



**TERMS OF USE & SERVICE AGREEMENT**  
**& PRIVACY POLICY**  
**WHIP RIDESHARE**  
**PART OF HOT FIYAH ENTERTAINMENT LTD.**  
By Hot Fiyah Entertainment Ltd. dated April 20, 2022

**PAGE 1. TERMS OF USE & SERVICE AGREEMENT**  
**PAGE 17. PRIVACY POLICY**

**I. TERMS AND DEFINITIONS**

**1. Terms below shall have the following meanings:**

1.1 "E-scooter" means the scooter devices, property of Whip, which the User wishes to lease from Whip for a fee.

1.2 "Whip" means Hot Fiyah Entertainment Ltd. a Bermuda limited liability company, represented by the company secretary Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road, Pembroke HM08 Bermuda, email: grabawhip@gmail.com, phone: +14412929332

1.3 "Whip Marks" means the names, trademarks, trade names, drawings, logos and symbols which Whip uses to promote and identify the Website, Mobile App, Software and any incorporated and derivative products which may be disclosed to the User.

1.4 "Lease agreement" means the agreement for use of e-scooters by and between Whip and the User, incorporated in the present Terms of Use. By registering on the Website or creating a profile in the Mobile App the User unconditionally confirms that the User agrees and accepts these Terms of Use and has the right to use the e-scooter under the conditions of the present Terms of Use.

1.5 "Mobile App" means the mobile application Whip for lease of e-scooters. The mobile application is designated for mobile devices, using Android OS and iOS and is free for download in Google Play (Android) and the Apple Appstore (iOS). The Mobile App provides the Users with information about Whip Services and allows the User to use e-scooters for a fee.

1.6 "Normal tear and wear" means scratches, the wear of the tyres of the e-scooters, wear of the handles, cracks or small damages of the wings etc. To avoid any misunderstanding, missing, permanently damaged and/or broken elements, that hinder the functionalities of the e- scooter shall not be considered as part of the normal tear and wear.

1.7 "Party" means either Whip or the User.

1.8 "Parties" means both Whip and the User.

1.9 "Profile" means the personal profile of the User in the Mobile App, which allows the User to use Whip Services.

1.10 "Services" means lease and other related services, explicitly listed in these Terms of Use, which Whip provides to the User. Services which are not included in the present Terms of Use shall not be provided by Whip and cannot be requested by the User or any Third Party.

1.11 "Software" means the software, installed in the e-scooters. The User shall be informed that the Software records and provides Whip with information on the current location of the e-scooters, distance covered, Term of lease, as well as other data in relation to the Services.

1.12 "Term of lease" means the term of use of the e-scooters by the User for a fee as set forth in these Terms of Use.

1.13 “Terms of Use” means the present terms for use of e-scooters by the User for a fee, which incorporate the Lease agreement and govern all aspects of e-scooter use by the User, including the rights and obligations of Users and visitors of the Website and the Mobile App as well as any Third parties, regarding the Services. Users should carefully read the applicable Terms of Use before proceeding to use Whip Services. The User states and declares that he / she is familiar with these Terms of Use. Any activity of the User or any Third Party within the Website or the Mobile App constitutes and shall be considered as an electronic statement that he / she agrees with, confirms and accepts these Terms of Use. Any action by the User of use of Whip Services constitutes and shall be considered as an electronic statement that he / she concludes and executes a valid and binding Lease agreement for the provision of Services to the User for a fee.

1.14 “Third Party” or “Third Parties” means any other person(s), organisation(s) and authority/authorities), besides Whip and the User.

1.15 “User” means an individual wishing to use the services provided through the Website and the Mobile App. Only individuals at the age of 16 or higher can lease the e-scooters. Minors are not allowed to use Whip Services.

1.16 “Website” means the web-based site [www.grabawhip.com](http://www.grabawhip.com).

## **II. USER PROFILE REGISTRATION**

### **1. Profile Registration**

1.1 Access to the Mobile App and the Website is free, but for the use of Services and the lease of e-scooters, a profile registration is required by the User.

1.2 Upon Profile registration, the User is considered to have accepted these Terms of Use and the terms and conditions of the Lease agreement incorporated herein. Upon Profile registration, the User also declares and confirms to Whip that he / she is at least 16 years old and uses his / her real identity and registration data.

1.3 Profile registration requires entering Username, contact details, and other data in accordance with the Mobile App sequence, form and requirements.

1.4 The User shall be responsible for filling out partial or incorrect data and information in the Mobile App. Whip shall not bear any responsibility in the event that the User has entered false or incorrect data at the time of registration or at a later stage, including all cases in which Whip being unable to provide any of the requested Services, resulting from incorrect contact details or other User information.

1.5 The User shall be responsible for all activities executed through or occurring as a result of using his / her Profile. The User shall not grant access to his / her Profile to any Third Parties. If the User has provided access to his / her Profile to a Third Party, it shall be deemed that the User has authorised such Third Party to act on his / her behalf and at his / her expense. In this case, the User shall be jointly liable with any such Third Party for all Third Party's actions and omissions, as well as any fees, compensations, penalties and other payments, connected with the use of Services through User's profile and any circumstances, resulting from such Use.

1.6 Whip shall be entitled to deny Services to any User, if such User has not filled in the required information fully and correctly by himself / herself or does not meet any of the conditions for using the Services (for example, the User is a minor or for any other reason the User is not entitled to use the Services).

1.7 The User shall notify Whip upon any change in his / her Profile information. If the User fails to do so, Whip shall not be responsible for providing the Services, using incomplete or incorrect documentation.

1.8 In any case, the User shall be responsible for payment of any required and used Services, as well as for any additional costs, damages and lost profits, sustained by Whip or Third Parties as a result of incorrectly entered information or lack of subsequent notification.

### **1. Email Confirmation**

2.1 After creating the User Profile having filled in completely the required information, the User shall receive an email confirmation for successful Profile registration to the email address, entered by the User.

2.2 After receiving the email confirmation, the User shall enter his / her credit / debit card details in accordance with the Mobile App sequence, form and requirements. Services cannot be used unless the User has entered his / her credit / debit card details and has transferred funds into the Mobile App wallet.

2.3 Whip may at its own discretion refuse Profile approval in the Mobile App. Whip shall be entitled to approve a User Profile or deactivate a User Profile, previously approved and confirmed by Whip, including all cases in which the User has provided incorrect or partial information or has violated these Terms of Use, the applicable law or the rights and legal interest of Third Parties in relation to the Services.

### **3. Use Of Services**

3.1 The User shall be able to use the Services through the Software and the Mobile App after payment of all due fees and other amounts as described in these Terms of Use, the Mobile App and the Website.

3.2 Before payment of all due fees and amounts and after the expiration of the Term for lease, the Software and the Mobile App, including all Services will no longer be functional and the User shall have no right to claim any damages or any other compensation in relation with the termination of Software functionality or termination of Services.

## **III. STIPULATIONS REGARDING THE LEASE AGREEMENT**

### **1. Subject**

1.1 By virtue of these Terms of Use the User (Lessee) agrees to lease the e-scooters from Whip (Lessor) in accordance to the Term of lease and the conditions of this document, the relevant rules, policies and regulation of relevant municipality within the territory of use and the current applicable governing laws of Bermuda.

### **2. Term of lease. Maximum lease hours.**

2.1 The Term of lease of the e-scooters is to the extent of maximum 23 hours per use.

### **3. Business Hours**

3.1 The business hours for providing the e-scooters and the related Services are as provided in the Mobile App. from 4:00 AM to 03:00 AM, every day.

### **4.0 Criteria to use the e-scooter**

4.1 By acceptance of these Terms of Use, the User declares and agrees that he/she:

4.1.1. is at least 16 years of age;

4.1.2. is the sole Lessee and the sole rider of the e-scooter;

4.1.3. shall not allow any Third parties to use the e-scooter, once activated;

4.1.4. shall be wearing a helmet throughout the entire ride;

4.1.5. shall not be under the influence of alcohol, drugs and/or other substances while using the e-scooter;

4.1.6. is well aware of the Rules and Policy of Use under Clause 5 in this Section.

### **5. Rules and Policy of Use**

5.1. The speed of all e-scooters is restricted to 25 kilometers per hour;

5.2. Parking is restricted to designated e-scooter parking locations (as per the map in the Mobile App);

- 5.3. E-scooters must be placed safely out of all paths of travel and rights of way including sidewalks, pathways, driveways, bike or car parking areas, other pedestrian zones and special service areas, so that the passage of people and vehicles is not obstructed;
- 5.4. The User is not allowed to park the e-scooters outside the designated parking locations;
- 5.5. Riding of e-scooters by underage individuals (below 16 years) is prohibited;
- 5.6. Riding under the influence of alcohol, drugs and/or other substances is prohibited;
- 5.7. Riding on the sidewalk and/or taking passengers is prohibited;
- 5.8. The User is required to wear a helmet whilst riding the e-scooter, either the User's own or the one provided by Whip;
- 5.9. The User is not allowed to leave an e-scooter so that it blocks or restricts the way, entrances to transit stations or buildings, bike or car parking areas, bus stops or other rights of way/paths of travel;
- 5.10. An improperly parked e-scooter must be re-parked by the User as soon as possible. The User will be billed until they return a scooter to one of the designated e-scooter parking locations or "Whip Zones";
- 5.11. In case of violation of the right of way or other local regulations, Third Parties can file a complaint with the local authorities.

## **6. How to use the e-scooter**

### **6.1 Pick up**

6.1.2. To unlock the e-scooter, the User shall scan the QR code via the camera on his / her mobile device or enter the unique scooter number below the QR code. Should the User not already have the Mobile App downloaded to their device they will need to do so. This can be done from our website [www.grabawhip.com](http://www.grabawhip.com) which has the links to the respective app stores. Once downloaded and registered, the User can purchase a ride credit package and repeat this step of scanning the QR code;

6.1.3 To start riding, the User shall step on the scooter board with one foot, kick off once with the other to push forward, and push the throttle to accelerate while keeping both feet on board. The e-scooter is electrically assisted and will not move without the User getting it going by initially pushing it. It may need to be kicked/pushed to assist going up larger hills.

6.1.4. To slow down or bring to a halt, the User shall squeeze the brake on the left handlebar.

### **6.2. During the ride**

6.2.1 The User is obligated to follow all applicable legal requirements as well as these Terms of Use and any other instructions by Whip for safe riding. Keep as far to the left as possible while riding. Whenever possible use the Railway Trail and smaller roads to avoid main roads and traffic.

### **6.3. Return**

6.3.1. The User must return the e-scooter to one of the e-scooter designated parking locations, marked on the map. The User must ensure that the e-scooter is parked neatly so as not to obstruct any entrance ways, roadways or pathways.

6.3.2. To end the ride the user must slide right the "End" button in the Mobile App

6.3.3. The User must lock the Whip helmet back to the cable lock system and then take a picture with the Mobile App to show the e-scooter has been parked properly not obstructing sidewalks/walkways/roadways/entrances, and returned without damage with the helmet attached. If the e-scooter has been damaged (beyond normal wear and tear) and/or the helmet is not returned with it the User may be liable for covering the costs of repairs and/or replacement. This is further outlined in Section IV Warranties and Liabilities.

### **6.4. General rights and obligations of the User**

6.4.1. The User shall use the leased e-scooter only in accordance with its normal use. The User agrees that he / she will not use the e-scooter: (i) on sand, in water, on sidewalks, on any unpaved roads or in any location where their use is prohibited or illegal; (ii) for commercial purposes; (iii) for racing or stunts; (iv) while conducting any activities (including using any mobile phone and/or other devices) that may distract the User from safely riding with two hands; (v) while under the influence of alcohol, drugs, medication, or any other substance that may impair User's ability to ride safely; (vi) to carry cargo that may impair User's ability to ride safely; or (vii) in any manner that violates applicable law and / or in the commission of any crime.

6.4.2. The User agrees: (i) not to conduct any unlawful activities or any activities impairing Whip reputation or interests; (ii) not to use Whip logo or company name without Whip prior written consent; (iii) not to use the e-scooter in a manner that would lead to cancellation of the insurance or any substantial increase in premiums in respect thereof; (iv) to observe all technical and other regulations for safety use of the e-scooter; (v) to use the e-scooter in a way that does not violate the rights of traffic participants and / or pedestrians.

6.4.3. The User shall not sublease or otherwise provide use of the e-scooter to any Third Party.

6.4.4. The User shall not have the right to make alterations, modifications or repairs of the e-scooter.

6.4.5. The User shall remedy at its own cost the damages caused to the e-scooter and/or Whip and/or any Third Parties as described in the "Liability. Limitations of liability" Section.

6.4.6. The User shall have the right to use the e-scooter undisturbed throughout the entire Term of lease;

6.4.7. The User shall have the right to receive full support from Whip in order to conduct behaviour and use, in accordance with the Terms of Use and all applicable laws, while using the e-scooters.

## **7. Pricing. Method of payment. Fees and fines.**

7.1. Fees. Unlock fee.

7.1.1. The User shall pay a one-time unlock fee per use/ride in addition to a per minute fee for usage in accordance with the pricing described on the Website and in the Mobile App. The prices of the Services are in US\$ and are final prices inclusive of all Bermuda taxes and fees.

7.1.2. The User shall use the e-scooter on a pay-as-you-go basis in accordance with the pricing described in the Website and the Mobile App.

7.1.3. The User hereby authorises Whip is entitled to charge the User's credit or debit card (collectively "Card") or other agreed payment methods for the amount of the fees in relation to the Services used by the User and any additional charges described herein, on the Website and in the Mobile App.

7.1.4. All ride credits are on a pay-as-you-go basis however credits must be pre-purchased before the User can use for Services. Pricing of the various packages is in accordance with the pricing described in the Website and the Mobile App. All purchases are denominated in US\$ and the User may have to pay a currency conversion fee with their bank to convert their payment into US\$, should their payment currency not originate in US\$. Any currency conversion fees are at a cost to and remain the responsibility of the User.

7.1.5. Any overage charges from a ride, should the credit on the User profile not suffice to cover them, will be charged in addition at the completion of the ride to the User's debit/credit card on file.

7.1.6. In the event of an error in charged fees, Whip retains the right to receive from the User the actual due price for the Services.

7.1.7. By accepting the Terms of Use, as well as by starting the use of an e-scooter, the User agrees to pay the price of the Services and the amount of any other charges and payments, when these are due under the present Terms of Use.

7.1.8. Whip reserves the right to change the prices of the Services offered on the Website and in the Mobile App at any time and without notice. Such changes shall not affect rides that have already started at the time of change.

7.1.9. Whip shall not be held liable if a payment method involving a Third Party payment service provider is unavailable for reasons that cannot be attributed to Whip's fault.

7.1.10. Upon payment by Card, bank charges / commissions determined by the respective bank / financial institution may be charged to the User. All bank and other charges, bank commissions and commissions by Third Parties in connection with the payment, exchange rate losses or exchange commissions and other charges and fees related to the payments are at the User's expense. The User shall perform all necessary actions and pay all such related fees and expenses so that Whip receives the full amount of the Service fees and other payments.

#### 7.2. Pre-authorization of the User's card

7.2.1. Before each lease of an e-scooter the amount of US\$30.00 is blocked as a guarantee that the used card corresponds to the User and is valid. This also ensures that should a ride's cost surpass the amount of credit the User has on their account profile then there are sufficient funds pre-authorized to cover any additional payment by card.

#### 7.3. Registration fee

7.3.1. Upon registration in the Mobile App the User will pay a one time registration fee of US\$25.00. Upon this initial registration purchase this will entitle the User to a one time free sign up bonus of US\$5.00 in credit.

#### 7.4. Fines

7.4.1. The User agrees to pay any fines, fees, penalties, charges, legal and court costs, and / or any other charges that may occur as a result of User's violating any law, rule, regulation, and / or ordinance while using and/or parking the e-scooter.

7.4.2. In the event that any due fines, fees, penalties, charges, legal and court costs, and/or any other charges, as described above are imposed to Whip, the User is obligated to immediately indemnify Whip in full, as described in the "Liability. Limitations of liability" Section.

### 8. Territory

8.1. The User is obliged to ride and park the e-scooter at the e-scooter designated parking locations of the relevant municipality. The designated parking locations for each city are shown on the Website and in the Mobile App. A ride can only be started and ended in (and the billing will cease once returned to) these parking locations or "Whip Zones".

## IV. SUPPORT

1. For any issues with e-scooter access, operation or the Services, the User should notify Whip using the Support section of the Mobile App. The User shall provide a full and accurate description of the issue to assist Whip in providing the User with adequate support. Whip shall make all reasonable efforts to solve the issue. Whip shall not be responsible for any support, refunds or compensations, if the User has not informed Whip in a proper and timely manner, immediately after occurrence of the issue. All sales are final and the User shall not be entitled to receive refunds for any unused ride credits.

2. Whip shall provide support to the User within reasonable time limits after receiving detailed information about the issue. Support requests shall be processed in the time order received.

3. The User shall respond to any additional questions and requests from Whip and shall assist Whip, including in oral communication if needed to assist Whip in providing the User with the adequate support. Whip shall not be responsible for any support, refunds or compensations, if the User has not informed Whip in a proper and timely manner, immediately after occurrence of the issue.

4. Whip shall respond to support requests only within the Term of lease.

## V. SOFTWARE, WEBSITE AND MOBILE APP

### 1. Proprietary rights

1.1. Whip Services shall be provided via the Mobile App. The User grants his / her explicit consent to accept these Terms of Use and to be bound by the Lease agreement by accepting and confirming them through the electronic means of the Mobile App. The User states and declares that no further actions and approvals shall be necessary for the

conclusion of the Lease agreement and the acceptance of the Terms of Use. The Lease agreement and the Terms of Use shall be legally binding and shall have the same mandatory legal effect as if signed on paper, shall be accepted as evidence in court and any other dispute settlement institution.

1.2. Whip shall provide reasonable technical protection of the Website and the Mobile App.

1.3. The entire content of the Software, the Website and the Mobile App, including all published texts, images, photographs, videos, articles, slogans, doing business as names, and program code are copyrighted. They belong to Whip or Whip has the right to use them and they are protected by the applicable copyright laws. The User should not copy, store, process, publish, distribute in initial or processed form, or use in any other way texts, images, or other items contained on the Website and in the Mobile App.

1.4. The User is not entitled to access the source code of the Software, the Website and the Mobile App and has no right to copy or modify it in any way. Any attempt by the User for accessing, copying or changing the program code of the Software, the Website and the Mobile App is considered a violation of these Terms of Use and the rights of Whip.

1.5. The User shall be only entitled to use the Services, the Software, the Website and the Mobile App as long as the User pays his / her fees due or until the termination of the Services or the User Profile by Whip subject to these Terms of Use.

1.6. Whip retains all rights to the Software, the Website and the Mobile App, including the rights to market, licence, make, reproduce, use, distribute and otherwise deal with the Software, the Website and the Mobile App. Whip retains all rights on the Software. The Software is not licensed, not sold, to the User. Whip retains title to and ownership of the Website and the Mobile App, as well as all associated patent, copyright, trademark, trade secret and other intellectual property and proprietary rights. Whip is the rightful user of the Software. No title to or ownership of any or all of the Software is transferred to the User under the Lease agreement and these Terms of Use on any of the Software, the Website and the Mobile App.

1.7. Nothing in this Agreement shall grant, or shall be construed as granting to the User any rights (except for the use of the Services, specifically granted under the Lease agreement) or legal interest in any patents, copyrights, trade secrets, technical data, know-how, logos, trademarks, trade names, Whip Marks or other proprietary rights owned, used or claimed, now or in the future, by Whip or any subsidiary or affiliate companies. Whip reserves all such rights but grants to the User a nonexclusive right during the Term of lease to use the Software, the Website and the Mobile App solely for the purpose of the Lease agreement and solely in accordance with such usage guidelines and product quality and other standards issued from time to time by Whip, provided that Whip's title, ownership / right of use is acknowledged.

1.8. Whip Marks and all their variations, translations and transliterations, as well as the domains with these names belong to Whip. Use of such trademarks, domain names or names, directly or indirectly (such as but not limited to meta tags and other indexing or Internet search techniques) without prior written permission from Whip is prohibited and is punishable by law.

1.9. The User shall not alter, remove, deface or obscure any notice of Whip Mark, patent, copyright, proprietary right or trade secret on the Software, the Website or the Mobile App and shall not add to the Software, the Website, the Mobile App or Documentation any other trademark. Any goodwill arising out of the User's use of any of the Whip Marks hereunder will inure solely to the benefit of Whip.

1.10. Users are only permitted to download the Mobile App for personal and non-commercial purposes. Users are only granted the right to use the Mobile App according to its usual purpose, without the right to modify or copy materials, use its content and materials for commercial or public display, decompile, decompose or reverse engineer its software, remove copyright or other intellectual property rights indications, etc.

1.11. The User shall ensure compliance with this Section of all persons to whom he has granted access to his / her Profile.

1.12. In case of violation of any of the restrictions or obligations, listed in this Section, Whip shall have the right to immediately terminate the use of the Software, the Website, the Mobile App and the Services by the User without notification, prior notice or compensation, as well as to claim compensation for all damages caused and profits lost from the actions of the User.

1.13. The bans for violating the copyrights and other intellectual property rights of Whip are valid for all Third Parties and in case of violation, Whip should be compensated for all damages caused and profits lost from the actions of such Third Parties.

## **2. Restrictions on Software use**

2.1. The User shall have no right to:

2.1.1. Use the Software, the Website, the Mobile App and the e-scooters in any other manner except explicitly stipulated herein;

2.1.2. Copy and install the Software in his own computer network or on other hardware;

2.1.3. Market, resell or sublicense the Software or any parts of it;

2.1.4. Reproduce, distribute, transmit or publish Software's functionality, specific information, process patterns and other valuable information, either with or without valuable consideration, in any form, format or method, including without limitation, by posting on the Internet;

2.1.5. Reproduce, copy and incorporate information/source code from the Software in other Software products or Software;

2.1.6. Otherwise offer the Software as part of a product or service for any commercial use or purpose, either with or without valuable consideration;

2.1.7. Require any delivery, installation or other use of the Software, except for the purpose of Services, described herein;

2.1.8. In any case of use, not explicitly granted to the User in these Terms of Use, the User shall owe Whip a compensation for all damages and lost profits, regardless of any liability limitations, set in these Terms of Use.

## **3. Protection of Proprietary rights**

3.1. When using the Software, the Website and the Mobile App, the User shall comply with these Terms of Use and the applicable legislation and shall respect the rights and legal interests of Whip and Third Parties. The User understands and agrees that Whip has the right to decide which actions and omissions of the User constitute a violation of these Terms of Use and is entitled to take appropriate measures to remedy the violation.

3.2. Whip shall have the right to prohibit the use of the Software, the Website, the Mobile App and the Services by the User in all cases of suspected violation of the law or Whip rights or rights of Third Parties, as well as all cases of potential security risk and / or violation of the normal operation of the Software, the Website and the Mobile App. In this case, Whip shall be entitled to terminate the User's Profile without notification, prior notice and without any compensation or indemnity for loss of User data or other damages.

3.3. The User may not use or allow Third Parties to use the Software, the Website and the Mobile App to undertake and perform attacks and malicious actions on any other computer or electronic system connected to the Internet. The User may not interfere in the proper operation of the Software, the Website and the Mobile App, including, but not only, to not hinder the access of Third Parties, not to make non-granted access, not to impair or hinder availability, reliability or quality of the Software, the Website and the Mobile App to other users, etc.;

3.4. The User is responsible for the confidentiality of his / her access to the Mobile App (username and password) and assumes full responsibility for all activities, actions and statements, including electronic statements made by and / or through his / her Profile. In case of doubt that for some reason the confidentiality of his / her data is under threat, the User shall immediately notify Whip. If the User has not done so, it is considered that all actions through the User profile have been performed by the User personally and the User shall be fully responsible for them.

3.5. The User agrees that Whip has the right to terminate the User Profile and / or the provision of the Services on a temporary or permanent basis and to discontinue the User's access to the Software, the Website and the Mobile App without the obligation for notification, prior notice, indemnity or refund to the User: (a) In the event of a breach of these Terms of Use or e-scooters usage guidelines published on the Website and in the Mobile App; (b) When the User uses the e-scooters, the Services, the Software, the Website or the Mobile App in violation of applicable law, these Terms of Use, e-scooter usage guidelines published on the Website and in the Mobile App, as well as when there is reasonable

doubt about occurrence of such action or omission; (c) In the event of a User breach of legal rights of Whip or Third Party rights; (d) At the discretion of Whip on the basis of these Terms of Use. In all cases of termination Whip is entitled to immediately remove any User information, materials and content from its servers without any notification, prior notice, indemnity or refund to the User.

3.6. The User understands and agrees that Whip has the right to decide which actions of the User constitute a violation of these Terms of Use and to take appropriate measures to remedy the violation at its own discretion.

3.7. In all cases, the User shall be liable for damages directly or indirectly incurred by Whip in connection with improper or unlawful use of the Software, the Website, the Mobile App or violation of these Terms of Use.

## **VI. WARRANTIES AND LIABILITIES**

### **1. Warranties**

1.1. All content of the Software, the Website and the Mobile App are provided "as is" without any warranties by Whip of any kind or nature, express or implied, disclaims and excludes all other warranties including but not limited to: availability, accuracy, reliability, timeliness, completeness, implied warranties, merchantability, fitness for a particular purpose, non-infringement of intellectual property rights, or other related rights. Apart from the above, Whip does not guarantee or make any representations regarding the accuracy, probable results or the reliability of the use for other purposes.

1.2. Whip hereby disclaims and excludes any representations or warranties that the Website and the Mobile App are compatible with any operating system, computer platform or browsers which the User may choose to use, except for those expressly advised by Whip. Whip further disclaims any warranty that the Software, the Website and the Mobile App, including any future correction, modification, update, enhancement, new versions or new releases, will be made compatible with new releases of an operating system, computer platforms and browsers within a specified amount of time, or at all.

1.3. Whip does not guarantee that access to the Software, the Website and the Mobile App will be uninterrupted, secure and error-free.

1.4. Whip is not responsible for interrupted access to the Software, the Website and the Mobile App, as well as for the non-processing or non-timely processing of search queries, including in all circumstances outside its control - force majeure, incidental events, Internet network problems, etc.

1.5. Whip has the right at any time without notice or notification to extend or limit the scope of the Services it provides and to change the terms, including the requirement for payment of Services, the way of access and Service use, registration, etc. Whip is not responsible for damages and lost profits as a result of restriction or change of Services.

1.6. Whip has no obligation to seek facts and circumstances indicating illegal activity of the User in the course of accessing or using the Services, the Software, the Website or the Mobile App.

1.7. The User understands that the e-scooters, the Software, the Website and the Mobile App cannot and shall not be used in the event that (a) they are not properly used or configured due to some action, failure or limitation caused by the User or Third Parties; (b) they have been subjected to illegal use or use in breach of the Terms of Use by the User; the e-scooter is inoperable due to a technical failure, lack of internet connection or bad environmental conditions; or (c) any person other than Whip modifies the e-scooter, the Software, the Website or the Mobile App. Any set up or support actions may also be performed only by Whip.

1.8. Whip expressly disclaims and excludes and the User hereby waives all other warranties, obligations, liabilities of Whip and rights and remedies of the User, express or implied, oral or written, arising by law or otherwise regarding any of the foregoing including, without limitation, any warranties of merchantability, fitness for a particular purpose, non-infringement and any warranties arising from course of performance, course of dealing or usage of the e-scooter, the Software, the Website or the Mobile App. Without limiting the generality of the foregoing, Whip does not warrant that e-scooter, the Software, the Website or the Mobile App will meet the User's requirements or that their operation will be uninterrupted or error free.

1.9. The User shall be responsible for execution of all obligations and activities listed herein, including but not limited to providing accurate data, inspecting the e-scooter and not using it in case of detection of irregularities or lack of

necessary accompanying devices; using the e-scooter in compliance with all safety and legal regulations, included or not herein; returning the e-scooter in compliance with requirements herein.

## **2. Liability. Limitation of Liability**

2.1. In the event that the e-scooter breaks down and the User cannot ride it any more after the ride has started, Whip shall refund to the User the amount of the charged fee for the ride). The User agrees that this amount is a reasonable, fair, proportional and sufficient compensation. Whip shall refund the User only if the User has strictly complied with the requirements and obligations of these Terms of Use. If the User has damaged the e-scooter himself / herself or Whip establishes that the User has not complied with the requirements of the Terms of Use, including inspection of the e-scooter in advance, no refund shall be due.

2.2. In any case the direct damages for Whip are limited to the total amount of the fees, prepaid for the Services, which the User has not been able to use properly in accordance with the present Terms of Use. Whip shall not be liable to the User for any indirect, consequential, incidental, special (including multiple or punitive) or other indirect damages that are claimed to be incurred by the other Party whether such claim arises under contract, tort, lost profits, lost data, business interruption, loss of business reputation or goodwill. In any case Whip shall not be liable for any damages of any sort, if such damages result from actions or omissions of the User or of Third Parties or result from circumstances, which are not under the control of Whip.

## **3. Whip shall not be liable for:**

3.1. Destruction or loss of User or Third-Party property during or in connection with the use of Services by the User or by a Third Party;

3.2. Destruction or loss of data owned by the User for reasons beyond the control of Whip;

3.3. Inability of the User to use the Services, the Software, the Website or the Mobile App, including in all cases due to reasons beyond the control of Whip;

3.4. Claims made by Third Parties against the User in regard to the use of the Services, the Software, the Website or the Mobile App by the User;

3.5. Loss of data, damages or future earnings due to untimely payment for the Services by the User;

3.6. If the User cannot get access due to problems beyond the control of Whip (hardware problem, software problem, a problem with Internet connectivity, etc.).

4. The User shall be fully responsible and shall compensate Whip for any loss or confiscation or damages inflicted on the e-scooters. In case of damages inflicted to the e-scooters by the User or in the course of User's Term of lease, Whip shall be entitled to claim compensation in full for sustained damages. The User hereby gives his / her express consent to Whip to claim all due penalties, lost profits, expenses, indemnities and other amounts. The User shall make full payment for any such amounts due within three days after receiving notification from Whip, following Whip's instructions. This principle and procedure shall be applied in all cases when a compensation or another type of payment is due by the User to Whip.

5. The User shall compensate Whip for all costs and expenses, resulting from the User's noncompliance with the rules and requirements of these Terms of Use or the applicable law.

6. If over the course of use by the User, the e-scooter is confiscated, detained, or any other rights of Whip have been restricted, the User must perform all necessary actions so that the e-scooter is returned to Whip and pay all ensuing penalties and expenses, so that Whip shall not incur any expenses, or obligations for payment or need to perform any actions related to such incident. The User shall compensate Whip for all damages and lost profits, resulting from the occurrence of any of the circumstances indicated in this Section of the Terms of Use.

7. The User shall be fully liable for any breach of legal obligations during the use of the e-scooter and the Services. If the User uses the e-scooter or the Services improperly or breaches the Terms of Use and the incorporated Lease agreement in any way, the User shall compensate Whip for any resulting damages, lost profits and expenses, including reasonable lawyers' fees.

8. Whip shall not be responsible for any action by the User, related with the use of the Services, the Software, the Website or the Mobile App, resulting in but not limited to:

8.1. Damages inflicted to the User himself or to Third Parties, including but not limited death, dismemberment, and/or serious injury and any associated costs which the User agrees to bear full costs, liability, and responsibility for;

8.2. Damages inflicted to the property, belonging to the User or to Third Parties;

8.3. Damages inflicted to the e-scooter, used by the User;

8.4. Damages to other e-scooters or other property of Whip.

8.5. Whip is held harmless by User from any claims against how they have parked the e-scooter as we have outlined safe parking practices. This liability falls on the User who has control of how they are parked.

9. The User shall compensate all Third Parties, who have sustained personal or material damages as a result of the User's use of the Services, the Software, the Website or the Mobile App. The User shall not claim from Whip, Hot Fiyah Entertainment Ltd., and Whip Rideshare Ltd. any compensation for damages personal or material damages, resulting from the User's use of the Services, the Software, the Website or the Mobile App.

10. Whip shall not be responsible for any damages or loss of profits by the User as a consequence of the termination, suspension, modification or limitation of the Services, the Software, the Website or the Mobile App, including all cases that the User has failed to fulfill his / her obligations.

11. Whip shall not be responsible for not providing Services in case of non-payment or delayed payment of amounts due by the User, in case of non-adherence to the guidelines and the legal or technological requirements for use of the e-scooters, the Services, the Software, the Website or the Mobile App, in case of improper handling of the e-scooters, the Services, the Software, the Website or the Mobile App Software, as well as a result of tests performed by Whip to check the Software, connections, networks, etc., or tests aimed at improving or optimising the e-scooters, the Services, the Software, the Website or the Mobile App.

12. Whip has the right, without being liable for any damages or future earnings, to suspend or terminate User's access to the Service and the Software in case that the User uses them in violation of laws, of Third Party rights or of these Terms of Use.

13. Whip shall not be responsible for not providing the Services in circumstances beyond Whip's control - cases of force majeure, problems in the global Internet network or the local infrastructure, lack of other services outside Whip's control, or in case of unauthorised access or intervention by Third Parties to the e-scooters, the Software, the Website or the Mobile App.

14. The User is responsible and shall compensate Whip for any damages and lost profits caused by usage of the e-scooters, the Services, the Software, the Website or the Mobile App by Third Parties, to whom the User has provided access.

15. Whip includes in the Services other services, provided by Third Parties. Whip cannot be and shall not be responsible for the quality of the services provided by Third Parties and shall not be responsible for any damages or lost profits, due to problems with the services from such Third Parties.

16. In no case the fees paid for Services that have already been ordered and whose provision has begun shall be subject to refund.

17. The User shall be responsible to any Third Party, if the User has entered such Third Party information in the Mobile App.

18. The User agrees and declares that for any dispute between Whip and Third Parties or for any penalty, monetary or other, imposed to Whip by a competent authority, any of which having resulted from actions and / or omissions of the User, the User shall compensate Whip for all paid fines, penalties, compensations, damages and other expenses, including reasonable legal fees. This shall apply also in all cases, resulting from fraudulent or illegal acts or omissions of the User; when the User has entered incorrect or false data, has violated the law, Third-Party rights, the copyright of Whip or of any Third Party, etc.

19. The User shall also defend, indemnify, and hold harmless Whip, from and against any claims, suits, liabilities, losses, fines, penalties, damages and expenses arising from any acts or omissions of Whip or its agents or contractors

in connection with the Services, which are not explicitly entered as Whip obligations, including, without limitation, where such Services do not meet the User's manifested needs.

## 20. Replacement rates;

20.1 The User agrees and declares that they waive any right to dispute and accept full responsibility and liability to promptly compensate Whip for the minimum compensation fees for replacement of Whip's equipment namely e-scooters and helmets. These fees will be immediately charged to the User's debit/credit card on file upon Whip's analysing that the damages are beyond normal wear and tear as previously outlined in these Terms of Use and Terms of Service. These replacement rates fees do not exclude the User and do not limit their liability from incurring further damages and associated costs but solely are a reference for the minimum base rate costs to the User for full replacement of physical equipment owned by Whip should the equipment's be deemed lost, stolen, or past the point of repair. This analysis is at the full discretion of Whip and the User shall not have the right to attempt to replace equipment items themselves or find Third Parties to attempt repairs to equipment as an alternative to paying Whip the associated minimum Replacement rates. The User also waives the right to try and find an alternative shipper than that chosen by Whip. The shipping company choice and method, whether it be air/sea, is at the choice and sole discretion of Whip.

20.1.1. Whip e-scooters cost of replacement minimum is US\$3000.00 plus shipping, handling, and any duty fees denominated in US\$.

20.1.2. Whip helmets cost of replacement minimum is US\$150.00 plus shipping, handling, and any duty fees denominated in US\$. Should a helmet be found not to be attached and properly locked to the cable lock as required at the end of a ride then the User will be charged this replacement fee.

21. The User agrees and waives any claims of liability against Whip, Hot Fiyah Entertainment Ltd., and Whip Rideshare Ltd. and holds them harmless and take full financial responsibility for their actions and any outcomes that may occur when they use Whip's Services and any legal and financial consequences that may transpire and any personal or material damages as a result of the User's use of the Services, the Software, the Website or the Mobile App in accordance to this Terms Of Use and Terms Of Service.

## VII. CLAIMS

1. The User has the right to make a claim to Whip if and when the Service provided does not appear to correspond to the Service agreed upon between the User and Whip in these Terms Of Use.

2. Service Claims may be made within 14 days of discovery of the Service's non-compliance.

3. When a non-compliant Service is provided, within one month of receiving a reasonable claim at the latest, Whip will provide a Service that corresponds to these Terms of Use or refund the fees paid by the User partially or fully, depending on the type of non-conformity, but no more than the limitation of liability amount as set forth in the "Liability. Limitation of liability" Section of these Terms of Use.

4. The claim may be submitted to an authorised representative of Whip through the Mobile App, via email to the following email address: grabawhip@gmail.com, via courier or mail or personally to the company secretary Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road, Pembroke HM08 Bermuda, phone: +14412929332

5. When making a claim, the User must indicate the subject of the claim and contact address. When submitting a claim, the User shall attach the documents on which the claim is based, including: 1. a payment document; 2. Protocols, acts or other documents establishing the non-conformity of the Service with the agreed; 3. other documents establishing the claim.

6. Whip may not accept a claim unless the required documentation or an adequate alternative is submitted.

7. The User is not entitled to a claim if the non-conformity of the Services is due to actions or omissions of the User or of Third Parties.

## VIII. RIGHT OF WITHDRAWAL

1. Before starting the use of the e-scooter, the User has the right to withdraw from the Lease agreement without giving any reasons for that not later than 14 days after the Lease agreement was concluded by accepting the Terms of

Use. The withdrawal is done by sending a message to Whip through the Mobile App, via email to the following email address: grabawhip@gmail.com, via courier or mail or personally at the following address for the corporate secretary: Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road, Pembroke HM08 Bermuda, phone: +14412929332 In order to exercise the right of withdrawal, the User should notify Whip of his / her decision to withdraw from the Lease agreement with an unequivocal statement.

2. Withdrawal can be done by filling in and sending the following form, but its use is optional:

**STANDARD FORM FOR EXERCISE OF THE RIGHT OF WITHDRAWAL**

To Hot Fiyah Entertainment Ltd., having its registered address at 12 Newport Gardens, Southampton, SN01 Bermuda, represented by the company secretary Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road, Pembroke HM08 Bermuda, email: grabawhip@gmail.com, phone: +14412929332

I hereby inform you that I would like to withdraw from the Lease agreement with Whip.

Date of conclusion: ..... (specify date of accepting the Terms of Use)

User name: ..... (enter your name)

User Address: ..... (enter your address)

User signature: ..... (if the form is on paper)

Date of notification: .....

3. Upon withdrawal, Whip shall return to the User all prepaid and unused amounts made by the User within 14 days of withdrawal.

4. If refund is due by law, Whip will make the refund by using the same payment method, used by the User at the initial transaction. Eventual costs for the incoming transfers or losses from exchange rates, as well as commissions charged by the bank, shall be borne by the User. The responsibility of proving the duly exercised right of withdrawal lies with the User.

5. The User hereby declares his / her explicit consent and accepts that after starting to use the e-scooter, he / she loses his / her right of withdrawal. The User hereby grants his / her explicit prior consent and accepts the execution start of the contract. The User understands that by agreeing to start the execution of the contract, he / she will lose his / her right of withdrawal.

## **IX. COMPLAINTS**

1. The User has the right to complain if the Services do not comply with these Terms of Use. The complaint may be submitted in electronic or written form and must contain User details, including e-mail, as well as a description of the non-compliance.

2. The complaint may be made by sending a message to Whip through the Mobile App, via email to the following email address: grabawhip@gmail.com, via courier or mail or personally at the following address: Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road, Pembroke HM08 Bermuda

3. The deadline for filing a complaint is 10 days from the respective event.

4. Whip will duly consider complaints submitted within 14 days of receipt and will respond to the e-mail address indicated by the User.

## **X. TERMINATION**

### **1. Lease agreement term**

1.1 The Lease agreement is concluded for an indefinite period of time – from its conclusion to the moment of its termination under these Terms of Use.

### **2. Termination conditions**

2.1. The Lease agreement is considered terminated by the User by tapping “End ride” on the Mobile App as long as the e-scooter is in a parking area or “Whip Zone”.

2.2. If either Party fails to properly perform any of the obligations set forth in the Terms of Use, the other Party may terminate the Lease agreement immediately upon written notice to the failing Party sent by email. The User may not terminate the Lease agreement, if the failure of the Services with is negligible.

2.3. Termination may occur also:

2.3.1. by mutual agreement of the Parties in writing or statements, exchanged via email or via the Mobile app;

2.3.2. in case the User's Profile is terminated under these Terms of Use.

### **3. Effect of Termination**

3.1. Upon termination of the Lease agreement, all rights and obligations of the parties shall cease, except that the User shall not be relieved of its obligations to return any used e-scooters in compliance with the requirements herein and to pay Whip any money due or to become due as of the date of termination.

3.2. The Lease agreement will immediately terminate the rights of the User to use the e-scooters at the time of such termination.

3.3. Upon termination all of the following shall apply:

3.3.1. The User shall immediately cease use of the e-scooters;

3.3.2. All amounts payable or accrued to Whip under the Lease agreement shall become immediately due and payable. All compensations and penalty fees due under these Terms of Use shall be deducted from any amounts prepaid by the User. The User hereby agrees that Whip is entitled to make set offs between prepaid fees, on one hand, and any compensations, penalties and other amounts due by the User.

3.3.3. The remaining amounts after deduction and set off (if any left) will be refunded to the User. The refund will be executed in a timely manner but no sooner than the time period necessary to Whip to establish, if the User has fulfilled all its obligations under these Terms of Use and whether any negative financial or other consequences have ensued from User's actions and omissions under the Lease agreement.

### **4. Acknowledgement**

4.1. Any expiration or termination of the Lease agreement will be final and absolute. The User waives any right, either express or implied by applicable law or otherwise, to renew the Lease agreement, unless agreed to in writing by both Parties hereto. The User may conclude a new Lease agreement as described in these Terms of Use.

## **XI. FORCE MAJEURE**

1. Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. Events of Force Majeure are events beyond the control of the Party which occur after the date of concluding the Lease agreement and which were not reasonably foreseeable at the time of concluding of the Lease agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure will include (without being limited to) war, civil unrest, strikes, lockouts and other general labour disputes, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions and general shortages of energy.

2. If either Party is affected by Force Majeure it will as soon as reasonably practical to notify the other Party in writing or via the Mobile app and take all reasonable steps to mitigate the effect of the Force Majeure.

3. If an event of Force Majeure results in delay or non-performance of a Party for a period of four (4) weeks or longer, then either Party shall have the right to terminate this Agreement with immediate effect without liability towards the other Party.

4. The User agrees and understands that he/she may not use Force Majeure as a legal ground for delay or lack of payment.

## **XII. NOTICES**

1. All notices in connection with the Lease agreement will be in writing and may be delivered by registered mail, courier or e-mail addressed to the other Party at its address set forth below, or sent via the Mobile app functionalities.

2. Notices to Whip:

Address: Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road,  
Pembroke HM08 Bermuda

Email address: grabawhip@gmail.com

Contact person: Alex Marshall

3. Notices to the User: as indicated in the User Profile.

4. The User acknowledges that all his / her statements shall be considered valid and the written form shall be considered complied with by the following actions by the User: sending an e-mail message, pressing an electronic button in the Mobile app to be filled in or choose from or checking a box (check box), etc. Such statements shall be technically recorded in such a way that that can be later reproduced.

### **XIII. MODIFICATIONS**

1. Whip is entitled from time to time to make amendments and improvements to the Website, the Mobile app, the Software and the e-scooters, as well as the form and content of the Services and conditions provided.

2. Whip is entitled to temporarily suspend the Website, the Mobile app and the Services, also for their upgrade and/or update.

3. In the event of legislative changes affecting the conditions for the supply of the Services, these Terms of Use may be unilaterally changed by Whip.

4. In all cases, listed in this Section, Whip shall not be liable for damages and lost profits of the User.

5. In case of amendments in the Terms of Use, Whip shall notify the User by posting in a prominent place on the Website a message and shall notify the User via email or within the Mobile app about the amendments. Whip shall notify the User of any amendments in the Terms of Use no later than 7 days before their enforcement. Amendments in the Terms of Use shall not affect the Services before expiration of the 7-day notice period.

6. If the User continues to use the Services, performs actions on the Website or the Mobile app, the User is deemed to have accepted the amendments. If the User does not want to be bound by the newly amended Terms of Use, the User may terminate the Lease agreement with a 3-day notification to Whip.

### **XIV. SEVERABILITY**

1. Whenever possible each provision of the Lease agreement and these Terms of Use shall be interpreted in such manner as to be effective and valid under applicable law.

2. If any portion of the Lease agreement or these Terms of Use is specifically determined by a court of competent jurisdiction to be invalid or unenforceable, such provision, to the extent that it shall be invalid or unenforceable, shall be considered separate and severable from the Lease agreement or the Terms of Use and any portion of such document or provision to the extent that it shall not be invalid or unenforceable shall not be affected and shall be valid and may be enforced to the full extent permitted by law. Invalid portions may be replaced by the imperative provisions of the law.

### **XV. DISPUTE SETTLEMENT AND APPLICABLE LAW**

1. The Parties shall attempt to resolve any dispute arising out of or in connection with the Lease agreement or these Terms of Use amicably, by mutual agreement.

2. This Lease agreement and any dispute, controversy or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Bermuda.

3. Each party irrevocably agrees that the courts of Bermuda shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

4. Unsolved issues shall be subject to Bermuda law, including when foreign Users shall be involved.

## **XVI. SUPERVISORY AUTHORITIES**

If you believe that we have violated your rights as a consumer, you can file a complaint with the supervisory authority of Bermuda. More information can be found at: [www.gov.bm](http://www.gov.bm) You can also file your complaint in the country where you live, in your workplace or in a place where you believe we are violating our rights.

## **XVII. VISITORS INFORMATION**

All visitors to the Website and the Mobile app should comply with these Terms of Use, including copyrights and other rights of Whip and to abstain from any actions that would damage or endanger the rights or legal interests of Whip

## **XVIII. INFORMATIONS AND CONSENT**

1. By accepting these Terms of Use, the User hereby declares that he/she has been provided with information and is aware of:

- 1.1. the name and address, as well as any other identifying information of Whip;
- 1.2. all characteristics of the goods and services provided by Whip;
- 1.3. information on the composition, packaging, intended use and use of the goods;
- 1.4. the final price of the Services, including all taxes and fees;
- 1.5. the conditions for payment, delivery, performance, terms, etc.;
- 1.6. the conditions, terms and manner of claim and withdrawal;
- 1.7. the period during which the price of the Services is in force;
- 1.8. the terms and periods of warranties and guarantees;
- 1.9. contact information with Whip, including by telephone and e-mail;
- 1.10. the technical steps to conclude the agreement and their legal significance;
- 1.11. the technical means of detecting and correcting errors in the input of information before the agreement conclusion is made;
- 1.12. availability of Services;
- 1.13. dangers associated with the normal use, use or maintenance of the e-scooters;
- 1.14. User's consent to these Terms of Use and the incorporated Lease agreement will be stored electronically and a separate paper contract will not be generated by Whip;
- 1.15. The Lease agreement is concluded in English.

2. The User agrees to the conclusion of a total time used contract as well as advance payments for the delivery of the Services.

# **PRIVACY POLICY**

## **PRIVACY POLICY**

This Privacy Policy is meant to help you understand what data we collect, why we collect it, and what we do with it. Please, take time to read our Privacy policy carefully. We want you to be clear how we're using information and the ways in which you can protect your privacy.

This Privacy Policy applies to your Personal Data when you visit [www.grabawhip.com](http://www.grabawhip.com) (the Website) or use our e-scooter lease services (the Services) through mobile application Whip Rideshare (the Mobile app).

## **WHO WE ARE**

The Company, providing you Services is Hot Fiyah Entertainment Ltd. trading as "Whip", a Bermuda limited liability company, represented by the company secretary Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road, Pembroke HM08 Bermuda, email: [grabawhip@gmail.com](mailto:grabawhip@gmail.com), phone: +14412929332

If you have any questions or requests, please, contact us at: P.O. Box 1198, Hamilton HMEX, Bermuda, or via email: [grabawhip@gmail.com](mailto:grabawhip@gmail.com)

## **PERSONAL DATA WE COLLECT AND HOW WE USE IT**

Personal data is data that describes and is linkable to someone as a person.

We collect some personal data in order to provide the Services to our Users. We will only process personal data for legal reasons. We don't sell or otherwise distribute your personal data. We may share it with our selected service providers only when it is vital for the provision of our Services as explicitly described below.

We collect the following personal data for the purposes described:

1. Names and Usernames – these are necessary for identification of each User, using our Mobile app.
2. Email addresses – these are necessary for authenticating Users before allowing their access to the Services, as well as for providing technical support.
3. Phone numbers - these are necessary for providing technical support and communicating conditions in respect of the Service providing.
4. ID card information – these are necessary for authenticating the identification of each User, using our Mobile app, as well as cross referencing a match to your card on file to prevent fraud and/or protecting us should there be theft/damage claims against our e-scooters.

By filling in the contact details, the User authorizes us to use such contact details for communication with the User in connection with the Services we provide. On the other hand, receiving contact details by the User does not oblige us to contact him / her.

Data processing activities, listed above, are necessary for the performance of our contractual obligations in favor of our Users.

Data processing activities, listed above, are necessary for the performance of our Loyalty Program as well.

If you enter your email address in the newsletter box, we shall consider this as your explicit request to provide you with notifications about our Services, their update, upgrade, amendment, new releases, development and/or termination. You

may withdraw your consent to receive this information at any time by contacting us at: P.O. Box 1198, Hamilton HMEX, Bermuda, or via email: [grabawhip@gmail.com](mailto:grabawhip@gmail.com)

We shall not use any other personal data, entered or uploaded by Users, except for categories of data, described above. We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy. We will ask for your explicit consent before sending you any information about our or third parties services, promotions, discounts and offers that you can use.

Your consent is voluntary, and we will not refuse our Services, if you do not provide us with your consent. However, we believe you will greatly benefit from receiving this information because it will reflect our latest projects and ideas for improving our Services and satisfaction to our users.

You may withdraw your consent to receive this information at any time by writing to us at: P.O. Box 1198, Hamilton HMEX, Bermuda, or via email: [grabawhip@gmail.com](mailto:grabawhip@gmail.com) or via the Mobile App.

## **METHOD OF COLLECTION**

Each User provides personally the personal data, entered or uploaded in the Mobile app.

Users are not allowed to enter third party personal data, including sign up a third party using their email address, without due authorization by such third party. We do not monitor or control the content, entered or uploaded by Users. It is the User's responsibility to provide and guarantee that the processing of personal data activities, performed by the User with our Mobile app are compliant with the requirements of the Personal Information Protection Act 2016.

## **SECURITY MEASURES**

We take appropriate technical and organizational measures to protect your personal data against loss or other forms of unlawful processing. We make sure that in our structure personal data is only accessible by those who need access to do their job, and that they are properly trained and authorized. Our staff is required to conduct in a manner consistent with our guidelines regarding confidentiality, ethics, and appropriate data usage.

## **SUBPROCESSORS AND PROCESSING OUTSIDE OF BERMUDA**

For providing quality Services we may engage third party service providers - Subprocessors, carefully selected according to their capacity for personal data protection and processing in compliance with our obligations under the Personal Information Protection Act 2016. We provide personal data to our Subprocessors only to process it for us, only based on our instructions and only in compliance with our Privacy Policy. We do not sell or disperse your personal data otherwise.

We outsource the following services:

1. Hosting services (GoDaddy);
2. Payment gateway (Stripe). Please, keep in mind that we do not collect, keep or process in any other way your credit or debit card data. Such data is processed only by the Subprocessor. Subprocessor's privacy data policy, personal data support, information and related topics may be found at <https://stripe.com/privacy-center/legal> and <https://support.stripe.com/questions/stripe-and-european-data-transfers>.

We may replace our Subprocessors from time to time following above rules of strict selection. Updated information about the list of current Subprocessors may be found at all times here on our Website and we may inform you about such updates via email or in the Mobile app.

## **INFORMATION WE SHARE**

We do not share personal information with companies, organizations and individuals unless one of the following circumstances applies:

1. With your consent - we will share personal information with companies, organizations or individuals when we have your consent to do so;

2. For making some services possible – to third party processors, as described above;
3. For legal reasons - we will share personal information with companies, organizations or individuals, if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:
  - a) meet any applicable law, regulation, legal process or enforceable governmental request;
  - b) collect due amounts from the User;
  - c) enforce applicable Terms of Use, including investigation of potential violations;
  - d) detect, prevent, or otherwise address fraud, security or technical issues;
  - e) protect against harm to the rights, property or safety of ours, our Users or the public as required or permitted by law.

We may share non-personally identifiable information publicly and with our partners. For example, we may share information publicly to show trends about the general use of our Services.

## **MINORS**

We provide Services to and allow our Mobile app to be used only by persons aged 16 and over.

If we obtain actual knowledge that we have collected personal data from a person under the age of 16, we will promptly delete it, unless we are legally obligated to retain such data.

Please, contact us, if you believe that we have mistakenly or unintentionally collected information from a person under the age of 16.

## **DATA DELETION**

In general, we process User data while the User is using our Services and 1 year afterwards in order to prevent loss of data, valuable for the User and compliance with applicable legislation and the Terms of Use, settlement of disputes and collection of due amounts.

The information received through our contact forms is stored for up to 12 (twelve) months in order to efficiently satisfy all received requests and enquiries.

## **YOUR RIGHTS**

You have the right to request a copy of your personal data at any time, to check the accuracy of the stored information, to correct or update this information, to ask for your personal information to be deleted if there are grounds for doing so, as described below. You also have the right to complain when your privacy rights have been violated. Below is a detailed description of your rights as a personal data subject:

- you have the right to request a confirmation if personal data relating to you are being processed and to request a copy of your personal data as well as the information relating to the collection, processing and storage of your personal data.
- you have the right to request your personal data to be deleted if there are any of the following grounds: personal data are no longer necessary for the purposes for which they have been collected; where you have objected against the processing when the processing is unlawful; where data is processed with your consent and you withdraw that consent; where personal data must be deleted in order to comply with a legal obligation under Bermuda. You may be denied to delete your personal data for the following reasons: exercising of the right to freedom of expression and the right to information; to comply with our legal obligation or to carry out a task of public interest or in the exercise of the official authority that has been granted to us; for reasons of public interest in the field of public health; for the establishment, exercising or protection of legal claims.

- you have the right to request your personal data to be corrected if it is inaccurate or to be supplemented if it is incomplete.
- you have the right to request to restrict the processing of your personal data if applicable and there is a reason to do so, for example: you dispute the accuracy of personal data for a period that allows us to verify the accuracy of personal data; the processing is illegal, but you do not want personal data to be deleted but only to be limited; we do not need any more personal data for the purposes of processing, but you require them to identify, exercise or protect your legal claims; you have objected against the treatment pending verification that our legitimate grounds have an advantage over your interests.
- you have the right to request to receive personal data that concern you and which you have provided in a structured, widely used and machine readable format, and you have the right to transfer this data to another administrator when the processing is based on consent or on contractual obligation and the processing is done in an automated manner.
- you have the right to make an objection against the processing of your personal data by contacting us at [grabawhip@gmail.com](mailto:grabawhip@gmail.com), via courier or mail at the following address: Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road, Pembroke HM08 Bermuda, if there are reasons to do so.

You can address all requests via courier or mail at the following address: Alexander Management Ltd. Belvedere Building, 69 Pitts Bay Road, Pembroke HM08 Bermuda or via email: [grabawhip@gmail.com](mailto:grabawhip@gmail.com), In order to be able to provide you with full assistance, please provide us with accurate information about you and specify your request. It is possible that, in the exercise of your rights, we may ask for additional information to establish your identity.

Please keep in mind that when your requests are clearly unreasonable or excessive, in particular because of their repeatability, we can:

1. to charge a fee, taking into account the administrative costs of providing information or communication or undertaking the requested activities, or
2. to refuse to take actions on the request.

We will make reasonable efforts to respect your request within 30 days of receiving your application. If necessary, this term may be extended by a further two months, taking into account the complexity and the number of requests.

We may reject requests that are unreasonably repetitive, require disproportionate technical effort (for example, developing a new system or fundamentally changing an existing practice), risk the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup systems). Where we can provide information access and correction, we will do so for free, except where it would require a disproportionate effort.

If you file a privacy-related complaint, we will collect your name and/or company name, name of a complaint-related person, email, and country location and details that gave rise to your complaint. We will use the information you provide to investigate your complaint and to send you an answer once your complaint is reviewed.

## **SUPERVISORY AUTHORITY**

If you think we have infringed your privacy rights, you can lodge a complaint with the supervisory authority of Bermuda. More information can be found at: [www.gov.bm](http://www.gov.bm)

You can also lodge your complaint in particular in the country where you live, your place of work or place where you believe we infringed your right(s).