

HFX e-Scooters (a division of Lorimax Inc.)

Rental Agreement

Last modified: March 13, 2024

Welcome to HFX e-Scooters' shared micro-mobility service.
We are pleased to provide this ride-sharing service to you.

Before beginning your ride, please read the following information and make sure you understand its contents, especially the parts related to payment, warnings, regulations, and caution statements. If you have any questions, please contact us at our toll-free number 866-871-9648, or email max@segwayns.com.

1. The rental fee is based on the number of minutes you ride. Your riding time and amount owing are recorded in real-time in the HFX e-Scooters app. The total payment will be deducted from your bank/credit card once you return the e-scooter to a designated parking location, hit 'End Trip' in the app, and confirm the payment. If you 'End Trip' away from a designated parking location, you will be charged an additional pick-up fee.

2. Please note that when setting up the HFX e-Scooters app, you are accepting our Rental Agreement. You are also acknowledging that helmets are required in Nova Scotia, and riders must be 16 years or older.

3. You shall regularly and periodically, as circumstances require, inspect, and maintain the e-scooter. You shall also check the tires, battery level, vehicle status, and functional parts before riding. Please do not attempt to ride an e-scooter when the battery level is below 20%. You shall be liable for any malicious damages to your rental e-scooter. You shall notify us regarding any concerns or issues with your rental e-scooter.

4. You acknowledge that you shall not resell and/or distribute the e-scooter under any circumstance.

5. You shall ride the e-scooter in a safe and reasonable manner according to these instructions and safety warnings, and maintain a proper and safe speed when riding, especially around pedestrians.

6. You shall learn and practice how to ride this product properly and safely. You assume all the risks and losses in connection with the product, especially for those related to and/or arising out of violation of the instructions about warnings and caution statements. Such risks include but are not limited to loss of control, failure of the product, and/or collusion. Such risk may increase if you have physical and/or mental impairment or disability, or under the influence of alcohol, drugs, or a similar substance. Such risk may also increase if you are not sufficiently familiar with the functions, features, and performance of the product. We and the app developer and its affiliates shall not be liable for any claim, liability, and loss related to such consequences if it is due to your assumption of risk.

7. You shall check and obey local laws and regulations for e-scooters. It is your responsibility to ride and use the e-scooter in compliance with local laws and regulations. The laws and regulations may be different in other countries and jurisdictions. Local laws and regulations include:

- (i) A helmet is legally required in Nova Scotia, or risk getting a ticket;
- (ii) The e-scooter should be ridden in a bike/micro-mobility lane if available.
If you must ride on sidewalks, slow down and yield to pedestrians.
Use the bell as needed around pedestrians.
You may obtain more information related to legal requirements for e-scooters from your local government.

8. You are not permitted to ride your rental e-scooter outside of the set geo-fence. This is the area in green on the map in the HFX e-Scooters app. If you take the e-scooter outside of the geofence, an alarm will sound and the throttle will be disabled until you go back inside the geo-fence.

9. Neither we nor the app developer and its affiliates and subsidiaries are responsible for injuries or damages caused by your inexperience or failure to follow the above instructions.

10. By utilizing the scooter service, thus accepting the rental agreement, you acknowledge and accept full responsibility for any fines or tickets incurred during your usage, including those resulting from improper parking practices.

11. As a user, you assume all liability for fines, damages to the scooter, and any other damages arising from the actions of riders or guests added to your app account.

12. By law, you are required to wear a helmet while riding e-scooters. If you rent a helmet from HFX e-Scooters, you are responsible for any damages that are incurred or any replacement fees.

Please read these instructions carefully and learn how to ride an e-scooter before you ride.

If you agree to the above, please click "Yes."

Thank you for choosing HFX e-Scooters' shared micro-mobility service.

We hope you have a safe and enjoyable trip!

Waiver | Acknowledgement of Risk and Release of Liability

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E-scooter Rentals: Release and Waiver

IMPORTANT LEGAL DOCUMENT - READ CAREFULLY BEFORE ACCEPTING – BY ACCEPTING YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

This Agreement, waiver of negligence, assumption of risks, and complete release of liability covers the use of an HFX e-Scooters Net Scooter (an 'e-scooter') which has been provided by Lorimax Inc. (dba HFX e-Scooters and dba Segway Nova Scotia) via the HFX e-Scooters app (the 'App') for a rental, guided tour, self-guided tour, ride or demonstration experience.

1) I understand and acknowledge the inherent risks, dangers, and hazards of using an e-scooter and the App, and fully assume all risks and responsibilities with regard to, but not limited to: impact or collision with pedestrians, inaccuracies of map data in the App, malfunction of the e-scooter, vehicles, other riders, and/or fixed or moving objects; traffic conditions, weather conditions, hills, curbs, exposed stones, earth, ice, trees, and other natural objects or hazards, exposed holes; the failure to operate the e-scooter in a safe fashion; any negligence of the Releases (as defined below) including any failure to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards of using an e-scooter and the App; other riders; e-scooter or App malfunctions; failure to act safely or within one's own ability; negligence of other persons; as well as the possibility of physical and/or mental trauma (or injury) including the possibility of permanent injury or death. I acknowledge that expectant mothers and that persons with conditions inhibiting their sense of balance are prohibited from riding an e-scooter. I agree to cease operation of the e-scooter if I am concerned in any way about the operation or a malfunction or damage to the e-scooter.

2) I realize that the operation of an e-scooter requires physical abilities and I represent that I am in sound medical condition, that I am capable of operating the e-scooter, and I am voluntarily participating in this e-scooter experience with the knowledge of the dangers involved and I agree to accept any and all risks of loss, injury or death.

3) I acknowledge that I have been provided a tutorial and information about how and where to ride, and I agree to follow all applicable regulations. I understand that I am solely responsible for my personal safety. As such, I agree to follow all rules and guidelines provided by the tutorial, trainer, or guide, including, but not limited to, those pertaining to safety and to the use of the e-scooter. I will at all times wear a CSA, Snell, CPSC, ANSI or ASTM approved helmet and have it properly sized, fitted, and fastened at all times according to the manufacturer's instructions when riding an e-scooter, provided that I also acknowledge that a helmet will not eliminate the risk of bodily injury in the event of an accident. I agree to use and operate the e-scooter in a careful, considerate, and safe manner with due consideration for the safety and wellbeing of all persons. I will refrain from harmful conduct of any kind which may damage the e-scooter, or affect the safety of others or myself.

4) As an e-scooter rider, I am responsible for the way I ride and the condition of the rental/demo unit. I take responsibility for any damage that might occur to my e-scooter or third-party property as a result of my actions during the tour, ride, rental or demonstration period, and agree to reimburse Lorimax Inc. for lost revenue and repair or replacement costs for any damage to, or theft of the e-scooter in my possession. I agree that I will not allow other persons to operate the e-scooter that I have been assigned during the duration of my rental/tour/ride/demonstration period.

5) I hereby irrevocably and fully waive, release, indemnify and agree to hold harmless Lorimax Inc., o/a Segway Nova Scotia and o/a HFX e-Scooters, Ninebot Inc., Segway Inc., Segway Discovery Inc., Develop Nova Scotia, Halifax Regional Municipality, NANCO DEVELOPMENTS II LIMITED, and any and all related and affiliated companies, municipalities and public entities, governmental bodies and agencies, and to the extent You access the Services using a third party application, website, content, products, or services, that third party, as well as each of their suppliers, distributors, officers, directors, employees, agents, representatives, successors, assigns, and participants (collectively, the "Releases") of and from any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature (a "Claim"), including of any third party Claims, reasonable legal fees, and any and all negligence claims or causes of action, which may arise due to any cause whatsoever, or which result from illness, personal injuries, property damage, death or of any other damages or injuries, not included herein, occurring during or as a result of, my participation in the e-scooter tour/ride/rental/demonstration, even to the extent the Releases have been advised of the possibility of such Claims. I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives.

6) I have carefully read this Waiver and Release and fully understand its contents. I certify that I am at least 19 years of age. I am aware that this is a RELEASE AND WAIVER OF LIABILITY, and a contract between me and the persons and entities mentioned above, and I accept it of my own free will, in exchange for allowing me to rent and operate an e-scooter. I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of the activities other than as set-out in this Release and Waiver.