

just byke

Shared Electric Scooter Permit Application to PBOT

July 12, 2018

Dear Commissioner Salzman and Director Trent,

We are excited to submit our application for the pilot program of shared electric scooter in the city of Portland. At Byke, our mission is to provide solutions for urban environments. We are eager to work together with the City of Portland to provide sustainable, affordable, and healthy transportation solutions to the people of Portland.

Byke is a Germany-based bicycle and electric scooter share company, operating in more than 10 European cities including Frankfurt and Berlin. We pride ourselves on partnering closely with local authorities and communities as part of our service pledge, and we are keen to bring our philosophy of deep public-private cooperation to Portland. Safety is our top priority, and we are proud to say that we have zero major accidents after more than 1 million miles ridden on our bikes since our launch in 2017. We take our operations, fleet relocation, maintenance and customer service very seriously and our users are also proud to keep the community safe and enjoyable for everyone. We leverage our technology expertise to bring our users the best experience at the lowest cost, while also respecting the needs of the community. We also benefit low income and traditionally underserved communities by providing employment opportunities and offering discounted rates.

We look forward to the opportunity to work with the City of Portland to deploy a safe and enjoyable shared electric scooter program. If you require any further information, please let us know.

Sincerely yours,

Eric Wang
Managing Director, BYKE Mobility

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- Byke is the first Germany-based dockless bike and e-scooter sharing operator. We aim to provide a sustainable solution to the first and last mile transportation issue
- Founded in 2017, we currently operate in the Frankfurt-Rhein-Main metropolitan area, Berlin, and Essen metropolitan area
- Portland would be our first market in North America
- During our 10 months of operation with a 3000-bike fleet, Byke worked closely with each city government and received **zero** legal, regulatory, or enforcement actions or complaints
- Great reputation in Germany as many cities transportation department would like to partner with Byke

Positive reception from cities and media

- “[Byke] was also by far the quickest to sign up to. With choice of connecting to Facebook or using a phone number, then simply adding a credit card, I was up and running in minutes.”
- “Unlike Call-a-bike (another bike share program in Germany), Byke have really kept the weight down so it is nice and light.”



Verkehr

Startseite > Alle Nachrichten > Verkehr > Türkise Leihräder von Byke

TÜRKISE LEIHRÄDER VON BYKE

Neuer Bike-Sharing-Dienst am Start

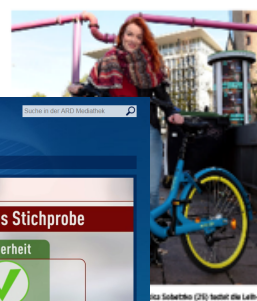
Es sind stabile türkise Räder mit gelben Verzierungen, die seit Montag an zentralen Orten in Frankfurt aufgestellt sind und für einen Leih-Kunden für 50 Cent pro halbes Stunde zu haben sind. Einmal pro halbes Stunde kostet die Miete 50 Cent. Einmal pro halbes Stunde kostet die Miete 50 Cent. Einmal pro halbes Stunde kostet die Miete 50 Cent.

ARD® Mediathek

	Ausleihe	Sicherheit
	✓	✓
	✗	✓
	✗	✗



BILD macht den Leih-Rad-Test



Frankfurter Allgemeine

Rhein-Main

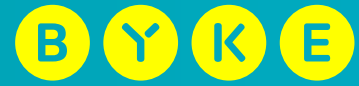
Was kann das neue Mietrad Byke?

VON PETRA KIRCHHOFF - ACTUALISIERT AM 24.10.2017 - 10:02



Ein Berliner Start-up bringt Bewegung in den Frankfurter Markt für Mieträder. Was taugt das neue Angebot? Wir haben den Newcomer getestet.

A. Company Overview



Byke Strength

User experience



Easy to use

- Simple set up process
- Complete users' guide available



High standard of safety

- Byke scooters will be inspected and maintained at the highest quality of safety.

Transparency and recognition



Close collaboration with municipal authorities

- Byke proactively approached city officials and received approval before deploying bicycles
- City-centric approach – Byke maintains active and regular dialogues with each city's government, local transportation officials, police department etc. to comply with all regulations, requests, and gain valuable feedback



Over 100 positive reports in mass media

- Successfully created competitive advantage due to positive brand perception
- Reputation as reliable and transparent partner leading to request by 8 cities in Germany, such as Duisburg and Essen, to start service as well as offers to pay for service

B. Shared Scooter Overview

Our Electric Scooter



Meet Portland residents' new best friend

We partner with the world's best built-for-sharing electric scooter. Our first generation of scooters include the following features:

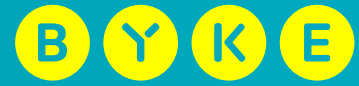
- Aluminium alloy frame
- LED lights at both front and rear
- 4G Cellular modern and active GPS
- Li-ion battery, 468Wh, 36V, 13Ah
- 3.5 hour charging time
- 30-mile range
- Speed limit: 15 miles/hour
- Unique scooter identification will be provided on a 3" x 6" water-resistant sticker next to the steering column, and a second smaller sticker on the rear wheel well



We will collect feedback from PBOT/users to improve our new scooters

B. Shared Scooter Overview

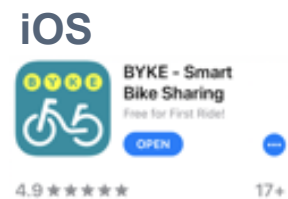
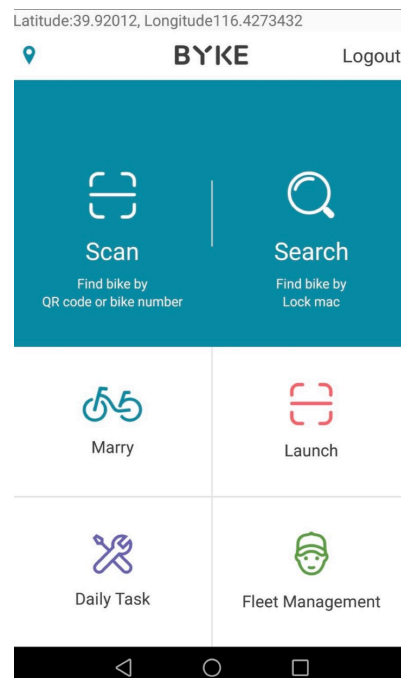
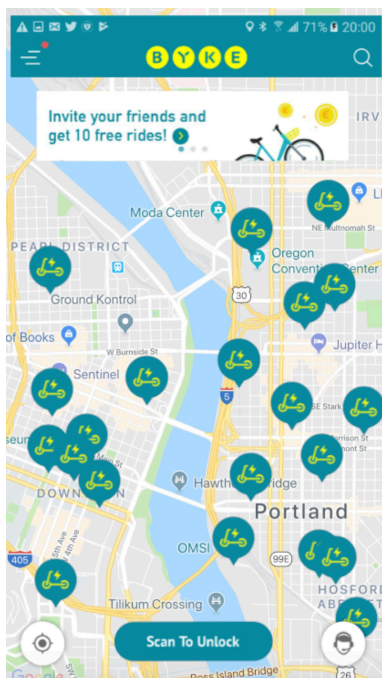
Our Mobile App



- 📍 Strong background in mobile technology – entrepreneurial team with proven track record in developing numerous top apps
- 📍 Leverage mobile technology to improve dockless sharing market
 - Efficient server logic, smooth integration between hardware and software
 - Quality app that bests the competition, and dedicated Android and iOS app for operation personnel

Easy to use

- 2-step registration process
- 1-click unlocking process – 5 seconds on average



Google Play



Scooter Maintenance

Our top priority: Integrity of our fleet, safety of our users

(i) Frequency and Extent of Maintenance

In alignment with our proven success experience in Germany, we plan on approaching Portland with the similar practice.

We will proactively collect the entire fleet nightly for regularly scheduled maintenance, cleaning, and quality inspection of scooter parts.

Proactive Repairs

- Repair issues can be reported directly by users via app or customer service avenues.
- Non-Users can report issues via customer service avenues marked on the physical scooter.
- Users can rate their scooter experience, any scooter that has more than 1 trip rated at 2 stars or below will be flagged for maintenance and inspection. This will minimize any negative experiences users may have due to scooter performance related issues and keep all trips safe.

Cleaning and General Maintenance

- The entire fleet will be cleaned and part inspection will be conducted daily at our warehouse prior to being released onto the streets in the morning.
- Damaged or problematic scooters and parts will be immediately collected, repaired and tested for quality assurance.

Recycling

- For all damaged, defective, and exhausted scooters not eligible for further repairs, we will recycle all metal parts and batteries to the appropriate centers and institutions.

Scooter Maintenance

(ii) Type of Labor

We will employ full and part-time employees as well as independent contractors to conduct the maintenance of cleaning.

(iii) Average Lifespan

The manufacturer suggests a 18-24 month life expectancy. We will repair/replace parts accordingly to extend the scooter's prime usability while maintaining a safe standard of quality to minimize waste.

Bumpy roads won't affect our users' smooth experience.

(i) Hours of Operation

Scooters available for rent: 7:00am -10:00pm, may consider hour adjustments according to Daylight Saving Time and seasons.

Mornings

Our fleet will start rolling out onto the streets at 6:00AM, with at least 70% available for rent by 7:00AM and full deployment achieved by 8:00AM.

Evenings

In consideration for the users needing an evening last mile solution, scooters will be available for rent until 10:00pm. Our team will begin the general retrieval process at 10:00PM for charging, inspection and maintenance.

Mid-Day

Scooters that are below 20% battery life before 4:00PM will be flagged within the app and either our operations team or our trained independent contractor network will collect these scooters for immediate charging.

Friendly Prices for Portland's Friendly Neighborhoods

(ii) Pricing Plan

\$1 to “unlock” the scooter

\$0.15 per minute of riding usage

\$50 monthly pass (available after pilot program)

User loyalty program

(iii) Storage

During non-operational hours, the entire fleet of scooters will be collected daily and taken to our designated local warehouse facility within Portland city limits for inspection, charging and cleaning. Trained staff members will inspect each scooter in order to keep the community in safe hands and on safe scooters. Our scooters may also be stored within the the private homes of our trained Chargers network whose main function is to rejuvenate the scooter's battery back to 100% each morning prior to deployment.

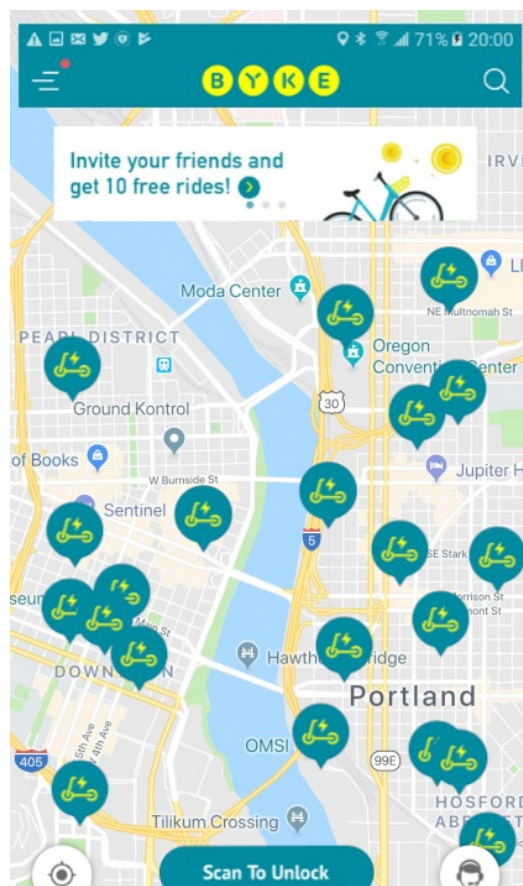
(iv) Proposed Fleet Size and Service Area

During the pilot program, we are proposing to deploy 250 scooters, an amount that will not over-clutter the streets but enough to provide a feasible last mile solution for hundreds of Portland residents.

Service Areas

We are committed to deploying at least 20% of the proposed 250 scooters within PBOT's designated East Neighborhoods Pattern Area. The remainder of our fleet will be distributed throughout, but not limited to, Irvington, Alberta, Downtown Portland, Hawthorne, Pearl District, Burnside Bridge, Springwater Corridor, East Burnside, etc.

We will proactively relocate fleets to adjust to the users' needs with the goal to better serve the community.



(v) Method of Deployment

Operations Team + Trained Independent Contractor Network

Our two major arteries of our dockless e-scooter retrieval and deployment, the Operations Team and Trained Independent Contractor Network, will work together collect and deploy all our scooters in a timely and effective method, mapping out routes to minimize time lost in nightly collection and daily morning placement. We will expand our team to provide additional support and operations efficiency as needed.

Weekend vs. Weekday Deployment

In accordance with traffic flow, the demand for downtown usage is much higher on the weekdays while weekend trips are more geared towards attraction/suburb/location based demand. We will strive to adjust our fleet distribution to align with Portland's riding trends.



Fleet Management (left), Rides Heat Map (bottom) and Ride Trajectory View are optimized for visualization. The combination of these data sets allows BYKE team to efficiently target consumers and utilize offline operations.

(v) Method of Deployment

Real Time Battery / GPS Retrieval

Our scooters are equipped with a robust GPS tracking software, while our app¹⁴ technology provides us and users with real time locations as well as battery life remaining. We've implemented provisions wherein the GPS battery life is at least twice the battery life of the scooter itself, this is to effectively pinpoint and retrieve low battery scooters parked in locations difficult to retrieve.

Charging Program

Our Trained Independent Contractor Network will consist of contractors hired through our Charging Program. This program will have extensive mandatory training opportunities for our contractors. Application and proper documents will also be required to ensure quality and legal alignment.

(vi) Process of Complaint Reception and Resolution

Customer Service Contact Information Accessibility

For Non-Users:

On Scooter Body
Website

For Users:

On Scooter Body
Website
In App Customer Service avenues

CASE REASON	STATUS	DATE/TIME OPEN
Bike has other Problem	Escalation Needed	26.11.2017 16:37
Bike has other Problem	New	17.11.2017 13:56
Broken Bell	Escalation Needed	21.11.2017 12:35
Broken Handle Grip	Escalation Needed	15.11.2017 14:38
Several Repair Requests	Escalation Needed	24.11.2017 10:30
Several Repair Requests	Escalation Needed	21.11.2017 19:42

Customer Service Dashboard: tracks all our users' reported feedback

We will have a fully staffed customer service team during operating hours dedicated to responding to and resolving questions, complaints, comments and issues in relation to our scooters and our services.

Our goal is for any complaints of our scooters causing foot traffic disturbances to be acknowledged within an hour of receiving complaint. Boots on the ground to relocate the reported scooter and resolve the issue will occur within 90 minutes. This timely practice and pledge has been successful executed and maintained in Berlin and Frankfurt, Germany.

Users will have the option to flag the problematic scooter on the in-app map and provide a picture with the complaint for our team to find and resolve the issues swiftly.

All complaints will be taken seriously, and we do not distinguish customer requests from users vs non-users. All requests are treated equally. Furthermore we will have dedicated 24/7 phone line available to PBOT and police department to report violations and special cases, which we treat as top priority and will deal with the issue within 24¹⁵ hours.

Operation

(vii) Helmet Safety Program

We are working closely with a helmet manufacturer to produce a sturdy and water resistant helmet specifically for BYKE. The need for helmets will be heavily marketed and advised to users to ensure a safe trip, and we are happy to provide the users with a free helmets should they not already have one.

We will have our free helmet safety program visible to users via:

- In App Banner
- In App Sign Up Phase
- Website
- Scooter Body
- Social Media
- App Store Info
- Outreach Channels

Local Operator and Customer Service Operations

As we have not yet begun deployment, Location Operations Team are on standby and will immediately establish all localized contact info and addresses once permit has been confirmed.

We will work closely with the city government to add scooters to the street as necessary and appropriate to make sure the residents of Portland are well served by our fleet.

The customer service we will be providing will be available in both English and Spanish.

The local operation and customer service teams in the German cities we are currently operating in all have a close and productive relationship with its direct community and the city government to provide the best user experience.

A company's clean history is its projection of the bright and safe future

 We are proud to say that we have **zero** major safety related report since the launch of the program in October 2017 and 300,000+ rides completed

We have a total of 4 minor incident reports, and no major accidents

- 3 minor injuries that were minor scratches
- 1 report of damage to a car's paint when a bike fell over while parked and hit a car
- Given the very minor nature of these incidents, the Byke team determined that no safety changes were yet required

We impose high penalties on users who break safety rules, including fines and ultimately suspension of their account

Pricing Plan


\$1 to “unlock” the scooter

\$0.15 per minute of riding usage

\$50 monthly pass (available after pilot program)

User loyalty program

User Equity

 **Low-income plan – available to anyone currently enrolled in Oregon state or federal assistance program**

- \$5 per month, 2 free 30-minute rides per day
- No smartphone required – can unlocking/locking and using our e-scooter via SMS or phone call

 **Cash Payment option**

- Riders will be able to purchase a pre-paid card available in gas station and retail stores such as Walgreen and CVS


 **Accessibility**


- Our apps and instructions are in both English and Spanish
- Our website and app are screen reader compatible and we are constantly making improvements in accessibility

Eye candy for users, never eye sores for non users

- 🗨️ **Complaint History Report – our goal is to bring zero trouble to the city and non-users**
 - Our goal is to bring zero trouble to the city and non-users
 - We offer high incentives for users to relocate the bike/e-scooter
 - We encourage our users to be more responsible and considerate for non-users
 - Over a period of 10 months of operations in Germany, out of over 300,000 rides we have only received a total of roughly 300 complaints. The complaints have been steadily decreasing on a monthly basis.
- 🗨️ **Comment breakdown:**
 - Suggestions from users about improving system functionality
 - Reports about broken and damaged bikes
 - Average time to solve a complaint (either moving a damaged bike, or responding to user suggestions) is one day

Providing a positive impact and exciting prospect for Portland

 **Hiring – plan to hire both full time and part time employees. Most of our employees in Germany are from low income and traditionally underserved backgrounds**

 **Hiring Plan for Portland - with a similar population to Frankfurt, we plan on implementing a similar team structure of:**

- 1 city manager
- 1 marketing manager
- 3 customer service (part-time)
- 3 maintenance (part-time)
- 2 technicians (part-time)
- 1 supply chain and warehouse management
- **We will hire locally**, and the majority of the operational team will be hired from traditionally underserved and/or low income backgrounds

 **Economic opportunity**

- Solving last mile problem and making transportation more sustainable and affordable
- Create jobs for the city and invigorate tourism
- Alleviating traffic congestion and making the city become a more integrated place
- Promoting green and healthy lifestyle

Safely getting Portland from A to B through education

Our goal is to promote transportation solution where users safety and general public interest are our top priorities. We have zero accidents reported since launching and our sharing program provided great convenience to our users and no disruption to non-users

User education

- All new users will be required to go through in-app tutorial about safety rules, proper parking and other rules while sign up via mobile apps. Our representative will also inform new users who do not have smart phone access about the safety rules.
- **Welcome email with safety rules and engagement tips**
- **Conduct user safety sessions in the community, including all applicable laws and regulations such as minimum age, helmet requirements, and prohibition against sidewalk riding**
- **Use data analytics to detect any dangerous activity and unlawful parking - for example, if we detect the speed is too fast we will send out warning signal to the app.**

General public communication


- Conduct both online and offline marketing campaigns to promote new transportation solution
- Organize community for safety rules and helmet giveaway
- Building partnership with schools, organizations and environmental action groups
- Collect general public feedback - both users and non users of e-scooter to improve the program
- Communications will be provided in English and Spanish

Privacy via industry best practices in data security

BYKE has a clean record of no known data breaches or other unintended leaks of user data.

- 🗨️ To continue to safeguard the privacy of our users, BYKE's engineering teams use state of the art security
 - End-to-end SSL encryption when BYKE bicycles and apps communicate with central servers
 - Regular reviews of all security procedures to ensure that we remain abreast of any new threat vectors
- 🗨️ Principle of minimal collection: the best way to keep our users' data secure is to not collect it in the first place
 - BYKE only collects data where it will directly be used to improve the scooter sharing experience for users
 - Full transparency: Our privacy policy (see Appendix) outlines exactly what data is collected and how it may be used

Please find the full text of Byke’s Privacy Policy and Terms of Service attached in the Appendix. Users must agree to the entity of the Terms of Service and Privacy Policy upon registration. The documents will be available in the mobile app for users.

 We will ask for permission to use interfaces to access functions and contents of your device in order to collect certain data including:

- your location
- your camera
- information about the WLAN connection
- information about your Bluetooth connection

We required this information so that users can share photos of the scooter condition and its location with us. It will help us to understand the status of the scooter promptly. And we will use this data for other commercial purposes beyond the Shared Scooter service.

Note: We have the most rigorous privacy policy and data sharing agreement in Germany amongst competitors.

A Transparency and Responsibility Pledge

Our goal is to promote transportation solution where users safety and general public interest are our top priorities. We have zero accidents reported since launching and our sharing program provided great convenience to our users and no disruption to non-users

 Below data API will be available if awarded a pilot program permit

- API for real-time availability
- API for trip data
- API for collision data
- API for complaint data
- User survey

We pride ourselves in actively sharing comprehensive data with the German city governments and we have every intention on continuing this practice with the City of Portland. The transparency we have between us and the local governments allows us to work together in providing a better experience for the users.

APPENDIX A – SHARED ELECTRIC SCOOTER PERMIT APPLICATION

THE PORTLAND BUREAU OF TRANSPORTATION (PBOT) WILL ADMINISTER A 120-DAY PILOT FOR THE REGULATION OF SHARED ELECTRIC SCOOTERS (“SHARED SCOOTERS”) BEGINNING IN THE SUMMER OF 2018 (“THE PILOT PERIOD”). THE PILOT PERIOD WILL HELP THE CITY DETERMINE WHETHER SHARED SCOOTERS CAN SUPPORT THE CITY’S POLICY GOALS. WHILE TRN 15.01 MAY REMAIN IN EFFECT BEYOND THE END OF THE PILOT PERIOD, THE CITY ONLY INTENDS TO PROVIDE PERMITS TO COMPANIES FOR THE PILOT PERIOD. COMPANIES MUST SECURE A PERMIT FROM PBOT TO OFFER SHARED SCOOTERS FOR COMMERCIAL PURPOSES IN PORTLAND. THE OPERATION OF A SHARED SCOOTER IS A PRIVILEGE, NOT A RIGHT.

COMPANY INFORMATION	COMPANY NAME Zenvision Ltd							
	BUSINESS ADDRESS 1250 Missouri St., Unit 311				MAILING ADDRESS (IF DIFFERENT THAN BUSINESS ADDRESS)			
	CITY, STATE, ZIP CODE San Francisco, CA 94107				CITY, STATE, ZIP CODE			
	PORTLAND BUSINESS LICENSE NUMBER 859917				ODOT ACCOUNT NUMBER			
CONTACT INFORMATION	PRIMARY CONTACT NAME Yihe Wang				TITLE Managing Director			
	PHO [REDACTED]		EMAIL ADDRESS eric.wang@byke-mobility.com		@			
	ALTERNATE CONTACT NAME				TITLE			
	PHONE NUMBER				EMAIL ADDRESS		@	
	GENERAL CONTACT PHONE NUMBER				GENERAL FAX NUMBER			
	GENERAL CONTACT EMAIL ADDRESS				@			
APPLICATION MATERIALS	CITY OF PORTLAND BUSINESS LICENSE	ISSUE DATE 07/11/2018	SECRETARY OF STATE REGISTRATION	EXPIRATION DATE 07/10/2019	PROOF OF INSURANCE	EXPIRATION DATE N/A	CERTIFICATE OF PCI COMPLIANCE	INITIAL N/A
	DATA SHARING AGREEMENT	INITIAL Y.W	PAID APPLICATION FEE	INITIAL Y.W	MAINTENANCE & OPERATIONS PLAN	INITIAL Y.W	COMMUNICATIONS & OUTREACH PLAN	INITIAL Y.W
	PRIVACY POLICY	INITIAL Y.W	USER EQUITY PLAN	INITIAL Y.W	ECONOMIC OPPORTUNITY PLAN	INITIAL Y.W	SAFETY HISTORY REPORT	INITIAL Y.W
	DATA BREACH HISTORY REPORT	INITIAL Y.W	COMPLAINT HISTORY REPORT	INITIAL Y.W	LOCAL AGENT CONTACT INFORMATION	INITIAL Y.W	BRANDING DESCRIPTION & RENDERING	INITIAL Y.W
	CUSTOMER SERVICE INFORMATION	INITIAL Y.W	AGREE TO PARTICIPATE IN EVALUATION	INITIAL Y.W	LAUNCH SCHEDULE & SERVICE RATES	INITIAL Y.W	NUMBER OF SHARED SCOOTERS REQUESTED	NUMBER Y.W
SIGNATURES	PLEASE PRINT NAME Yihe (Eric) Wang				SIGNATURE			
	TITLE OF SIGNOR Managing Director				DATE 07/12/2018			
PBOT USE	DATE STAMP DOCUMENTS RECEIVED		DOCUMENTS RECEIVED BY		APPLICATION FULFILLS MATERIAL REQUIREMENTS (INITIAL, DATE)			
			PERMIT APPROVED BY		PERMIT DENIED		ISSUED PERMIT DATE	
					PERMIT APPROVED			
		NUMBER OF APPROVED SHARED SCOOTERS		FULL DEPLOYMENT DATE				

Appendix B – Shared Scooter Unique Identification Number Master List

Reporting:	The Permittee must submit the Shared Scooter Unique Identification Numbers Master List (herein referred to as the “Master List”) before the permit is issued. The Permittee is responsible for: sending PBOT a Master List of the unique ID of each Shared Scooter in operation and the corresponding permit ID before deployment; and sending PBOT a complete, accurate, and updated Master List, per the data-sharing agreement.
Permit stickers:	Permit stickers with unique identification numbers will be distributed to each Permittee. Permittees are responsible for: affixing stickers on each Shared Scooter in operation; destroying permit stickers of decommissioned Shared Scooters; and affixing new stickers to Shared Scooters added to the permitted fleet. PBOT may change the method of distributing stickers at any point in the Pilot Period.
Enforcement:	Vehicles must be made available for compliance audits and enforcement actions upon request, pursuant to this application and TR-15.01 Shared Electric Scooter Administrative Rule.

Company Name:	Zenvision Ltd	Date:	07/12/2018
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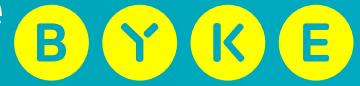
Unique ID	Permit Sticker ID
POR0001	POR0001
POR0002	POR0002
POR0003	POR0003
POR0004	POR0004
POR0005	POR0005
POR0006	POR0006
POR0007	POR0007
POR0008	POR0008
POR0009	POR0009
POR0010	POR0010
POR0011	POR0011
POR0012	POR0012
POR0013	POR0013
POR0014	POR0014
POR0015	POR0015
POR0016	POR0016
POR0017	POR0017
POR0018	POR0018
POR0019	POR0019
POR0020	POR0020

Permittee Signature:			
Printed name:	Yihe (Eric) Wang	Phone:	415-696-3786
Title:	Managing Director	Date:	07/12/2018

PBOT USE	Permit No.:		Today's date:	
	Printed name:		Phone:	
	Signature:			

Appendices

Appendix – Portland Business License Certificate of Compliance



**MULTNOMAH
COUNTY**

CERTIFICATE OF COMPLIANCE

REVENUE DIVISION - TAX DIVISION, 111 SW COLUMBIA ST., SUITE 600, PORTLAND, OR 97201-5814
PHONE: (503) 823-5157, FAX: (503) 823-5192, TDD: (503) 823-6868



ACCOUNT: 859917
TAXFILER: ZENVISION LTD
1250 MISSOURI ST UNIT 311
SAN FRANCISCO CA 94107-6510
LOCATION: 1250 MISSOURI ST UNIT 311
SAN FRANCISCO CA 94107

DATE ISSUED: July 12, 2018

Verify compliance at www.pdxbl.org

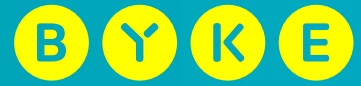
**Is in compliance with the City of Portland Business License Tax Law and Multnomah County
Business Income Tax Law as of July 12, 2018.**

A Certificate of Compliance indicates that on the date of issuance the business was in compliance with applicable tax laws. It does not exempt the holder from annual filing requirements, nor does it entitle the holder to engage in any business activity not otherwise allowed by federal, state, and/or local laws.

REVBUR 12/09

Byke is a sister company to Zenvision Ltd., Zenvision have contractionary relationship with Byke to operate bike and scooter share business.

Appendix – Secretary of State Registration



Byke has registered with the Oregon Secretary of State. Business Entity Data can be found at:

[http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.show_detl?
p_be_rsn=1992697&p_srce=BR_INQ&p_print=TRUE](http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.show_detl?p_be_rsn=1992697&p_srce=BR_INQ&p_print=TRUE)

Proof of insurance

If a permit is awarded to Byke, we guarantee to indemnify PBOT and meet all legal and insurance requirements.

Certificate of Payment Card Industry (PCI) Compliance

If a permit is awarded to Byke, we guarantee to indemnify PBOT and acquire Payment Card Industry (PCI) Compliance.

Privacy Policy

This privacy policy states which of your personal data we collect, process and use. Furthermore, inform you about your respective rights and the duration of storage. Therefore, we kindly ask you to carefully read the following statements.

1. Contact of the party responsible

BYKE Mobility GmbH, Torstraße 177, 10115 Berlin, Germany, (hereinafter: „We“) is the operator both of the website www.byke.de and the app „BYKE - Smart Bike Sharing“ and therefore the responsible party of the personal data of the users (hereinafter: “You”) of the website and the app in terms of the General Data Protection Regulation (GDPR) and the German Data Protection Act (“BDSG - neu”).

2. Contact Data Protection Officer

If you have any questions regarding the use of your personal data, please do not hesitate to contact our data protection officer at datenschutz@byke-mobility.com or via our customer service hotline.

3. General References and Personal Data

- 1) We protect your privacy and your personal data. We collect, process, and use your personal data in accordance with the content of this Privacy Policy, the GDPR and the BDSG-neu and only as far as this is necessary to provide a functional website and application as well as our content and services.
- 2) Personal data within the meaning of this Privacy Policy means any information relating to an identified or identifiable natural person. This includes the data required for registration in the application, such as your telephone number.
- 3) Personal data also include information about your use of our website and the application. This includes, for example, information about the location from which you access data from our website or application or the extent of the data transfer. This data is usually processed using server log files and cookies. Further information about server log files and cookies can be found under § 12, § 15 and § 16.

4. Legal Basis for the Processing of Your Data

- 1) Some personal data may only be processed with your consent in accordance with Art. 6 para. 1 lit. a GDPR. You can withdraw this consent at any time for the future. "For the future" means that your withdrawal has no effect on the processing of data that we have made between the granting of your consent and your withdrawal. You do not have to justify your withdrawal. An informal message via e-mail to datenschutz@byke-mobility.com is sufficient.

- 2) We process personal data that we require to fulfill or conclude a contract with you or to carry out pre-contractual measures on the basis of Art. 6 para. 1 lit. b GDPR.
- 3) Other personal data we process according to Art. 6 para. 1 lit. f. GDPR for the protection of our legitimate interests, e.g. for the technically error-free and optimized provision of our services.
- 4) In addition, it may be necessary to process personal data in order to fulfill a legal obligation that we are subject to (Art. 6 para. 1 lit. c GDPR) or to protect your vital interests (Art. 6 para. 1 lit. d GDPR).

5. Duration of Storage

- 1) We delete or block your data as soon as the respective purpose of the storage is omitted. However, it may happen that the European or national legislator requires a longer storage period. In these cases, the data is not deleted or locked until the corresponding retention period has expired.

6. Download / Installation of the Application

- 1) When you download / install our application, we will ask for permission to use interfaces to access functions and contents of your device in order to collect certain data including:
 - your location
 - your camera
 - information about the WLAN connection
 - information about your Bluetooth connection.
- 2) Since we require the data to fulfil our contract with you, the legal basis is Art. 6 para. 1 lit. b GDPR.
- 3) We need access to the above interfaces and data in order to provide you with the functions and services of our application and thus to fulfil our obligations under the general agreement as well as to enable the booking of a Byke. For example, your location is needed to show you the next Byke in your area and how to get there.
- 4) Access is possible from the moment the application is installed on your mobile device. Depending on your settings, this access is permanent or only for the duration of the actual use of the application. For the highest possible level of data protection, we recommend that you only allow access during the actual use of the application. The data retrieved in each case are stored only for the duration of the actual use of the application, after which they are deleted. If you report a service case, we store your location for a period of one year at the time of reporting. Also, when locking and unlocking a Byke, we store its location for an unlimited period of time.

7. Registration with Your Telephone Number

- 1) In order to use our application, you have to register. You can register by entering your telephone number in the input screen provided for this purpose.
- 2) The processing of your data during registration is carried out on the basis of Art. 6 para. 1 lit. b GDPR for the conclusion and fulfillment of a contract.
- 3) These data are processed solely in order to provide you with the functionality of our application. Without registration as a user, there is no way to rent and use a Byke through the application.
- 4) As soon as you uninstall the application and the legal retention periods have expired, the data entered during registration will be deleted.

8. Registration via Facebook Connect

- 1) You also have the option to register in our application via Facebook Connect. This is a service of Facebook Ireland Limited, 4 Grand Canal Square, Dublin 2, Ireland. By clicking on the button integrated in our application for this purpose, you can register with your Facebook login data and thus speed up the login process. This process links our application to your Facebook profile and you consent to the processing of the public data on your Facebook profile.

These include:

- your Facebook name
- your Facebook profile and cover picture
- your birthday
- your gender

You can find the Facebook Privacy Policy here: <https://www.facebook.com/privacy/explanation>.

- 2) The data will be processed with your consent and therefore on the basis of Art. 6 para. 1 lit. a GDPR. You can revoke your consent at any time for the future. "For the future" means that your revocation has no effect on the processing of data that we have made between the granting of your consent and your revocation. You do not have to give reasons for your revocation. An informal message by e-mail to datenschutz@byke-mobility.com is sufficient.
- 3) Furthermore, these data are processed on the basis of Art. 6 para. 1 lit. b GDPR for the conclusion and performance of a contract.
- 4) These data are processed solely in order to provide you with the functionality of our application. Without registration as a user, there is no way to rent and use a Byke through the application.
- 5) As soon as you uninstall the application and the legal retention periods have expired, the data provided during registration will be deleted.

9. Google Firebase Authentication

Our application uses Google Firebase authentication. This is a service of Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. We use this service to make your authentication easier and more convenient. This service provider has access to personal information required to perform its tasks. Google Firebase may not use them for other purposes. In addition, Google Firebase is required to treat the information in accordance with this Privacy Policy and the applicable data protection laws.

You can view the Google Firebase Terms of Use here: <https://firebase.google.com/terms/>

You can find Google's privacy policy here: <https://www.google.de/intl/de/policies/privacy/>

10. Payment Method Credit Card via Stripe Inc.

(1) As soon as you have registered by one way or the other, you have the possibility to choose a payment method. For payment by credit card we use the payment service provider Stripe, Inc. 185 Berry Street, Suite 550 San Francisco, CA 94107, USA.

If you decide to pay via Stripe, the data you enter will be transmitted to Stripe for payment during sign-up. Stripe may not use them for other purposes. Stripe is also subject to bank client confidentiality and is obliged to treat the information in accordance with the relevant data protection laws.

Stripe's privacy policy can be found here: <https://stripe.com/de/privacy>.

(2) The data are transmitted on the basis of Art. 6 para. 1 lit. b GDPR for the conclusion and performance of a contract.

(3) The data are transmitted exclusively for the purpose of providing you with the functions and services of our application. Without depositing a method to pay the rental price of a Byke (both for single trips and for subscriptions or to top up your credit in the application), there is no way to rent and use a Byke through the application.

(4) Stripe stores your payment data itself. Please also note Stripe's data protection declaration linked above.

(5) Special features for single trips: Single trips are always charged depending on the duration of use. Therefore, we need to know your Stripe-ID at the start and at the end of a single trip. Therefore, we store your Stripe ID in your customer account until you delete your Stripe ID. If you do not have a current subscription, you can delete your Stripe ID after each individual trip and only save it again when you use the application. Alternatively, you can use Stripe to load credit to your BYKE account and then delete your Stripe ID again.

11. Payment Method PayPal

(1) In addition, we use the payment service provider PayPal of PayPal (Europe) S.à r.l et Cie, S.C.A., so you can also pay via your PayPal account.

If you choose to pay via PayPal, the information you provide will be sent to PayPal for payment at sign-up. PayPal may not use them for other purposes. In addition, PayPal is required to treat the information in accordance with this Privacy Policy and the applicable data protection laws.

You can find PayPal's privacy policy here: https://www.paypal.com/de/webapps/mpp/ua/privacy-full?locale.x=en_EN.

PayPal pre-authorizes your PayPal account on behalf of BYKE by debiting your user account with EUR 1, but this amount will be refunded immediately.

(2) The data are transmitted on the basis of Art. 6 para. 1 lit. b GDPR for the conclusion and performance of a contract.

(3) The data are transmitted exclusively for the purpose of providing you with the functions and services of our application. Without depositing a method to pay the rental price of a Byke (both for single trips and for subscriptions or to top up your credit in the application), there is no way to rent and use a Byke through the application.

(4) The data is stored by PayPal itself. Please also note PayPal's privacy policy linked above.

(5) Special features for single trips: Single trips are always charged depending on the duration of use. Therefore, we need to know your Stripe-ID at the start and at the end of a single trip. Therefore, we store your Stripe ID in your customer account until you delete your Stripe ID. If you do not have a current subscription, you can delete your Stripe ID after each individual trip and only save it again when you use the application. Alternatively, you can use Stripe to load credit to your BYKE account and then delete your Stripe ID again.

12. Using the Application

(1) Every time you open our application, we collect so-called server log files. These data log all requests and accesses by visitors to the application and record all error messages from an application. These include:

- the IP address of your mobile device,
- your device and card identification,
- the name of your telephone, if you have named it using your own name,
- the time of the request,
- the status of the request,
- the quantity of the transferred data with respect to that request.

(2) The legal basis for this is Art. 6 para. 1 lit. f GDPR. The operator of an app has a legitimate interest in the storage of this data because he needs it to detect and eliminate errors of the app, to determine the utilization of the app or to make improvements.

(3) The purpose of this type of data processing results from our legitimate interest mentioned above: This data is processed to detect and eliminate app errors in order to determine the utilization of the app or to make improvements.

(4) The data will be deleted as soon as you close our app.

13. Google Maps

(1) Our application uses Google Maps API applications. This is a service of Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. In this context, we must store your IP address. Usually this information is transferred to a Google server in the USA and stored there. However, this transmission is made anonymous. A conclusion on your person is thus excluded. This enables us to display interactive maps directly in the application and enables you to use the map functions. This application is essential for the functionality and complete provision of our content and services. You can view the Google Terms of Use here: <https://policies.google.com/terms?hl=en>. The additional terms of use for Google Maps/Google Earth can be found here: https://www.google.com/help/terms_maps.html. You can find Google's privacy policy here: <https://www.google.com/intl/de/policies/privacy/>.

(2) These data are processed on the basis of Art. 6 para. 1 lit. b GDPR for the conclusion and performance of a contract.

(3) We process this data to show you the location of the nearest Byke and how to get there. Furthermore, we can show you the expected running distance and running time to the selected Byke.

(4) The data will only be stored for the duration of the respective booking period and will then be deleted.

14. Visiting our Website

Whenever you access our website, we collect the following information about your computer:

- the IP-address of your computer,
- the operating system of your computer,
- the type of browser you are using (Firefox, Google Chrome, etc.) and its version,

- the request of your browser,
- the time of this request,
- the status of the request,
- the amount of data transferred in the context of this request,
- Date and time of access,
- the URL of the website from which you accessed our website (so-called referrer URL),
- the URL of the website you are visiting from our website.

(2) The legal basis for this is Art. 6 para. 1 lit. f GDPR. The operator of a website has a legitimate interest in the storage of this data because he needs it to detect and eliminate errors of the website, to determine the utilization of the website or to make improvements.

(3) The purpose of this type of data processing follows from our legitimate interest mentioned above: This data is processed to detect and eliminate website errors in order to determine the utilization of the website or to make improvements.

(4) The IP address of your computer will only be stored for the duration of your visit and will subsequently be deleted immediately or made anonymous by shortening it. The remaining data is stored anonymously for an unlimited period of time.

15. Cookies

(1) We use cookies on our website. These are small text files that are stored on your device and that store certain settings and data for sharing with our system through your browser.

A cookie usually contains the name of the domain from which the cookie data was sent, as well as information about the age of the cookie and an alphanumeric identifier. Cookies allow our systems to recognize the user's device and make any presets available immediately. As soon as a user accesses the website, a cookie is transmitted to the hard disk of the respective user's device.

The cookies we use will only store the information about your use of the website as explained above. This is not done by an assignment to you personally, but by assigning an identification number to the cookie ("Cookie ID"). A combination of the cookie ID with your name, your IP address or similar data that would allow a mapping of the cookie to you does not occur.

(2) The legal basis for the processing of personal data using cookies is Article 6 para. 1 lit. f GDPR, as we have a legitimate interest in improving the operation of our website and using the data for direct marketing purposes.

(3) We use the data we process using technically unnecessary cookies to tailor our website to your individual interests. This includes, for example, advertising that corresponds to your personal interests.

(4) The duration of storage varies depending on whether the cookies are session cookies or temporary cookies. Session cookies are automatically deleted after you leave our website. Temporary cookies are stored on your device for a certain period. Cookies that we use for statistical purposes are automatically deleted after a defined period.

(5) As a user, you have full control over the use of cookies and the data processed in this way. If you do not want to use cookies, you can set your browser so that the storage of cookies will not be accepted. Please note that in this case you may be able to use our website only partially or not at all.

16. Google Analytics

(1) We use Google Analytics. This is an analysis tool provided by Google Inc, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA. We use this technology to make our website more interesting for you and to optimize its functionality. The following data is processed in this context:

- the IP address of your computer,
- if necessary, the operating system of your computer,
- the type of browser you are using (Firefox, Google Chrome, etc.) and its version,
- the referrer URL,
- the time of the request.

(2) This kind of processing of your personal data is based on Art. 6 para. 1 lit. f GDPR, as we have a legitimate interest in improving the services of our website and our advertising.

(3) The purpose of the processing is our legitimate interest in improving the services of our website and our advertising.

(4) If you only wish to accept our own cookies, but not those of our service providers and partners, you can select the setting in your browser "Block third party cookies".

17. Amazon Web Services

We use the Amazon Web Services Inc.410 Terry Avenue North, Seattle WA 98109, USA. In this context, information is transmitted exclusively to servers in the Frankfurt am Main region and stored there.

Amazon may not use the data for other purposes. In addition, Amazon is obliged to treat the information in accordance with this data protection declaration and the relevant data protection laws.

More information can be found in Amazon's privacy policy: <https://aws.amazon.com/de/compliance/data-privacy-faq/>.

18. The Facebook "Like" button

We have integrated the Facebook "Like-Button" on our website. This is a plugin of the social network "Facebook", provider Facebook Inc, 1 Hacker Way, Menlo Park, California 94025, USA. Regardless of whether you are logged in to your Facebook account or not, the plugin establishes a direct connection between your browser and the Facebook server and sends Facebook the information that you have visited our website using your IP address. If you are logged into your Facebook account while visiting our website, you can link our content to your Facebook account by clicking the "Like" button. The exact content of the data transmitted to Facebook and how they are used by Facebook, eludes our knowledge. The privacy policy of Facebook can be found here: <https://de-de.facebook.com/policy.php>

19. Twitter

We have included a Twitter plugin on our website that allows you to link the content of our app to your Twitter account. This is a function of the social network "Twitter", provider Twitter Inc, 1355 Market Street, Suite 900, San Francisco, CA 94103, USA. If you are logged into your Twitter account while using the app, a link will be established. The exact content of the data transmitted to Twitter and how Twitter uses it eludes our knowledge. The privacy policy of Twitter can be found here: <https://twitter.com/privacy>

20. Instagram Plugins

We have integrated an Instagram plugin on our website. The provider of this plugin is Instagram Inc, 1601 Willow Road, Menlo Park, CA 94025, USA. To publish content from our app to your Instagram account, you must be logged in. If this is the case, Instagram can link your visit to our app to your Instagram account. The exact content of the data transmitted to Instagram in this way and how it is used by Instagram is beyond our knowledge. Instagram's privacy policy can be found here: <https://instagram.com/about/legal/privacy/>.

21. Data Security

We protect our website and app and other systems by technical and organizational measures against loss, destruction, access, modification, or dissemination of your data by unauthorized persons. These measures include but are not limited to access control, input control and order control.

22. No Disclosure of Your Personal Data

We will not disclose your personal data to third parties, except if you have consented to the data transfer or if we are authorized or obliged to transfer data due to legal provisions and/or official or court directions. This may refer to cases including but not limited to the provision of information for the purposes of law enforcement, danger prevention or the enforcement of intellectual property rights.

23. Data Protection and Third-Party Websites

- (1) This website may contain hyperlinks to or from third-party websites. If you follow a hyperlink to one of these websites, please note that we cannot assume any responsibility or guarantee for external contents or data protection conditions. Please verify the respective applicable data protection provisions before you transfer personal data to these websites.
- (2) Data communication via the internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. In this respect, we are not liable for the constant and uninterrupted availability of our trading system.

24. Amendments of this Privacy Policy

We reserve the right to amend this privacy policy at any time with future effect. The respective latest version is available at all time on the website and the app. Please access the website and app regularly to find out about the applicable privacy policy.

25. Your Rights and Contact Information

- (1) Right to withdraw your consent acc. Art. 7 para. 3 GDPR: In cases where the processing of your personal data is only possible with your consent, you can revoke this consent at any time in the future. "For the Future" means that your revocation has no effect on the processing of data that we have made between the granting of your consent and your revocation. You do not have to justify your withdrawal. An informal message via e-mail to datenschutz@byke-mobility.com is sufficient.
- (2) Right of access by the data subject in acc. Art. 15 GDPR: You may request confirmation from us at any time whether we process personal information concerning you. In this case, you have the right to request information about:

- the purposes for which we process your personal information
- the categories of personal data we process,
- the recipients or categories of recipients to whom we have disclosed or will disclose the data,

- the storage duration (as far as possible),
- the right of rectification, erasure or restriction of our processing, as well as the right of opposition to such processing,
- the existence of a right of appeal to a supervisory authority,
- the origin of your data, as far as they were not collected by us,
- the existence of automated decision-making including profiling and, where appropriate, detailed information on the logic, scope and impact of such processing.

For this purpose and / or for more information, please contact us via datenschutz@byke-mobility.com. If you have any questions, comments or inquiries regarding the processing of your personal data, please also contact us at the contact details provided.

(3) Right to rectification acc. Art. 16 GDPR: You can view your personal data at any time free of charge and, if necessary, request their correction and supplementation.

For this purpose and / or for more information, please contact us via datenschutz@byke-mobility.com. If you have any questions, comments or inquiries regarding the processing of your personal data, please also contact us at the contact details provided.

(4) Right to erasure acc. Art. 17 GDPR: You can view your personal data at any time free of charge and request cancellation if:

- these are no longer needed for the purpose for which they were processed,
- you have revoked your consent and there is no other legal basis for the processing,
- you have filed an objection against the processing of your data acc. Art. 21 GDPR,
- we have processed your data unlawfully,
- the deletion is required to fulfill a legal obligation under EU or national law.

For this purpose and / or for more information, please contact us via datenschutz@byke-mobility.com. If you have any questions, comments or inquiries regarding the processing of your personal data, please also contact us at the contact details provided.

(5) Right to restriction of processing acc. Art. 18 GDPR: You can view your personal data at any time free of charge and, if necessary, request their blocking if:

- you deny their accuracy,
- the processing is illegal, but you reject the deletion of the data,
- we no longer need the data, but you need it for the assertion, exercise or defense of legal claims,
- you have filed an objection against the processing of your data acc. Art. 21 GDPR, but it is not yet certain whether our interests in processing outweigh your interests.

For this purpose and / or for more information, please contact us via datenschutz@byke-mobility.com. If you have any questions, comments or inquiries regarding the processing of your personal data, please also contact us at the contact details provided.

(6) Right to data portability acc. Art. 20 GDPR: At our request, we are required to provide you with data that we process automatically based on your consent or in fulfillment of a contract in a portable and secure format. The direct transfer of data to another person responsible is also possible at your request. However, it only takes place if technically feasible.

For this purpose and / or for more information, please contact us via datenschutz@byke-mobility.com. If you have any questions, comments or inquiries regarding the processing of your personal data, please also contact us at the contact details provided.

(7) Right to object acc. Art. 21 GDPR: In cases where we use your data on the basis of Art. 6 para. 1 lit. f GDPR, you have the right to appeal against the processing, as far as there are reasons for this, which result from your particular situation or the objection against direct mailing.

For this purpose and / or for more information, please contact us via datenschutz@byke-mobility.com. If you have any questions, comments or inquiries regarding the processing of your personal data, please also contact us at the contact details provided.

(8) Right to lodge a complaint with a supervisory authority acc. Art. 77 GDPR: If we have violated data protection regulations, you can contact the country's regulatory authority for data protection in the non-public area. The responsibility depends on the location of our company. For companies based in Berlin, the following entity is the responsible supervisory authority:

Berliner Beauftragte für Datenschutz und Informationsfreiheit

Friedrichstraße 219

10969 Berlin

Besuchereingang: Puttkamer Straße 16 - 18 (5. Etage)

Telefon: 030/138 89-0

Telefax: 030/215 50 50

E-Mail: mailbox@datenschutz-berlin.de

BYKE Mobility GmbH

June 2018

Terms of Service

Last updated on 10 April 2018

These Terms of Service constitute a legally binding agreement between BYKE Mobility GmbH, Torstraße 177, 10115 Berlin (“BYKE”) and You (“Agreement”). You agree to be bound by this Agreement and the current price list (“Price List”).

1. SERVICES

Subject to the terms of this Agreement, BYKE offers to You the BYKE App and the possibility to rent and use BYKE’s bicycles (the “Bike Rental”; the Bike Rental together with the BYKE App the “Services”). The BYKE bicycles (“Bikes”, individually the “Bike”) are equipped with or consist of a bicycle frame, a handlebar, a basket, brakes, a chain, a front hub, a rear hub, tires, pedals, a bell, lights, a lock, and a global positioning system (GPS) device. The Bikes are and shall remain the exclusive property of BYKE at all times.

2. BYKE APP AND WEBSITE; ACCOUNT

The BYKE software application (“BYKE App”) is developed by BYKE and can be downloaded from online application stores or the official website of BYKE (<http://www.byke-mobility.de/>) (“BYKE Website”). Solely BYKE and its licensors are entitled to all the intellectual property rights in or to the BYKE App.

2.1 REGISTRATION

- (1) Before You can start the Bike Rental, You must download the BYKE App and register a user account. When registering, You must provide Your phone number to BYKE. Alternatively, You can also create an account by using Your Facebook account. In order to register, You must be 18 years of age or older. After successful registration, BYKE will provide You with a personal account (“BYKE Account”).
- (2) You agree to provide accurate and complete information during Your registration.
- (3) You are obliged to inform BYKE immediately of any changes to Your personal information, in particular regarding Your billing information.
- (4) Your BYKE Account is unique to You, and You may neither transfer or otherwise make available Your BYKE Account to others, nor use anyone else’s BYKE Account at any time. You are responsible for maintaining the confidentiality of Your BYKE Account information (including usernames, passwords, and billing information). BYKE is not liable for any loss that You may incur as a result of someone else using Your account, except if such use was caused willfully or negligently by BYKE. You are liable for any losses or damages incurred by BYKE or any third party as a result of someone else using Your account, provided that such use was willfully or negligently caused by You. If You become aware of any event of theft, unauthorized use, or any other breach of security on Your account, You must notify BYKE immediately.

2.2 LICENSE AND OWNERSHIP

(1) Subject to Your compliance with this Agreement, BYKE grants You for the term of this Agreement a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the BYKE App on Your personal device solely in connection with Your use of the Services; and (ii) access and use any content, information and related materials that may be made available to You through the Services, in each case solely for Your personal, non-commercial use. Any rights not expressly granted herein are reserved by BYKE and BYKE's licensors.

(2) The Services and all rights therein are and shall remain BYKE's property or the property of BYKE's licensors. Neither this Agreement nor Your use of the Services convey or grant to You any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner BYKE's company names, logos, product and service names, trademarks, or those of BYKE's licensors.

2.3 NOTIFICATION

By creating a BYKE Account, You agree that BYKE may send You informational (non-advertisement) text messages (SMS), e-mails as well as push notifications as part of the normal business operation of Your use of the Services.

2.4 NETWORK ACCESS AND DEVICE

(1) You are responsible for the network required to use the Services. Your mobile network's data and messaging rates and fees may be applied if You access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary for the access and use of the Services and any updates thereto.

(2) BYKE does not guarantee that the Service, or any portion thereof, will function on any particular hardware or device. In addition, the Service may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

3. BYKE RENTAL AND USE

3.1 BYKE RENTAL PERIOD

(1) The Bike Rental will commence once the lock is unlocked automatically.

(2) You may only rent up to 5 Bikes on Your account at a time. If you leave Bikes to a third party ("Other Cyclist") to use them, You must inform the Other Cyclist about all obligations arising from this Agreement, ensure that the Other Cyclist meets these obligations and guarantee that the Other Cyclist considers this Agreement. You are responsible for the actions of the Other Cyclist to the same extent as for Your own actions.

(3) You must lock the Bike and use the kickstand every time that the Bike is parked, even if You leave the Bike unattended only for a short time.

3.2 AVAILABILITY; MAINTENANCE

(1) BYKE does not guarantee the availability of Bikes.

(2) BYKE is responsible for the daily operation maintenance and repair of the Bike. However, this shall not be a guarantee that BYKE has the obligation to ensure that all Bikes available are in a trouble-free condition at any time.

3.3 RESTRICTIONS AND CONDITIONS OF USE

(1) As a precedent condition for the Bike Rental:

- You are experienced and familiar with the safe operation of a bicycle,
- You are physically and mentally fit to ride the Bike and
- You are familiar with all applicable local, state, and county rules, regulations, codes, and laws that relate to the safe and legal operation of a bicycle.

(2) You further acknowledge and agree:

- You are fully aware that riding a bicycle on streets poses a risk of accident due to motorists, pedestrians, and road conditions, and You must keep a proper lookout to avoid such accidents.
- You are fully trained and capable of operating and riding a Bike and you are not relying on BYKE to explain to You how to operate or ride a Bike.
- You are solely responsible for obtaining and using a helmet and/or other non-obligatory protective gear.
- You are solely responsible for operating and riding the Bike in a careful and competent manner.
- A helmet and protective gear, even when used, do not eliminate the risk of bodily injury in the event of an accident.
- You are solely responsible for any traffic violations and/or fines incurred by You while using the Bike, including any fees for parking the Bike in prohibited locations as set forth in the laws of the Country of operation.
- BYKE is not obligated to provide insurance of any kind related to You or Your use of the Bike. In the event that BYKE, at its option, carries insurance, You shall remain liable for any liability, property damage, personal injury, injury to others, damages, penalties, fines, losses, and/or expenses (“Damages”) caused by Your use of the Bike according to the applicable laws, except if such Damages are fully caused by a willful or negligent act of BYKE.
- If You cause any Damages to another person while operating or in possession of the Bike, You are solely liable for such damage or injury according to the applicable laws, except if such Damages are fully caused by a willful or negligent act of BYKE.

(3) Before and during the operation of the Bike, You shall do the following:

- Carefully inspect the Bike that You wish to rent prior to Your use of the Bike to ensure that the Bike is in good operating condition.
- Test the Bike's operating components (brakes, tires, gears, wheels, pedals, lights, frame, and saddle) before proceeding with the intended use.
- Promptly notify BYKE customer service (see section 17 of this Agreement) of any defect, malfunction or needed repair to a Bike. BYKE will cancel the Rental, if there is a defect, malfunction or needed repair after rental but before You use the Bike. After a rental of more than ten minutes, the Bike is regarded as free from damages.
- Adjust Your Bike riding behavior according to weather conditions.
- Contact BYKE and local police immediately in the event of an accident that occurred during Your use of the Bike resulting in bodily injury or if the Bike is stolen during the Rental. Failure to do so shall result in You being liable for damages incurred by BYKE resulting from violation of said obligation.

(4) The Bikes may not be used as follows ("Restricted Uses"):

- If the precedent conditions in para. (1) to (3) are not fulfilled.
- By persons who are younger than 16 years of age (unless accompanied by an adult).
- If you have any existing physical or mental condition that would prohibit You from safely operating the Bike.
- While carrying any item that impedes the driver's ability to safely operate the Bike.
- While under the influence of alcohol, drugs, or any other substance that may impair Your ability to safely operate the Bike.
- Using any cellphone or mobile electronic device, including, but not limited to, for the purposes of phone calls, text messages, listening to music or any other use that distracts the driver from the safe operation of the Bike. You can use mobile devices for street maps at your own risk.
- Overfilling the Bike basket or place objects weighing in total more than 5 kilogram in the Bike basket.
- Violating the regulations of the German Road Traffic Act (StVO).
- If a Bike is operated or used in any manner during adverse weather conditions like hail, dust storms, heavy fog, heavy rains, or thunder storms, the operation or the use of the Bike during these weather conditions is at Your own risk.
- Riding or operating a Bike that You or the driver have recognized has any defect, fails to operate as a properly functioning bicycle or that needs repair.
- For racing, tricks riding, jumping, stunt riding and/or, off road riding.
- For any commercial purposes.
- Towing, pulling, carrying, or pushing any person or object with a Bike.
- Removing or modifying any accessories, parts, or components of any Bike.
- Riding the Bike without paying the Charges.
- Using the Bike outside of the Federal Republic of Germany without written consent from BYKE.

4. RETURN OF THE BYKE

(1) The Bike Rental ends when the Bike is locked at any legal, freely accessible parking location within the boundaries of the defined rental area (“Rental Area”), where the Bike Rental started, and You provide the exact location of the Bike (e.g. automatically by the GPS coordinates) to BYKE. You must be able to provide this information to BYKE upon request for a period of 48 hours following the BYKE Rental. The Rental Areas are shown on the BYKE Website and in the BYKE App. Returning the Bike outside a Rental Area providing false information or not returning the Bike entirely, may incur costs in accordance with the Price List.

(2) You are obliged to follow road traffic regulations and specific conditions of the Rental Area when parking. You must make sure that the Bike does not hinder other road or sidewalk users or other third parties. In particular, You must not park the Bike at trees, traffic signs, traffic lights, parking meters, parking ticket machines, fences to property of another, in front of or near emergency exits and fire department service zones, in front of drives and exits, lowered curbstones, on access paths to public transportation, bicycle lanes, orientation aids for the blind, pedestrian crossings, sidewalks unless a passage width of at least 1.50 meters remains, in buildings, backyards, vehicles, parks and green spaces or where the Bike covers advertisements. Furthermore, in Frankfurt am Main, Bikes may not be parked at public bicycle stands or in public bicycle parking facilities.

(3) You should return the Bike in the same condition as when received.

(4) The Returning of the Bike is completed when You are informed by BYKE accordingly. You must promptly notify BYKE customer service (see section 17 of this Agreement) if a problem occurs.

5. CHARGES, PAYMENT, AND BILLING

(1) Upon renting a Bike, You accept the current, valid version of this Agreement and of the Price List.

(2) The Bike Rental incurs charges in accordance with the Price List (“Charges”). The Price List is available on the BYKE Website and in the BYKE App.

(3) After Registration, BYKE sets up a Credit Account for You. You can charge the balance of Your Credit Account before you start the Bike Rental (prepaid or subscription) or You can pay the billed amounts by means of credit card or electronic transfer (direct debiting). You may change Your preferred method of payment at any time.

(4) If You have chosen the debit of the Credit Account as preferred method of payment, the Charges will be deducted from your Credit immediately after you have ended the Bike Rental. If you have chosen direct debiting method of payment, the Charges are payable through collection by the external partners Stripe (Stripe, Inc.) or Paypal (PayPal (Europe) S.à r.l. et Cie, S.C.A.) immediately after you have ended the Bike Rental. The Charges are inclusive of applicable taxes required by law.

(5) If BYKE provides you with a Bonus Amount, BYKE keeps a separate account therefore (Bonus Account). You can view the Total Balance (Credit and Bonus) in the BYKE App. BYKE uses first and foremost the Bonus Amount if and to the extent to which the Charges can be offset with the Bonus Account. If there is no Bonus Amount on the Bonus Account or if the Services cannot be offset with the Bonus Account, BYKE debits the Charges from the Credit Account. Any remaining Bonus Amount at the time of Termination will be forfeited.

(6) You are not able to transfer Your Balance to other users of the BYKE App.

(7) There is no expiry date for Your Balance.

(8) Should it be impossible to process a direct debit due to insufficient funds in Your account or for other reasons for which You are responsible, BYKE will charge you with the additional expenses incurred in accordance with the Price List unless You can prove that the actual expense incurred was lower.

(9) If You default in payment, default interest will be charged at a rate of 5 percentage points over the base interest rate. BYKE shall also charge reasonable reminder fees to you. If the payment is delayed, BYKE is authorized to discontinue the Service until You meet Your obligations.

(10) You can view finalized Bike Rental processes (including time periods and costs) in the BYKE App. BYKE will debit the Charges automatically without the requirement of prior payment request. Objections to the Charges must be submitted in writing to BYKE within 14 days of receipt of the invoice.

6. TERM AND TERMINATION OF THIS AGREEMENT; SUSPENSION OF THE SERVICES

6.1 TERM AND TERMINATION

(1) This Agreement is valid for an indefinite period of time if not terminated according to this section 5 of this Agreement.

(2) This Agreement can be terminated by BYKE with a notice period of 30 days.

(3) You may terminate this Agreement by clicking the “Delete My Account” button in the BYKE App. Please note that a termination of this Agreement is not possible during a Bike Rental.

(4) The right to terminate this Agreement for cause remains unaffected. BYKE shall in particular be entitled to terminate this Agreement for cause if You violate this Agreement or if BYKE is required to suspend the rental of Bikes by the competent government authorities.

(5) After termination of this Agreement, BYKE will collect any outstanding amounts within 14 working days and refund the then current Balance – with deduction of any voluntary credits – within 14 working days after you have submitted to the BYKE customer support (section 17) a German bank account. You must submit your bank account information for the refund within 10 working days after termination of this Agreement

6.2 COMMUNICATION OF TERMINATION

Except for a termination of the account by clicking on the “Delete My Account” button in the BYKE App (as described under section 6.1), each termination of this Agreement must be communicated to the other party via e-mail.

7. FORCE MAJEURE

(1) BYKE shall be excused from the performance of the Services for any period and to the extent that it is prevented from performing the Services, in whole or in part, as a result of a Force Majeure Event.

(2) “Force Majeure Event” for the purposes of this Agreement means the occurrence of any event or circumstance beyond the control of BYKE. Force Majeure Events include (i) natural disasters, explosions, fires, floods, earthquakes, epidemics, catastrophic weather conditions, atmospheric disasters or other elements of nature or acts of God, (ii) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, rebellion, sabotage, embargos, (iii) exceptional traffic and road situations and (iv) strikes, lock-outs, and civil unrest.

8. LIABILITY AND LIMITATION OF LIABILITY

8.1 YOUR LIABILITY

(1) You use the Services at Your own risk. You take full responsibility for damages caused by Yourself. You are solely responsible for any liability claims resulting from actions or events which occur during the Bike Rental or as a result thereof. Claims made by BYKE’s liability insurer against You remain unaffected.

(2) If you cause damages to a Bike or the Bike is stolen because of negligence, You are liable for the costs for material and labor costs or recovery of the stolen Bike to an amount up to but not exceeding EUR 100. This maximum amount does not apply if You have caused the damages intentionally or with gross negligence or if the Bike has been stolen with Your intention or through Your gross negligence; in such case, the amount of the liability claims applicable shall be determined by the actual amount and real value of damage incurred.

(3) You agree to defend, indemnify, and hold BYKE its officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses arising out of or in any way connected with (i) Your willful or negligent violation of this Agreement, (ii) Your willful or negligent violation of third party rights, or (iii) Your leaving or lending of Bikes to Other Cyclists.

8.2 BYKE'S LIABILITY

(1) In the event of a breach of material contractual duties (“Cardinal Obligations”), BYKE shall be liable towards You for reimbursement of expenditures and damages (collectively referred to as “Damages”). Cardinal Obligations are all obligations whose breach would jeopardize the achievement of the contractual purpose, as well as all obligations whose fulfillment enables the proper performance of the Agreement in the first place and on compliance with which You can generally rely. However, where a breach of a Cardinal Obligation is due only to slight negligence and does not result in injury to life, limb or health, Your claims will be limited to Damages in the amount of the typically foreseeable damage. BYKE is not liable for damages to items transported with the Bike.

(2) BYKE shall also be liable to You in cases of intent and gross negligence, for injury to life, limb, or health, as well as in all other cases of mandatory statutory liability, in each case in accordance with the statutory provisions. Furthermore, this section 7 shall not limit Your claims for default interest or the lump sum payment according to paragraph 288 (5) German Civil Code.

(3) In all other cases, claims for damages against BYKE – regardless of their legal basis, in particular due to a breach of obligations under the contractual relationship between You and BYKE, BYKE's legal representatives, employees, or vicarious agents, pursuant to sec. 311a German Civil Code or based on tort – are disclaimed.

(4) To the extent BYKE's liability is limited or disclaimed under the above provisions; this shall also apply to the personal liability of BYKE's legal representatives, employees, and vicarious agents.

9. APPLICABLE LAW

This Agreement shall be governed by the laws of Germany without regard to its conflicts of law provisions.

10. ASSIGNMENT

BYKE may assign its rights under this Agreement to any party at any time.

11. NO WAIVER

BYKE's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any part of this Agreement. No waiver by BYKE shall be construed as a waiver of any proceeding or succeeding breach of any provision in this Agreement.

12. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement shall remain in full force and effect.

13. SURVIVAL

All provisions of this Agreement relating to limitation and exclusion of liability, waivers, assumption of risk, warranties and indemnification obligations shall survive the termination of this Agreement, and all amounts unpaid at the time of termination or expiration of this Agreement shall remain due and payable.

14. THIRD PARTY INTERACTIONS

(1) During the use of the Services, You may enter into correspondence with, purchase goods and/or services from, or participate in promotions of third party providers, advertisers or sponsors showing their goods and/or services through the BYKE App. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between You and the applicable third party.

(2) BYKE and its licensors shall have no liability, obligation, or responsibility for any such correspondence, purchase, transaction, or promotion between You and any such third party. BYKE does not endorse any applications or sites on the Internet that are linked through the Service, the Application, and/or the Software, and BYKE shall not be responsible for any content, products, services, or other materials on or available from such sites or third-party providers.

15. PRIVACY POLICY

(1) BYKE is authorized to collect, process and use Your personal data, together with customer-specific usage and Bike data (including Bike locational data), insofar as required for performance of the Services and in compliance with the provisions as set forth in the German Data Protection Act (Bundesdatenschutzgesetz).

(2) BYKE uses Google Maps API applications to determine the current location of a Bike and display the nearest available Bike. These applications are essential for the functionality and availability of the Services. Google Maps API applications record the destination, departure and arrival times and duration of use. This information is not forwarded to Google. The transfer of all locational data to Google occurs anonymously.

(3) BYKE uses the payment service providers Stripe Sdk (<https://stripe.com/de>) and Paypal Sdk (<http://www.paypal.de>).

(4) Further information regarding the use, administration and processing of personal data may be viewed in our Privacy Policy.

16. ALTERATION AND/OR AMENDMENT OF THIS AGREEMENT

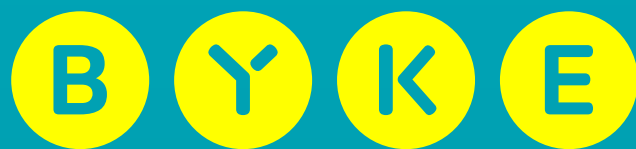
(1) BYKE reserves the right to alter and/or to amend this Agreement and the Price List from time to time. You will be notified of any alterations and/or amendments. Such alterations and/or amendments are considered approved if You file no written objection within 6 weeks after the notification. The aforementioned consequences shall also be mentioned in BYKE's notification of the alteration and/or amendments. In case of mandatory changes required by applicable law, court orders or orders by public authorities the above notification period might have to be shorter, depending on the respective law, court order or public order.

(2) If You object to the alteration and/or amendments, BYKE has the right to terminate this Agreement according to section 6.1 with a notice period of 30 days.

(3) Notwithstanding para. (1) and (2) above, any alterations or amendments to this Agreement agreed between You and Bike are only valid and binding if agreed in writing. This shall also apply to this written form requirement itself.

17. CUSTOMER SUPPORT

If You encounter any problem using BYKE, You can report it in the BYKE App by clicking on the "Custom Services" button. BYKE encourages You to submit Your comment. Besides, You can contact us by e-Mail (kunde@byke-mobility.com).



Contact:

Eric Wang

Managing Director,

BYKE Mobility

eric.wang@byke-mobility.com