

RENTAL AGREEMENT

RIDE TO OWN TERMS AND CONDITIONS

1. INTRODUCTION

- (a) These terms set out the terms and conditions that apply to your rental and, if applicable, subsequent purchase of an E-Bike (defined below) from us, Zoomo Pty Ltd (ABN: 25 617 521 150) (**us, we, our**).
- (b) Please read these terms carefully. By completing the associated form (**RTO Form**) and ticking the tick box on the RTO Form, you are agreeing to these terms and entering into a binding contract with us.

2. RIDE TO OWN PLAN AND BENEFITS

- (a) Renting and purchasing an E-Bike from us is where, as part of the rental plan, you have the benefit of owning the E-Bike after renting:
 - (i) for a new E-Bike (**New E-Bike**), 36 consecutive weeks; or
 - (ii) for a used E-Bike (**Used E-Bike**), 26 consecutive weeks, (**RTO Plan**).
- (b) In addition, the RTO Plan includes other benefits such as regular servicing (**Benefits**). Details of what Benefits are included are available on our website at www.ridezoomo.com (**Website**) and our mobile application (**App**).

3. RENTAL AND PURCHASE OF E-Bike

3.1. E-BIKE RENTAL

We will lease to you and you agree to rent the E-Bike with the serial number set out in the RTO Form (**E-Bike**) on a week by week basis.

3.2. INITIAL PAYMENT AND WEEKLY RENTAL FEE

In exchange for leasing the E-Bike to you, you agree to pay us:

- (a) upfront, the down payment amount as set out in the RTO Form (**Down Payment**); and

- (b) each week during the Rental Period, the rental fee amount, as set out in the RTO Form (**Weekly Rental Fee**).

3.3. TOTAL AMOUNT PAYABLE

- (a) The total amount you will pay for the RTO Plan is set out in the RTO Form (**Total Cost**). The Total Cost is the sum of the Down Payment and either:
 - (i) 36 x the Weekly Rental Fee for a New E-Bike; or
 - (ii) 26 x Weekly Rental Fee for a Used E-Bike.
- (b) Once you pay (in full):
 - (i) the Weekly Fee for 36 weeks for a New E-Bike or 26 weeks for a Used E-Bike; or
 - (ii) the balance of the Total Cost, title to the E-Bike will transfer to you. This means you will now be the owner of the E-Bike (**Completion**).
- (c) The Weekly Rental Fees are not payments towards the E-Bike. This means the Weekly Rental Fees won't be refunded if you cancel the RTO Plan. The Weekly Rental Fees are for:
 - (i) leasing the E-Bike; and
 - (ii) the benefits of the RTO Plan (for example, regular servicing and free repairs for wear and tear).

3.4. RENTAL PERIOD

Your RTO Plan will start on the date you accept these terms and will continue until:

- (a) Completion;
- (b) you cancel the RTO Plan; or
- (c) we terminate the RTO Plan in accordance with clause 16, (**Rental Period**).

4. BUSINESS PURPOSE

4.1. ONLY AVAILABLE FOR BUSINESS PURPOSES

- (a) The RTO Plan is only available for the rental and purchase of the E-Bike for wholly or predominantly business purposes. This means that more than

50% of your usage for the E-Bike must be for business purposes.

- (b) Nothing in these terms are intended to create a consumer lease to which Part 11 of the National Credit Code in Schedule 1 of the *National Credit Protection Act 2009* (Cth) applies.
- (c) Business purposes means you will be using the E-Bike predominantly for your business to provide services, for example, to provide courier services by delivering food and groceries, and any use for personal, domestic or household purposes will not exceed 50%.

4.2. SHARING YOUR INFORMATION

If you are going to use the E-Bike for delivery companies (e.g. Deliveroo, DoorDash, UberEats) you authorise us to share your details with the delivery company to confirm that you have an active account.

5. REGULAR SERVICING

5.1. DURING RENTAL PERIOD

- (a) Regular servicing is included as part of the RTO Plan during the Rental Period (**Servicing**).
- (b) How often Servicing is required will depend on your usage.

5.2. WEAR AND TEAR INCLUDED, REPAIR COST FOR DAMAGE

- (a) Servicing includes general maintenance and repairs for wear and tear.
- (b) You will need to pay for damage that is above wear and tear, for example, a bent wheel.
- (c) Refer to these terms, Zoomo's website (www.ridezoomo.com) or ask in store for current scope of the standard services provided by Zoomo and pricing.
- (d) We may change the inclusions for wear and tear and costs for repairing damage from time to time. Any changes made will feature on our website, and it is your responsibility to check it regularly so that you are aware of the latest services and

pricing. If you have any questions regarding our repair prices, you can contact our stores for more information.

5.3. UNSCHEDULED SERVICING

We are committed to organising additional servicing if we identify any issues with our E-Bikes. If we let you know additional unscheduled servicing is required, please ensure to bring in the E-Bike as soon as possible after booking an appointment with us.

5.4. AFTER RENTAL PERIOD

Servicing is only available during the Rental Period. After Completion (when ownership of the E-Bike transfers to you) you will need to pay for any Servicing at the price offered by Zoomo at the conclusion of your RTO Plan.

6. FEES AND PAYMENT

6.1. FEES AND AMOUNTS PAYABLE

Under the RTO Plan you will be required to pay:

- (a) the Down Payment, upfront on the same day as you collect the E-Bike, or in three equal instalments over the course of 3 months (if offered by Zoomo, at its discretion);
- (b) the Weekly Rental Fee in advance at the beginning of each week; and
- (c) if applicable:
 - (i) cost to repair any damage to the E-Bike (not including wear and tear);
 - (ii) a \$3 administrative fee each time a payment is late or unsuccessful;
 - (iii) interest on any unpaid amounts;
 - (iv) reasonable third party fees, costs and expenses for collecting any unpaid amounts and repossessing the E-Bike; and
 - (v) the Cancellation Fee (defined below).

6.2. DIRECT DEBIT FOR WEEKLY RENTAL FEE

The Weekly Rental Fee will be automatically direct debited from your nominated account.

6.3. INTEREST

Interest of 15% p.a. will be charged on all unpaid fee amounts. Interest will be calculated daily and start from the due date for payment until actual payment is received in full.

6.4. THIRD PARTY DEBT COLLECTORS AND REPOSSESSORS

- (a) We may use third party debt collectors for unpaid amounts as well as third parties to repossess the E-Bike.
- (b) You will be liable (responsible) for paying the reasonable fees, costs and expenses of these third parties.

6.5. PAYMENT PROVIDER

We use third-party payment providers (**Payment Providers**) to collect payments. The processing of payments by Payment Providers will be subject to the terms and privacy policy of the Payment Providers and we are not liable (responsible) for the security or performance of the Payment Providers.

7. CANCELLING YOUR RTO PLAN

7.1. NO MINIMUM TERM

- (a) You may cancel the RTO Plan during the Rental Period by:
 - (i) calling us and booking a time to return the E-Bike; or
 - (ii) booking a time to return the E-Bike via the App.
- (b) If you choose to cancel the RTO Plan prior to the expiry of the Rental Period, you will be responsible for payment for all fees up until the date of termination plus fifty (50) percent of all such remaining fees pursuant to your rental plan (**Cancellation Fee**).
- (c) Once the E-Bike has been returned, the RTO Plan will automatically end at the end of the week.
- (d) We may inspect the E-Bike before accepting it for return. You must pay for

any damage that is above fair wear and tear.

7.2. NO REFUND OF WEEKLY RENTAL FEES OR DOWN PAYMENT

The Weekly Rental Fees and Down Payment will not be refunded if you cancel the RTO Plan.

8. USING THE E-BIKE, YOUR OBLIGATIONS

Up until Completion (when ownership of the E-Bike transfers to you) you must:

- (a) not allow any other person to use the E-Bike;
- (b) only use the E-Bike wholly or predominantly for business purposes;
- (c) before each ride, complete a general safety and maintenance check on the E-Bike;
- (d) only use the E-Bike in a safe and responsible manner;
- (e) only use the E-Bike for its intended purpose (commuting and last-mile delivery);
- (f) follow all applicable road and transport laws;
- (g) keep the E-Bike in the same condition as when it was first given to you (not including any wear and tear);
- (h) not modify the E-Bike or replace any parts not approved by us;
- (i) bring in the E-Bike for regular Servicing and any additional unscheduled servicing;
- (j) pay to repair any damage to the E-Bike that is not wear and tear; and
- (k) keep the E-Bike locked to an immovable object (for example a post or railing) using the lock provided by us when it is unattended.

9. OWNERSHIP OF THE E-BIKE DURING THE RENTAL PERIOD

9.1. TITLE

Until Completion (when ownership of the E-Bike transfers to you), we retain full title (ownership) to the E-Bike.

9.2. CONTINUOUS RENTAL

Title (ownership) of the E-Bike will only transfer to you if you rent the E-Bike for 36 weeks for a New E-Bike or 26 weeks for a Used E-Bike consecutive weeks.

9.3. YOUR OBLIGATIONS REGARDING TITLE

Until Completion, you must not do anything that might affect our title (ownership) of the E-Bike.

This means you must not:

- (a) use the E-Bike as security;
- (b) allow any security to be created on the E-Bike; or
- (c) lend, lease or sell the E-Bike to any person.

10. USING THE E-BIKE, AT YOUR RISK

10.1. RESPONSIBILITY FOR THE E-BIKE AND USE OF THE E-BIKE

Risk in the E-Bike transfers to you as soon as you take possession of the E-Bike and remains with you during the Rental Period. This means:

- (a) we are not responsible for how you use the E-Bike; and
- (b) you are responsible for the E-Bike and how you use the E-Bike during the Rental Period, including:
 - (i) any damage (not including wear and tear) to the E-Bike;
 - (ii) if the E-Bike is stolen;
 - (iii) any fines or penalties;
 - (iv) any damage you cause to property (including yours);
 - (v) any personal injury you cause to any person (including yourself).

10.2. RECOMMENDATION TO OBTAIN INSURANCE

We strongly recommend and you agree we have recommended you obtain appropriate insurance for loss or liability caused by your use of the E-Bike.

LOST OR STOLEN E-BIKE

10.3. REPORTING THEFT

In the event of theft of the E-Bike, you agree to:

- (a) immediately report the theft to Zoomo via the MyZoomo app or by phone;
- (b) lock the E-Bike immediately via the MyZoomo app and make any appropriate attempts to recover the E-Bike using the GPS location tools in the MyZoomo app;
- (c) if you cannot locate the E-Bike, create a police report and provide details to Zoomo as soon as reasonably practicable after the E-Bike has been stolen;
- (d) complete our theft form (available from our website) as soon as reasonably practicable after the E-Bike has been stolen;
- (e) return all the accessories (battery, charger, locker, keys, etc) which have not been stolen and are in your possession to the nearest Zoomo location as soon as reasonably practicable after the E-Bike has been stolen; and
- (f) provide such reasonable evidence that you locked the E-Bike correctly by speaking with our Zoomo staff at the nearest Zoomo location.

10.4. REPORTING LOSS OR DAMAGE

In the event of loss or damage to the E-Bike or other loss or damage arising in connection with the use of the E-Bike other than as a result of theft of the E-Bike, you must:

- (a) Promptly report the incident in writing to Zoomo and provide Zoomo with details of the incident including:
 - (i) an accurate description of the incident e.g. state lost or damaged and the location;
 - (ii) name, address and licence number, of any other person involved;
 - (iii) registration of any other vehicles involved;
 - (iv) names and station of any police officers involved; and

- (v) any other information reasonably requested by Zoomo; and
- (b) return all parts of the E-Bike which have not been lost or damaged (battery, charger, locker, keys, etc) to the nearest Zoomo location.

10.5. GPS SERVICES

You accept that GPS device services are necessary in order to protect our bikes against theft and enhance recovery. Zoomo may request you to attend your nearest Zoomo location for a GPS device service. Any location data and your personal data will at all times be governed by the Zoomo Privacy Policy.

10.6. RTO PLAN ENDS AND COST OF E-BIKE

If the E-Bike is lost or stolen and:

- (a) not found within 7 days; or
- (b) found within 7 days but damaged beyond repair,

then:

- (c) the RTO Plan will automatically come to an end;
- (d) we will retain the Down Payment; and
- (e) you must pay for the cost of the E-Bike.

The tables below set out the cost of the E-Bike if lost or stolen for both New E-Bikes and Used E-Bikes.

New E-Bikes:

- Battery returned: \$3,000
- Battery not returned: \$3,200

Used E-Bikes:

- Battery returned: \$2,000
- Battery not returned: \$2,200

11. ACCIDENTS AND E-BIKE DAMAGED BEYOND REPAIR

11.1. REPORTING ACCIDENTS

If the E-Bike is involved in an accident or any other incident that damages the E-Bike (**Accident**), you must:

- (a) Promptly report the incident in writing to Zoomo and provide Zoomo with details of the incident including:
 - (i) an accurate description of the incident e.g. state lost or damaged and the location;
 - (ii) name, address and licence number, of any other person involved;
 - (iii) registration of any other vehicles involved;
 - (iv) names and station of any police officers involved; and
 - (v) any other information reasonably requested by Zoomo; and
- (b) return all parts of the E-Bike which have not been lost or damaged (battery, charger, locker, keys, etc) to the nearest Zoomo location.

11.2. ASSIST WITH ANY CLAIM

In addition, if the E-Bike is involved in an Accident you agree to:

- (a) assist us with any claims relating to the Accident, including by giving us a statement or other information we may ask for about the Accident (including attending a lawyer's office or a court to give evidence); and
- (b) allow us to bring, defend, enforce or settle any claims relating to the Accident.

11.3. DAMAGED BEYOND REPAIR

If the E-Bike is damaged beyond repair (for any reason) then:

- (a) the RTO Plan will automatically come to an end;
- (b) we will retain the Down Payment; and
- (c) you must pay Zoomo for the replacement value of the E-Bike outlined in clause 11.5 above.

You agree to pay such an amount immediately on demand by Zoomo.

12. PEACE OF MIND COVER

You may include “peace of mind cover” as part of your RTO Plan for an additional fee (**Peace of Mind Cover**). Peace of Mind Cover includes:

- (a) in the event of a lost or stolen Bike, free Bike recovery by Zoomo’s bike chasers; and
- (b) a complementary Bike service every ten (10) weeks, including free replacement of brake pads, rotors, pedals, kickstand and grips.

13. LIMITATION OF LIABILITY

13.1. CONSUMER REMEDIES

(a) If you are buying goods or services as a consumer, our liability for a failure to comply with a consumer guarantee is limited to:

- (i) in the case of goods:
 - (1) repairing the goods, or paying for the cost of repairing the goods; or
 - (2) resupplying the goods, or an equivalent good; and
- (ii) in the case of services:
 - (1) resupplying the services; or
 - (2) paying for the cost of resupplying the services.

13.2. TOTAL COMBINED LIABILITY

(a) To the extent possible under applicable law, in no event will we or our related entities total combined liability to you, in connection with goods and services we provide to you, for all damages, losses and causes of action (whether in contract, in tort (including negligence), in equity, by operation of law or otherwise), exceed \$1,000.

13.3. EXCLUSION OF LIABILITY

(a) To the extent possible under applicable law, for any breach of these terms, we and our related entities will not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost

data, death, personal injury or property damage related to, in connection with, or otherwise resulting from:

- (i) your use of the E-Bike or any person you allow to use the E-Bike (despite clause 8(a)) during the Rental Period; or
 - (ii) any services provided by us.
- (b) This clause 14.3 does not apply for any breach of a consumer guarantee or any other applicable law.

13.4. FRAUD, NEGLIGENCE OR WILFUL MISCONDUCT

Nothing in this clause 14 aims to exclude our or our related entities liability for fraud, negligence or wilful misconduct or any other liability that cannot be excluded by law.

14. YOUR INDEMNITY

- (a) You agree to indemnify and hold us, our related entities, officers, directors, employees and agents, harmless from and against any claims, losses, liabilities or expenses (including reasonable legal fees) that arise out of or in connection with your use of the E-Bike or any person you allow to use the E-Bike (despite clause 8(a)) during the Rental Period and while the E-Bike is in your possession (**Indemnified Loss**).
- (b) To the extent we or our related entities directly caused or contributed to any Indemnified Loss, your liability will be reduced proportionately.

15. TERMINATION BY US

15.1. DEFAULT

If you:

- (a) fail to pay any amounts by the due date; or
- (b) are in breach of these terms, (**Default**), and fail to remedy the Default within three (3) days, we may terminate the RTO Plan immediately.

15.2. CONSEQUENCES OF TERMINATION

- (a) After termination you must:

- (i) immediately return the E-Bike to us; and
- (ii) pay all unpaid amounts.

15.3. REPOSSESSION

- (a) If you do not return the E-Bike to us within three (3) days after termination, we may repossess the E-Bike.
- (b) You irrevocably authorise us and our employees, agents and contractors to enter any premises occupied by you (including your home) to repossess the E-Bike. In addition, you agree:
 - (i) if allowed by applicable law, we may repossess the E-Bike without any court order or other process of law;
 - (ii) if required by us, to use your best efforts to obtain permission for us or our employees, agents and contractors to enter any premises we reasonably believe the E-Bike may be located;
 - (iii) waive any claims for damage caused by us or our employees, agents and contractors including for trespass.

If any accessories are rented along with the E-Bike (including, for example, any battery bags), you must return these along with the E-Bike at the end of the Term. If you do not return the accessories at this time, you may be charged a \$50 fee.

15.4. OTHER RIGHTS AT LAW OR IN EQUITY

Nothing in this clause 16 prejudices any rights we may have at law or in equity.

15.5. SURVIVAL

Any clause that by its nature would reasonably be expected to be performed after the Rental Period will survive and be enforceable after the Rental Period.

15.6. WARRANTY FOR NEW-EBIKES

For New E-Bikes, we offer a warranty for manufacturing defects in the frame or certain components after Completion.

Details of the length of the warranty and which components are covered by the warranty are set out in the below:

Component	Warranty for New E-Bikes
Frame, solid fork and rack	6 months from date of Completion
Suspension fork	6 months from date of Completion
Electrical (Battery, motor, display, lights) Excludes physical damage and cut cables	6 months from date of Completion
Other components - Drive train: excludes chains and cassettes - Wheels: covers motor, hubs and rim cracks. Excludes spokes. - Brakes: covers levers and callipers. Excludes brake pads. - Seat	6 months from date of Completion

The warranty does not include:

- (a) normal wear and tear;
- (b) defects that are not manufacturing defects;
- (c) damage because of an accident, neglect, inadequate maintenance or using the E-Bike improperly; and
- (d) modifications or alterations to the frame or components.

In addition, the warranty does not apply:

- (a) if there is evidence of salt, sand, or water damage to the E-Bike;
- (b) if the payment method used to buy the E-Bike is subject to a chargeback. The warranty will only apply once the chargeback has been resolved; and
- (c) if you are not the original owner of the E-Bike. Only the original owner may benefit from the warranty and must have

retained constant ownership of the E-Bike since Completion.

If you would like to make a warranty claim please contact us via email at hello@ridezoomo.com or via our online support portal via the Zoomo app. In making the warranty claim, please ensure to provide:

- (a) full details of the fault; and
- (b) if possible, pictures of the fault.

If we determine, at our discretion, that your ebike may be faulty, we will request you to take your E-Bike to any of our stores for further inspection. You are responsible for any costs associated with getting your E-Bike to our store. The addresses for all our stores are available on our website at www.ridezoomo.com.au.

Once we have had a chance to inspect your E-Bike, if we determine, at our discretion, that your E-Bike is faulty and covered by the warranty, we will repair the fault at our cost. How we repair a fault is at our discretion.

16. PERSONAL PROPERTY SECURITIES REGISTER

We may register and perfect a security interest in the E-Bike in accordance with the *Personal Property Securities Act 2009* (Cth) and you agree to do all things as reasonably required by us to perfect our security interest.

17. LOCATION SHARING

- (a) We collect location data via a Global Positioning System (GPS) device embedded in the E-Bike. By agreeing to these terms, you consent to sharing this location data with us.
- (b) We do not share any of your location data without first deidentifying the location data. Your personal data will at all times be governed by our privacy policy which is available via our Website at www.ridezoomo.com/policies/privacy.

18. AUSTRALIAN CONSUMER LAW

Nothing in these terms aim to limit liability or alter your rights as a consumer that cannot be excluded under applicable law, including the Australian Consumer Law.

19. NATIONAL CREDIT CODE

Nothing in these terms are intended to create a consumer lease to which Part 11 of the National Credit Code in Schedule 1 of the *National Credit Protection Act 2009* (Cth) applies.

20. CHANGES TO THESE TERMS

These terms may be updated from time to time. If an update negatively affects you, we will use our reasonable efforts to let you know about the updated terms. By continuing the RTO Plan after we have updated these terms, you are agreeing to the updated terms.

21. GENERAL

21.1. GOVERNING LAW AND JURISDICTION

These terms are governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

21.2. ASSIGNMENT

You cannot assign, novate or otherwise transfer any of your rights or obligations under these terms.

21.3. WAIVER

No party may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

21.4. SEVERANCE

Any provision of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The

validity and enforceability of the remainder of these terms are not limited or otherwise affected.

21.5. INTERPRETATION

- (a) (singular and plural) words in the singular includes the plural (and vice versa);
- (b) (currency) a reference to \$; or “dollar” is to Australian currency;
- (c) (gender) words indicating a gender includes the corresponding words of any other gender;
- (d) (defined terms) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) (person) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) (party) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) (document) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) (headings) headings and words in bold type are for convenience only and do not affect interpretation;
- (i) (includes) the word “includes” and similar words in any form is not a word of limitation; and
- (j) (adverse interpretation) no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.