

TERMS AND CONDITIONS OF WWW.MOVESCOOTERS.CA

Last revision: July 7, 2022

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

The following Terms and Conditions govern and apply to your use of or reliance upon this website maintained by Thur Inc. O/A Move Scooter Rental (the "Website").

Your access or use of the Website indicates that you have read, understand and agree to be bound by these Terms and Conditions and any other applicable laws, statutes and/or regulations. We may change these Terms and Conditions at any time without notice, effective upon its posting to the Website. Your continued use of the Website will be considered your acceptance to the revised Terms and Conditions.

1. INTELLECTUAL PROPERTY

All intellectual property on the Website is owned by us or our licensors, which includes materials protected by copyright, trademark, or patent laws. All trademarks, service marks and trade names are owned, registered and/or licensed by us. All content on the Website, including but not limited to text, software, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content is a collective work under Canadian and other copyright laws and is the proprietary property of the Company; All rights reserved.

2. USE OF COMPANY MATERIALS

We may provide you with certain information as a result of your use of the Website including, but not limited to, documentation, data, or information developed by us, and other materials which may assist in the use of the Website or Services ("Company Materials"). The Company Materials may not be used for any other purpose than the use of this Website and the services offered on the Website. Nothing in these Terms of Use may be interpreted as granting any licence of intellectual property rights to you.

3. ACCOUNT AND ACCOUNT USE

If your use of the Website requires an account identifying you as a user of the Website (an "Account"):

a) you are solely responsible for your Account and the maintenance, confidentiality and security of your Account and all passwords related to your Account, and any and all activities that occur under your Account, including all activities of any persons who gain access to your Account with or without your permission;

b) you agree to immediately notify us of any unauthorized use of your Account, any service provided through your Account or any password related to your Account, or any other breach of security with respect to your Account or any service provided through it, and you agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account, and

c) you agree to provide true, current, accurate and complete customer information as requested by us from time to time and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete and accurate.

4. PAYMENT

When you make a purchase on the Website, you agree to provide a valid instrument to make a payment. Pay attention to the details of the transaction, as your total price may include taxes, fees, and shipping costs, all of which you are responsible for.

When you provide a payment instrument to us, you confirm that you are permitted to use that payment instrument. When you make a payment, you authorize us (and our designated payment processor) to charge the full amount of the payment instrument you designate for the transaction. You also authorize us to collect and store that funding instrument, along with other related transaction information.

If you pay by credit or debit card, we may obtain a preapproval from the issuer of the card for an amount as high as the full price. If you cancel a transaction before completion, this pre-approval may result in those funds not otherwise being immediately available to you.

We may cancel any transaction if we believe the transaction violates these Terms, or if we believe in doing so may prevent financial loss.

In order to prevent financial loss to you or to us, we may contact your funding instrument issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law.

Payment for any ongoing services is billed automatically until notification that you would like to terminate your access to the services.

5. SALE OF GOODS AND SERVICES

We may sell goods or services or allow third parties to sell goods or services on the Website. We undertake to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, we do not guarantee the accuracy or reliability of any product information and you acknowledge and agree that you purchase such products at your own risk.

6. SHIPPING, DELIVERY AND RETURN POLICY

You agree to ensure payment for any items you may purchase from us and you acknowledge and affirm that prices are subject to change. When purchasing a physical good, you agree to provide us with a valid email and shipping address, as well as valid billing information. We reserve the right to reject or cancel an order for any reason, including errors or omissions in the information you provide to us. If we do so after payment has been processed, we will issue a refund to you in the amount of the purchase price. We may also request additional information from you prior to confirming a sale and we reserve the right to place any additional restrictions on the sale of any of our products. For the sale of physical products, we may preauthorize your credit or debit card at the time you place the order or we may simply charge your card upon shipment. You agree to monitor your method of payment. Shipment costs and dates are subject to change from the costs and dates you are quoted due to unforeseen circumstances.

For any questions, concerns, or disputes, you agree to contact us in a timely manner at the following:

Move Scooter Rental
Email: info@movescooters.ca

7. ACCEPTABLE USE

You agree not to use the Website for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website in any way that could damage the Website, the services or the general business of Thur Inc. O/A Move Scooter Rental.

You further agree not to use and/or access the Website:

- a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

- b) To violate any intellectual property rights of us or any third party;
- c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- d) To perpetrate any fraud;
- e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- f) To publish or distribute any obscene or defamatory material;
- g) To publish or distribute any material that incites violence, hate or discrimination towards any group;
- h) To unlawfully gather information about others.

8. PROTECTION OF PRIVACY

Through your use of the Website, you may provide us with certain information. By using the Website, you authorize us to use your information in Canada and any other country where We may operate.

When you register for an account, you provide us with a valid email address and may provide us with additional information, such as your name and/or billing information. Depending on how you use our Website, we may also receive information from external applications you use to access our Website, or we may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

We use the information gathered from you to ensure your continued good experience on our website, including through email communication. We may also track certain of the passive information received to improve our marketing and analytics, and for this, we may work with third-party providers.

If you would like to disable our access to any passive information we receive from the use of various technologies, you may choose to disable cookies in your web browser. Please be aware that we will still receive information about you that you have provided, such as your email address.

If you choose to terminate your account, we will store information about you for the following period of time: 6 months. After that time, all information about you will be deleted.

9. REVERSE ENGINEERING & SECURITY

You may not undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website;
- b) Violate the security of the Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

10. DATA LOSS

We are not responsible for the security of your Account or Content. Your use of the Website is at your own risk.

11. INDEMNIFICATION

You defend and indemnify Thur Inc. O/A Move Scooter Rental and any of its affiliates and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website, your breach of these Terms and Conditions, or your conduct or actions. We will select our own legal counsel and may participate in our own defense, if we wish to so.

12. SPAM POLICY

You are strictly prohibited from using the Website or any of our services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

13. THIRD-PARTY LINKS & CONTENT

We may occasionally post links to third party websites or other services. We are not responsible or liable for any loss or damage caused as a result of your use of any third party services linked to from our Website.

14. VARIATION

To the extent any part or sub-part of these Terms and Conditions is held ineffective or invalid by any court of law, the prior, effective version of these Terms and Conditions be considered enforceable and valid to the fullest extent.

15. SERVICE INTERRUPTIONS

We may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we will have no liability for any damage or loss caused as a result of such downtime.

16. TERMINATION OF ACCOUNT

We may, in our sole discretion, suspend, restrict or terminate your Account and your use of the Website, effective at any time, without notice to you, for any reason, including because the operation or efficiency of the Website or our or any third party's equipment or network is impaired by your use of the Website, any amount is past due from you to us, we have received a third party complaint which relates to your use or misuse of the Website, or you have been or are in breach of any term or condition of these Terms and Conditions. We will have no responsibility to notify any third party, including any third-party providers of services, merchandise or information, of any suspension, restriction or termination of your access to the Website.

17. NO WARRANTIES

Your use of the Website is at your sole and exclusive risk and any services provided by us are on an "as is" basis. We disclaim any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website will meet your needs or that the Website will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. Any damage that may occur to you, through your computer system, or as a result of loss of your data from your use of the Website is your sole responsibility and we are not liable for any such damage or loss.

18. PRIVACY

Internet communications are subject to interception, loss or alteration and, as consequences, you acknowledge that information or data you provide by electronic means by accessing or using this Website are not confidential or exclusive, except to the extent required by the applicable laws, and that communications by email may be intercepted, altered or lost.

For more information, please refer to our Privacy Policy, which you may find at the following address: <https://movescooters.ca/policy%2Fwaiver>.

19. LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you as a result of your use of the Website, to the fullest extent permitted by law. The maximum liability of Thur Inc. O/A Move Scooter Rental arising from your use of the Website is limited to the greater of one hundred (\$100) Canadian Dollars or the amount you paid to Thur Inc. O/A Move Scooter Rental in the last six (6) months. This applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

Rental Agreement

Between You and Move Scooter Rental

(Hereinafter referred to as the "Rental Agreement")

This Rental Agreement is a legally binding agreement between you and Thur Inc. dba Move Scooter Rental, its predecessors, successors, affiliates and subsidiaries ("Move") that governs your use of and access to any products and services of Move, including but not limited to: (1) official website of Move, being: www.movescooters.ca; (2) the mobile application of Move, known as Move Scooter Rental (the "App"); and (3) our electric scooters ("E-scooters"), as well as any materials, equipment, products and services that concern the rental or use of E-scooters ((1) through (3) collectively referred to as the "Services").

BY SIGNING UP WITH MOVE AND USING THE SERVICES, YOU HEREBY ACKNOWLEDGE THE FOLLOWING:

1. You have carefully read, fully understood, and voluntarily accepted all terms and conditions of this Rental Agreement, the Release Agreement, and our Privacy Policy, including any amendments thereto (referred to collectively as the "Agreements").
2. You represent, warrant, and certify that you are at least 19 years old and have the capacity and right to enter into this Agreement.

Please do not use our Services if you do not agree to the terms and conditions outlined in the Agreements – this Rental Agreement, the Release Agreement, and the Privacy Policy.

PART I: MOVE'S REQUIREMENTS OF YOU

1. You represent, warrant and certify that you are 19 years of age or older.
2. You represent and warrant that you have reviewed the safety materials provided in the App and on the Move website. You are familiar with the operation of the E-scooter, and you are reasonably competent and fit to ride the E-scooter. You further agree that you are solely responsible and bear the risk for any injuries, medical conditions and/or medical complications. You agree to the terms of our Release Agreement.

3. You represent, warrant, and covenant that you will be the sole user of the E-scooter. You shall exclude others from using this E-scooter throughout the entire duration of your account with Move. Move has no contractual obligations or duty of care to anybody who is not the account holder. Permitting another person to use an E-scooter activated by you constitutes a material breach of this Agreement.
4. You will cease operation of the E-scooter if you are concerned about the operation of or a malfunction or damage to the E-scooter. You must contact Move immediately if you have difficulties operating the E-scooter. Said difficulties include but are not limited to the following:
 - a. uncertainty or questions about any function of the E-scooter;
 - b. damage to and/or malfunction of the E-scooter.
5. If you lack experience or skill in driving E-scooters, you must take the training we provide online or in person before your first ride. You will be solely and fully responsible for any losses or damages due to a lack of training. Move is not responsible for ensuring that you are trained to drive an E-scooter.
6. You must report to Move immediately when any of the following occurs: accident, damage to E-scooter, malfunction of E-scooter, personal injury, traffic violation, lost E-scooter, technical difficulty of Move App that affects the use of E-scooter, or any other situation that a reasonable user would consider as advisable or necessary.
7. Without prior written consent from Move, you shall not use Move's trademarks, name, logos, slogans, trade names, or any other identifiers in any way for any purpose.

PART II: OTHER SAFETY REQUIREMENTS

1. You must wear a correct, proper, and well-fitted helmet that meets requirements under the Nova Scotia *Motor Vehicle Act* as may be amended or consolidated from time to time, or any successor legislation thereto, including the *Traffic Safety Act*, and fasten it by the manufacturer's instructions. The helmet must also meet the specifications as listed in our Release Agreement. You must also wear suitable footwear (for example, you must not wear high heels or sandals).
2. Before each ride, and regularly and periodically, as circumstances require, you must conduct a routine safety inspection and checks of the E-scooter. Said inspection and checks include but are not limited to the following steps:
 - a. Proper direction and integrity of wheels;
 - b. Safe and working operation of all brakes and lights;
 - c. Sound condition of the frame;
 - d. Adequate battery power;
 - e. Any sign of damage, disrepair, unusual condition, mechanical issues, or maintenance requirement.You will not use an E-scooter showing any deficiency or safety concern and must report such an E-scooter to Move immediately.
3. You shall not use the E-scooter or the Services inappropriately or for any inappropriate usage. You are fully responsible for identifying and determining inappropriate

circumstances, taking into consideration all conditions, including but not limited to: weather, road conditions, mental capacity, physical fitness (such as pregnancy and heart condition etc.), surrounding environment (such as crowd etc.), visibility, traffic, etc. You acknowledge that Move makes no representation, warranty, covenant, or guarantee concerning the conditions of the surrounding environment during your use of the E-scooter.

4. You agree to adjust the speed of the E-scooter in accordance with your surroundings and within the laws of Nova Scotia. Move highly recommends that you always operate the E-scooter at speed under 20 km/hr for the safety of yourself and others around you. Move highly recommends you operate the E-scooter at approximately 5km/hr in crowded areas or areas with heavy traffic.
5. You will not carry heavy object(s) onto the E-scooter if that (or those) object(s) in any way impair(s) your ability to operate the E-scooter safely.
6. You will operate the E-scooter always using both hands with one hand on each handlebar during a ride. You must never operate the E-scooter using only one hand.

PART III: E-SCOOTER REQUIREMENTS

1. You agree to use the E-scooter only in specifically allowed areas and agree to always keep the E-scooter in the service areas. If you take the E-scooter outside of the service area, an alarm will sound, and the throttle will be disabled until you go back inside the service area.
2. E-scooters are provided to you on an "as-is" basis. You are responsible for only using E-scooter in a proper and safe condition.
3. Since the E-scooter is an electric E-scooter that operates on a chargeable battery, you acknowledge and agree to the following:
 - a. Move does not guarantee the level of battery power in an E-scooter. You are fully responsible for checking the level of battery power before beginning use of an E-scooter.
 - b. The battery power will decrease during your ride and may affect the E-scooter's operation. Move does not guarantee the rate of loss of battery power, and the rate may vary depending on many factors. Move does not guarantee the length of the ride that the E-scooter's remaining battery power can support. You are fully and solely responsible for constantly checking the battery power and planning your ride accordingly. You acknowledge and accept that the E-scooter battery may run out of battery power and may stop operating at any time during your use.
 - c. You shall cease use and park the E-scooter properly when the battery is out of power during a ride. It is Move's responsibility to charge the E-scooter, and you should not attempt to charge it.
4. You agree to always limit the weight on the E-scooter to 250 pounds.
5. You acknowledge that the E-scooter and any other equipment provided to you are the exclusive property of Move. You shall not undertake any activities outside of ordinary personal riding of the E-scooter. You shall not tamper with or alter the E-scooter or any

- equipment in any way, shape, or form. You shall not sell and/or distribute the E-scooter under any circumstance.
6. You agree to use the E-scooter gently and return the E-scooter in normal and suitable working condition. You are not responsible for ordinary wear and tear.
 7. You must not use the E-scooter for any commercial purpose or usage, such as delivery, advertising, for hire and reward etc.
 8. You must not use the E-scooter for racing, stunts performance, or in violation of any law, rules, policies or regulations.
 9. You will act with courtesy and respect toward others while using the Services.
 10. You agree to follow all laws about the use, riding, parking, charging, and/or operation of the E-scooter. You must use the E-scooter in compliance with all applicable laws, regulations, and rules. You are responsible to become familiar with the applicable laws, regulations, and rules of the jurisdiction in which you operate the E-scooter, including the *Nova Scotia Motor Vehicle Act*, as may be amended, or consolidated from time to time, or any successor legislation thereto, including the *Traffic Safety Act*. Local laws and regulations currently include, but are not limited to:
 - a. A helmet is legally required to ride an E-scooter;
 - b. The E-scooter should be used 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.
 11. You agree that Move may track your location and route while using the App to provide Services to you.
 12. The availability and scope of the Services may change with or without notice to you. Move reserves the right to limit its Services to a specific time period, geographic region, or population.

PART IV: PROHIBITED ACTS

You agree to the safe operation of the E-scooter and to strictly follow the terms as set out below:

- a. While using the E-scooter, do not use a cellular telephone, text-messaging device, music player, or any device that could distract you from safely operating the E-scooter.
- b. Do not use the E-scooter under the influence of drugs, alcohol, medication, and/or any substance that could impair your ability to use the E-scooter safely. You may be deemed to be operating a vehicle under the Motor Vehicle Act or Traffic Safety Act and be subject to provincial offence charges, imprisonment, and fines.
- c. Do not place any object on the E-scooter handlebar.
- d. Do not place any object, including but not limited to backpacks and bags, on the E-scooter that impedes your ability to operate the E-scooter safely.
- e. Only one person is allowed on the E-scooter at a time. No second person or pet is allowed.

- f. Do not use the E-scooter if you are a person with conditions inhibiting your sense of balance or decision-making.
- g. Do not park E-scooter in locations that are not permitted, including but not limited to public rights-of-way (sidewalks, driveways, bike lanes, access ramps, entrances, etc.), fire hydrants, and private properties etc.
- h. Do not chase people while using the E-scooter.

PART V: FEES AND COSTS

1. The rental fee is based on the number of minutes you ride. Fees may include a fixed start fee and a variable fee based on time with applicable taxes. Prices are subject to change at any time. You are responsible for checking the price on the App before each ride. Your riding time and amount owing are recorded in real-time in the App from the time you unlock the E-scooter by hitting "Start Trip." 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. You hereby authorize Move to charge the payable amount via your pre-authorized credit card, debit card, or any other agreed-upon payment method in your profile in the App.
2. Additional or extra fees or charges include but are not limited to:
 - a. If you hit 'End Trip' away from a designated parking location, you will be charged an additional pick-up fee;
 - b. Move deems an E-scooter which is not deactivated by clicking "End Trip" within 24 hours after activation (or 24 hours after clicking "Start Trip") to be stolen and is entitled to a charge of up to \$1,500.00 per E-scooter and to file a police report.
 - c. Aside from the municipal charges that may apply, Move may also charge you up to \$20.00 per E-scooter for not parking in the proper position or location.
 - d. E-scooter damages caused by improper use for a charge of up to \$1,500.00.
 - e. In case of E-scooter impoundment, Move is entitled to a charge of up to \$1,000.00 plus applicable fines.
 - f. Cost and/or administrative charges for any E-scooter violations.
 - g. Interest is to be accrued on the outstanding balance of your account at 24% per annum.
3. It is your responsibility to follow instructions in the App and terminate the riding session properly to avoid continued charges. You agree to all fees that accrue under this Rental Agreement.
4. You shall provide Move with all required payment information before the first ride, such as cardholder name, card number, expiration date, billing address etc.
5. Move will process an authorization hold with no charge to you to confirm the validity of payment information. You shall update Move concerning all changes to the payment method promptly.
6. If your payment information is invalid or expired, or if your account is cancelled, you hereby authorize Move to continue billing your account. You will be responsible for full payable amounts including any additional costs incurred during fee collection.

7. You are fully and solely responsible for any payable tickets, fees, fines, late payments, court costs, and/or penalties as a result of your use of the E-scooter. You hereby authorize Move to make any payment on your behalf in its sole discretion and charge you for the equivalent amount plus reasonable administrative fees.
8. If Move retains a third-party to collect or recover any outstanding balance from you, you agree to pay for collection costs, including but not limited to third-party service fees, legal fees, administrative fees etc.
9. Disputes of any charged amounts must be submitted to Move in writing before 10 calendar days from the date of the charge. Move will collect information from you and determine whether the charge will be reconciled. If you do not submit a dispute before 10 calendar days, you are deemed to have waived the dispute and accepted the charge to be final.

PART VI: NOT COMMON CARRIER

1. You acknowledge that Move is not a common carrier. Move's Services are only provided for recreational convenience. Other means of public and private transportation are available to the general public and you individually.

PART VII: YOUR MOVE ACCOUNT

1. You agree to the following respect to your Move account:
 - a. Before using our Services, you must create an account with Move online. You will provide all required information to Move, such as full legal name, date of birth, contact telephone number, email address, emergency contact and valid payment information etc. Move will use your information in accordance with the Privacy Policy.
 - b. You represent, warrant, and certify that all information you provide is accurate and complete at all times.
 - c. You shall keep your Move account log-in credentials confidential at all times and inform Move immediately of any unauthorized use of your account. Move is not responsible for any losses caused by unauthorized use of your account.
 - d. You agree not to let another person use your Move account or rent an E-scooter using your account. You are solely and fully responsible for all Services used in connection with your account, including but not limited to personal injury or death and damages to property caused by E-scooter rented under your account credentials.
 - e. Move reserves the right to release your information and user data upon request by a third-party, courts, or government authorities in relation to a dispute, litigation, mediation or arbitration concerning personal injury or other types of liability claims. Move may also release the user data for amalgamation, business asset sale,

business share transfer, service improvement, promotion, or marketing (see our Privacy Policy for details).

- f. The fact that Move collects user data under its Privacy Policy shall not be construed as Move assuming the onus of proof in any proceedings.
- g. Move may use its unfettered discretion in deciding to release data or other information to any user that is not available under the user's account profile. Subject to Move's said discretion, Move may certify any user data or other information when the following is satisfied:
 - i. Move can reasonably verify the accuracy of the data or other information as requested;
 - ii. The user provides Move with the required written authorization;
 - iii. The user pays the required certification fees.

PART VIII: USE OF INTERNET & DATA

1. You acknowledge that you will need a mobile device that is compatible with the App and with data to unlock an E-scooter. Move does not guarantee that the App will be compatible with your mobile device. Move may update or change its App and system from time to time.
2. Please consult your internet provider about whether you will be charged for network use or data transmission while using the Service. Move has no control over this charge.
3. Move's website or App may contain hyperlinks to third-party websites. You understand the hyperlinks are provided for your convenience only. You use the third-party websites at your own risk and take full responsibility for any losses or damages caused by such use.

PART IX: TERMINATION

1. Move may, in its sole discretion, unilaterally terminate the Services and close your Move account at any time with or without any notice to you.
2. You may terminate your use of our Services at any time by closing your account or ceasing to use the Services.
3. Upon termination, you acknowledge and agree that:
 - a. All terms, conditions, and provisions in the Agreements shall survive the termination of the Agreements.
 - b. Move reserves the right to charge you additional fees arising from the use of your Move account or your use of our Services, which fees and/or charges are discovered after the termination or closing of your account.

PART X: ARBITRATION

1. You and Move agree to use best efforts to settle any dispute, claim, question, or disagreement concerning the Agreements, and engage in good faith negotiations in an attempt to resolve the issue. Unless otherwise stated in this Agreement, if you and Move do not reach a full resolution within 60 calendar days, any and all outstanding issues must be resolved by binding and final arbitration following the Nova Scotia *Arbitration Act*.
2. You and Move further agree that any arbitration will be conducted only in the individual capacity and not as a class action or other representative action, and you and Move expressly waive their right to file a class action or seek relief on a class basis.
3. Move reserves the right to bring claims against you for causes, including but not limited to: default in payment, breach of this Agreement, unauthorized use/alteration/damage of E-scooter or equipment etc.

PART XI: GENERAL

1. This Rental Agreement, together with the Release Agreement and Privacy Policy and related schedules and/or appendices, if any, which are hereby incorporated by reference, constitutes the entire understanding and agreement between the parties concerning the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.
2. If any provision of this Agreement (or any portion thereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, you agree that the provision (or portion) will be enforced to the fullest extent possible consistent with the stated intention of the Agreement, or, if incapable of enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force.
3. The descriptive headings in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
4. All monetary values outlined in this Agreement shall be deemed to be denominated in Canadian dollars.
5. Move reserves the right to amend this Agreement at any time, in its sole discretion. We will notify you of material changes to this Agreement on your Move account. If you do not agree to the changes, please cease to use the Services.
6. Move may be contacted by email at info@movescooters.ca.
7. This Agreement may be assigned by Move to any subsidiary or any successor, including but not limited to an acquirer of a substantial part of its assets. Unless otherwise expressly stated herein, this Agreement may not be assigned or otherwise transferred (in whole or in part), by either party, without prior written consent of the other party of the Agreement.
8. This Agreement shall be deemed to be a contract under the laws of the Province of Nova Scotia and, for all purposes, shall be governed by and construed and enforced per the laws of the Province of Nova Scotia.

9. No waiver of any term, provision or condition of this Agreement, whether by conduct, implication, or otherwise, in any one or more instances, shall be deemed to be or be interpreted to be a further or continuing waiver of any such term, provision or condition or as a waiver of any other terms, provisions or conditions of this Agreement.
10. Each of the parties hereto agrees to take any and all actions reasonably necessary.

Please read the above agreements, terms and conditions carefully. If you agree to all of the above, click "I Agree."

MOVE SCOOTER RENTAL WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY, AND ASSUMPTION OF RISKS AGREEMENT (Referred to as the “Release Agreement”)

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

This Release Agreement is a legally binding agreement between you and Thur Inc. dba Move Scooter Rental, its predecessors, successors, affiliates and subsidiaries ("Move") and concerns your release of liability, waiver of claims, promise to indemnify, and assumption of risks with respect to your use of any products and services of Move, including but not limited to: (1) official website of Move, being: www.movescooters.ca; (2) the mobile application of Move, known as Move Scooter Rental (the "App"); and (3) our electric scooters ("E-scooters"), as well as any materials, equipment, products and services that concern the rental or use of E-scooters ((1) through (3) collectively referred to as the "Services").

By clicking “agree” you are agreeing to the following:

- 1) You, on behalf of yourself, family, heirs, agents, affiliates, personal representatives, successors, guardians and assigns **FULLY AND IRREVOCABLY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST AND AGREE TO HOLD HARMLESS AND IDEMNIFY** Thur Inc., dba Move Scooter Rental (Move), Develop Nova Scotia, Halifax Regional Municipality, 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 “Releasees”) from any and all injuries, losses including loss

of life and property loss, demands, damages, costs, loss of services, expenses, compensation, claims, suits, causes of action, obligations, rights, and liabilities of any nature, type, or description, whether known or unknown, contingent or vested, in law or in equity, whether based on direct or vicarious liability, regardless of legal theory,

INCLUDING ANY THIRD PARTY CLAIMS, REASONABLE LEGAL FEES, AND ANY AND ALL NEGLIGENCE CLAIMS OR CAUSES OF ACTION, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES

(collectively the "Released Claims"), which may arise due to any cause whatsoever, occurring during or as a result of, your use of the E-scooter or Services, even to the extent the Releasees have been advised of the possibility of such Released Claims. You understand and agree that this Release Agreement is binding on your heirs, assigns, and legal representatives.

- 2) You, the customer, shall learn and practice how to ride the E-scooter properly and safely. You assume all the risks and losses in connection with the E-scooter and Services, especially for – but not limited to – those related to and/or arising out of violation of the instructions about warnings and caution statements contained in the Rental Agreement and the Release Agreement. Such risks include but are not limited to loss of control, failure/malfunction of the product, and/or collision. Such risk may increase if you have physical and/or mental impairment or disability or are 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 E-scooter or Services. Move and the Releasees shall not be liable for any claim, liability, and loss related to such consequences if it is due to your assumption of risk.
- 3) You acknowledge that the use of Move's E-scooters, and any related Services, is an inherently dangerous recreational activity. You understand and accept the inherent risks, dangers, and hazards of using an E-scooter and the Services, and fully assume all risks and responsibilities concerning, but not limited to:
 - a. impact or collision with pedestrians, vehicles, other riders, and/or fixed or moving objects;
 - b. inaccuracies of map data in the App;
 - c. malfunction of the E-scooter or App;
 - d. other vehicles, other riders, and/or fixed or moving objects;
 - e. traffic conditions, weather conditions, hills, curbs, exposed stones, earth, ice, trees, and other manmade or natural objects or hazards such as exposed holes;
 - f. the failure to operate the E-scooter safely;
 - g. any negligence, including gross negligence and criminal negligence of the Releasees (as defined below), including any failure of the Releasees to take reasonable steps to safeguard or protect you from the risks, dangers, and hazards of using an E-scooter and the App;
 - h. failure to act safely or within one's own ability;
 - i. negligence of other persons; and
 - j. the possibility of physical and/or mental trauma (or injury) including the possibility of permanent injury or death.

- 4) You understand that the operation of an E-scooter requires physical and mental abilities, and you represent, warrant and agree that you are in sound medical condition, that you are capable of operating the E-scooter, and you are voluntarily participating in this E-scooter experience with the knowledge of the dangers involved and you agree to accept any and all risks of loss, injury or death.
- 5) You acknowledge that you have been provided with a tutorial and information about how and where to ride, and you agree to follow all applicable regulations. You have also read and agreed to the Rental Agreement. You understand that you are solely responsible for your personal safety. As such, you agree to follow all rules and guidelines provided by Move, including, but not limited to, those pertaining to safety and to the use of the E-scooter. You 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 you also acknowledge that a helmet will not eliminate the risk of bodily injury in the event of an accident. You 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. You will refrain from harmful conduct of any kind which may damage the E-scooter or affect the safety of others or yourself.
- 6) As an E-scooter rider, you are responsible for the way you ride and the condition of the E-scooter. You take responsibility for any damage that might occur to the E-scooter or third-party property as a result of your actions during the rental and agree to reimburse Thur Inc. for lost revenue and repair or replacement costs for any damage to, or theft of the E-scooter in your possession.
- 7) You understand this Release Agreement applies on a go-forward basis to all contractual relations between yourself and Move Scooter Rental, in perpetuity, with respect to the Services, until the Release Agreement is amended or as agreed in the future by the parties.
- 8) In the event that any provision of this Release Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, you agree that the provision (or portion) will be enforced to the extent possible consistent with the stated intention of the Agreement, or, if incapable of enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force.
- 9) **YOU ACKNOWLEDGE THAT YOU ENTER INTO THIS RELEASE AGREEMENT FREELY, KNOWINGLY, AND VOLUNTARILY AND THAT YOU INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES.** You have carefully read this Release Agreement and fully understand its contents. **You are aware that this is a RELEASE AND WAIVER OF LIABILITY, and a contract between you and Move, and you accept it of your own free will, in exchange for allowing me to rent and operate an E-scooter.** You are not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the activities other than as set out in this Release Agreement.

Please read these agreements, terms and conditions set out above carefully. If you agree to all of the above, click "I Agree."