a Scooter that you activate through Our App, and You are responsible for compliance with all terms and conditions contained in this Agreement. You understand, certify and agree that when You use Our Services to activate a Scooter, the Scooter must be used ONLY BY YOU and that You must not allow others to use a Scooter that You have activated.

1.2. You are At Least 18 Years Old : You represent and certify that You are at least 18 years old.

OPERATION OR USE OF ANY SCOOTER BY ANY MINOR IS EXPRESSLY PROHIBITED. IF YOU ALLOW A MINOR TO USE A SCOOTER BY ACTIVATING IT THROUGH YOUR ACCOUNT, YOU SHALL BE RESPONSIBLE FOR ANY AND ALL MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS’ FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN.

1.3. You are a Competent Operator : You represent and certify that You are familiar with the operation of the Scooter, and You are reasonably competent and physically fit to use the Scooter. By choosing to use a Scooter, You assume all responsibilities and risks for any injuries and/or medical conditions, as detailed further below. You are responsible for determining weather conditions, including rain, snow, hail, ice or electrical storms, and/or any other conditions which, whether caused by the weather or otherwise, make it dangerous to operate a Scooter. You are advised to adjust Your riding behavior and braking distance to suit all conditions and variables, including weather and traffic.

1.4. Only Use Scooters Where Allowed : You expressly agree that You will only use the Scooters in areas where the Scooters are allowed by law, rule, regulation or ordinance. You agree that You will not use any Scooters in any restricted areas (such as cities that prohibit Scooters), and You assume all responsibility and liability for any operation of any Scooter in any restricted area, including, but not limited to, any fines, fees, or costs and expenses associated with impounding, as a result of Your use of any of the Scooters in any restricted areas. DAV reserves the right to charge You up to a 100€ penalty, in DAV's sole and absolute discretion, if You use any of the Scooters in any restricted areas. Scooters may not leave the country in which they have been rented.

1.5. Compliance with Laws : You agree to follow all laws, rules, regulations, and/or ordinances pertaining to the use, riding and/or operation of the Scooters, including, without limitation, helmet laws, traffic laws, parking restrictions, use restrictions, and prohibition of alcohol and drug use. You expressly agree that You are responsible for becoming familiar with any and all applicable laws, rules, regulations, and/or ordinances in the location that You are operating a Scooter.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY VIOLATION OF ANY LAWS, RULES, REGULATIONS, AND/OR ORDINANCES CAUSED BY YOUR USE OF THE SERVICES, INCLUDING IMPROPER RIDING AND/OR PARKING, AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS, FEES (INCLUDING IMPOUNDING FEES CHARGED BY ANY LOCAL GOVERNMENT) AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES.

1.9. Payment of Fines, Fees and Administrative Fees :

1.9.1. You agree to pay any fines, fees, penalties, impounding charges and expenses, court costs, traffic tickets, tolls, and/or any other charges incurred by DAV or the Scooter Owner, that result from You parking any Scooter improperly, or as a result of You violating any law, rule, regulation, and/or ordinance while using the Services.

1.9.2. You agree that We may, in Our sole discretion, pay all tickets, citations, fines and/or penalties on Your behalf directly to the appropriate authority, and You will pay us for what we paid to the appropriate authority or their designated agent(s) plus a reasonable administrative fee. You agree and acknowledge that we cooperate with all federal, state, municipal and local officials charged with enforcing infractions to provide any information necessary as they may request or may otherwise be required.

1.9.3. You authorize Us to bill You directly to the credit/debit card and/or other payment method You used to activate the Scooter through Our Services.

1.9.4. You authorize Us to contact You directly regarding any tickets, citations, fines and/or penalties incurred by You or assessed against Us or to a Scooter activated through Our Services while the Scooter was rented to You.

1.9.5. In the event we use a third party collection and or administrative agent to resolve any tickets, citations, fines and/or penalties, You agree to pay all costs and collection fees including, but not limited to, administrative and legal costs to such agent upon demand without protest.

1.9.6. You agree to indemnify and hold us harmless for any tickets, citations, fines, penalties and/or administrative fees incurred as a result of Your use of Our Services.

1.10. Prohibited Acts : YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:

1.10.1. Operate any Scooter in violation of any laws, rules, regulations, and/or ordinances, including any and all rules pertaining to riding any Scooters on sidewalks, restricted roads, or pathways, and/or parking Scooters.

1.10.2. Operate any Scooter while carrying any briefcase, backpack, bag, or other item if it impedes Your ability to operate safely the Scooter.

1.10.3. Use any cellular telephone, text messaging Device, portable music player, and/or any other Device that may distract You from safely operating a Scooter.

1.10.4. Operate any Scooter while under the influence of any alcohol, drugs, medication, and/or any other substance that may impair Your ability to safely operate a Scooter.

1.10.5. Carry any other person on a Scooter.

1.10.6. Use locking mechanisms other than those provided on the Scooter at the time You activated the Scooter.

1.10.7. Park any Scooter in a manner that does not strictly comply with all applicable laws, rules, regulations, and/or ordinances. You expressly agree that You are responsible for becoming familiar with any and all applicable laws, rules, regulations, and/or ordinances in the location that You are operating a Scooter.

1.10.8. Park or place any Scooter in a manner that prevents the Scooter Owner from accessing it. If You violate this Section, You may be charge up to 1,000€, in Our sole and absolute discretion in penalties and administrative costs and expenses.

1.11. Scooters are Intended for Only Limited Types of Use : You agree that You will not use a Scooter for racing, mountain riding, stunt, or trick riding. You agree that You will not operate and/or use a Scooter on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others. You agree that You will not use a Scooter for hire or reward, nor use any Scooter in violation of any law, rule, regulation, and/or ordinance, including, without limitations, those pertaining to helmet use.

1.12. Weight and Cargo Limits : You must not exceed the maximum weight limit for any Scooter (95 kg) or the cargo carrier/basket on any Scooter (6 kg), and You must not otherwise use the cargo carrier improperly with regard to type of contents or any visual obstruction or riding

impediment. You acknowledge that the front carrier/basket of a Scooter is intended for light goods only, and that You will not carry people or animals anywhere on any Scooter.

1.13. Scooter Ownership, No Tampering : You agree that the Scooters are the exclusive property of the Scooter Owners. You must not modify, repair, apply any form of decal or sticker to, or deface any Scooter (or any part thereof) in any way. You must not tamper with, attempt to gain unauthorized access to, or otherwise use any Services in a manner that does not comply with this Agreement.

You agree and understand that DAV, or its third party contractors, monitors the location, charge status, odometer and other driving information of the Scooter, and may collect information and data regarding your use of the Scooter.

1.14. Reporting of Damage or Crashes : You must report any accident, crash, damage, personal injury, stolen or lost Scooter to DAV and the Scooter Owner through DAV's Services as soon as possible. If a crash involves personal injury, property damage, or a stolen Scooter, You shall file a report with the local police department within 24 hours.

1.15. Assumption of Liability by You : YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES.

1.16. You are Responsible for Scooter Damage; Vandalism : You agree to return (locked and a ride concluded) Scooters in the same condition in which such Scooter was rented. You agree that You will be responsible for the cost of repairing and/or replacing any Scooter that You damage and/or cause damage to. You will not be responsible for normal wear and tear of the Scooters. If You vandalize any Scooter, You shall be liable for up to 2,000€ as a penalty, administrative fee and replacement value for each Scooter, in DAV's sole and absolute discretion, and a police report may be filed against You.

1.17. Availability and Usage of Scooters: You agree and acknowledge that Scooters may not be available at all times. Scooters require periodic charging of batteries in order to operate. You agree to use and operate Scooters safely and prudently and comply with all restrictions and requirements associated with Scooters, as set forth in any all applicable laws, rules, regulations, and/or ordinances. You understand and agree to the following:

1.17.1. The level of charge power remaining in the Scooter will decrease with use of the Scooter (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities of the Scooter may decrease (or cease in their entirety).

1.17.2. The level of charging power in the Scooter at the time You initiate the rental or operation of a Scooter is not guaranteed and will vary with each rental use.

- 1.17.3. The rate of loss of charging power during the use of the Scooter is not guaranteed and will vary based on the Scooter, road conditions, weather conditions and/or other factors.
- 1.17.4. It is Your responsibility to check the level of charge power in the Scooter and to ensure that it is adequate for the ride before initiating operation of the Scooter.
- 1.17.5. DAV does not guarantee the distance and/or time that You may operate any Scooter before it loses charging power completely. The Scooter may run out of charging power and cease to operate at any time during Your rental of the Scooter, including before reaching Your desired destination.

2. ARBITRATION; CLASS ACTION WAIVER; DISPUTE RESOLUTION.

- 2.1. **Dispute Resolution** : Certain portions of this Section 2 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and DAV expressly agree and intend that this Section 2 satisfies the “writing” requirement of the Federal Arbitration Act. This Section 2 can only be amended by mutual agreement.
- 2.2. **Informal Resolution of Disputes and Excluded Disputes** : If any controversy, allegation, or claim arises out of or relates to the Services, the Content, Your User-Submissions, this Agreement, or any Additional Terms, whether heretofore or hereafter arising (collectively, “Dispute”), or to any of DAV’s actual or alleged intellectual property rights (an “Excluded Dispute”), then You and DAV agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to You will be sent to You based on the most recent contact information that You provide us. But if no such information exists or Kaufmann 4, Tel Aviv 6801296, Israel, (Attn: Legal Department). For a period of sixty (60) days from the date of receipt of notice from the other party, DAV and You will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either You or DAV to resolve the Dispute or Excluded Dispute on terms with respect to which You and DAV, in each of our sole discretion, are not comfortable.
- 2.3. **Binding Arbitration** : If We cannot resolve a Dispute as set forth in Section 2 (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES (WHETHER BASED IN CONTRACT, LAW, STATUTE, RULE, REGULATION, ORDINANCE, TORT INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE, COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE SERVICES. The Federal Arbitration Act (“FAA”), not state law, shall govern the arbitrability of all Disputes regarding this Agreement (and any Additional Terms) and the Services, including the “No Class Action Matters” Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. DAV and You agree, however, that local or national law shall apply to, and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising from a

Dispute regarding this Agreement and the Services, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to the local jurisdiction's choice of law principles.

2.4. Applicability of JAMS Rules and Location of Arbitration : A Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services Inc. ("JAMS") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that You and an officer or legal representative of DAV consent to in writing. If an in-person arbitration hearing is required, then it will 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. You and DAV 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 DAV to pay a greater portion or all of such fees and costs in order for this Section 2 to be enforceable, then DAV will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator or arbitration panel, as the case may be, will apply and be bound by this Agreement and any Additional Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award. All issues are for the arbitrator to decide, including arbitrability. This arbitration provision shall survive termination of this Agreement or the Services. You can obtain JAMS procedures, rules, and fee information as follows: JAMS: 800.352.5267 and <http://www.jamsadr.com>.

2.5. Arbitrator's Decision : The Arbitrator will render a written decision within the time frame specified in the JAMS 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. The Arbitrator's decision shall be final and binding on all parties. The prevailing party in the arbitration shall be entitled to an award of attorneys' fees and costs, as long as the Arbitrator includes such an award of attorneys' fees and costs in the written decision.

2.6. Limited Time to File Claims : TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR DAV WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR DAV MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH HEREIN) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES OR IT WILL BE FOREVER BARRED. Commencing means, as applicable: (a) by delivery of written notice as set forth herein; (b) filing for arbitration with JAMS as set forth herein; or (c) filing an action in court.

2.7. Injunctive Relief : The foregoing provisions of this Section 2 will not apply to any legal action taken by DAV to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Services, any Content, Your User Submissions and/or DAV's intellectual property rights (including those that DAV may claim are in dispute), DAV's operations, and/or DAV's Services.

2.8. No Class Action Matters : YOU AND DAV AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR

REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 2 to arbitrate will not apply and the Dispute must be brought exclusively in court. Notwithstanding any other provision of this Section 2, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this “No Class Action Matters” section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

2.9. Courts in Israel: Except where arbitration is required above or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute arising out of or related to this Agreement, any of the Services, may only be instituted in courts in Tel Aviv, Israel. Accordingly, You and DAV consent to the exclusive personal jurisdiction and venue of such courts for such matters.

2.10. Small Claims Matters Are Excluded from Arbitration Requirement : Notwithstanding the foregoing, either You or DAV may bring a qualifying claim or Dispute (but not Excluded Disputes) in small claims courts of competent jurisdiction.

3. PAYMENT AND FEES.

3.1. Fees : You may use the Scooters on a pay per ride basis or as otherwise in accordance with the pricing described in the App. This pricing may vary from Scooter to Scooter and from time to time, but is usually comprised of a flat fee to unlock, followed by a per-minute fee charged for each minute or part of a minute while the scooter is unlocked. In each case, fees and other charges may be subject to applicable taxes and other local and/or national government charges, which may be charged and collected by DAV. DAV will charge Your credit card or debit card (collectively, Your “Card”) or other agreed payment methods the amount of the fees as described in this Agreement.

3.2 Security Deposit : A security deposit hold may be placed on Your Credit Card for each Scooter to be activated through Our Services. The security deposit amount will be specified on the App at the time of Your purchase selection. The amount of the security deposit may remain on Your Credit Card for an amount of time to be determined by Your credit card company’s policies regarding holds.]

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

3.3. Maximum Rental Time and Charges : Maximum rental time is 24 hours. You agree that You will deactivate the Scooter rental within 24 hours of time that rental of the Scooter began. You may then rent again. You agree that You are solely responsible for being aware of any elapsed

time related to timely locking any Scooter. The maximum rental charge is 220€ for any Scooter, all based on a 24-hour period. After return of the Scooter, You will be charged the accumulated rental charges, or the maximum 24-hour charge, whichever is less, in addition to any penalties, charges, fees, expenses, or costs that You may have incurred. Scooters not returned (locked and a ride concluded) within 48 hours will be considered lost or stolen, and You may be charged up to 2,000€ for each Scooter, and a police report may be filed against You. We may also charge a service fee of 25€, in Our sole discretion, for rentals in excess of 24 hours where the Scooter is not considered lost or stolen.

3.4. Valid Credit Card or Debit Card : You must input a valid Card number and expiration date before You will be registered to use the Services. You represent and warrant to DAV that You are authorized to use any Cards You furnish to DAV. You authorize DAV to charge the Card for all fees incurred by You. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by DAV. If You dispute any charge on Your Card account, then You must contact DAV within 10 business days from the end of the month with the disputed charge, provide to DAV all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. You agree to immediately inform DAV of all changes relating to Your Card.

3.5. Abandonment Fees : If You are unable to return any Scooter to a valid area (*i.e.*, You deactivate a Scooter on private property, a locked community, and/or any other unreachable area), then the Scooter will be considered abandoned. If a Scooter accessed under Your account is abandoned without notice, You will be responsible for all fees until the Scooter is recovered and deactivated, plus a service charge of up to \$120.00, to recover the Scooter. Fees are subject to change in DAV's sole and absolute discretion, and without notice to You.

4. TERMS APPLICABLE TO CREDIT CARD CHARGES, PURCHASES

4.1. Generally : Prior to the purchase of any Services and/or the activation of any Scooters, You must provide a valid Card number through the payment page of the App. You will need to provide associated payment information including all of the following: (i) Your name as it appears on the Card, (ii) Your Card number, (iii) the Card type, (iv) the date of expiration, and (v) any activation numbers or codes needed to charge Your Card. By submitting that information to our third party credit card processor, You agree that You authorize us and/or our processor to charge Your Card at our convenience but within thirty (30) days of Card authorization. For any Scooter activation or other Services that You order on the Services, You agree to pay the price applicable (including any sales taxes and surcharges) as of the time You submit the order. We may offer special promotions with differing conditions and limitations. Any materially different terms from those described in this Agreement will be disclosed at Your sign-up or in other communications made available to You. We reserve the right to modify, terminate or otherwise amend Our offered promotions. Please note that We do not provide price protection or refunds in the event of a price drop or promotional offering.

4.2. Methods of Payment, Credit Card Terms and Taxes : All payments to DAV are made through a third party payment processor(s). We accept any and all methods of payment that Our third party payment processor(s) accept. We currently do not accept cash, personal or business checks or any other payment form, although in the future We may change this policy.

- 4.3 Your Credit Card Information; Third Party Payment Processor Privacy Policy:** The third party payment processor may hold your credit card number for a current transaction and for Your future transactions. For questions and information about the third party payment processor, You can contact them directly. You can visit their website and view their privacy policy. DAV does not hold your credit card number. If You do not wish to have Your payments processed through the third party payment processor, You should not use Our Services. If You do not wish to have the third party payment processor hold your credit card number for future transactions, contact us by emailing privacy@dav.city
- 4.4 Your Credit Card Agreement; Your Payment Responsibilities:** Your Card issuer agreement governs Your use of Your designated Card, and You must refer to that agreement and not this Agreement to determine Your rights and liabilities as a cardholder. You represent and warrant that You will not use any Card or other form of payment unless You have all necessary legal authorization to do so. **YOU, AND NOT DAV, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees and charges incurred in connection with Your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. If DAV does not receive payment from Your Card issuer or its agent, You agree to pay all amounts due upon demand by DAV or its agents. Overdraft charges, sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the Services. You are responsible for paying any such taxes or charges imposed on Your purchases, including, but not limited to, sales, use or value-added taxes. DAV shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within localities that it deems is required in accordance with our order policy in effect at the time of purchase.
- 4.5. Refund Policy :** All purchases made through the Services are subject to DAV's return policy in effect at the time of purchase. Currently, DAV's refund policy is to not offer any refunds for any Scooter activation and rental effected through the Services, except in DAV's sole and absolute discretion.
- 4.6. Order Acceptance Policy :** Your receipt of an electronic or other form of order confirmation does not signify our acceptance of Your order, nor does it constitute confirmation of an offer to sell. DAV reserves the right at any time after receipt of Your order to accept or decline Your order for any reason. DAV further reserves the right any time after receipt of Your order, without prior notice to You, to supply less than the quantity You ordered of any item. Your order will be deemed accepted by DAV upon the delivery of an activated Scooter and/or Services that You have ordered. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, You agree that, if We cancel all or a portion of Your order or if We provide You less than the quantity You ordered, Your sole and exclusive remedy is either that: (a) We will issue a credit to Your Card account that was used to effectuate the purchase in the amount charged for the cancelled portion or the quantity not provided (if Your Card has already been charged for the order); or (b) We will not charge Your Card for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order You have placed with DAV has been effected until You receive a confirmation from DAV via email or the Services. As stated above, You will be responsible for, and Your Card or third-party payment account may be charged for, the payment of all fees associated with orders already processed or shipped before Your cancellation/change request or a request to terminate Your account was received.

4.7. No Responsibility to Sell Mispriced Products or Services : We do our best to describe every item, product or service offered on the Services as accurately as possible. However, We do not warrant that specifications or pricing on the Services is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, DAV shall have the right to refuse or cancel any orders in DAV's sole and absolute discretion. If We charged Your credit card or other account prior to cancellation, We will issue a credit to Your account that was used to effectuate the purchase in the amount of the charge. Additional terms may apply. If a Scooter You payed for DAV to activate is not as described, Your sole remedy is to return the Scooter, complete and undamaged, in the condition you found it, and not access or use the Scooter.

4.8. Modifications to Prices or Billing Terms : The activation of Scooters and/or Services is subject to availability. SCOOTER AND OTHER SERVICES DISPLAYED ON THE SERVICES MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. DAV RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICES OR BY ELECTRONIC DELIVERY TO YOU.

4.9. Account Registration And Security : You understand that You will need to create an account to have access to the Services. You will: (a) provide true, accurate, current and complete information about You as prompted by the Services' registration page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or DAV has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, DAV has the right to suspend or terminate Your account and refuse any and all current or future use of the Services (or any portion thereof). You are entirely responsible for the security and confidentiality of Your password and account. Furthermore, You are entirely responsible for any and all activities that occur under Your account. You will not share Your account information or Your user name and password with any third party or permit any third party to logon to the Services using Your account information. You agree to immediately notify us of any unauthorized use of Your account or any other breach of security of which You become aware. You are responsible for taking precautions and providing security measures best suited for Your situation and intended use of the Services. We have the right to provide Your billing, account, Content or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business, or in some cases, as a result of mandatory data sharing with governments). Please note that anyone able to provide Your personally identifiable information will be able to access Your account so You should take reasonable steps to protect this information.

5. RELEASES; WAIVERS.

5.1. Releases : "Claims" means, collectively, and without limitation, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted,

unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including the Scooters, equipment or related information, and/or (b) Your use of any of the foregoing. "Released Persons" means, collectively (i) DAV and all of its owners, managers, affiliates, employees, agents, representatives, successors, assigns, licensors, licensees, distributors, vendors or third parties with whom DAV authorizes or otherwise partners with to distribute, market or otherwise commercialize the Services, (ii) municipalities and public entities (including all of their respective elected and appointed officers, officials, employees and agents) which authorize DAV to operate any of its Services, and (iii) to the extent You access the Services using a third party application, website, content, products, or services, that third party and all of its owners, managers, affiliates, subsidiaries, employees, directors, agents, representatives, successors, and assigns. In exchange for being allowed to use any of the Services, and other equipment or related information provided by DAV, You (acting for You and for all of Your family, heirs, agents, affiliates, representatives, successors, and assigns) hereby fully and forever release and discharge all Released Persons for any and all Claims that You have or may have against any Released Person. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases. You expressly agree to indemnify, release and hold harmless Released Persons from all liability for any such property loss or damage, personal injury or loss of life, regardless of the cause, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using any of the Services.

5.2. Waiver of California Civil Code Section 1542 : You expressly agree and acknowledge that You may discover facts or law different from, or in addition to, the facts or law that You know or believe to be true with respect to the Claims and the Released Persons. Nonetheless, You expressly agree and acknowledge that Section 5.1 above shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them. You expressly agree and acknowledge that all rights under California Civil Code Section 1542 are expressly waived. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

6. DISCLAIMERS.

6.1. Disclaimer of Warranties : TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, THE SCOOTERS, OR RELATED EQUIPMENT, DAV AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.2. Services Provided As-Is : ALL OF THE SERVICES, SCOOTERS, AND RELATED EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK).

Therefore, to the fullest extent permissible by law, the Released Persons hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- 6.2.1. the Services (including the Scooters, the Content, the equipment rented through the Services, and the User Submissions);**
- 6.2.2. the functions, features, or any other elements on, or made accessible through, the Services;**
- 6.2.3. any instructions offered or referenced at or linked through the Services;**
- 6.2.4. security associated with the transmission of Your User Submissions transmitted to DAV via the Services;**
- 6.2.5. whether the Services or the servers that make the Services available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact Your Device(s));**
- 6.2.6. whether the information (including any instructions) on the Services is accurate, complete, correct, adequate, useful, timely, or reliable;**
- 6.2.7. whether any defects to or errors on the Services will be repaired or corrected;**
- 6.2.8. whether Your access to the Services will be uninterrupted;**
- 6.2.9. whether the Services will be available at any particular time or location; and**
- 6.2.10. whether Your use of the Services is lawful in any particular jurisdiction.**

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A RELEASED PERSON, RELEASED PERSONS HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

DAV AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, SCOOTERS, OR RELATED EQUIPMENT WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES, SCOOTERS, AND/OR RELATED EQUIPMENT.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable. However, in those jurisdictions, DAV expressly disclaims any and all warranties to the fullest extent permitted by applicable law.

7. LIMITED LIABILITY OF DAV; ASSUMPTION OF RISK BY YOU.

7.1. Limited Liability : YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, DAV AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, SCOOTERS, AND/OR RELATED EQUIPMENT, (C) YOUR BREACH OF THIS AGREEMENT AND/OR YOUR VIOLATION OF ANY LAW, RULE, REGULATION, AND/OR ORDINANCE, INCLUDING, WITHOUT LIMITATION, RIDING IN A PROHIBITED MANNER OR ON A RESTRICTED SURFACE, RIDING WITHOUT AN APPROVED HELMET PROPERLY SECURED, AND/OR PARKING IN A PROHIBITED MANNER OR LOCATION, (D) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION AND/OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A SNELL, CPSC, ANSI OR ASTM APPROVED HELMET THAT HAS BEEN PROPERLY SIZED, FITTED AND FASTENED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS WHILE USING A SCOOTER, AND/OR (F) ANY NEGLIGENCE, MISCONDUCT, AND/OR OTHER ACTION OR INACTION OF ANY THIRD PARTY.

7.2. Waiver of Claims : YOU HEREBY WAIVE ANY AND ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, AND/OR OTHER GROUNDS, EVEN IF DAV OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

7.3. Maximum Liability to DAV: THE TOTAL LIABILITY OF DAV AND ALL OTHER RELEASED PERSONS FOR ANY AND ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100.

7.4. Assumption of Risk by You : YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, SCOOTERS, AND/OR RELATED EQUIPMENT, IS AT YOUR SOLE AND INDIVIDUAL RISK, AND THAT DAV AND THE RELEASED PERSONS ARE NOT RESPONSIBLE FOR ANY AND ALL CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU FULLY UNDERSTAND THE RISKS ASSOCIATED WITH YOUR USE OF THE SERVICES, SCOOTERS, AND/OR RELATED EQUIPMENT, AND THAT YOU ASSUME SUCH RISK.

7.4.1. You are solely and fully responsible for the safe operation of the Scooters at all times.

7.4.2. You agree that the Scooters are machines that may malfunction, even if the Scooters are properly maintained, and that such malfunction may cause injury.

7.4.3. You agree that riding the Scooters involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to You or others, as well as damage to

property, and that such risks, dangers, and hazards cannot always be predicted or avoided.

7.4.4. You agree that such risks, dangers, and hazards are Your sole responsibility, including, but not limited to, choosing whether to wear a helmet other protective gear. DAV advises You to wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions at all times while using a Scooter, whether required by law or not. You expressly understand and agree that it is solely Your responsibility to determine whether You are required to wear a helmet in the particular jurisdiction in which You are using a Scooter. If You do not wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions, You do so at Your own risk. A helmet and protective gear, even when used, do not eliminate the risk of bodily injury in the event of an accident.

7.4.5. You agree that if Your use of any of the Services, Scooters, and/or related equipment causes any injury or damage to another person or property, then You will be liable for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown.

8. INDEMNIFICATION.

8.1. **Indemnification** : You agree to defend, indemnify, and hold harmless the Released Persons from and against any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits settlements, and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Released Person, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) Your use or misuse of the Services, Scooters, and/or related equipment, (ii) Your misconduct or negligence, (iii) Your User Submissions; (iv) Your use of the Services and Your activities in connection with the Services; (v) Your breach or alleged breach of this Agreement or any Additional Terms; (vi) Your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with Your use of the Services (including the Scooters) or Your activities in connection with the Services; (vii) information or material transmitted through Your Device(s), even if not submitted by You, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (viii) any misrepresentation made by You; and (ix) the Released Persons' use of the information that You submit to Us (including Your User Submissions) (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by the Released Persons in the defense of any of the foregoing. Notwithstanding the foregoing, the Released Persons retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Released Persons reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle

any Claims and Losses without, in each instance, the prior written consent of an officer of a Released Persons.

9. TERM AND TERMINATION.

9.1. **Term** : The term of this Agreement begins when You first use the Services, and the term ends 10 years after You last use the Services; provided, however, that Your personal financial responsibility under this Agreement expires one year after You last use the Services.

9.2. **Termination by DAV**: At any time and from time to time, and without Your consent, DAV may unilaterally terminate Your right to use the Services, in DAV's sole and absolute 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 DAV, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) You may still be charged any applicable fees in accordance with this Agreement. Upon any such termination: (a) Your right to access and use a Scooter will terminate and You must immediately cease all such use.

9.2.1. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Your right to use any of the Services, regardless of how the Agreement is terminated. All sections which by their context ought to survive this Agreement shall survive any termination or expiration of this Agreement, including, but not limited to, Sections 1,2, 5, 6, 7 and 8 herein.

10. CONFIDENTIALITY OF INFORMATION; PRIVACY POLICIES.

10.1. **Information Kept According to Privacy Policy** : All personally identifiable information that is held by DAV and pertains to You, including all names, addresses, phone numbers, email addresses, Card numbers, and/or pass numbers, will be kept by DAV in accordance with its Privacy Policy [https://dav.city/privacy_policy.pdf]; provided, however, that (i) if there is any situation where You are unable to communicate personal information to the appropriate authorities, then DAV may, in Our sole and absolute discretion, provide Your name, address, phone number, and other information to such authorities, (ii) if DAV receives a subpoena from any court or other authority, then DAV will provide all requested information in accordance with applicable law, and (iii) DAV may disclose aggregate and other data about You in accordance with applicable law, including, without limitation, general latitude and longitude data for Your addresses (provided this would not allow any individual's address to be separately identified). In addition, DAV may disclose individual data to a third party upon Your express permission and consent (e.g. enrollment in a study).

10.2. **Reservation of Rights** : We reserve the right, without any limitation, to: (i) investigate any suspected breaches of the Services' security or information technology or other systems or networks; (ii) investigate any suspected breaches of this Agreement and any Additional Terms; (iii) investigate any information obtained by Us in connection with reviewing law enforcement databases or complying with criminal laws; (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; (v) prosecute violators of this Agreement and any Additional Terms; and (vi) discontinue the Services, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate Your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to You or any third party. Any

suspension or termination will not affect Your obligations to Us under this Agreement or any Additional Terms. Upon suspension or termination of Your access to the Services, or upon notice from Us, all rights granted to You under this Agreement or any Additional Terms will cease immediately, and You agree that You will immediately discontinue use of the Services. The provisions of this Agreement and any Additional Terms, which by their nature should survive Your suspension or termination will survive, including the rights and licenses You grant to Us in this Agreement, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

11. TELEPHONIC COMMUNICATIONS AND AGREEMENT TO BE CONTACTED.

11.1. You acknowledge that telephone calls to or from DAV may be monitored and recorded and You agree to such monitoring and recording.

11.2. You verify that any contact information provided to DAV, including but not limited to, Your name, email address, and Your mobile telephone number is true and accurate. You verify that You are the current subscriber or owner of any telephone number that You provide to Us. Should any of Your contact information change, including Your telephone number, You agree to notify us immediately by emailing [info@dav.city]. You agree to indemnify, defend, and hold DAV harmless from and against any and all claims, demands, causes of action, losses, damages, liability, costs, and expenses (including reasonable attorneys' fees) arising from failure to update Your contact information (including Your telephone number), and/or from Your violation of any federal, state, national, provincial, or local law, regulation, or ordinance, including but not limited to the Telephone Consumer Protection Act ("TCPA").

11.3. By voluntarily providing Your telephone number(s) to DAV, You expressly agree to receive prerecorded voice messages and/or autodialed calls or text messages related to special offers, Your account, any transaction with us, and/or Your relationship with DAV. These telephone calls and text messages may include, but are not necessarily limited to, for example, changes to Your account, verification codes, information in connection with a Scooter rental, equipment updates, promotions, and updated payment information. Consent to receive automated marketing calls/texts is not a condition of any rental or purchase. You may receive marketing calls or text messages even if Your telephone number is registered on any state or federal Do Not Call list. You acknowledge that You may incur a charge for calls or text messages by Your telephone carrier and that DAV is not responsible for these charges.

11.4. You agree that DAV may obtain, and You expressly agree to be contacted at, email addresses, mailing addresses, and phone numbers provided by You directly or obtained through other means. You agree to receive automated calls and text messages even if You cancel Your account or terminate Your relationship with us, except if You opt-out. You may opt-out of text messages by replying STOP to any text message. You consent to receive an additional text message confirming Your opt-out request. For help, text HELP. To opt-out of automated telephone calls (but not text messages), email [info@dav.city]. Please allow up to thirty (30) days to process any opt-out request. It is Your sole obligation to notify DAV that You do not want to receive calls or text messages by following the instructions in this Section. You waive any rights to bring claims for unauthorized, unsolicited, or undesired calls or text messages by failing to opt-out immediately and in accordance with these opt-out instructions. Please note that if You opt out of automated calls/texts, we reserve the right to make non-automated

calls/texts to You. Your obligations under this Section shall survive termination of these Terms.

12. ADDITIONAL TERMS OF USE.

12.1. Safety Check : Before each use of any Scooter, You shall conduct a basic safety inspection of the Scooter, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes; (iii) good condition of the frame; (iv) sufficiency of battery charge power; and (v) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You agree not to ride the Scooter if there are any noticeable issues, and to immediately notify customer service to alert DAV and the Scooter Owner of any problems.

12.1.1. If at any time, whether prior to, during, or after riding any Scooter, You discover any defect or notice any other potentially unsafe condition on any Scooter, no matter how slight, You must not use the Scooter, or, if You are already riding the Scooter, You must immediately cease riding when it is safe to do so.

12.1.2. You agree to immediately report the defect or condition to DAV and the Scooter Owner through the Services.

12.1.3. If You do not strictly comply with the aforementioned requirements, You shall be totally and completely liable for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits settlements, and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, and You shall indemnify and hold harmless DAV for the same.

12.2. Lost or Stolen Scooters: If a Scooter is not returned (locked and a ride concluded) within 48 consecutive hours, then the Scooter may be deemed lost or stolen, in DAV's sole and absolute discretion, and a police report may be filed against You with local authorities. The data generated by the Services' computer is conclusive evidence of the period of use of the Scooters by You. You must report any disappearance or theft of any Scooter to DAV immediately or as soon as possible.

12.3. Helmets; Safety : DAV advises You to wear a helmet at all times while using the Scooters, and/or related equipment, whether required by law or not.

12.3.1. DAV recommends that You wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions.

12.3.2. If wearing a helmet is required by the laws, rules, regulations and/or ordinances applicable to the area in which the Scooter is operated, You agree to comply with such laws and regulations at all times.

12.3.3. You agree that neither DAV nor the Released Persons are liable for any injury or death suffered by You while using the Services, whether or not You are wearing a helmet at the time of injury.

12.3.4. You expressly acknowledge and agree that You may need to take additional safety measures or precautions not specifically addressed in this Agreement, and You expressly acknowledge and agree that determining whether You must do so is Your sole responsibility - not DAV's responsibility.

12.4. Routes : You agree that DAV does not provide or maintain places to ride the Scooters, and that DAV does not guarantee that there will always be a safe place to ride any particular Scooter. Roads, sidewalks, bicycle lanes, and routes may become dangerous due to weather, traffic, and/or other hazards outside of DAV's control or may be restricted for Scooter use by applicable law. DAV shall not be liable for any of the foregoing, without limitation. You are solely responsible for choosing a responsible and safe route. You must obey all laws at all times in choosing a route, and it is Your sole responsibility to be familiar with the applicable laws, rules, regulations, and/or ordinances of the jurisdiction in which You are using DAV's Services.

12.5. Limitations on Rental . You agree that DAV is not a common carrier. Alternative means of public and private transportation are available to the general public and to You individually. DAV does not own, control, or maintain the Scooters and does not provide the Scooters. DAV provides the Services, helps connect Scooter Owners to Scooter Renters and provides software services and support to the Scooter Owners in their rental of their Scooters only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate the Scooter on their own and who have agreed to all terms and conditions of this Agreement.

12.6. Limitation on Availability of Services : DAV cannot and does not guarantee that the Services will be available at all times, as force majeure events or other circumstances might prevent DAV from providing the Services. Access to the Services is also conditioned on the availability of Scooters. DAV does not own or control the Scooters or their availability. DAV does not represent or warrant the availability of any Services or the availability of any Scooters at any time. You agree that DAV may require You to return a Scooter at any time.

12.7. License to Image and Likeness : For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to DAV and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Services (including, without limitation, activation and use of Scooters through DAV Services), on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to DAV and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Services (including, without limitation, activation and use of Scooters through DAV Services), at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as DAV may decide in its sole and absolute discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge DAV and all Released Persons from all Claims that You have or may have for any libel,

defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

12.8. Access License : Subject to Your strict compliance with this Agreement and the Additional Terms, DAV grants You a limited, revocable, non-exclusive, non-assignable, non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless Device, or other Internet enabled Device (each, a “Device”) for Your personal, non-commercial use only. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without DAV’s express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by Us to You. The foregoing limited license: (i) does not give You any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in DAV’s sole and absolute discretion, and without advance notice or liability.

12.9. Copyright and Ownership : All of the content featured or displayed on the Services, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations (“Content”), is owned by DAV, its licensors, vendors, agents and/or its Content providers. All elements of the Services, including, without limitation, the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services is being made available. Except as permitted by copyright law, You may not modify any of the materials and You may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under the copyright laws, You are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding Your use of the Services. The Services, its Content and all related rights shall remain the exclusive property of DAV or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

12.10. Trademarks/No Endorsement : All trademarks, service marks and trade names of DAV used herein (including but not limited to: the Services name, the Services design, and/or any logos) (collectively “Marks”) are trademarks or registered trademarks of DAV or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify DAV trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without DAV’s prior written consent. You shall not use DAV’s name or any language, pictures or symbols which could, in DAV’s judgment, imply DAV’s endorsement in any (i) written or oral advertising or

presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

12.11. Solicited Submission Policy : Where DAV has specifically invited or requested submissions or comments, DAV encourages You to submit content (*e.g.*, comments to blog posts, participation in communities, tips, etc.) to DAV that they have created for consideration in connection with the Site (“User Submissions”). User Submissions remains the intellectual property of the individual user. By posting content on our Site, You expressly grant DAV a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and Your name, voice, and/or likeness as contained in Your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Submissions are deemed non-confidential and DAV shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

12.12. Inappropriate User Submissions : DAV does not encourage, and does not seek, User Submissions that result from any activity that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to You, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; or (iii) may constitute a crime or tort. You agree that You have not and will not engage in any of the foregoing activities in connection with producing Your User Submission. Without limiting the foregoing, You agree that in conjunction with Your submission, You will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent Your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. DAV will reject any User Submissions in which DAV believes, in its sole and absolute discretion, that any such activities have occurred. If notified by You of a submission that allegedly violates any provision of this Agreement, DAV reserves the right to determine, in its sole and absolute discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.

12.13. Inappropriate Material : You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that infringes or misappropriates third party intellectual property or could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or “spam” on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that We may have at law or in equity, if We determine, in Our sole and absolute discretion, that You have violated or are likely to violate the foregoing prohibitions, any applicable laws, rules or regulations, or any applicable policies linked to in these Agreement, We may take any action We deem necessary to cure or prevent the violation, including, without limitation, banning You from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. We

will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

- 12.14. Access and Interference** : You agree that You will not use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission. Additionally, You agree that You will not: (i) take any action that imposes, or may impose, in Our sole and absolute discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Services; or (iii) bypass any measures We may use to prevent or restrict access to the Services.
- 12.15. Right to Takedown Content** : Except as disclosed in our Privacy Policy, We will not monitor, edit, or disclose the contents of Your e-mail or Content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to: (1) comply with the law or comply with legal process served on DAV or the Services; (2) protect and defend the rights or property of DAV, the Services, or the users of the Services; or (3) act in an emergency to protect the personal safety of our users, the Services, or the public. Users shall remain solely responsible for the content of their messages and DAV shall have no obligation to prescreen any such content. However, We shall have the right in Our sole and absolute discretion to edit, refuse to post, or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, We shall have the right to remove any material that We find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Agreement access to the Services or any part thereof.
- 12.16. User Published Content** : User published Content and User Submissions do not represent the views of DAV or any individual associated with DAV, and We do not control this Content. In no event shall You represent or suggest, directly or indirectly, DAV's endorsement of user published Content. DAV does not vouch for the accuracy or credibility of any user published Content on our Services or User Submissions published through our Services, and do not take any responsibility or assume any liability for any actions You may take as a result of reviewing any such user published Content or User Submission. Through Your use of the Services and Services, You may be exposed to Content that You may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using our Services, You assume all associated risks.
- 12.17. Third Party Links** : From time to time, the Services may contain links to websites that are not owned, operated or controlled by DAV or its affiliates. All such links are provided solely as a convenience to You. If You use these links, You will leave the Services. Neither We nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other website. Neither We nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that You may obtain from using any other websites. If You decide to access any other websites linked to or from the Services, You do so entirely at Your own risk.

- 12.18. Transactional Partners :** In some cases, We partner with another company to co-promote their services within our Services. In these cases, You are transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible and their Agreement are posted. When using these partner pages, You are bound by the partner Agreement in addition to remaining bound by this Agreement. When there is a conflict between this Agreement and the partner's agreement, Our Agreement will prevail.
- 12.19. Termination :** You or We may suspend or terminate Your right to use of the Services at any time, for any reason or for no reason. We may also block Your access to our Services in the event that (a) You breach this Agreement; (b) We are unable to verify or authenticate any information You provide to Us; or (c) We believe that Your actions may cause financial loss or legal liability for You, our users or Us.
- 12.20. Representations and Warranties :** You represent that You are over the age of 18, have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein, and Your use of the Services (including, without limitation, activation and use of Scooters through DAV Services) is and will be in compliance with all applicable laws. You represent that You have read, understood, agree with, and will abide by the terms of this Agreement. In addition, You represent and warrant that Your User Submissions and all elements thereof are (a) owned or controlled solely and exclusively by You, You have prior written permission from the rightful owner of the content included in Your User Submissions, or You are otherwise legally entitled to grant DAV all of the rights granted herein; and (b) DAV's use of Your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including, without limitation, rights of publicity and privacy, and defamation. Furthermore, You shall be solely responsible for Your own User Submissions and the consequences of posting or publishing them.
- 12.21. Wireless Features :** The Services may offer certain features and services that are available to You via Your wireless Device. These features and services may include the ability to access the Services' features and upload content to the Services, receive messages (including text and SMS messages) from the Services, and download applications to Your wireless Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier with questions regarding these issues. You confirm that You are the current subscriber and/or customary user of the mobile number registered with the Services and authorized to incur any message or data charges that may be charged by Your carrier. You are strictly prohibited from registering a mobile number that is not Your own. If We discover that any information provided is false or inaccurate, We may hold, suspend or terminate Your access to the Services at any time. Your participation in the Services are completely voluntary.
- 12.21.1.** You agree that as to the Wireless Features for which You are registered, We may send communications to Your wireless Device regarding us or other parties. Further, We may collect information related to Your use of the Wireless Features. If You have registered via

the Services for Wireless Features, then You agree to notify us of any changes to Your wireless contact information (including phone number) and update Your accounts on the Services to reflect the changes.

12.21.2. You must notify DAV immediately of any breach of security or unauthorized use of Your mobile phone. Although DAV will not be liable for Your losses caused by any unauthorized use of Your mobile Device, You may be liable for the losses of DAV or others due to such unauthorized use.

12.22. **Force Majeure** : Neither DAV nor You shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers.

12.23. **General** : This Agreement and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of Israel, without regard to its conflicts of law provisions. A printed version of this Agreement will be admissible in judicial and administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. When You communicate with us electronically, such as via e-mail and text message, You consent to receive communications from us electronically. Please note that We are not obligated to respond to inquiries that We receive. You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. We do not guarantee continuous, uninterrupted or secure access to our Services, and operation of the Services may be interfered with by numerous factors outside of our control. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced, to the extent permissible by applicable law. You agree that this Agreement and all incorporated agreements may be automatically assigned by DAV in Our sole and absolute discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by You or others does not waive our right to act with respect to subsequent or similar breaches. All sections which by their context ought to survive this Agreement shall survive any termination or expiration of this Agreement. To the extent permitted by applicable law, You agree to waive, and You hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Except as expressly set forth in this Agreement or any Additional Terms, (i) no failure or delay by You or us in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of this Agreement or any Additional Terms will be effective unless in writing and signed or otherwise authorized by the party against whom the waiver or modification is sought to be enforced. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for Your access to and use of the Services and You will be responsible for all charges related to them.

DAV controls and operates the Services from its Tel Aviv-based offices in the Israel, and DAV makes no representation that the Services is appropriate or available for use beyond the Israel. If You use the Services from other locations, You are doing so on Your own initiative and are responsible for compliance with applicable local laws regarding Your online conduct and acceptable content, if and to the extent local laws apply. The Services may describe products and services that are available only in Israel. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Services and/or the provision of any content, program, product, service, or other feature described or available on the Services to any person, entity, geographic area, or jurisdiction, at any time and in Our sole and absolute discretion, and to limit the quantities of any content, program, product, service, or other feature that We provide. You and We disclaim any application to this Agreement of the Convention on Contracts for the International Sale of Goods.

12.24. Digital Millennium Copyright Act (“DMCA”) Notice : In operating the Services, We may act as a “services provider” (as defined by DMCA) and offer services as online provider of materials and links to third party websites. As a result, third party materials that We do not own or control may be transmitted, stored, accessed or otherwise made available using the Services. DAV has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Services. DAV has adopted a policy that provides for the immediate removal of any content or the suspension of any user that is found to have infringed on the rights of DAV or of a third party, or that has otherwise violated any intellectual property laws or regulations, or any of the terms and conditions of this Agreement. If You believe any material available via the Services infringe a copyright, You should notify us using the notice procedure for claimed infringement as set forth below. We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content. Our designated agent (i.e., proper party for notice) to whom You should address infringement notices under the DMCA is [dmca@dav.city].

12.24.1. Please provide the following notice:

12.24.1.1. Identify the copyrighted work or other intellectual property that You claim has been infringed;

12.24.1.2. Identify the material on the Services that You claim is infringing, with enough detail so that We may locate it on the Services;

12.24.1.3. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

12.24.1.4. A statement by You declaring under penalty of perjury that (a) the above information in Your notice is accurate, and (b) that You are the owner of the copyright interest involved or that You are authorized to act on behalf of that owner;

12.24.1.5. Your address, telephone number, and email address; and

12.24.1.6. Your physical or electronic signature.

12.24.2. We may give notice to our users of any infringement notice by means of a general notice on any of our Services, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If You receive such an infringement notice, You may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

12.24.2.1. Your physical or electronic signature;

12.24.2.2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

12.24.2.3. A statement from You under the penalty of perjury, that You have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

12.24.2.4. Your name, physical address and telephone number, and a statement that You consent to the jurisdiction of a Federal District Court for the judicial district in which Your physical address is located, or if Your physical address is outside of the United States, for any judicial district in which We may be found, and that You will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

12.25. Updates to Terms : AS OUR SERVICES EVOLVE, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER SERVICES MAY BE MODIFIED. AS SUCH, YOU EXPRESSLY AGREE TO THE FOLLOWING:

12.25.1. We may cease offering the Services under the terms or Additional Terms for which they were previously offered.

12.25.2. Each time You use the Services You are entering into a new agreement with Us on the then applicable terms and conditions.

12.25.3. You agree that We may notify You of any updated terms by posting a link to the then current version of this Agreement on the App, the Services, and/or in any other reasonable manner of notice which We elect.

12.25.4. Your use of the Services after such notice constitutes Your going forward agreement to the revised agreement.

12.25.5. You will review the posted user agreement/terms of service and any applicable Additional Terms prior to Your use of the Services.

12.25.6. You agree that the revised Agreement will be effective as to new use and transactions as of the time that We post them, or such later date as may be specified in them or in any other notice to You.

12.25.7. This Agreement (and any applicable Additional Terms) that applied when You previously used the Services will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed.

12.25.8. In the event any notice to You of new, revised or Additional Terms is determined to be insufficient, the prior agreement between You and Us shall continue until sufficient notice to establish a new agreement occurs.

12.25.9. You should frequently check the App, the home page, and the e-mail You associated with Your account for notices, all of which You agree are reasonable manners of providing You notice.

12.25.10. You can reject any new, revised or Additional Terms by discontinuing use of the Services and related services.

12.26. Additional Assistance . If You do not understand any of the foregoing Agreement or if You have any questions or comments, We invite You to contact Us at legal@dav.city. By signing-up for the Services, You agree that: (i) We may give You notices of important matters by prominently posting notice on the home page of the Services or in another reasonable manner We determine in Our sole and absolute discretion; and (ii) We may contact You and send You communications by postal mail and e-mail at the addresses provided in Your account. These communications may include marketing communications about the Services as well as other promotional offers unrelated to the Services and You consent to receive these communications from Us even if You previously indicated to Us that You no longer wanted to receive communications from Us. Your sign-up to the Services will serve as Your express agreement to receive these marketing and similar communications from Us. You may prospectively modify certain types of email communications that You receive from Us relating to the Services by following the instructions contained within such emails. Such changes will only impact Our email communications to the extent described in the modification process. You agree to promptly notify Us if You change Your e-mail or mailing address by updating Your account.

12.27. Copyright Notice : All design, graphics, text selections, arrangements, and all software are Copyright © 2018, DAV Research Ltd. and its related companies or its licensors. ALL RIGHTS RESERVED.

12.28. Terms Applicable For Apple iOS : If You are accessing or using our Services through a Device manufactured and/or sold by Apple, Inc. (“Apple”, with such a Device herein referenced as an “Apple Device”):

12.28.1. To the extent that You are accessing the App through an Apple Device, You acknowledge that this Agreement entered into between You and DAV and, that Apple is not a party to this Agreement other than as third-party beneficiary as contemplated below.

12.28.2. Any license(s) granted to You in this Agreement is subject to the permitted Usage Rules set forth in the Apple App Store Terms and Conditions (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the App.

- 12.28.3. You acknowledge that DAV, and not Apple, is responsible for providing the App and Content thereof.**
- 12.28.4. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to You with respect to the App.**
- 12.28.5. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.**
- 12.28.6. Notwithstanding anything to the contrary herein, and subject to the terms in this Agreement, You acknowledge that, solely as between Apple and DAV, DAV and not Apple is responsible for addressing any claims You may have relating to the App, or Your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.**
- 12.28.7. Further, You agree that if the App, or Your possession and use of the App, infringes on a third party's intellectual property rights, You will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.**
- 12.28.8. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement, and that, upon Your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third-party beneficiary thereof.**
- 12.28.9. When using the App, You agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the App.**
- 12.28.10. You represent and warrant that: (i) You are not located in a country that is subject to an Israeli embargo or that has been designated by the Israeli Government as a "terrorist supporting" country; and (ii) You are not listed on any Israeli list of prohibited or restricted parties.**
- 12.29. Google Maps :** The map data that We provide to You in our App is based on the current map information available to us which may be provided by a third party such as through the incorporation of the Google Maps API, and may be inaccurate or incomplete. If You utilize map functionality We make available through our App, You acknowledge and agree to be bound by Google, Inc.'s Google Maps/Google Earth Additional Terms of Service, available at https://maps.google.com/help/terms_maps.html.
- 12.30. California Consumer Rights :** Residents of California are entitled to the following specific consumer rights information: You may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.

ACCEPTANCE OF AGREEMENT

I certify that I am at least 18 years old, and that I have read and expressly agree to the terms and conditions set forth in this Agreement, including specifically, the arbitration and class action waiver provisions.