

# Liability Policy

February 1st, 2023

**In order to use a Zygg ebike you must agree to this Liability Policy concerning theft/damage by submitting the form at the end.**

Please read this document carefully. It outlines your responsibilities, liabilities and protocols to ensure the safety of your Zygg E-bike. This forms part of your agreement with Zygg E-bikes as of February 1st, 2023.

## **As a Zygg rider, you must:**

1. Always lock the e-bike securely to an immovable object (bike rack, lamp post etc.), using all of the lock(s) provided by Zygg. (E-bikes equipped with a frame lock that goes through the rear wheel must always be used in conjunction with a chain lock, never only one of them).
2. Park and lock the e-bike overnight in a secure, dry, indoor location.
3. Never leave the e-bike overnight on the street, front porch or backyard or other unsecured area. You must have secure, indoor overnight parking,
4. Remove the battery when leaving the e-bike locked (\*our model M is the only exception, as it does not have a lockable battery and is not designed for quick removal.)
5. Reporting to Zygg within 24 hours if your ebike was stolen, if any of the keys for your e bike's lock or battery have been lost or stolen, or

if you have been in an accident or crash.

6. TREAT THE E-BIKE AS IF IT WERE YOUR OWN. Excessive wear-and-tear, damage, scratches, crash or accident damage, bent wheels or other damaged components, lost components, etc.. are all indicators of usage that is not “normal” and will result in fees and/or nes as per the Fees and Charges List (/fees-and-charges).

## Every time you lock the ebike,

1. YOU MUST take a clear photo which shows that the ebike is securely locked (as above). Every time.
2. If the bike is stolen, you will be required to provide this photo as proof the ebike was locked securely.
3. If you are unable to provide this photo, which shows the ebike securely locked at the location and time immediately prior to the theft, you will be required to take responsibility for the FULL PRICE OF THE EBIKE (and battery, if also missing).



## If your e-bike is stolen, within 24 hours you must: alert Zygg (via call or text)

- Take [photos of the scene and retrieve any lock parts \(i.e. if something has been cut\)](#) and send all photos to: [support@ridezygg.com](mailto:support@ridezygg.com)
- Fill in a theft report at [www.ridezygg.com/theftreport](http://www.ridezygg.com/theftreport)
- Provide Zygg with a photo showing the ebike securely locked immediately before the theft
- **Report the ebike stolen to the police or other local authority designated to handle bike thefts, AND provide Zygg with any**

**related Theft Report number or similar.**

- **Failure to do any of the above within 24 hours may result, at Zygg's sole discretion, in the full value of the ebike and/or battery(s) being charged to you on any of the cards on file in our system, plus any fees related to recovery.**

## **Costs**

Replacement Costs for an e-bike that is stolen (Lost or Stolen Batteries are additional fee)

**COST WITH PHOTO OF E-BIKE LOCKED SECURELY IMMEDIATELY BEFORE ISSUE + ALL KEYS RETURNED.**

- \$500 Standard Theft Protection (including HST) for bike

Additional Costs (please see Fees & Charges on website for full list)

- \$250 for battery
- \$350 for charger
- \$75 per key

I, \_\_\_\_\_ [Full Name] understand that I have read and understood the above liability for theft of a Zygg E-bike.

# Zygg SUBSCRIPTION AGREEMENT

January 1, 2023

The Subscription Agreement: This Subscription Agreement (the “**Subscription Contract**”) any additional agreement signed by you, any documents or agreements (or links to on-line documents or agreements) sent to you electronically in connection with your subscription), our Privacy Policy, our website Terms and Conditions of Use and your receipt with computed subscription charges together constitute the “**Zygg Subscription Agreement**” between yourself and Zygg Mobility Inc. (“**Zygg**”).

Your Subscription: You rent from Zygg an electric bicycle, which rental is solely a transfer of possession and not of ownership. Unless we determine, in our sole and absolute discretion, to replace the electric bicycle offered to you, you will use the same electric bicycle throughout the duration of your subscription. You hereby acknowledge and agree that any such electric bicycle will remain at all times our property. You agree to the terms in the Zygg Subscription Agreement provided any such term is not prohibited by the laws of the Province of Ontario. “You” and “your” refer to the person who signs this Subscription Contract, “we”, “our” and “us” refer to Zygg. You also agree that you are not our agent for any purpose; and that you cannot assign delegate or transfer your obligations under the Zygg Subscription Agreement and any discrete part thereof.

Changes: Any change in the Zygg Subscription Agreement or our rights must be in writing and signed by an authorized Zygg representative. You further agree that we have the unilateral right to change the terms of the Zygg Subscription Agreement from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on ridezygg.com and our mobile applications (collectively, the “**Platform**”), which date will be indicated therein, without any requirement by you to sign the changed Zygg Subscription Agreement. Changes to the Zygg Subscription Agreement will be posted as they occur on the Platform and will govern all subscriptions commencing after posting even if the terms provided at the time of your subscription differ from the terms outlined in the changed Zygg Subscription Agreement.

Meaning of Electric Bicycle: The word “electric bicycle” in the Zygg Subscription Agreement means the electric bicycle rented to you or its replacement and includes tires, tools, keys, key fobs, lock(s), charger, equipment, included and optional accessories, documents, and any other products or property provided by Zygg with the electric bicycle and/or separately rented to you by Zygg unless otherwise explicitly specified in the Zygg Subscription Agreement.

Who May Ride the Electric Bicycle: You represent to Zygg that you are a capable bicycle operator and will remain a capable bicycle operator throughout the term of your subscription. You agree that we have the right to verify that your government issued identification has been validly issued and is in good standing (not suspended, revoked or otherwise restricted in any way) as a condition precedent to your subscription and that we may in our sole discretion refuse to rent an electric bicycle to you if your government issued identification is not validly issued or not in good standing. We reserve the right to deny subscriptions based upon: (a) authenticity of your government issued identification or other credentials; (b) the inability to verify your identity or payment methods; or (c) any other information received from any other source in the business of validating an identity that we believe to be reliable. We reserve the right to validate your credentials and that your government issued identification is in good standing periodically without notice to you except as required by law. Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you subscribe with us under your employer’s corporate account agreement, your employer or a regular fellow employee incidental to business duties may operate the electric bicycle (each a “**Permitted Rider**”), but only with your prior permission. Any Permitted Rider must be at least 18 years old and must also be a capable electric bicycle operator at all times during which such person is operating the electric bicycle. Any person other than you or a Permitted Rider that operates the electric bicycle must sign an additional rider form at the time of the subscription. We may charge for each additional rider authorized to operate the electric bicycle, which will be specified in the Subscription Contract. You acknowledge that you will remain financially responsible under the Zygg Subscription Agreement at all times even if the electric bicycle is operated by a Permitted Rider or someone other than yourself.

WE STRONGLY RECOMMEND THAT YOU WEAR A SAFETY CERTIFIED BICYCLE HELMET THAT HAS BEEN PROPERLY SIZED, FITTED, AND FASTENED, ACCORDING TO THE MANUFACTURER’S INSTRUCTIONS. YOU HEREBY AGREE THAT, WHEN RIDING AN ELECTRIC BICYCLE, YOU MIGHT NEED TO TAKE ADDITIONAL SAFETY MEASURES AND PRECAUTIONS THAT ARE NOT SPECIFICALLY ADDRESSED IN THE

ZYGG SUBSCRIPTION AGREEMENT. You hereby represent, warrant and agree that you: (a) are a safe and competent bicycle operator; (b) are sufficiently fit and physically capable to safely ride a bicycle without any risk to your health; (c) are knowledgeable about the operation of a bicycle; and (d) are knowledgeable about the laws pertaining to bicycles, electric bicycles and all other relevant traffic and motor vehicle laws operated within the city in which you ride the electric bicycle. LIKE ANY PHYSICAL ACTIVITY, RIDING AN ELECTRIC BICYCLE MAY CAUSE MINOR OR MAJOR INJURIES OR DISCOMFORT AND MAY WORSEN OR COMPLICATE UNDERLYING MEDICAL CONDITIONS OR DISEASES. BY CHOOSING TO RIDE AN ELECTRIC BICYCLE, YOU ASSUME ALL RESPONSIBILITIES AND RISKS FOR ALL SUCH INJURIES OR OTHER MEDICAL CONDITIONS.

Return of the Electric Bicycle: You agree to return the electric bicycle to us in the same condition you received it, ordinary wear and tear excepted, on the date and at the time scheduled for pick-up in the Subscription Contract. You must return it sooner on our demand. If you do not return the electric bicycle to us as and when required under the Subscription Contract, you may be subject to criminal penalties. If you return it earlier or later, a different or higher subscription rate may apply and, if returned later, you may also be charged a late return fee. If you wish to extend any subscription you must contact us by one of the methods outlined on the Platform. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If we do grant an extension, a different or higher rate may be applied to the extension period and a service fee may also apply.

Subscription Charges:

- a. You may find a list of our [Fees and Charges](#) on the Platform.
- b. You will pay for the period of time you rent the electric bicycle at the rate indicated in the Subscription Contract. You will be responsible to pay the rate per week or month, for the minimum duration, as described in the Subscription Contract. If you fail to comply with any conditions for specified in the Subscription Contract, additional fees, charges or alternate rates will be charged, as outlined in the [Fees and Charges](#). You'll also be responsible to pay all charges that apply to the subscription for miscellaneous services and/or concession recovery fees, other fees and surcharges.
- c. You'll also pay all applicable taxes as well as any additional charges provided in the Zygg Subscription Agreement which are over and above the base subscription rate. These may be surcharges and/or recovery fees to recover certain costs.

- d. If the key(s) or key fob(s) are not returned with the electric bicycle, you will be charged additional fees.
- e. Upon your execution of the Subscription Contract, we reserve the right to ask you for a deposit and upon the termination or expiration of your subscription, we will refund such deposit to you, less the cost of any repair or maintenance required to be performed on your rented electric bicycle. Any deposit collected by us shall not be kept in an interest-bearing account and no interest shall be paid or be payable to you upon our refund of your deposit.
- f. You and any third party to whom any subscription charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so on behalf of the third party.
- g. Zygg makes every effort to ensure that all prices and descriptions quoted on the Platform or elsewhere are correct and accurate. However, in the case of a manifest error or omission, Zygg reserves the right to rescind the Zygg Subscription Agreement, even if we have already accepted your subscription and/or received your payment. Our liability in that event will be limited to the return of any money that you have paid with respect to the subscription. In the case of a manifest error in which we permit you to keep your subscription, we reserve the right to require that you pay the difference between the quoted price and the correct price, as confirmed in writing by Zygg after the manifest error has been discovered. A “manifest error”, as the term is used in this paragraph, means, in relation to an incorrect price, a price quoted in error by Zygg which is more than fifteen per cent (15%) less than the price that would have been quoted had the mistake not been made.
- h. By entering into this Subscription Contract, you confirm that you agree to the following:
  - (i) a credit check to confirm you’re eligible for a subscription and determine your access to funds; and
  - (ii) if required, a separate credit check to verify your identity.

Card Reserve: You acknowledge that you have been informed that if you use a charge card (including any digital wallet or mobile payment application linked to your charge card account), your credit, up to an amount of the estimated total charges due under the Zygg Subscription Agreement, as indicated in the Subscription Contract, based on your representations about this subscription, may be set aside or reserved by the card issuer of the card, which you present for payment of your subscription charges; or, if you use a debit card, funds in the account to which that card is linked may be set aside for the amount of the estimated total charges due under the Zygg Subscription Agreement, based on your representations about your subscription. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the subscription. You understand that we will

authorize the release of any excess reserve or set aside upon the completion of your subscription (our pick-up of the electric bicycle and our determination of whether any additional fees or charges apply), and that your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

Repossessing the Electric Bicycle: We can repossess the electric bicycle at any time in our sole discretion for reasons that include, but are not limited to, the fact that the electric bicycle is found illegally parked, being used to violate the law or the terms of the Zygg Subscription Agreement, or appears to be abandoned. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the electric bicycle, including tracking the location of the electric bicycle through GPS tracking devices and utilizing for our benefit any other devices connected to the electric bicycle or affecting the electric bicycle's operation. If the electric bicycle is repossessed, you agree to pay or reimburse us for the actual and costs incurred by us to repossess the electric bicycle. You agree that such costs will be charged to the credit or debit card or account you used for your subscription.

Damage to/Loss of the Electric Bicycle:

(a) For the duration of your subscription, we will carry out maintenance and repairs on your rented electric bicycle only insofar as such work is required as a result of Normal Wear and Tear through normal use. It shall be your sole responsibility to notify us of any requirements for maintenance and repair and we will arrange for such maintenance and repair. Any repair or maintenance that is performed by us on your rented electric bicycle as a result of issues arising not out of normal wear and tear shall be at your sole cost and expense. You hereby acknowledge and agree that you shall not attempt to repair or maintain your rented electric bicycle on your own or by any using the services of any other individual or entity other than us.

(i) We may, based on your Subscription Contract, provide pick-up and/or delivery for maintenance, repairs and/or a replacement electric bicycle. Such service and timing will be at the sole discretion of Zygg staff, based on your Subscription Contract, our our best efforts and ability to fulfill such service.

(b) DAMAGE: You are always responsible for any and all damage to the electric bike that is not considered Normal Wear and Tear, such as vandalism, theft of components, crashes including but not limited to those involving other vehicles, negligence, and failure to report visible damage (such as flat tires, break wear or other issues that can cause lager damage to



the electric bike). Such cost will be subject to any recovery expenses, repair time and parts required, as per our [Fees and Charge](#) and/or Shop Price List at the time.

(i) You authorize us to charge any of the payment methods on file for any / all of these charges. (c) THEFT/LOSS: Every time you lock you electric bicycle, YOU MUST take a photo of the electric bicycle locked securely with all locks provided to an immovable object. If the electric bicycle is lost, stolen or damaged for any reason whatsoever then:

- I. you are ALWAYS responsible and you will pay us for all loss of, or damage to, the electric bicycle's battery regardless of cause, or who, or what caused it up to a maximum as per the [Fees and Charges](#); This responsibility for any and all batteries rented to you is in addition to the liability for the electric bicycle described below in section (ii), (iii), (iv) and (v).
- II. If the electric bicycle AND the electric bicycle key(s) are lost or stolen, then you are responsible and you will pay us for all loss of the electric bicycle and key(s) up to a maximum of five hundred for the ebike and two hundred and fifty for the battery (\$500 and \$250).
  - I. If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the electric bicycle plus diminished value or the fair market retail value of the electric bicycle (less salvage value plus costs incurred in the salvage-sale), and all loss of use of the electric bicycle and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party.
  - II. You understand that you are not authorized to repair or have the electric bicycle repaired without our express prior written consent. If you repair or have the electric bicycle repaired without our consent, you will pay the estimated cost to restore the electric bicycle to the condition it was in prior to your subscription. If we authorize you to have the electric bicycle repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt.
  - III. You shall: (i) always keep the electric bicycle locked, using as a minimum (depending on type) the lock(s) supplied with the electric bicycle; ii) regularly check tire pressure and, where necessary, inflate the tires and regularly check the sturdiness of moving parts; (iii) ensure that the electric bicycle is at all times safe in traffic and used safely; (iv) arrange for repair by us of any damage to the

electric bicycle; (v) report to us any defects in the electric bicycle and errors immediately by contacting us by one of the methods outlined on the Platform; and (vi) abide by the terms of the Zygg Subscription Agreement.

- IV. You shall have a secure, indoor location to lock the electric bicycle overnight. If you do not, you shall get advanced authorization from Zygg for the location that you would like to park the electric bicycle overnight. Never park the electric bicycle overnight on the street, or in an insecure location that is visible from the street as this will void any kind of Theft Protection.

Prohibited Use of the Electric Bicycle: Certain uses of the electric bicycle and other actions you or a rider may take, or fail to take, will violate the Zygg Subscription Agreement. A VIOLATION OF THIS PARAGRAPH, WILL AUTOMATICALLY TERMINATE YOUR SUBSCRIPTION. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT WE MAY INCUR. It is a violation of this paragraph if any of the following occurs:

- a. You use or permit the electric bicycle to be used: (i) by anyone other than a Permitted Rider without our written consent; (ii) to carry passengers or property for hire; (iii) to tow or push anything; (iv) to be operated in a test, race or contest or on unpaved roads; (v) while the rider is under the influence of alcohol, any controlled substance, including without limitation, any federally controlled substance outlined in the *Controlled Drugs and Substances Act* (a "**Controlled Substance**"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; (vi) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; or (vii) recklessly or while overloaded.
- b. You or an additional rider, whether authorized or not: (i) fail to promptly report to Zygg any damage to, or loss of, the electric bicycle when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; (ii) where required by law, failed to report an accident to law enforcement; (iii) obtained the electric bicycle through fraud or misrepresentation; (iv) leave the electric bicycle and fail to remove the keys and the electric bicycle is stolen or vandalized; (v) intentionally or with willful disregard cause or allow damage to the electric bicycle; (vi) make alterations to the electric bicycle that cannot be reversed

without causing damage to the electric bicycle; (vii) use the electric bicycle for commercial purposes (such as leasing/sub-leasing, or for use in providing courier or delivery services); (viii) exceed the maximum load of the electric bicycle specified by the manufacturer; (ix) manipulate, decompile, reverse engineer, or disassemble in any way the electronics, hardware and/or software of the electric bicycle; (x) park the electric bicycle in any place where this is prohibited; (xii) grant a security interest in the electric bicycle; (xiii) make copies of the key(s) supplied with the electric bicycle; or (xiv) operate the electric bicycle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages.

Fines, Expenses, Costs and Administrative Fees: If you violate the terms of the Subscription Agreement, we may be forced to incur charges as a result of your breach. You agree to pay us or to reimburse us for any and all such fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred by us as a result of your breach of the Subscription Agreement. You agree we may, in our sole discretion, pay all tickets, citations, fines, penalties and interest on your behalf as a result of your subscription directly to the appropriate authority and you will reimburse us for what we paid to the appropriate authority or their designated agents and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required. In the event we use a third party collection service or agent to resolve any disputes, tickets, citations, fines, penalties, and interest, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil or criminal penalty. You agree to indemnify and hold us and any other agent we authorize harmless for any such disputes, tickets, citations, fines, penalties, interest and administrative fees.

Indemnification, Limitation of Liability and Waiver: You understand that unless required by applicable law, we will not provide insurance coverage of any kind whatsoever. You shall defend, indemnify, and hold us, our parent and affiliated companies, and their respective directors, officers, shareholders, employees, agents, service providers, representatives, contractors, licensors, suppliers, successors and assigns harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses

incurred by us in any manner arising from the Zygg Subscription Agreement or from the use of the electric bicycle by you or any person, including claims of, or liabilities to, third parties. You may present a claim to your insurance carrier for such events or losses; but in any event, you shall have final responsibility to us for all such events or losses. YOU WAIVE ANY CLAIM AGAINST US FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH YOUR SUBSCRIPTION. WE DO NOT REPRESENT OR WARRANT THE QUALITY OR SAFETY CHARACTERISTICS OF ANY ELECTRIC BICYCLE AND/OR ANY HELMET, AND YOU AGREE THAT WE ARE NOT LIABLE FOR ANY INJURY SUFFERED BY ANY PERSON WHILE RIDING AN ELECTRIC BICYCLE, WHETHER OR NOT SUCH PERSON IS WEARING A HELMET AT THE TIME OF INJURY. YOU ASSUME ALL RISK OF NOT WEARING A HELMET OR OTHER PROTECTIVE CLOTHING AND GEAR.

Property in the Electric Bicycle: We are not responsible for loss of, theft, or damage to any property in or on the electric bicycle, in any service vehicle, such as a transit van or bus, on our premises, or received or handled by us, regardless of who is at fault. You'll be responsible to us for claims by others for loss or damage caused by your property.

Collections: If you do not pay all amounts due to us under the Zygg Subscription Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the electric bicycle including, without limitation, payment for loss of or damage to the electric bicycle, subscription charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, then: (a) you agree to pay a late charge of two percent (2%) per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "**Charges**"); (b) you agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "**Costs**"). If the law permits, you authorize us and our collection agent(s), to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this paragraph and may use the address provided by you via the Platform, or in any customer profile, as the place to send any demands or collection notices; and (c) in the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any

amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

Additional Services and Products: From time to time we may offer additional services and/or products with associated terms and conditions or terms of use. If you purchase and/or use these services or products you agree to be bound by such associated terms and conditions or terms of use, which are incorporated herein by reference.

Use of GPS Tracking Devices: We may use GPS tracking devices to track or locate electric bicycles which may be unavailable for their scheduled pick-up, reported stolen, suspected of being lost, stolen, or abandoned or as may be required or requested by law enforcement, when we have a good faith belief that there is an emergency that poses a threat to your safety or the safety of another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services. You should have no expectation of privacy or confidentiality as to the places where the electric bicycle is operated while rented to you.

Other Important Provisions: We may transfer our rights and obligations under the Zygg Subscription Agreement to another party, but this will not affect your rights or obligations. You may only transfer your rights or obligations under the Zygg Subscription Agreement to another person if we agree in writing. If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you. Each of the provisions of the Zygg Subscription Agreement operate separately. If any court of competent jurisdiction decides that any discrete provision of them is unlawful or unenforceable, the remaining provisions will remain in full force and effect. The Zygg Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. You hereby irrevocably submit to the exclusive jurisdiction and venue of the courts located in the Province of Ontario in any legal suit, action or proceeding arising out of or based upon the Zygg Subscription Agreement.

Cooperation: You agree to cooperate and coordinate with Zygg generally and to take any actions Zygg requests in connection with: (a) the Zygg Subscription Agreement; (b) your use

and return of the electric bicycle; and (c) any disputes, actions, proceedings, suits, and investigations related to this Zygg Subscription Agreement or your use of the electric bicycle, including without limitation, execution and delivery of any documents Zygg requests, giving testimony under oath, and taking any other actions Zygg requests related to the Zygg Subscription Agreement or your electric bicycle rental.

# I AGREE TO THE ABOVE CONTRACT: RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

## PLEASE READ THIS DOCUMENT CAREFULLY

I, \_\_\_\_\_,  
[Print Name]

\_\_\_\_\_  
[Apt. and Street]                      [City]                      [Province/State]                      [Postal/Code]                      [Birth Date: dd/mm/yy]

\_\_\_\_\_  
Email      Phone Number

acknowledge and agree that in consideration of being permitted to participate in E-BIKING organized, staged and/or operated by ZYGG MOBILITY INC. (hereinafter referred to as "ZYGG"):

**I DO HEREBY RELEASE ZYGG** and its directors, officers, employees, sponsors, independent contractors and agents from all liability, and **DO HEREBY WAIVE** as against **ZYGG** and its directors, officers, employees, sponsors, independent contractors and agents all recourses, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in **E-BIKING** notwithstanding that such injuries or losses may have been caused solely or partly by the negligence or breach of duty of **ZYGG**, or any of their directors, officers, employees, sponsors, independent contractors or agents.

**I HEREBY ACKNOWLEDGE AND AGREE THAT:**

**E-BIKING** may be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of **E-BIKING** itself, others which result from human error and negligence on the part of the persons involved in organizing, staging and/or operating the **E-BIKING**; as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss; some of the aforesaid risks and hazards are foreseeable, but others are not;

I nevertheless **freely and voluntarily assume all the afore said risks and hazards**, and that, accordingly, my preparation for, and participation in **E-BIKING** **shall be entirely at my own risk**;

I understand that neither **ZYGG** nor any of its directors, officers, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in **E-BIKING**

I have carefully read this **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** (the "Agreement"), that I fully understand same, and that I am freely and voluntarily executing same;

I clearly understand that by signing this Agreement I will be **FOREVER PREVENTED FROM SUING OR OTHERWISE CLAIMING** against **ZYGG**, its directors, officers, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for **E-BIKING** whether or not such loss or injury is caused solely or partly by the negligence of **ZYGG** or any of its directors, officers, employees, sponsors, independent contractors and/or agents;

I have been given the opportunity and have been encouraged to seek legal advice prior to signing this Agreement;

I clearly understand that **ZYGG** would not permit me to participate in **E-BIKING** unless I signed this

**RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT, that this RELEASE and WAIVER of LIABILITY AND ASSUMPTION of**

**RISK AGREEMENT** applies to **E-BIKING** whether occurring in the near or distant future, and that the terms of this Agreement have been explained to me by **ZYGG** or one or more of their representatives;

This **RELEASE and WAIVER of LIABILITY AND ASSUMPTION of RISK AGREEMENT** is binding on myself, my heirs, my executors, administrators, personal representatives and assigns; this Agreement may be in addition to another agreement I must sign as a condition of participation in **E-BIKING** and that I am bound by the terms and conditions of both agreements; and I agree that I am physically capable of participating in **E-BIKING**, and that I have no pre-existing conditions that would hinder my ability to participate in **E-BIKING**.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This Agreement must be completed in full, initialed, dated, signed and witnessed prior to participating in **E-BIKING**.