



## **TERMS AND CONDITIONS**

Version of JUNE 13TH 2022

### **1 – Parties**

These General Conditions of Use of the Service (hereinafter referred to as “GCUS”) define, as from their acceptance by the Client, the conditions of access and use of the HELLO SCOOT’ Service, as these terms are defined below.


The HELLO SCOOT’ platform is service for short-term scooter and self-service bicycle rentals offered by the limited liability company HELLO SCOOT’ registered under the number TAHITI D30321 (hereafter “HELLO SCOOT”).

Contact details of HELLO SCOOT’:

- <https://helloscoot.com>
- Email via the site : [contact@helloscoot.com](mailto:contact@helloscoot.com)
- +689 40 54 54 40
- SAS HELLO SCOOT’- BP 20443 – 98713 Papeete
- 27 Avenue Clémenceau 98713 Papeete

By creating a User Account and using the Platform’s services, the User agrees to abide by these GCUS.

### **Article 2 – Definitions**

 Application: Refers to the mobile application “HELLO SCOOT”, edited by HELLO SCOOT’, allowing the use of the Platform. This application is free to download and executable from a smartphone or a tablet (iOS or Android).

It allows any User to :

- obtain information about the Platform, including consulting these GCUS,
- register on the Platform,
- to log in to the platform and access their account information,
- subscribe to a package,
- Locate the parking lots where HELLO SCOOT’ Vehicles are located,
- unlock and lock the Vehicle,
- view the number of kilometers they did,
- contact HELLO SCOOT’.



**User's Accessories:** Refers to the personal items of the User and the person he or she is travelling with, which are carried during a Rental.

**Vehicle Accessories :** Refers to the approved helmet and all the documents present in the Vehicle and supplied by HELLO SCOOT', namely: copy of the Vehicle's registration document , copy of the Vehicle's insurance certificate and copy of the accident report.

**Guarantee (or security deposit):** Pre-authorization of the User's bank card, made at the time of subscription, allowing HELLO SCOOT' to deduct the corresponding sum in the event of non-return of the Vehicle.

**User Account :** Refers to the customer's account created by the User and allowing him / her to access the Platform .

**General Conditions of Use of the Service or GCUS:** Refers to the present document, which sets out the conditions that the User must accept and comply with in order to use the Platform and make a Rental.

**Ride:** Time of rental of the Vehicle by the User.

**Reserved Area:** Area in which the User can perform the Unlocking and Return of the Vehicle.

**Package:** Refers to a subscription plan offered to the User.

**Rental:** All actions performed by the User in connection with the mobile Application, the Vehicle and the Vehicle accessories, including:

- **Reservation:** Action of reserving a Vehicle through the Application or the Site;
- **Unlocking:** Action of unlocking the Vehicle through the Application via Bluetooth or Wifi connection;
- **Use:** Any action of the User relating to the Vehicle carried out between the Unlocking and the Return;
- **Return:** Action of parking the Vehicle, putting the helmet in the top box, locking the Vehicle and clicking the "End Rental" button in the Application.

The Rental starts as soon as the Vehicle is unlocked and ends when it is returned. At the end of the Return, the User will receive a message in the Application confirming the Return with a summary of his ride. During the Rental, the Vehicle may only be driven by the registered User who has specifically reserved the Vehicle.

**Parties:** Designates together HELLO SCOOT' and the User, customer of HELLO SCOOT'.

**Stop:** Refers to the temporary stopping of the Vehicle during a Rental.

**Platform:** Refers to the self-service Vehicle rental service offered by HELLO SCOOT'. It allows the use of the Application and the Site as well as the rental of the Vehicle.

**Reservation:** Refers to the action of reserving a Vehicle via the Application or the Site, prior to Rental. After making a Reservation, the User has 20 minutes to get to the Vehicle and unlock it. If he does not respect this time limit, the Reservation is canceled without penalty. The User may cancel his reservation free of charge, as long as he has not



proceeded to Unlock the reserved Vehicle. At the time of Rental, the Vehicle can only be driven by the registered User who has specifically reserved the Vehicle.

Site: Refers to the website <https://helloscoot.com>, as well as the sub-sites, mirror sites, portals and URL variations related thereto, administered by HELLO SCOOT' and made available to Users and prospects.

It allows any User to:

- obtain information about the Platform, including consulting these GCUS,
- register on the Platform,
- to identify themselves and access their account information
- subscribe to a package,
- Locate the parking lots where the HELLO SCOOT' Vehicles are located,
- consult the number of kilometers traveled,
- contact HELLO SCOOT'.

User: The User is the customer of HELLO SCOOT'. Refers to any natural person of legal age with the capacity to contract, who creates a User Account, accepts the present GCU, buys and uses the services of the Platform through the Application or the Site. Rentals may only be made by Users for their personal use.

Vehicle: Refers to the electrically-assisted scooter or bicycle used within the framework of the services offered by HELLO SCOOT'. It is identified by its registration plate or its number defined by HELLO SCOOT'.

### **ARTICLE 3 – PURPOSE AND SCOPE**

The purpose of these GCUS is to define the conditions of use of the Platform as well as the conditions applicable to the Rentals. Any use of the Platform and the services offered by HELLO SCOOT' is subject to the User's compliance with the GCUS.

By creating a User Account on the Application or on the Site, the User acknowledges that he or she has previously read these GCUS and accepts them without any restriction. These GCUS are applicable to any Vehicle Rental by the User, to the exclusion of all other conditions. These GCUS constitute the entire agreement between the Parties. HELLO SCOOT' reserves the right to modify these GCUS at any time. Any modification of the present Terms and Conditions will be deemed accepted and enforceable against the User if the User, having been informed of the said modifications, continues to make Rentals.

### **ARTICLE 4 – TERMS OF ACCESS TO SERVICES**

#### **4.1. Downloading the Application**

The User may download the Application from the Apple Store and Google Play platforms. The process of downloading from the Apple Store or Google Play is governed by the terms and conditions of their respective publishers. Once the Application has been downloaded, the User may proceed with its installation on a smartphone or tablet (iOS or Android). However, the User will only be able to use the Application and thus access



the Services once a user account has been created. HELLO SCOOT' cannot guarantee the compatibility of the Application with the User's Smartphone.

#### **4. 2 Creating a User Account**

In order to be able to use the Platform and make a Rental, the User must register through the Application or the Site.

The User must be an adult with the capacity to contract and accept these GCUS.

Registration involves:

- filling in the following information: last name, first name, date of birth, postal address, e-mail address, telephone,
- uploading a file in pdf format to the Application or the Site containing a copy of his or her official identity card or passport, as well as a copy of his or her valid driver's license (for scooters only),
- Filling in the information relating to his bank card (card number, validity period and CVV code), associated with his bank account opened at a bank that accepts direct debit authorizations.

The User must ensure the consistency and accuracy of the information provided.

By entering his or her credit card numbers, the User grants a credit card debit authorization to HELLO SCOOT'.

In case of breaches indicated in Article 9 giving rise to penalties, HELLO SCOOT' will debit the corresponding amount from the User's bank account, through his credit card registered on the Platform. In the absence of authorization to debit, the User will not be able to access the Platform and the services.

Refusal by the User to provide such information and declarations will have the effect of preventing the creation of the User's account as well as, incidentally, the use of the services.

For the creation of his account, the User is solely responsible for the choice of his identifiers with respect to the rights of third parties, particularly with regard to identity theft or intellectual property rights, as well as for maintaining their confidentiality. In case of loss or oblivion of identifiers, the User must contact HELLO SCOOT'.

The registration is validated after verification of these elements by HELLO SCOOT'. HELLO SCOOT' reserves the right to carry out these verifications again at any time, which the User expressly accepts.

The User receives by email the confirmation of his registration, allowing him then to use the Platform. HELLO SCOOT' does not guarantee any delay between a registration request and its taking application.

The User undertakes to regularly check and update the data concerning him / her. In case of withdrawal of a permit, the User is required to immediately inform HELLO SCOOT' by all possible means.

The registration is unlimited in time as long as the User complies with all the GCUS.



As the Platform is non-binding, the User is free to stop using the Platform at any time. The User may unsubscribe at any time by requesting this from HELLO SCOOT' by e-mail at [contact@helloscoot.com](mailto:contact@helloscoot.com). The balance of prepaid or offered minutes, if positive, as well as any other advantage acquired by the User, if any, will be definitively lost by the User and will not be refunded under any circumstances. The unsubscription is effective only after full payment of all sums owed by the User to HELLO SCOOT'.

#### **4.3. Reservation, Unlocking and Use of the Vehicle**

After confirmation of his registration, the User will be able to use the Platform and make Reservations and Rentals.

The User can rent a vehicle for an unlimited time and the payment will be done at the end. The User can buy credits before rental and pay with it.

In order to use the Vehicle, the User must follow three steps:

##### **Step 1: Finding and reserving a Vehicle**

The User visualizes the location of the Vehicles on the Application or on the Site and reserves, via the Application or the Site, the Vehicle that he wishes to rent. HELLO SCOOT' Vehicles are parked in areas reserved for this purpose.

##### **Step 2:**

After making a Reservation, the User has 20 minutes to get to the Vehicle and unlock it. If he does not respect this time limit, the Reservation is canceled without penalty. The User may cancel his reservation free of charge. At the time of Rental, the Vehicle may be driven only by the registered User who has specifically reserved the Vehicle.

##### **Step 3:**

Once in the vicinity of the Vehicle, the User may unlock it. Unlocking is carried out via the Application via a Bluetooth or Wifi connection.

Before starting the ride, the User must inspect the Vehicle and report any apparent defects or faults in the Vehicle or Vehicle Accessories by calling HELLO SCOOT'. If necessary, the User will also be invited to take pictures of the Vehicle. In the event that the Vehicle shows significant damage, HELLO SCOOT' reserves the right to prohibit the User from using the Vehicle and will then propose to the User to reserve another Vehicle.

After performing these checks, the User can retrieve the helmet in the top box and start his ride.

The User has the possibility, during his ride, to pause the Rental and to park the Vehicle. During the break, the User can lock the Vehicle and store the helmet in the top case. The User may end the Rental if he / she wishes, after checking that the helmet is in the top box and clicking on "End Rental" in the Application.

The Rental ends when the Vehicle is returned. At the end of the Return, the User will receive a message in the Application confirming the Return and containing a summary of his ride. If the User does not receive confirmation of the Return, he must contact HELLO SCOOT' as soon as possible.

Contact details of HELLO SCOOT':



- <https://helloscoot.com>
- Email via the site: [contact@helloscoot.com](mailto:contact@helloscoot.com)
- +689 40 54 54 40

HELLO SCOOT' operating hours are 24/7. The customer service is open from 8 am to 5pm, Monday to Friday.

If the User does not notify HELLO SCOOT', the price of the ride will be due in full and the Vehicle will remain under the responsibility of the User .

In the event of a dispute over the duration of use of the service by the User, the data delivered by the HELLO SCOOT' computer server are authentic.

## **ARTICLE 5 – RATES AND PAYMENTS**

### **5.1 Rates**

The rates for the Packages are available at any time on the Application and the Site, under the heading " Rates".

The applicable prices and penalties are those displayed on the price list in force on the day of the Reservation. Rates are valid from December 2, 2020. They may be revised at any time by HELLO SCOOT'.

The prices indicated on the current price list are understood to be in pacific francs, all taxes included.

The price includes: the price of access to the service subscribed to by the User and the price of use which is variable according to the type of Vehicle and the duration of the rental, including all costs relating to the electricity supplying the Vehicle and the charging of the batteries.

The Rental is billed from the time the Vehicle is Unlocked to the time it is Returned, by the minute. Any Rental minute started is counted and billed as a full minute. The User may rent several Vehicles one after the other.

The rates and conditions linked to each Package may be subject to commercial discounts over periods set by decision of HELLO SCOOT'.

The packages offered by the Platform are listed in Appendix 1.

Each package is strictly personal and non-transferable.

### **5.2. Invoices**

Each invoice can be accessed by the User in the "My Account" section available on the Application and the Site.

The User can access his invoices, in which the place of Vehicle Unlocking, the place of Vehicle Return and the duration of the Rental are indicated.

### **5.3 Payments**



The User authorizes HELLO SCOOT' to debit the amount due under the Package and / or paying uses from the credit card registered on his User Account.

The User makes payments by means of a credit card debit authorization granted to HELLO SCOOT' at the time of registration. HELLO SCOOT' reserves the right to refuse or cancel the creation of an account or access to the Platform to any User who does not meet the conditions required in the present GCUS.

Credit card payments are made through secure transactions. Only bank cards from the Carte Bleue, Visa and MasterCard networks are accepted.

Within the framework of credit card payments, HELLO SCOOT' has no access to any data relating to the User ' s means of payment. The payment is made directly via the payment intermediary.

In the event of the expiry of the validity period of his bank card, the User undertakes to update the references of his new bank card in his User Account by giving at least fifteen days' notice before the expiry of the initial bank card.

The User is informed that the provisions relating to the possible fraudulent use of his or her bank card are those resulting from the agreement concluded between the User and the bank issuing his or her bank card. As HELLO SCOOT' is not required to verify the identity of each User, HELLO SCOOT' cannot be held accountable in the event of fraudulent use of a User's means of payment.

#### **5 . 4 Deposit**

No surcharge is charged to the User except in specific cases expressly accepted by the User. No security deposit is required from the User, except from customers not registered on HELLO SCOOT' application, the penalties being deducted, if applicable, by means of the credit card direct debit authorization granted by the User to HELLO SCOOT'.

At the end of the creation of his User Account , the User is informed that when registering his credit card, HELLO SCOOT' makes, for a subscription on the Site or the Application, a credit card imprint which authorizes HELLO SCOOT' to take all or part of the amounts presented in appendices, in the cases of breaches indicated in Article 9 and giving rise to penalties. In the absence of a direct debit authorization, the User will not be able to access the Platform and the services.

A summary of penalties is provided in Appendix 2. A price list of spare parts can be found in Appendix 4.

HELLO SCOOT' reserves the right to deduct the amount corresponding to the observed breaches. In accordance with Article 9 of the GCUS, the User also authorizes HELLO SCOOT' to deduct the sums due by the User as penalties in the event of the User's failure to comply with the terms of use of the Platform.

#### **5 .4. Default of payment**

Agreed payment dates cannot be delayed under any pretext whatsoever, including in the event of a dispute.

Any amount not paid on the due date will generate, automatically and without formal notice, the application of late payment penalties calculated on the basis of a rate equal to three times the legal interest rate, without this penalty affecting the due date of the sums due in principal.



In addition, any delay in payment will result in the invoicing to the defaulting User of collection fees in the amount of 20% of the sum due under the penalty clause, the immediate payment of all sums remaining due regardless of the agreed deadlines, as well as the possibility of suspending and / or terminating the contract unilaterally at the User's expense.

### **5.5. Offenses and penalties**

Within the framework of the Rental, the User is required to pay directly any parking fees and fines established against him.

The User shall be solely responsible for the consequences of any traffic violation and, in general, any criminal, civil or administrative offense that occurs during the Rental and for which he is legally responsible.

In this context, HELLO SCOOT' will be legally obliged to indicate the identity of the User to the competent authorities upon receipt of any report of infringement, formal notice or summons involving a Vehicle at the time of its Rental by the User.

### **ARTICLE 6 – OBLIGATIONS OF THE USER**

In general, HELLO SCOOT' reserves the right to contact the User by e-mail or telephone in the event of failure to comply with any of its obligations listed below.

The User commits to use the Platform and the Vehicle in a normal and private manner. In this respect, the User commits in particular to use the Platform and the Vehicle in a prudent, diligent and informed manner, in compliance with these GCUS and the Highway Code.

The User assumes custody of the Vehicle removed. The User shall avoid its degradation, destruction or disappearance. The User must systematically lock the Vehicle with its anti-theft system at a fixed point as soon as it stops outside the station.

The User commits to treat the Vehicle with care and consideration and to respect the prescribed speed.

The User undertakes to remove and return the Vehicle within the time limits of the authorized period of use.

The User accepts in advance that any failure to comply with this obligation will entitle HELLO SCOOT' to the payment of a lump-sum penalty, the final amount of which is fixed according to the terms and conditions set out in Article 9.

In the event that the use of a Vehicle is found to be contrary to the provisions of these GCUS, the User commits to return the Vehicle at any time, at the first request of HELLO SCOOT' or its representatives.

The User commits to report as soon as possible to HELLO SCOOT', at the latest within 24 hours following the occurrence of the event, the loss or theft of the Vehicle, or any other problem relating to the Vehicle or to the use of his User Account, the Vehicle remaining in any case under his responsibility until its Return.

The User is solely responsible for updating his / her personal information and for the damaging consequences that could result from the absence of communication of any modification relating thereto. In order to maintain access to the Service, the User undertakes to maintain a valid credit card during the period of his registration. If





necessary, he updates his contact details and the validity date of his card directly on his User Account.

## **6.1 Inspection of the Vehicle**

Before using the Vehicle, the User must report any defect or apparent defect affecting the Vehicle or the Vehicle Accessories by calling HELLO SCOOT'. In particular, the User must check the correct operation of the brakes by quickly depressing each brake lever: if a brake lever touches the handle, the Vehicle must under no circumstances be put into service. If necessary, the User will also be invited to take pictures of the Vehicle.

In the event that the Vehicle shows significant damage, HELLO SCOOT' reserves the right to prohibit the User from using the Vehicle. HELLO SCOOT' may then offer the User to change Vehicle.

## **6.2. Use of the Vehicle**

At the time of the Vehicle Rental, the User agrees:

- to behave in a civil and responsible manner, especially towards other drivers, pedestrians or cyclists;
- to respect the highway code and the regulations in force, both for traffic and for the temporary stopping and parking of Scooters;
- to report immediately to HELLO SCOOT' any damage due to shocks or accidents or heavy soiling, to always secure the Vehicle against theft, making sure that it is properly closed after the end of the Rental period and at each temporary stop, including by activating the steering lock;
- to ensure that, when using a Vehicle, the battery is sufficiently charged to return the Vehicle to a service area ;
- to ensure that the battery of his smartphone is sufficiently charged to be able to end the Rental;
- to use the Vehicle with a helmet of an appropriate size, the User may also use his own helmet, under his own responsibility.

### **6. 2 .1. Starting**

During the start-up phase, the User must ensure that the relevant parts of the Vehicle (mirrors) have been properly adjusted and that the helmet has been fitted.

### **6. 2 .2. Stops and parking lots**

When stopping or parking, the User shall:

- Place the Vehicle on its stand;
- Place the helmet and, if applicable, the Vehicle Accessories in the trunk integrated into the Vehicle provided for this purpose;
- Turn and hold the handlebar to the left to the stop;
- Lock the Vehicle using the Application;



– Check that the handlebars are locked before moving away from the Vehicle.

#### 6.2.3. Driving

The User shall ensure that the Vehicle is driven in a responsible manner and in compliance with the regulations in force and these GCUS.

#### 6.2.4. Carriage of a passenger

The User may carry a passenger over 14 years old on the Vehicle provided that the passenger respects, and causes the passenger to respect, the general obligations of prudence and safety and adapts his or her conduct accordingly. In particular, the passenger must be equipped with a helmet. The total laden weight may in no case exceed 150 kg.

#### 6.2.5. State of play

The User undertakes to report immediately to HELLO SCOOT' any damage suffered by the Vehicle during the Rental period.

### **6.3. Behavior in case of accidents, damage, defects, repairs or traffic violations**

#### 6.3.1. Occurrence of damage

In case of accident and / or breakdown, the User must imperatively contact HELLO SCOOT' at the following number: +689 40 54 40.

In the event of an accidental bodily injury, the User will have previously contacted the emergency and police services. In the event of an accident, the User undertakes to inform the police and fire department that an electric vehicle is involved in an accident.

In any case and insofar as the User is in the capacity to do so, he shall:

- Put on the safety vest provided by HELLO SCOOT';
- Stay close to the Scooter;
- Provide assistance to emergency and police services on site;
- If necessary, write the accident report;
- Collaborate with HELLO SCOOT' and / or its insurer during and after the accident.

The User agrees to remain at the scene of the accident until:

- The police report is completed;
- HELLO SCOOT' agreed that measures to preserve evidence and mitigate damage were taken;
- The Scooter has been handed over to a towing company or, after agreement with HELLO SCOOT', has been safely parked elsewhere or moved by the User.

#### 6.3.2. Claim report

HELLO SCOOT' will provide the User with a form relating to the declaration of the claim. This form must be duly completed and returned by the User to HELLO SCOOT' as



soon as possible and within 2 working days after the occurrence of the damage, at the following address: SARL HELLO SCOOT' – BP 20805 – 98713 Papeete. If the User does not send to HELLO SCOOT' the duly completed claim form, the insurance company will not be able to compensate HELLO SCOOT' for the costs of the accident. In this case, HELLO SCOOT' reserves the right to charge the User for all costs related to the accident for persons, objects and vehicles.

## **6. 4 . Return of the Vehicle**

### 6. 4. 1. Voluntary surrender

In order to proceed with the Return, the User will:

- Park the Vehicle in a service area and according to the same terms and conditions as during a stop;
- Put the Vehicle on its stand;
- Replace the helmet and, if applicable, the Vehicle Accessories in the trunk integrated into the Vehicle provided for this purpose;
- Turns and holds the handlebar to the left at the stop;
- Locks the Vehicle through the Application;
- Check that the handlebars are locked before moving away from the Vehicle.

The Return is only finalized after the Vehicle has been locked via the Application, by clicking on "End Rental". At the end of the Return, the User will receive a message in the Application confirming the Return and containing a summary of his journey. If the User does not receive confirmation of the Return, he must contact HELLO SCOOT' as soon as possible.

### 6. 4. 2. Forced return

The Forced Restitution will take place under the following assumptions:

- When the User does not comply with these T&Cs, HELLO SCOOT' may automatically lock the Vehicle. However, if the User drives the Vehicle after the expiry of the time limit, the Forced Return takes place when the Vehicle is stopped. The User must then, where applicable, in addition to the Rental charges, pay the penalties in accordance with these GCUS.
- Where the Vehicle has been involved in a Motor Vehicle Accident, Restitution is deemed to take place at the time the Vehicle is picked up by the towing company.

### 6. 4. 3. Problem during Restitution

If a problem occurs during the Restitution, the User must call HELLO SCOOT' in order to solve this problem. The User must then wait in the vicinity of the Vehicle until HELLO SCOOT' has communicated the instructions necessary for a proper Return.

## **ARTICLE 7 – RESTRICTIONS ON THE USE OF THE SERVICE**

Access to the service is forbidden to people under 20 years of age, accompanied or not.



You are reminded that access to the Platform and the Vehicle is strictly personal. It is therefore forbidden for the User to lend, rent or transfer the Vehicle.

The User is authorized to use the Vehicle under the terms of these TOU, which excludes in particular:

- any use contrary to the provisions of the applicable traffic regulations, in particular the provisions of the highway code;
- any use on land or in conditions likely to damage the Vehicle;
- the transport in the front basket of a load of more than 10 kg;
- any use of the Vehicle that may endanger the User or third parties;
- any dismantling or attempt to dismantle all or part of the Vehicle;
- more generally, any abnormal use of a Vehicle.

The Vehicle cannot support a total load of more than 150 kg.

HELLO SCOOT' reserves the right to suspend the User's account, by operation of law and without compensation, if the User does not comply with these GCUS.

When Renting a Vehicle, the User shall not:

- driving the Vehicle under the influence of alcohol, drugs or medication, which could affect his or her ability to drive;
- use the Vehicle for off-road travel, motor vehicle racing or racing of any kind;
- use the Vehicle in weather conditions for which the Vehicle is not suitable due to its properties;
- use the Vehicle for vehicle testing, driver training or for commercial carpooling of people;
- to drive the Vehicle in the context of the transport of goods free of charge or against payment;
- to use the Vehicle for learning to drive;
- to drive the Vehicle as part of tours or regular visits for professional purposes;
- carry with the Vehicle objects or substances, which impede safe driving due to their nature, size, shape or weight,
- towing, pushing or pulling any vehicle or object;
- use the Vehicle to commit civil or criminal offenses;
- Roughly dirtying, painting or applying stickers to the Vehicle;
- carry out repairs, modifications or conversions on the Vehicle on its own initiative or to have them carried out;



- undertake trips abroad with the Vehicle;
- move or remove objects, which are part of the Vehicle's equipment, in particular batteries;
- put a Vehicle into service without prior Reservation and / or to continue its Use after Return. Failing this, the User undertakes to pay HELLO SCOOT' a penalty of 250,000 CFP francs as a penalty clause, without prejudice to HELLO SCOOT' being entitled to claim damages and interest at a later date and to initiate criminal proceedings;
- allow a third party to drive the Vehicle.

## **ARTICLE 8 – DECLARATIONS AND RESPONSIBILITY OF THE USER**

The User is solely responsible for the authorizations and declarations relating to the use of the Platform and the Vehicle. The User declares that he or she has the necessary rights and authorizations for this purpose. Where applicable, the User declares that he has first carried out any necessary steps, such as requests for authorizations and administrative declarations. The lack of such declarations and authorizations shall in no way call into question the validity of this contract. In particular, the User shall remain bound to pay HELLO SCOOT' the price and compensation provided for in the present GCUS. The User guarantees HELLO SCOOT' against any recourse which would be undertaken against it in the event of failure to make such declarations and authorizations.

The User declares that he has received from HELLO SCOOT' all useful explanations and details that may enable him to use the Vehicle and the Vehicle's Accessories, which are the subject of these GCUS. The User declares that he is able to use a Vehicle and that he is in a physical condition suitable for such use (sufficient height, good health, etc.).

The User acknowledges that he or she has entered into the contract with full knowledge of the facts and with all the necessary information enabling him or her to give free and informed consent.

As the Vehicle is placed under the responsibility of the User, it is recommended that, prior to the actual use of the Vehicle, the User carry out a basic check of its main apparent functional elements.

The User is solely and entirely responsible for any damage caused by the use of the Vehicle during the entire Period of Use.

The User commits to inform HELLO SCOOT' of any circumstance likely to affect the execution of the present contract as soon as he is aware of it, in particular as regards a possible failure relating to the conditions of registration. In this case, access to the Platform will be immediately suspended with regard to the User until the User has been able to demonstrate to HELLO SCOOT' that the problem has been resolved.

In case of disappearance of the Vehicle for which the User is responsible, the User is obliged to report this disappearance to HELLO SCOOT' within 24 hours following the initial loan and to file a complaint with the police within 48 hours for theft of the Vehicle, which remains under its full and entire responsibility until a copy of the said complaint is communicated to HELLO SCOOT'.

The User is liable to HELLO SCOOT' for damages and losses attributable to him / her, as well as for the pecuniary consequences of a traffic violation. This includes in particular the theft, damage or loss of the Vehicle and / or the Vehicle Accessories. HELLO SCOOT' reserves the right to claim full compensation from the User for damage and losses



suffered by the Vehicle and / or the Vehicle Accessories, in particular due to their deterioration or the towing of the Vehicle

In any case, the User guarantees HELLO SCOOT' against any action resulting from his use of the Platform, the Application, the Site or the Vehicle, including legal fees and against any damages that could be claimed from HELLO SCOOT' as a result of the use of the Service by the User.

The User undertakes to inform HELLO SCOOT' as soon as possible of the loss or theft of his Smartphone so that HELLO SCOOT' can block all access to the Application in order to prevent any misuse by a third party. The User remains liable for any use of the Service through the Application installed on the User's Smartphone as long as the User has not notified HELLO SCOOT' of the loss or theft of his Smartphone.

## **ARTICLE 9 – PENALTIES**

The User authorizes HELLO SCOOT' to debit the amount due under the Package and / or paying uses from the credit card registered on his User Account. By entering his or her credit card numbers, the User authorizes HELLO SCOOT' to debit his or her credit card for the benefit of HELLO SCOOT'.

In the event of breaches giving rise to penalties, HELLO SCOOT' will debit the corresponding amount from the User's bank account, through his bank card registered on the Platform. In the absence of a direct debit authorization, the User will not be able to access the Platform and the services.

The nature of the breaches and the amount of the related penalties are set out in Appendix 2.

HELLO SCOOT' reserves the right to terminate the User's User Account and the User's Package by operation of law if the User does not comply with the present GCUS, in particular the conditions provided for in this article, including in the event of theft, vandalism, endangerment of others, non-payment of invoices.

## **ARTICLE 10 – DATA PROCESSING AND LIBERTIES**

By creating a User Account and registering on the Platform, the User consents to the collection and processing of his personal data by HELLO SCOOT' or any designated service provider, in accordance with the provisions of the law 78-17 of 6 January 1978 as amended.

HELLO SCOOT' is responsible for the processing of the data collected within the framework of the use of the Platform and the Rental service. The recipient of the data is HELLO SCOOT'. In this respect, the User accepts that his personal information will be stored and processed.

The User has the right to access, rectify, modify, oppose and delete personal data concerning him / her. If the User wishes to exercise this right, he simply has to make a request directly to HELLO SCOOT' by e-mail at [contact@helloscoot.com](mailto:contact@helloscoot.com) or by mail to the postal address SARL HELLO SCOOT' – BP 20805 – 98713 Papeete .

Depending on the choice made during the creation or consultation of his User Account, the User is likely to receive commercial offers from HELLO SCOOT', by email, telephone or SMS according to the choice made during the creation of the User Account.

### **10.1 . Collection of personal data**



The personal data collected by HELLO SCOOT' are the following:

#### 10 .1.1 . Opening an account

When creating the User's account:

- surname, first name, date of birth, postal address, e-mail address and telephone number of the User,
- copy of the User's official identity card or passport, as well as a copy of his / her valid driving license (for scooters only),
- information relating to the User's bank card (card number, period of validity and CVV code), associated with his bank account opened at a bank that accepts direct debits by direct debit authorization.

#### 10 .1.2 . Connection

When the user logs into the Application or to the Site, they record, in particular, his surname, first name, connection, use, location and payment data.

#### 10 .1. 3. Use of the Vehicle

The geolocation of the place of Unlocking and the place of Return of the Vehicle, as well as the route.

#### 10 .1. 4 . Payment

Within the framework of the payment of the proposed services, HELLO SCOOT' records financial data relating to the User's bank account or credit card.

#### 10 .1. 5 Cookies

Cookies are used, within the framework of the use of the site. The User has the possibility to deactivate cookies from the parameters of his browser.

### **10 .2 . Use of personal data**

The personal data collected from Users is intended to provide the Platform's services, improve them and maintain a secure environment. More specifically, the uses are as follows:

- access and use of the Platform by the User;
- management of the Platform, the Application and the Site;
- Vehicle Management;
- organization of the conditions of use of the payment services;
- verification, identification and authentication of the data transmitted by the User;
- implementation of a user support;
- prevention and detection of fraud, malware (malicious software) and security incident management;



- management of possible disputes with Users;
- sending commercial and advertising information, according to the User ' s preferences.

This data is kept for the duration strictly necessary to achieve the purpose for which it was collected, in accordance with simplified standard n ° NS- 048.

### **10 .3 Sharing of personal data with third parties**

Personal data may be shared with third party companies in the following cases:

- when the user uses the payment services, for the implementation of these services, HELLO SCOOT' is in relation with third party banking and financial companies with which it has concluded contracts;
- when HELLO SCOOT' uses the services of service providers to provide user support, advertising and payment services. These service providers have a limited access to the user's data, within the framework of the execution of these services, and have a contractual obligation to use them in accordance with the provisions of the applicable regulations on the protection of personal data;
- if required by law, HELLO SCOOT' may carry out the transmission of data to follow up claims against HELLO SCOOT' and to comply with administrative and judicial procedures;
- if HELLO SCOOT' is involved in a merger, acquisition, disposal of assets or receivership proceedings, it may be required to sell or share all or part of its assets, including personal data. In this case, users will be informed before personal data is transferred to a third party.

### **10 . 4. Security and confidentiality**

HELLO SCOOT' implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and HELLO SCOOT' cannot guarantee the security of the transmission or storage of information on the Internet.

### **ARTICLE 11 – INTELLECTUAL PROPERTY**

HELLO SCOOT' offers the User to download the Application free of charge on his smartphone or tablet. In this context, HELLO SCOOT' grants the User, on a non-exclusive basis, an end-user license for the Application. The license is granted for the whole world and for all languages. The license only covers the right to reproduce the Application, for the sole purpose of downloading the Application and its execution, as well as the right to use the Application, excluding:

- any reproduction with a view to marketing, circulation, rebroadcasting, distribution, publication of the Application or installation of the Application on a computer other than those of the User;
- any representation, even partial, of the Application, in particular by means of online public communications or public screenings;





– any translation, adaptation, arrangement or modification of the Application, as well as any export or merger of the latter with other computer applications.

– any compilation, decompilation, disassembly, translation, analysis, reverse engineering of the Application.

The rights to use the Application are personal and non-transferable.

The data, musical samples, texts, logos, photographs, animated or not animated images and their formatting appearing on the Application and the Site are the property of HELLO SCOOT' and are protected as such by the provisions of the intellectual property code. The User commits not to use them and not to allow anyone to use these contents for illegal purposes.

## **ARTICLE 12 – INSURANCE**

During the Rental period, the User benefits from the insurance taken out by HELLO SCOOT'. Appendix 3 contains a summary table of the deductibles applicable by guarantee.

The cost of the insurance is included in the cost of renting the Scooter.

Are excluded from the warranty :

- does so voluntarily,
- damage caused to goods and objects carried by the Vehicle,
- compensation for damage suffered by the authors, co-authors or accomplices of the theft of the Vehicle,
- payment of fines and impound fees.

Excluded from this guarantee is the physical injury of the driver who :

- is not allowed to drive,
- at the time of loss, was driving under the influence of an alcoholic condition as defined by applicable law or of narcotics not medically prescribed, unless the loss is unrelated to such condition or he refused to submit to checks to establish proof of such conditions,
- participates as a competitor in events, races or competitions or in their trials,
- circulates in a place not regulated by the highway code.

## **ARTICLE 13 – HELLO SCOOT' LIABILITY**

HELLO SCOOT' only responds to an obligation of means concerning the services subject to the present GCUS.

HELLO SCOOT' shall not be liable for the use of the Vehicle by the User or for the loss or damage to the User's property or person in connection with the use of the Platform, the Application, the Site or the Vehicle. The User is solely responsible for his or her conduct, driving condition and Use of the Vehicle and the Vehicle's accessories. HELLO SCOOT' cannot be held liable in this respect.



HELLO SCOOT' reserves the right to totally or partially interrupt the Platform, the Application, the Site or the Rental, without prior notice and for an indefinite period of time, in particular in the event of an exceptional event and / or force majeure and / or major fault of the User.

The contents are published on the Application and the Site for information purposes only, without any guarantee of accuracy. HELLO SCOOT' cannot be held responsible for any omission, inaccuracy or any error contained in this information and which could cause direct or indirect damage to the User.

The responsibility of HELLO SCOOT' is limited to certain, direct and foreseeable damages.

#### **ARTICLE 14 – SETTLEMENT OF DISPUTES**

In the event of a claim on one of his Rentals, the User provides the number of the corresponding Reservation, in order to allow the identification of the Unlocking and Return times of the Vehicle .

The GCUS and the relationship between the User and HELLO SCOOT' are subject to French law.

In the event of a complaint, the User may contact HELLO SCOOT' on Monday to Friday 8am to 4pm, at the following telephone number: +689 40 54 54 40, by e-mail at: [contact@helloscoot.com](mailto:contact@helloscoot.com) or by post at the address SARL HELLO SCOOT' – BP 20805 – 98713 Papeete. In these last two cases, HELLO SCOOT' commits to provide an answer within 3 business days for e-mails and 5 to 7 working days for postal mail.

The User has a period of 6 months from the disputed event.

The User is informed of the possibility of resorting, in the event of a dispute, to a conventional mediation procedure or any other alternative means of dispute resolution. The User must have previously submitted a written complaint to HELLO SCOOT'.

Failing to reach an amicable resolution, any dispute relating to the interpretation, execution or breach of these GCU , and / or the relationship between the User and HELLO SCOOT', will be submitted to the sole jurisdiction of the Court of First Instance of Papeete, notwithstanding plurality of defendants and / or appeal in warranty, even for emergency proceedings or conservatory proceedings in summary proceedings or by petition.

#### **ARTICLE 15 – APPLICATION AND ENFORCEABILITY OF THE GENERAL CONDITIONS**

These GCUS apply to any use of the Platform, the Application and the Site by a User and are available at any time at <https://helloscoot.com>.

The User undertakes to read and accept the GCUS before using the Platform, the Application or the Site for the first time, by ticking the relevant box. The User is informed that the mere fact of using the Platform, the Application or the Site implies full and unreserved acceptance of all the stipulations provided for in these GCUS. He acknowledges that he is fully aware that his agreement concerning the content of the GCUS does not require the handwritten or electronic signature of a document.

HELLO SCOOT' reserves the right to modify the GCUS at any time, without notice, it being understood that such modifications will only be applicable to subscriptions and uses made



after such modifications. It is imperative that the User consults and accepts the GCUS at the time of subscription and use of the service via the Application or the Site, in particular in order to ascertain the provisions applicable thereto.

The fact that HELLO SCOOT' does not take advantage, at a given time, of one of the provisions of the present GCU, cannot be interpreted as a waiver of the right to take advantage of it at a later date.

In the event that one of the clauses of the GCUS is declared null, illegal or unenforceable, in whole or in part, the other clauses will remain in force and will continue to have full effect.

In the event that HELLO SCOOT' chooses to entrust the Platform to another company, the User accepts that his Subscription and the present GCU are automatically transferred to the new operator, whoever it may be.

HELLO SCOOT' reserves the right to make any modification to the present GCU at any time. If a modification is made to the present GCUS, HELLO SCOOT' undertakes to publish the new version on its website. HELLO SCOOT' will also inform users of the modification by e-mail, within a minimum period of 15 days before the effective date.

If the User does not agree with the terms of the new wording of the TOS, he or she has the possibility to delete his or her account.



## Appendix 1 : Prices

Rates proposed on the platform are the following :

<b>Rates</b>	<b>Caractéristique</b>
Minute	49 francs CFP per minute
Day	4490 francs CFP per day



## Appendix 2 : Summary table of penalties

Service	Prices
Vehicle abandoned during a rental outside homezone or on a private area : fees for transportation to Hello Scoot' headquarter	30 000 XPF
Fees for transportation to Hello Scoot' headquarter in case of battery failure outside homezone	30 000 XPF
Transportation of scooter in case of inconvenient parking	5 000 XPF
Fees for transportation to Hello Scoot' headquarter in case of battery failure inside homezone	5 000 XPF
Fees for payment default	5 000 XPF + service suspension
Helmet lost or damaged	15 000 XPF
Undeclared claim : handling fees	5 000 XPF + service suspension
Vehicle collection or parking fine : administrative fees + repatriation costs	20 000 XPF + actual costs of the fine and downtime of the Vehicle paid for in rental
Fine : administration fees	5 000 XPF
Various scratches – Fees	5 000 XPF
Cleaning fees	5 000 XPF



### Appendix 3 : Summary table of deductibles applicable per guarantee

#### Guarantees included Franchises

<b>Public liability</b>	Personal injury: unlimited amount of cover Material damage: amount of guarantee limited to € 100,000,000.00 Without franchise
<b>Advance on material recourse</b>	
<b>Criminal Defense and Recourse Following Accident</b>	Legal intervention for disputes involving a sum greater than or equal to € 500.00 Ceilings and conditions according to the Protection and Defense of your rights guarantees provided for in the General Conditions
<b>Legal Protection of your Vehicle</b>	Legal intervention for disputes involving a sum greater than or equal to € 500.00 Ceilings and conditions according to the guarantees Legal protection provided for in the General Conditions
<b>Assistance 0 km</b>	Without kilometer deductible
<b>Basic Personal</b>	Current health expenditure: ceiling of € 800.00 Death benefit: € 4,600.00 Permanent functional deficit: ceiling of € 15,300.00 The value of the point of incapacity is equal to 1% of the ceiling
<b>Theft</b>	
<b>Fire</b>	
<b>Forces of nature</b>	
<b>Damage all accidents</b>	
<b>Helmet</b>	No franchise
<b>Broken glass</b>	No franchise



#### Appendix 4 : Spare parts price list

This price list is provided for information only. HELLO SCOOT 'reserves the right to modify it at any time.

Type	Description	Price VAT included + workforce
OTHER PARTS	Handle end	2 000 XPF
OTHER PARTS	Saddle lock cylinder	5 000 XPF
OTHER PARTS	Honk	5 000 XPF
OTHER PARTS	Steering column bearing kit	12 000 XPF
VARIOUS ACCESSORIES	Charlotte	
OTHER PARTS	Front brake lever	5 000 XPF
OTHER PARTS	ARR brake lever	5 000 XPF
CHROME PLASTIC PARTS	ARR fire cone / Yellow	5 000 XPF
CHROME PLASTIC PARTS	Rear front mudguard / Yellow	5 000 XPF
CHROME PLASTIC PARTS	Front fork cover (pair)	5 000 XPF
CHROME PLASTIC PARTS	License plate holder / Yellow	5 000 XPF
CHROME PLASTIC PARTS	Front fender trim	5 000 XPF
CHROME PLASTIC PARTS	Suspension bolts (pair)	5 000 XPF
CHROME PLASTIC PARTS	Right Rear Wing Closure / Yellow	5 000 XPF
CHROME PLASTIC PARTS	Front headlight trim	6 000 XPF
CHROME PLASTIC PARTS	Under-seat fairing closure / Yellow	6 000 XPF
OTHER PARTS	Right Comodo	10 000 XPF
OTHER PARTS	Left Comodo	10 000 XPF
LAMPS AND ELECTRICAL PARTS	Left front indicator	10 000 XPF
LAMPS AND ELECTRICAL	Right front indicator	10 000 XPF



PARTS

LAMPS AND ELECTRICAL PARTS	Right rear indicator	10 000 XPF
LAMPS AND ELECTRICAL PARTS	Left rear indicator	10 000 XPF
METAL AND FRAME PARTS	Gas handle	10 000 XPF
METAL AND FRAME PARTS	Side stand	10 000 XPF
CHROME PLASTIC PARTS	Apron cover / Yellow	20 000 XPF
CHROME PLASTIC PARTS	Upper handlebar fairing / Yellow	10 000 XPF
CHROME PLASTIC PARTS	Swingarm cover / Yellow	10 000 XPF
OTHER PARTS	Front shocks x2	10 000 XPF
VARIOUS ACCESSORIES	Phone holder	5 000 XPF
VARIOUS ACCESSORIES	Aluminum flooring strips	5 000 XPF
LAMPS AND ELECTRICAL PARTS	Front light LED	15 000 XPF
METAL AND FRAME PARTS	Handlebar	30 000 XPF
METAL AND FRAME PARTS	Central stand	30 000 XPF
CHROME PLASTIC PARTS	Column cover fairing / Yellow	10 000 XPF
OTHER PARTS	Mirrors x2	7 500 XPF
CHROME PLASTIC PARTS	Front under-seat fairing / Yellow	17 000 XPF
CHROME PLASTIC PARTS	Front mudguard front / Yellow	10 000 XPF
CHROME PLASTIC PARTS	Front mudguard front / Yellow	10 000 XPF
CHROME PLASTIC PARTS	Lower footrest / Yellow	10 000 XPF
OTHER PARTS	Battery Cable	20 000 XPF
OTHER PARTS	Saddle	20 000 XPF
OTHER PARTS	Counter	20 000 XPF





OTHER PARTS	Tires Front / Rear 110/70/12:	20 000 XPF
CHROME PLASTIC PARTS	Tires Front / Rear 110/70/12	20 000 XPF
CHROME PLASTIC PARTS	Under-seat fairing	10 000 XPF
CHROME PLASTIC PARTS	Upper footrest / Yellow	10 000 XPF
CHROME PLASTIC PARTS	Rear wing left / Yellow	10 000 XPF
OTHER PARTS	Rear wing right / Yellow	10 000 XPF
METAL AND FRAME PARTS	ARR wheel	30 000 XPF
METAL AND FRAME PARTS	Fork Av.	30 000 XPF
VARIOUS ACCESSORIES	ARR shock absorber	40 000 XPF
VARIOUS ACCESSORIES	Top-case support	50 000 XPF
CHROME PLASTIC PARTS	Top case	40 000 XPF
OTHER PARTS	Apron / Yellow	50 000 XPF
OTHER PARTS	Front brake kit	50 000 XPF
AUTRES PIECES	Rear optic	15 000 XPF