

BICYCLE RENTAL AGREEMENT IMPORTANT - READ THIS CAREFULLY BEFORE RENTING THE BICYCLE.

THIS BICYCLE RENTAL AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN THE SERK (THE OWNER) AND YOU, AS THE RENTER AND USER OF THE BICYCLE.

OWNER IS WILLING TO ALLOW YOU RENT AND USE THE BICYCLE ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THIS AGREEMENT. IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, SIGN BENEATH THIS AGREEMENT TO COMPLETE YOUR AGREEMENT AND ACCEPTANCE. BY RENTING OR USING THE BICYCLE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OWNER IS UNWILLING TO ALLOW YOU TO RENT OR USE THE BICYCLE. IN SUCH CASE, DO NOT COMPLETE THE AGREEMENT PROCESS AND SELECT THE “I DO NOT AGREE”, “I DO NOT ACCEPT”, OR “NO” BUTTON BENEATH THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO RENT THE BICYCLE OR ANY OTHER EQUIPMENT.

This Agreement is effective on the date you agree to the terms and conditions as provided herein (“Effective Date”). You and Owner agree as follows:

1. RISK AND LIABILITY TERMS

1.1 Acknowledgement of Risks. You understand and acknowledge that bicycling is a hazardous activity and entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. You understand that such risks cannot be eliminated by Owner without jeopardizing the essential qualities of this activity. The risks include, without limitation, falling, collision with highway or roadway vehicles, striking obstructions or other person, unsafe speed of travel for conditions, equipment failure, and weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration). You acknowledge all the risks of operating a bicycle on streets, roads, bike paths, bike lanes, and in traffic, including but not limited to the risks of serious bodily injury or death from falling off the bicycle, colliding with other bicycles, motorcycles, motor vehicles or other objects, hitting potholes, or suffer sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, or brakes failing, and hazards relating to weather conditions. You understand that bicycle protective gear such as helmets and gloves are recommended, but they do not eliminate the risk and may not reduce the risk of injury in the event of an accident.

1.2 Assumption of Risk. YOU KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO THE OPERATION AND

POSSESSION OF THE BICYCLE, INCLUDING, WITHOUT LIMITATION ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY WHICH MAY RESULT FROM THE OPERATION OF THE BICYCLE OR YOUR POSSESSION OF THE BICYCLE DUE TO ANY NEGLIGENCE OF OWNER, SERK, THEIR AGENTS, EMPLOYEES, OFFICERS, PARTNERS, PARENT OWNER, SUCCESSORS AND/OR ASSIGNS. DESPITE KNOWING ALL ASSOCIATED RISKS, YOU FREELY ASSUME ALL RISKS OF PERSONAL INJURY AND/OR DAMAGE IN THE OPERATION OF THIS BICYCLE AND YOU AGREE TO HOLD OWNER AND SERK HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE.

1.3 Waiver and Release. In consideration of Owner renting you the Bicycle, you specifically release and forever discharge Owner, SERK, and their affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which you may suffer while renting this Bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Owner, SERK, or their affiliates, officers, agents, or employees. It is your express intent by this Agreement to release Owner and SERK and hold them harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Owner or SERK or whether based upon breach of contract, breach of warranty, or any other legal theory. In agreeing to this Agreement, you fully recognize that if injury, illness, death or damage occurs to you while you are engaged in renting this Bicycle or participating in bicycling, you will have no right to make a claim or file a lawsuit against Owner, SERK or its or their affiliates, officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

1.4 Indemnification. You agree to indemnify and hold harmless Owner and SERK, Inc. (“SERK”) and their subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from, related to, or in any way connected with, or resulting from your participation in this activity or your use of the Bicycle, including without limitation the possession, use, operation, or return of the Bicycle, including any such claims which allege negligent acts or omissions on the part of Owner or SERK. Should Owner or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, you agree to indemnify and hold them harmless for all such fees and costs.

2. Third Party Claims. Owner is not responsible if you cause injury to another person or if you damage another Bicycle, vehicle or personal property of another. You agree to protect, defend, indemnify, hold harmless Owner and pay any claim, including attorneys’ fees, brought by a third party arising out of your use of the Bicycle and for any liability associated with any personal accident/injury as a result of your use of the Bicycle.

2.1 Insurance. You certify that you have adequate insurance to cover any injury or damage you may cause or suffer while participating in the activity, or else you agree to bear

the costs of such injury or damage yourself. You understand and agree that any insurance coverage you maintain, whether liability, casualty, personal or health, shall constitute the primary coverage in the event of any loss, injury, death or damage to person or property while using or operating the Bicycle.

2.2 Physical Condition. You understand you should be in good physical health to participate in bicycling. You certify that you have no medical or physical conditions which could interfere with your safety in this activity, or else you are willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition.

3. RENTAL TERMS

3.1 Bicycle Usage. No other person may drive or otherwise operate the Bicycle except you. You are prohibited from carrying any passengers on the Bicycle at any time. You may not add any kind of seat or modification to allow someone to ride on the rear fender, and no one may ride on the handlebars at any time. You are prohibited from pulling or towing any passenger or object with the Bicycle at any time.

3.2 Bicycle Return. You agree to return the Bicycle to Owner in the same condition as received, except for ordinary wear and tear (which does not include flat tires), on the due date and time and at the location specified by Owner at time of rental. You agree to return the Bicycle sooner if so demanded by Owner. You understand that there may be rate or special charges if you return the Bicycle at a different time, date, or location than indicated in this Agreement.

3.3 Repossession. Owner may repossess the Bicycle at any time if: (a) the Bicycle is used in violation of law; (b) it appears the Bicycle is abandoned, (c) the Bicycle is used in violation of any term or condition in this Agreement, (d) you made a misrepresentation to Owner or (e) you fail to return the Bicycle when due. Owner is not required to notify you in advance of repossession.

3.4 Prohibited Use of the Bicycle. Use of the Bicycle is restricted to the general geographical area agreed upon by you and the Owner. You will not operate Bicycle outside of this area and will not remove Bicycle from this area. You agree not use or permit the Bicycle to be used for hire or in any location that operation would be illegal or a nuisance to others. You will not use or permit the Bicycle to be used for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes you liable to Owner for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

3.5 Damage to Bicycle. You shall pay Owner for all losses and/or damage to the Bicycle, regardless of fault (e.g. you agree to pay for the loss even though someone else caused the damage or is at fault). You are also responsible for all theft or vandalism losses, even if you are not at fault for making the theft or vandalism possible. If the Bicycle is damaged, you agree to pay the reasonable costs of repair and diminution in value, if any. If

the Bicycle is damaged beyond reasonable repair (as determined by Owner), you shall be responsible for the retail fair market value of the Bicycle, less any salvage value if applicable. In addition to the above, you shall also be responsible for the reasonable down time (“Loss of Use”), reasonable administrative fee as determined by Owner or specified by law, plus any towing, pick-up and/or storage charges. In the event of theft, you shall be responsible for paying Loss of Use at the daily rate for each 24 hours you delay in paying the total loss. You are also responsible for any loss if you: (a) abuse the Bicycle or violate any prohibited use or operation as specified in this Agreement; (b) drive recklessly; (c) drive while under the influence of alcohol or a controlled substance; (d) fail to promptly report an accident to the police and Owner; (d) fails to complete an accident report; (e) obtain the Bicycle through fraud or misrepresentation; or (f) uses the Bicycle for an illegal purpose. You authorize Owner to collect from a responsible third party any applicable loss and/or damage. In the event Owner obtains a recovery from a third party after you have paid Owner for all or part of any loss, Owner will refund to you any excess above the amount of the loss plus administrative fees and other incurred collection and costs and attorneys' fees.

3.6 Payment. You agree to pay upon demand all rates, charges, (including those applicable to miscellaneous services and equipment), plus applicable taxes, fees, and surcharges (if applicable), which may apply to the Bicycle rental, including, without limitation, charges for loss and/or damage to the Bicycle. You understand that all charges are not final and are subject to audit. You specifically agree and authorize SERK or Owner to make any charges by the method of payment used by you at time of reservation and/or rental, including your credit card if that form of payment is utilized.

3.7 Credit Reserve and Payment. You understands that you must deposit an amount (to be used against the final bill) equal to the estimated total charge for the bicycle rental at the rates indicated in this Agreement. You authorize the Owner to place any amounts due from you as a result of the Bicycle rental on to your credit card, if that form of payment is utilized.

3.8 Repairs. You agree that you will be responsible for any unauthorized repairs or modifications to the Bicycle. You understand that Owner will not reimburse you for any authorized repairs without receipts. All repairs needed as a result of the use of the Bicycle will be performed at the normal labor rates and the cost of such repairs, including all parts, shall be paid by you.

3.9 Ownership. The Bicycle, at all times, remains the exclusive property of Owner. You are responsible for damage to or loss of Bicycle. If the Bicycle is lost, destroyed or damaged beyond repair in the judgment of Owner, you agree to pay Owner the value of Bicycle.

4. GENERAL PROVISIONS

4.1 No Warranty. THE BICYCLE IS PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BICYCLE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, OWNER DOES NOT WARRANT THAT THE BICYCLE OR ANY RENTAL WILL MEET YOUR REQUIREMENTS.

4.2 Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OWNER OR SERK, THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE BICYCLE, INCLUDING WITHOUT LIMITATION ANY RENTAL.

(b) IF OWNER OR SERK, OR THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR SUPPLIERS BE LIABLE ARE FOUND TO BE LIABLE, SUCH LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES YOU PAID AND (B) \$100.

(c) THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SERK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- 1. 4.3 Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you.
- 2. 4.4 Third Party Beneficiary.** SERK shall be an intended third party beneficiary of this Agreement with the full rights to

enforce the provisions relating to SERK herein.

4.5 Governing Law. This Agreement shall be governed by the internal substantive laws of China, without respect to its conflict of laws principles. Any claim or dispute between you and Owner that arises in whole or in part from the rental of the Bicycle shall be decided exclusively by a court of competent jurisdiction closest to Owner's residence.

4.6 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

4.7 Entire Agreement/Severability. This Agreement shall constitute the entire agreement between you and Owner concerning the rental of the Bicycle. If a court of competent jurisdiction deems any provision of this Agreement invalid, the invalidity of such

provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.