

## TERMS & CONDITIONS

### AK BIKEBOX BICYCLE LOCKER SERVICE AGREEMENT

#### 1. Description of Service

AK Bikebox, LLC (“Company”) operates the self-service bicycle locker rental system service (“Service”) which is facilitated through a mobile phone application Movatic (“App”). In consideration of your use of the Service, the Company requires that you (“User” or “You”) agree to all terms and conditions of this Bicycle Locker Service Agreement (“Agreement”).

#### 2. Acceptance of Agreement

By using the App, you are agreeing to the Terms and Conditions (“Terms”) set out below. Your access to and continued use of the App and the Service constitutes your acceptance of and compliance with the following Terms. Please take some time to familiarize yourself with these provisions. If you do not agree to the Terms, do not use the App or the Service.

The Company may unilaterally amend, modify or change this Agreement, in its sole discretion without any notice or cause. By continuing to use the Service after any amendment, User agrees to be bound by all such amendments. It is your obligation to review the Terms for any changes prior to using the App.

The User accepts the Terms of this Agreement on behalf of any and all individuals who may use the Service under a bicycle locker reservation made by the User on the App.

#### 3. Term of Agreement

This Agreement shall remain in full force and effect beginning with Your first use of any Service, and as otherwise provided in this Agreement, until such time as the locker rental has been ended in the App. The Company may, at any time and from time to time, terminate Your right to use any Service, in the Company’s sole discretion and without any notice or cause. This Agreement remains in full force and effect after any termination of your right to use any Service.

#### 4. Service System

Lockers are to be relinquished through the App when the User desires to terminate the Service. All personal property must be removed from the locker and the locker must be left in a clean and orderly condition, so that it may be used by the next user. Any personal property User fails to remove after Service termination is immediately considered abandoned and the Company has no obligation to inform User prior to disposal.

User shall not make any alterations to the locker or damage it in any way. User will be responsible for any and all costs associated with the use of the lockers including, but not limited to, the removal

of locks for unauthorized use of a locker, extraordinary cleaning costs of lockers, damage to lockers in excess of normal use, and costs associated with the confiscation and storage of bicycles or other items removed from lockers.

#### 5. Usage Fees

Fees for the use of the Service shall be a base fee of \$2 dollars (\$3.00) plus fifty cents per thirty minutes (\$0.50).

#### 6. Use Of Premises And Property

User shall only use the locker for the purposes of storing one bicycle and personal property incidental to use of that bicycle (collectively "Authorized Equipment"), including but not limited to helmet, pump, and lock, and for no other purpose whatsoever. Storage of any item that is not Authorized Equipment will result in termination of this Agreement. For purposes of example and without limiting the Company's termination rights, the following items are not permitted to be stored inside or on top of the lockers: live animals, food, flammable, toxic, hazardous or explosive material, any item in violation of federal, state or local law. User shall not sleep or remain inside the locker.

7. **RISK OF NEGLIGENCE.** User understands there is a risk that injury may occur because of the negligence of Company, other Service users, or third parties, both related and unrelated to the inherent risks in storing personal property, including but not limited to the criminal actions of third parties. The Company urges Users to insure their personal property stored in the locker, at User's sole responsibility and expense.

8. **ASSUMPTION OF ALL RISKS.** User accepts all risks, including those caused by negligent acts or omissions. No one is forcing User to utilize the Services and User chooses to utilize the Services voluntarily despite inherent risks. User acknowledges that **USER IS ULTIMATELY RESPONSIBLE FOR USER'S OWN SAFETY AND SAFETY OF USER'S PERSONAL PROPERTY** during utilization of the Services. User will inspect the locker and will always evaluate the risk of any dangerous conditions, both inside and outside the locker. User understands the Company provides the Services remotely with no obligation to provide surveillance. It is User's responsibility to inspect the locker at the time of rental and notify the Company immediately of any concerns. User acknowledges it should not attempt to use equipment that does not appear to be functioning properly. User will not hold the Company responsible if it continues to use Services that do not appear or are not functioning properly.

9. Release of Liability for all risks, including negligence, waiver of rights and damages cap.

User voluntarily releases, forever discharges, and agrees to hold harmless and indemnify Company, its owners, employees, and agents, from any liability, claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with User's use of the Services, including specifically but not limited to, the acts or omissions of Company and all other persons or entities, including negligent acts or omissions, for any and all injury, death, and damage to User or User's property. User waives and releases any and all claims, including on behalf of any person using the Services through User, or all persons and entities who are or could

have been liable to User. This waiver and release, which is made knowingly and voluntarily, covers all types of damages to persons or property (whether tangible or intangible), known or unknown, including consequential damages or punitive damages, notwithstanding anything to the contrary under Alaska law. User agrees that Company, the App, and CycleSafe, Inc., and the owners, agents, and employees of the foregoing entities, shall not be liable for injury of any kind to User or any loss or damage to bicycle and other property arising out of the User's use of the Service. Notwithstanding the other provisions of these Terms, damages recoverable by or through User are limited to the total amount of Authorized Equipment stored in the locker, or Five Thousand Dollars \$5,000.00, whichever is less.

#### 10. No Warranties

Storage of items is inherently risky and User acknowledges that the Company cannot guaranty the safety of personal property stored inside the lockers, even when the Services are properly utilized. The Company disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the locker and the station surrounding it. User acknowledges and agrees that the Company does not represent or guarantee the safety or security of the lockers, of any personal property stored inside, or of the stations themselves. Failure to properly use the lockers will result in increased risk of damage to persons or property. It is Users sole responsibility to properly utilize Services, and User is obligated to stop using the Services immediately in the event User is unable to safely or competently utilize the Services.

#### 11. Right to Enter, Inspect, Clean And Repair Premises

As a condition for renting this locker, User waives any claim to the right to privacy and expressly consents to allow the Company, or its authorized representative, to open and inspect the locker and the contents thereof at any time without prior notice. Entry and inspection may take place for the following reasons: (1) in an emergency; (2) to determine whether a health or safety hazard exists; (3) to determine whether any term of this Agreement is being violated; (4) to maintain the locker, its door or locking mechanism; (5) to sweep or clean inside the locker.

#### 12. Termination and Default

The Company may terminate this Agreement without warning if (1) User is delinquent on payments (2) User has damaged the locker (3) User poses a hazard to others (4) items other than a bicycle (or helmet, pump, lock) are discovered inside a locker. The Company reserves the right to refuse rental to any applicant or terminate this Agreement at any time. Non-compliance with this Agreement can result in immediate termination of contract without warning. If it is necessary for the Company to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify, defend and hold the Company, its members, employees, and agents harmless.

#### 13. Payment and Credit Card Matters

All fees will be billed to the credit card provided through the operating App. Billing information can be viewed at any time through the app history.

#### 14. Governing Law and Venue

This Lease shall be construed and interpreted in accordance with and governed by the substantive laws (not the conflicts laws or choice of law rules) of the state of Alaska, with venue in state court in Anchorage, Alaska.

#### 15. Representations

Each party to this Agreement represents and warrants to the other party that:

(i) the party has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder;

(ii) there is no contract or other legal obligation that prevents the party from entering into this Agreement or from undertaking or performing all of its duties and obligations;

(iii) this Agreement is legally binding and enforceable on each party, and will inure to the benefit of and bind the legal representatives, successors and assigns of each party.

#### 16. Severability

Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

#### 17. Entire Agreement; Miscellaneous

This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement. Time is of the essence with each provision of these Terms. No action or failure to act by the Company shall constitute a waiver of any right or duty afforded Company under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

USER ACKNOWLEDGES IT IS VOLUNTARILY ENTERING INTO THIS AGREEMENT AND THAT IT HAS READ AND CAREFULLY CONSIDERED EACH AND EVERY TERM OF THIS AGREEMENT, AND CONSENTS TO THE TERMS TO THE MAXIMUM EXTENT PERMITTED BY LAW.