

Last Revised: December 16, 2024

User Terms and Conditions

These terms and conditions (the "Terms") govern your Service Usage with New Mobility Services Inc. DBA NEMO ("NEMO", "we", "our", "us"). Purchase or use of any NEMO Services (as defined below) at any time subjects the purchaser or user ("you," "your," "yours," "their", "User") to the provisions of the Terms, as amended from time to time. References to "NEMO", "we", and "our" shall be deemed to include New Mobility Services Inc., its affiliates and subsidiaries. Reference to the "Site" refers to <https://www.get-nemo.com>. **By accepting the Terms and Conditions outlined here, you recognize that you are entering into a legally binding contract with NEMO.**

NOTE: YOUR SERVICE USAGE IS NOT A PRODUCT LIABILITY OR PHYSICAL DAMAGE INSURANCE CONTRACT, NOR IS IT INTENDED TO COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW(S).

Member Contact Number:

+1 857 847 6366

Corporate Address:

NEMO

398 Columbus Ave, #342

Boston, MA 02116

Legal Contact Email Address:

Legal@get-nemo.com

I. Service Information

NEMO offers On-Demand Roadside Bicycle Assistance ("Services") designed to provide emergency bike repair support to individuals whose access is sponsored by their employer, a transportation management association (TMA), or a similar organization ("Sponsor"). The Services are available on a per-call basis, funded by the Sponsor, and do not require direct payment by users at the time of the service call for basic labor and standard services. However, Users may be responsible for additional charges for spare or replacement parts or non-standard services, as outlined below.

A. Hours of Operation

Users can receive Services during the following Hours of Operation, excluding holidays:

Monday through Friday.

7:00AM EST to 7:00PM EST.

A current list of NEMO's observed holidays can be found at [get-nemo.com/holidays](https://www.get-nemo.com/holidays)

Messages left by Users for NEMO outside of the Hours of Operation will be addressed when the Hours of Operation begin on the next applicable business day.

B. Service Area

Users must be actively located within the NEMO Service Area in order to receive Services. If Users are located outside of the Service Area they must relocate themselves and their vehicle into the NEMO Services Area in order to receive Services.

The NEMO Service Area can be viewed on the Site at: get-nemo.com/servicearea

The NEMO Service Area may expand and contract to best serve the needs of the business and our customers. NEMO reserves the right to change the NEMO Service Area without notice at any time. Please contact legal@get-nemo.com if you have any questions.

C. Services

Subject to the exceptions below, you will have access to the services found on the Site at get-nemo.com/menu ("Services"). Available Services are subject to change. Please note that there are also a range of services that NEMO does not perform. These can also be found on the Site at get-nemo.com/menu.

All Services might not be available to all Users. Users should contact their Sponsors for details regarding the particular Services their institution has purchased.

Users can access Services by reaching out to the NEMO Contact Number via call or text and arranging a rendezvous location with a NEMO Mechanic (this location must be located in the Service Area). The NEMO Mechanic will then be dispatched to the agreed upon location to meet the User. If due to vehicle design, a special wrench or tool is required, you must furnish it in order for Services to be performed. NEMO holds inventory of a wide variety of common spare and replacement parts which may be available for purchase by Users. Some Services will be subject to the availability of the required parts. Certain of the Services require an additional service charge and a pre-scheduled appointment ("Additional Services"), as disclosed on the Site at get-nemo.com/menu. You agree to pay such additional service charges within the required timeframe upon receiving an invoice for any of the Additional Services.

D. Charges for Consumption of Spare or Replacement Parts

In the process of providing Services, NEMO may need to use spare or replacement parts ("Spare Parts") to improve a vehicle's condition. The NEMO mechanics will communicate the price of such Spare Parts to you and must receive verbal approval from the User before installing and or utilizing Spare Parts during the process of providing a Service. You agree to pay for the Spare Parts installed or utilized during the process of providing a Service as outlined below. Spare Parts will be subject to sales taxation which will automatically be

included in the bill and displayed on the invoice. Users can choose to pay for these Spare Parts by presenting the NEMO mechanic with an electronic payment method (for example, a credit card or debit card) and the NEMO mechanic will charge this payment method electronically. The User will receive a receipt via email to the email address they provide to the Mechanic.

E. Limitations, Surcharges; Refusal of Services

We reserve the right to impose surcharges and/or Service limitations, or cancellation of your Service Usage without prior notice.

F. User Requirements

1. User Identity and Communication

We expect you to submit and maintain accurate and current information in connection to your Service Usage. Such information includes name, email address, and mobile telephone number. By providing your phone number, you consent to NEMO calling and/or texting you on the mobile telephone number you have provided. Message and data rates may apply. Message frequency varies. You can opt out at any time by texting "STOP". To obtain User Services, you may be asked to provide a government issued identification at the time of Service, and the name you provided during the outreach process must match the name on your valid government issued identification. If the name does not match, or if the User does not have a valid government issued identification, then NEMO may decline to provide Services.

2. Legal Owner; Remain with Vehicle

The User must be the legal owner of a vehicle in order for Services to be performed on it. A User must remain with their vehicle at all times unless otherwise instructed by a NEMO Mechanic.

3. Vehicle Eligibility

NEMO reserves the right to refuse to provide Services to any vehicle at any time without prior notice. Questions about vehicle eligibility can be directed to our team via the NEMO Contact Number.

NEMO does not service a variety of motorized micromobility vehicles, including, but not limited to electric scooters, non-electric scooters, electric mopeds, non-electric mopeds, electric skateboards, non-electrics skateboards, electric unicycles, and non-electric unicycles.

G. Terms; Agreement Duration; Individual Access to Services; Right to Modify or Terminate Services

1. Terms of Access

Access to NEMO's Services is facilitated through an agreement between NEMO and your Sponsor (e.g., your employer, a transportation management association, or similar organization). This agreement is not tied to a specific membership term for individual users. Your ability to access the Services will remain active as long as the agreement between NEMO and your Sponsor is in effect and you meet the eligibility requirements set forth by your Sponsor and NEMO.

a. Agreement Duration

The agreement between NEMO and your Sponsor remains in effect indefinitely unless terminated by either party in accordance with the terms of their agreement. NEMO may continue to provide the Services under the same terms until such time as the agreement is modified or terminated.

b. Individual Access to Services

Your eligibility for Services is dependent on your status with your Sponsor. If your Sponsor ends its agreement with NEMO, or if you are no longer eligible under your Sponsor's program (e.g., you leave your employer or TMA membership ends), your access to the Services will be discontinued.

c. Right to Modify or Terminate Services

NEMO reserves the right to modify or discontinue the Services provided to users at its discretion, subject to the terms of the agreement with your Sponsor. If significant changes are made to the Services, NEMO will notify your Sponsor in advance.

II. Indemnification; Disclaimers; Limitation of Liability

A. Indemnification

You agree to release, defend, indemnify and hold NEMO, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or any way connected with your access to or use of the Services or any breach of the Terms by you.

You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Services.

B. Disclaimers

THE SERVICES ARE PROVIDED ON AN "AS AVAILABLE" BASIS, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. ANY SERVICE AND/OR INFORMATION PROVIDED BY NEMO IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. NEMO DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NEMO DOES NOT WARRANT THAT ANY SERVICE, INCLUDING, BUT NOT LIMITED TO REPAIRS MADE DURING SERVICES AND INFORMATION PROVIDED DURING MECHANIC COMMUNICATIONS, OR CONTENT ON THE SITE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NEMO DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY SERVICE OR CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. NEMO DOES NOT AKE ANY REPRESENTATIONS OR WARRANTIES THAT SERVICES WILL BE PROVIDED WITHIN A SPECIFIED TIME.

C. Limitation of Liability.

YOU WAIVE AND DISCHARGE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST NEMO, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF NEMO AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (USD \$100.00) OR THE AMOUNT YOU HAVE PAID TO NEMO FOR THE SERVICES IT PROVIDES IN THE LAST TWELVE (12) MONTHS.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE, ANY SERVICE PROVIDED BY NEMO, OR THE TERMS **MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.**

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in the Terms that directly conflict with such laws may not apply to you.

III. Ownership

All content included on the Site is and shall continue to be the property of NEMO or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of the Site.

IV. Miscellaneous Provisions

A. Inconsistency

If there is any inconsistency between the language of these Terms and information provided by an agent or representative of NEMO to a User, the language, terms, limits and conditions of these Terms shall prevail over any conflicting terms.

B. Governing Law; Venue.

If there is any dispute about or involving the Terms, you agree that any dispute shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. You agree to personal and exclusive jurisdiction by and venue in the state and federal courts of Boston, Massachusetts. Any litigation arising out of this contract shall be conducted in Suffolk County, Massachusetts.

C. Severability and Non-Waiver.

If any part of the Terms is found by a court of competent jurisdiction to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision. If any provision of the Terms appears to be in conflict with another provision herein, NEMO retains the sole right to choose which provision takes precedence in any situation.

NEMO reserves all rights under applicable law. The failure of NEMO to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. Any waiver of the Terms by NEMO must be in writing and signed by an authorized representative of NEMO.

D. Entire Agreement

These Terms constitute the entire agreement between you and NEMO and governs the terms of your access and use of the Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and NEMO with respect to the Services. Any links herein that point to specific locations on the Site are for convenience only. If any link does not function, the User must look to the relevant portion of the Site for the information referenced.

Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Services.

E. Changes to Terms

We may change the Terms at any time by posting revised Terms on the NEMO website (get-nemo.com/ebterms). Any change shall take effect immediately, unless otherwise provided. If changes are made to the Terms, we will update the “Last Revised” date at the top of the Terms. Accordingly, you should visit the Site and review the Terms periodically to determine if any changes have been made. If material changes are made to the Terms, we will send notification to the User through e-mail or text message of the fact that material changes to the Terms have been made. A User’s continued use of the Site and any Services after any changes have been made to the Terms signifies and confirms acceptance of any such changes or amendments to the Terms.

F. Privacy Policy

Information we capture is subject to the NEMO Privacy Policy as amended from time to time. You may view the current version of the NEMO Privacy Policy at any time online on the Site at get-nemo.com/privacy.