

Bike Me Up Rental Agreement

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Part A: Introductory Agreement Terms

This is a legally binding agreement between Bike Me Up Pty Ltd (ACN 642 600 235) of 28/111-133 Goderich Street, East Perth WA 6004 (“Bike Me Up”, “we”, “us”, “our”) and the person renting an electric bicycle from us, as named in the Agreement Profile filled in at the time of rental (referred to as “renter”, “you”, and “your”).

You and Bike Me Up are collectively referred to as “the parties”.

1. Agreement Terms

When you enter a rental agreement with us, the Parties accept all terms and conditions set out in this Agreement.

In addition, you acknowledge that:

- You have read and understood the Bike Me Up Rental Agreement and Bike Me Up’s Safety, Security and Maintenance Guide

2. Fees

The Renter hereby agrees to pay Bike Me Up the fees associated with the agreed Rental Weekly Fee and any additional Add-On service purchased.

3. Rental Fees and Payment Terms

Rental fees must be paid before you take possession of the Bike.

The Rental Fee amount will be described in the Agreement Summary and will be charged weekly.

Rental fees are payable weekly in advance, and you authorise Bike Me Up to charge your nominated debit or credit card the amount of the weekly Rental Fee as and when they fall due.

Rental fees will always be charged in a full week period. Occasional exceptions will need written notice and be agreed by both Parties.

4. Bike Me Up’ Bike

The bike you have agreed to rent from us at the time of your Rental.

(“Bike”)

5. Security Deposit or Bond

Amount: \$120.00

The Bond must be payable by you when taking possession of the Bike and will be retained by us as security for the Bike and, if applicable, other accessories listed in the Agreement Summary.

The bond payment should be made by the Renter using bank transfer, or otherwise requested by us.

In the event of loss or damage to the Bike, or the accessories, Bike Me Up will utilise the Bond (or part thereof) to cover the cost of necessary repairs or replacement. Refer to Appendix A of this agreement for the current price of items.

In the event of outstanding rental or repair fees, we will apply the Bond (or part thereof) to cover to the satisfaction of the same.

When returning the Bike and in the absence of damage, loss or outstanding fees, the Bond will be refunded in full to the Renter within 10 business days.

6. Rental Period

The Rental Period is valid for the minimum period stated in the Agreement Summary and is automatically renewed on a weekly basis if the Renter chooses to extend the period of the rental.

7. Bike Return

If the Bike is returned to Bike Me Up with all the obligations under this agreement fulfilled, both parties agree that this agreement came to an end (“End Date”), and will consider this agreement terminated.

The Bike can be returned at any moment after the Minimum Rental Period, allowing at least 1 business day of notice to Bike Me Up

If the Bike is to be returned to Bike Me Up before the Minimum Rental Period, the difference between the amount paid in the Rental Fee and the minimum agreement value written in your Agreement Summary will be applied.

Rental Fee is always charged weekly and no pro-rata will be applied if the Bike is returned earlier. (Example: You rent our Bike and take possession in a Wednesday. This means that your Rental Fee will be charged every Wednesday. Assuming the Minimal Rental Period is over and you want to return the Bike, you have until the following Tuesday to return the Bike without any additional charges. If you return the Bike on Wednesday, another Weekly Rental Fee will be applied.)

On the Bike return, you must:

- Return the bike at the location of Bike pick-up
- In the same condition as it was at the commencement of the Rental Period. Fair tear and wear are expected.

The Bike will be deemed returned to the possession of Bike Me Up when Bike Me Up or their authorised representative signs for the Bike.

Part B: Additional Agreement Terms

1. Termination of Agreement

This agreement will terminate automatically upon bike deemed returned by Bike Me Up.

If the Rental Fee, or another applicable fee, remains outstanding for more than seven (7) business days payment, Bike Me Up may terminate this agreement immediately by giving written notice to you in writing. If we terminate the agreement due to non-payment, you must return the bike to us in accordance with the written orientations

2. Late, Missed or Overdue Payments

If a payment is not made for any reason (for example, if there are insufficient funds available in the nominated account), we will charge an additional administration fee of \$5 for each attempt to collect the payment, which can occur more than one time per day.

If applicable, we may also refer the matter to a debt collector or solicitor for collection of fees outstanding and repossession of the Bike. In this case, you will liable to pay all fees, costs or charges (including commissions) associated with the collection and repossession of the Bike on a full indemnity base.

3. Authorised Use

We authorise you to use the Bike during the validity of this agreement for reasonable business and personal use, subject to the that such use must be predominantly for business purposes and must not involve the operation of the Bike outside of reasonable and safe parameters.

Authorised business use includes commercial delivery services, such as food or documents delivery, in accordance with local rules and registration.

Authorised personal use includes the operation of the Bike on roads in accordance with local road rules and legislation.

Unauthorised Use includes, (but not limited to) any business or personal use involving:

- The operation of the Bike by any person other than you; and
- The carriage of any person in addition to you; and
- The towing of another person, vehicle or object; and
- The operation, use or involvement in any way of the Bike in violation of any laws or for any illegal purpose; and
- Any race or competition.

4. Bike Me Up Warranty

Bike Me up represents that, to the best of its knowledge and belief, the Bike us supplied to you at the commencement of the Term:

- a) In sound and safe condition, suitable for Authorised Use; and

- b) Free of any known faults or defects that would affect its safe operation under normal use; and
- c) In accordance with the manufacturer's standards.

Apart from this and any other warranty or guarantee set out in this agreement, or which you are entitled to by law, Bike Me Up excludes all other warranties or guarantees.

5. Australian Consumer Law

Our products and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this agreement impacts your rights under the Australian Consumer Law, including your right to a remedy if we fail to meet a consumer guarantee.

6. Limitation of Liability

Where our products and/or services fall within the scope of the Australian Consumer Law, we limit our liability to you to the fullest extent permissible under section 64A of the Australian Consumer Law to (at our option) supplying the goods or services again or the cost of replacing the goods or having the services supplied again. We specifically exclude liability for negligence and for consequential loss or damage, including loss of business profits (except to the extent that any such consequential loss is incurred because of a failure to meet a consumer guarantee under the ACL).

Where our services fall outside the scope of the Australian Consumer Law, we exclude all liability to you (including liability for negligence and consequential loss or damage, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the services, however arising.

7. Your Warranties

You warrant that you:

- a) Have been advised by us that it is recommended you to obtain and maintain appropriate public liability insurance coverage for loss or damage caused to persons or property in connection with your use of the Bike; and
- b) Will only use the Bike for an Authorised Use; and
- c) Will use the bike predominantly (more than 50%) for business purposes; and
- d) Will operate the Bike in a safe and reasonable manner and not in any negligent manner; and
- e) Will, at all times when riding the Bike, wear an industry-standard helmet; and
- f) Will satisfy yourself on each occasion before commencing the ride that the Bike is in roadworthy (including front and backlights if you intend on riding after sunset); and
- g) Will, at all times during this agreement, while the bike is not in use, lock the bike using the supplied U-lock in accordance with all reasonable, directions of Bike Me Up, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time.

You indemnify Bike Me Up in respect of any loss or damage arising out of any warranty given in this clause being incorrect or any breach of any such warranty and will be solely responsible for all loss and damage so arising, (but not limited to) all associated, tickets, fines and fees.

8. Responsibility for Loss and Damage

You hereby acknowledge that you are liable for:

- a) The loss of, and all damage to, the Bike during the Term of this agreement; and
- b) All damage to any person or the property of any person:
 - i) Which is caused or contributed to by you or any person you allow to drive the Bike, including flat tyres; or
 - ii) Which arises from the use of the Bike by you or any person you allow to drive the Bike

In the event of loss or damage to the Bike or other loss or damage arising in connection with the use of the Bike, you must:

- a) Provide Bike Me Up with the details of the incident including
 - i) An accurate description of the incident e.g state stolen and the location
 - ii) Name, address and license number, of any other person involved,
 - iii) Registration of any other vehicles involved,
 - iv) Names and station of any police officers involved;
- b) Promptly report the incident in writing to us, together with a copy of the police report and event number, in the event the Bike is stolen;
- c) Return all parts of the Bike which have not been damaged or stolen (e.g. locks, keys, battery, charger, etc).

If the Bike is damaged, you will be liable to pay to us the amount required to return the bike to the pre-rental condition. You agree to pay the amount immediately on demand. If you fail to pay the amount, you authorise us to apply the charge to you nominated debit or credit card.

If the Bike is stolen, you will be liable to pay to Bike Me Up the amount of \$1,100, being the replacement value of the Bike, plus any additional costs incurred by Bike ME Up incidental to the loss or theft of the Bike, by way of liquidated damages. You agree to pay such amount immediately on demand.

9. Maintenance, Security and Safety

You hereby agree to comply with the following term:

- a) Maintain the Bike to the same standard in which the Bike is supplied to you in (including by complying with the all additional servicing or repairs recommended by Bolt Bikes at any service);
- b) Complete the safety and maintenance checks outlined in the Bolt Bikes Safety, Security and Maintenance Guide;
- c) Keep the Bike to an immovable object (e.g. post or railing) using the U-lock provided by us (or similar) when unattended;
- d) Comply with all applicable transport laws;

- e) Attend at a nominated Bike Me Up location with the Bike for the Bike to be serviced every 2000 km;
- f) Attend at a nominated Bike Me Up location with the Bike as directed by Bike Me Up for service within 7 days of benign requested by us;
- g) Refrain for servicing or causing the Bike to be serviced otherwise than at a designated Bike Me Up Location

Regular servicing as set out above is necessary for Bike Me Up to ensure the continued safety of the Bike. It's critical to your ongoing use of the Bike that you attend scheduled services as set out above. Failing in attending the required service will incur in an \$0.50/km for every 2000km from the last service incurred.

Standard maintenance (fair tear and wear) are provided to you with no extra cost during the Term at Bike Me Up designated location. You must bring the Bike to our facilities. However, if our representatives identify any damage requiring repair (other than fair tear and wear), the cost will be your responsibility. Items of your responsibility include (and not limited to):

- Flat or punctured tyre;
- Flat battery;
- Lost keys;
- Lost accessories;
- Or accidental damage

We are committed to organising additional services if they became aware of any potential issues or faults with the Bike. Accordingly, it is critical to your ongoing use of the Bike that you attend unscheduled services as directed by Bike Me Up. If you fail to attend a directed service required, a late fee of \$10 per day will be incurred.

The late fees set out in this clause have been designed to protect the interests of both parties in the continued safety of the Bike.

10. Dispute Resolutions

If a dispute arises between the parties, the party claiming the dispute must not commence any court or arbitration proceedings (except where they seek urgent interlocutory relief), unless they have first complied with this clause.

The party must inform the other party in writing of the nature of the dispute, the outcome they desire to resolve the dispute, and the action they believe will settle the dispute. On receipt of the notice by the other party, both parties will make every effort to resolve the dispute by mutual negotiation within 20 Business Days.

If the parties are unable to resolve the dispute in that time, the parties must agree on the selection of a mediator (if the parties are unable to agree, they agree to request a mediator appointed by the Western Australian respective body) and will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the

mediation (to be paid in advance). The parties must each pay their own costs associated with the mediation, which must be held in Perth, Western Australia.

All communications made by the parties arising out of this dispute resolution clause are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

For the avoidance of doubt, nothing in this clause prohibits, prevents or delays Bike Me Up from engaging the services of a debt collector or solicitor to recover overdue amounts.

This clause survives the termination of this agreement.

11. Assignment

You may elect to assign your rights and obligations under this agreement to another person, subject to Bike Me Up's written approval. Such Approval may be subjected to the provision of additional information and condition. Bike Me Up's decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

12. Relationship of Parties

This is an agreement for the supply of goods and services and is not intended to create any other relationship between the parties, such as employment, agency, contractor and principal or franchisee and franchisor.

13. Definitions

ACL or Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Authorised Use means the use for which you are authorised by Bolt Bikes to use the Bike, as set out in clause 3 of this Part C.

Business Day means a day on which banks are open for business in Perth, Western Australia other than a Saturday, Sunday or public holiday.

Expected End Date means the expected date of return of the Bike to Bike Me Up.

End Date means the date you returned the Bike to Bike Me Up and the agreement ended.

Safety, Security and Maintenance Guide means the guide we provided to you containing the basic information for safety and secure operation of the Bike.

Start Date means the date you picked up the Bike with us.

Term means the period of time we agreed between us for you to rent the Bike.

U-lock or Lock means the physical lock device used to safely secure the bike when unattended.

Unauthorised Use means any use not specified in clause 3 of this agreement.

Fees, or Weekly Fees, means the amount you will pay to rent the Bike.

Agreement means the contract established between the parties

14. Interpretations

In this agreement the following rules of interpretation apply, except the contrary intention appears or the context otherwise requires:

- a) Headings and subheadings are for convenience only and do not affect the interpretation of this agreement.
- b) References to clauses, Schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the Schedules, annexures, appendices, attachments and exhibits to, this agreement.
- c) References to parties are references to the parties to this agreement.
- d) References to a party to any agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.
- e) Words denoting the singular include the plural and words denoting the plural include the singular.
- f) Words denoting any gender include all genders.
- g) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- h) A reference to any agreement or document (including this agreement) includes any amendments to or replacements of that document.
- i) A reference to a law includes:
 - i) legislation, regulations and other instruments made under the legislation and any consolidations, amendments, re-enactments or replacements of them;
 - ii) any constitutional provision, treaty or decree;
 - iii) any judgment;
 - iv) any rule or principle of common law or equity,and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- j) No provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of that provision of this agreement.
- k) A reference to time is a reference to the time in Perth, Western Australia unless otherwise specified.
- l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- m) If any act is required to be performed under this agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.

- n) If any act is required to be performed under this agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- o) A reference to an amount of dollars, Australian dollars, \$ or A\$ is a reference to the lawful currency of the Commonwealth of Australia, unless the amount is specifically denominated in another currency.
- p) Specifying anything in this agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- q) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

THIS RENTAL AGREEMENT CONTAINS RELEASES, WARRANTY LIMITATIONS, ARBITRATION PROVISIONS, ASSUMPTION OF RISK PROVISIONS, AND INDEMNITY PROVISIONS, ALL OF WHICH LIMIT YOUR LEGAL RIGHTS AND REMEDIES. YOU SHOULD READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS BINDING EFFECTS.

Appendix A - Parts Costs

Parts	Replacement Cost
Wheels	
Complete Wheel Set	\$250.00
Tubes (Flat Tire)	\$25.00
Spoke	\$30.00 (each)
Tire	\$50.00
Drivetrain	
Derailleur	\$70.00
Chain Ring	\$95.00
Chain	\$45.00
Shifters	\$85.00
Shifter Cable	\$35.00
Brakes	
Brake Levers	\$50.00
Brake Cable	\$35.00
Disc Brake	\$35.00
Brake Caliper	\$50.00
Power	
LCD Display	\$120.00
Charger	\$80.00
Battery	\$600.00
Battery Holder	\$50.00
Accessories	
Front Light	\$20.00
Back Light	\$20.00
U-locker	\$40.00

Bell	\$15.00
Handle Grips	\$25.00
Kick Stand	\$30.00
Keys replacement	\$120.00
Bike Seat	\$50.00
Seatpost	\$30.00
Handle Bar	\$45.00
Phone Holder	\$15.00