

WHEELS TERMS OF USE

Last Updated: 03/05/20

Acceptance of the Terms of Use

The following terms and conditions, together with any other notices or documents that these terms and conditions expressly incorporate by reference (collectively referred to as the “**Terms of Use**”), are entered into between You and Wheels Labs Sweden AB (referred to as “**Wheels**”). The Terms of Use govern Your access to and use of the Wheels mobile application (“**Mobile Application**”) and the Wheels websites www.Wheels.co and www.takeWheels.com (collectively referred to as the “**Website**”) (the Mobile Application and the Website, are collectively referred to as the “**Platform**”), including any content, functionality and services offered on or through the Platform to You, whether as a guest or a registered user.

Please read the Terms of Use carefully before You start using the Platform. By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to You, You also accept and agree to follow the Additional Terms (as explained below), which are incorporated into these Terms of Use by reference. If You do not want to agree to these Terms of Use or the Additional Terms, You must not access or use the Platform.

By using the Platform, You confirm that You are 18 years old or older and that You are of legal age to enter into a binding contract with Wheels. If You do not meet these requirements, You must not access or use the Website.

Additional Terms

Wheels’ Privacy Notice, the Wheels Rental Agreement and Release (if applicable), and other notices applicable to Your use of the Platform are incorporated by reference into these Terms of Use (the “**Additional Terms**”), as updated from time to time. By accessing or using the services, You accept these Additional terms. However, please note that the Privacy Notice must be accepted by You separately.

Wheels will make Additional Terms available for You to read when You use the Platform. If You do not accept these Additional Terms, You must not use the Platform. If You do not follow the Additional Terms, Wheels may suspend, discontinue or change Your account or Your access to or use of the Platform in whole or in part. By continuing to use the Platform, You accept the current Additional Terms and any future amendments and additions to the Additional Terms which will be made available to You through the Platform. Please review the Additional Terms periodically to ensure that You are aware of any changes to them.

Changes to the Terms of Use

Wheels reserves the right to change or modify these Terms of Use at any time. If Wheels makes changes to these Terms of Use, Wheels will inform You of such changes. The information may for example be made available to You through a notice on the Platform and/or by us updating the “Last Updated” date in these Terms of Use. By using the Platform after such a notice, You confirm that You accept the changes or modifications to the Terms of Use. If You do not accept the amended Terms of Use, You must not use the Platform.

Consent to Receive Calls, Text Messages, Emails and Other Communications

You accept to receive communications from Wheels, including via e-mail, telephone calls and text messages, which includes automated dialer. You accept that these communications may be initiated for any transactional, marketing, customer service, debt collection, account administration or other purposes related to Your transactions with Wheels. For example, the communications may occur by push notifications, text messages, or other comparable means to the e-mail addresses and/or telephone numbers that You have provided to Wheels or which have been provided to Wheels on Your behalf.

You accept to receive marketing or advertising communications from Wheels by email, telephone call or text message (collectively referred to as “**Marketing**”) email, calls or text messages when purchasing and/or using Wheels’ services. If You do not wish to receive Marketing calls, emails or text messages from Wheels, You may unsubscribe to them by following the instructions provided to You in those communications or by contacting Wheels at: support@Wheels.co.

Standard text messaging and data charges charged by Your wireless service carrier may apply to text messages Wheels may send. You confirm that You are authorized to approve the receipt of calls and text messages at any telephone number You provide to Wheels in connection with Your account or Your use of Wheels’ Services and to approve any related carrier charges. Please note that if You have chosen not to receive marketing communications, Wheels may still send You communications about Your account or transactions between You and Wheels. You are aware that choosing not to receive text messages or other communications may impact Your use of the services. Any personal information collected via such communications is processed as outlined in Wheels’ Privacy Notice.

Use of Vehicles: Governing Agreement.

In order to activate and use any Wheels scooters and bicycles (collectively “**Vehicle(s)**”) offered by and through the Platform, You will be required to (i) provide payment to Wheels as instructed, and (ii) agree to the Wheels Rental Agreement and Release. Your Use of the Vehicles, including potential disputes, legal requirements and other obligations of Wheels and You, is governed by the Wheels Rental Agreement and Release. In the event that a dispute arises out of the use of both the Platform and the Services, which is defined in the [Wheels Rental Agreement and Release](#) and composed of (1) the Vehicles, (2) the Platform and (3) all related information, personnel, and equipment, the Wheels Rental Agreement and Release shall apply.

Accessing the Platform and Account Security.

Wheels reserves the right to withdraw or amend the Platform and any service or material Wheels provides on the Platform without notice. Wheels will not be held responsible if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, Wheels may restrict access to some parts of the Platform, or the entire Platform, to users including registered users.

You are responsible for:

- Making all arrangements necessary for You to have access to the Platform, and
- Ensuring that all persons who access the Platform through Your device(s) are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, You may be asked to provide certain registration details or other information. It is a condition of Your use of the Platform that all the information You provide on the Platform is correct, current and complete. You confirm that all personal information You provide to register with this Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by Wheels' Privacy Notice, which is part of Wheels' Additional Terms that are incorporated into these Terms of Use as explained above. You confirm that You have the right to submit any personal information to Wheels and that such personal information is accurate.

If You choose or are provided with a user name, password or any other information as part of Wheels' security procedures, You must treat such information as confidential. You shall not disclose such information to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Platform or portions of it by using Your username, password or other security information. You must notify Wheels immediately if You become aware of any unauthorized access to or use of Your username and/or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should especially use particular caution when You access Your account from a public or shared computer so that others are not able to view or record Your password or any other personal information.

Wheels has the right to disable any username, password or other identifier, whether they are chosen by You or provided by us, at any time in Wheels' sole discretion. This also includes the situation where Wheels has reasonable grounds for considering that You have violated any provisions of these Terms of Use.

Intellectual Property Rights

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Wheels, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use allows You to use the Platform for Your personal, non-commercial use only. You are not allowed to reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on Wheels' Platform, with the following exceptions:

- Your computer may temporarily store copies of such materials in RAM incidental to Your accessing and viewing those materials;
- You may store files that are automatically cached by Your Web browser for display enhancement purposes;
- You may print or download one copy of a reasonable number of pages of the Website for Your own personal, non-commercial use and not for further reproduction, publication or distribution;
- You may download a single copy of the Mobile Application to Your mobile device solely for Your own personal, non-commercial use, provided that You accept Wheels' end user license agreement for such applications, and
- If Wheels provides social media features such as plug-ins on or within the Platform, You may take such actions as are enabled by such features.

You are not allowed to:

- Modify copies of any materials from the Platform;
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text, or
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Platform.

You must not access or use any part of the Platform or any services or materials available through the Platform for commercial purposes.

If You wish to make any use of material on the Platform other than as set out in this section, please address Your request to: support@Wheels.co.

If You print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, Your right to use the Platform will cease immediately. In such cases You must, at Wheels' option, return or destroy any copies of the materials You have made. No right, ownership or interest in or to the Platform or any content on the Platform is transferred to You and all rights that are not expressly granted to You are reserved by Wheels. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other applicable laws.

Trademarks

Wheels' name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Wheels or its affiliates or licensors. You are not allowed to use such marks without the prior written permission of Wheels. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable law or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information or otherwise;
- To transmit, or procure the sending of, any advertising or promotional material without Wheels' prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- To impersonate or attempt to impersonate Wheels, a Wheels employee, another user or any other person or entity, including but not limited to, by

using e-mail addresses, telephone numbers, or screen names associated with any of the foregoing, or otherwise submitting false information, or

- To engage in any other activities that restricts or inhibits anyone's use or enjoyment of the Platform or which may harm Wheels or any users of the Platform or expose them to liability.

Additionally, You agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform;
- Use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;
- Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without Wheels' prior written consent;
- Use any device, software or routine that interferes with the proper working of the Platform;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform;
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack;
- Attempt to gain unauthorized access to any personal information that may be contained on the Platform, the server on which the Platform is stored, or any server, computer, database or information system connected to the Platform, or
- Otherwise attempt to interfere with the proper working of the Platform.

Application-Specific Terms and License

Limited License

Unless otherwise stipulated in these Terms of Use and subject to Your compliance with these Terms of Use, Wheels grants You a limited non-exclusive, non-transferable license to download and install a copy of the Mobile Application on a single mobile device or computer that You own or control and to run such copy of the Mobile Application for Your own personal use. Furthermore, with respect to the Mobile Application You will only use the Mobile Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) or a product that runs on Android; and (ii) as permitted by applicable "Usage Rules"

set forth in the Apple App Store Terms of Use or the Google Play Terms of Use. Wheels reserves all rights in the Mobile Application that are not expressly granted to You by these Terms of Use.

IOS Users

With regard to Your use of the Mobile Application, You acknowledge and agree that (i) these Terms of Use are an agreement between You and Wheels only and not Apple, and that (ii) Wheels, and not Apple, is solely responsible for the Mobile Application and its content. Your use of the Mobile Application shall comply with the App Store Terms of Use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile Application. In the event of any failure of the Mobile Application to conform to any applicable warranty, You may notify Apple and Apple will refund the purchase price for the App to You as provided by applicable law. Apple will have no other warranty obligation with respect to the Mobile Application. As between Wheels and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the responsibility of Wheels, subject to these Terms of Use.

You and Wheels acknowledge that, as between Wheels and Apple, Apple is not responsible for addressing any claims You have or any claims of any third party relating to the Mobile Application or Your possession and use of the Mobile Application. This includes, but is not limited to: (i) product liability claims; (ii) any claim that the Mobile Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You and Wheels acknowledge that, in the event of any third-party claim that the Mobile Application or Your possession and use of that Mobile Application infringes that third party's intellectual property rights, Wheels and not Apple will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by and subject to these Terms of Use.

You and Wheels acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of these Terms of Use as related to Your license of the Mobile Application. You and Wheels also acknowledge and agree that that upon Your acceptance of the Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to Your license of the Mobile Application against You as a third-party beneficiary.

Reliance on Information Posted

The information presented on or through the Platform is made available for general information purposes. Wheels does not warrant the accuracy, completeness or usefulness of this information. Wheels is not responsible for any reliance placed on such materials by You or any other visitor to the Platform or by anyone who may be informed of any of its contents. The foregoing does however not restrict Wheels' potential information obligations under applicable mandatory law.

The Platform may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials as well as all articles and responses to questions and other content other than content provided by Wheels, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Wheels. Except as provided for under applicable mandatory laws, Wheels is not responsible or liable to You or any third party for the content or accuracy of any materials provided by any third parties.

Changes to the Platform

Wheels may update the content on the Platform from time to time and at Wheels' sole discretion. The content may however not necessarily or always be complete or up-to-date. Any of the material on the Platform may be out-of-date at any given time and Wheels is under no obligation to update such material.

Information About You and Your Visits to the Platform

Personal information that Wheels collects on this Platform is subject to Wheels' Privacy Notice.

Geographic Restrictions

The owner of the Platform is based in the state of California in the United States. Access to the Platform may not be legal for certain persons or in certain countries. If You access the Platform from outside the United States, You do so on Your own initiative and are responsible for complying with applicable laws.

Disclaimer of Warranties

Wheels cannot and do not guarantee that files available for downloading from the internet or the Platform will be free from viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining means external to Wheels' site for any reconstruction of any lost data. Wheels will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the Platform or any services or items obtained through the Platform or to Your downloading of any material posted on it, or on any website linked to it.

The Platform, its content and any services or items obtained through the Platform are provided on an "as is" and "as available" basis and without any expressed or implied warranties. Wheels or persons associated with Wheels do not guarantee the completeness, security, reliability, quality, accuracy or availability of the Platform. Without limiting the foregoing, Wheels or the persons associated with Wheels do not guarantee that the Platform, its content or any services or items obtained through the Platform will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that Wheels' site or the server that makes it available are free of viruses or other harmful components or that the Platform or any services or items obtained through the Platform will otherwise meet Your needs or expectations at all times.

Wheels hereby disclaims all warranties of any kind, whether express or implied, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. This section does not affect any warranties or liabilities that cannot be excluded or limited under applicable law or in the case Wheels has acted deliberately or with gross negligence.

Limitation of Liability

Wheels, its affiliates or their licensors, service providers, employees, agents, officers or directors are not liable for damages that arise out of or in connection with Your use, or inability to use, the Platform, websites linked to it, content on the Platform or such other websites or services or items obtained through the Platform or such other websites. The foregoing limitations of liability also includes direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill and loss of data. This section does not affect any liabilities that cannot be excluded or limited under applicable law and in case Wheels has acted deliberately or with gross negligence.

Dispute Resolution

In case of a claim or loss that arises out of or relates to the Platform and/or these Terms of Use, You and Wheels shall send notice to the other providing a description of the claim or losses along with a proposed resolution of it. Wheels' notice to You will be sent to You based on the most recent contact information that You have provided to Wheels. You and Wheels will engage in a dialog to attempt to resolve the claim or losses in good faith.

Claims, losses or any other dispute arising out of or that relates to the interpretation, applicability, enforceability or formation of this these Terms of Use or Your use of the Platform shall be settled in a Swedish court of competent jurisdiction.

Governing law

These Terms of Use are governed by Swedish law.

Term and Termination

These Terms of Use will continue to apply until terminated by either You or Wheels. Wheels may terminate these Terms of Use or suspend Your access to the Platform at any time, including in the event of Your actual or suspected unauthorized use of the Platform or non-compliance with these Terms of Use, or if Wheels withdraws the Platform or any content contained therein. You may also terminate these Terms of Use at any time. To learn how to terminate Your Wheels account, please contact Wheels at support@Wheels.co.

If You or Wheels terminates these Terms of Use, or if Wheels suspends Your access to the Platform, You agree that Wheels, except as provided by applicable mandatory law, shall have no liability or responsibility to You and that Wheels will not refund any amounts that You have already paid to Wheels.

Any sections of these Terms of Use, including but not limited to '*Intellectual Property*', '*Disclaimers*', '*Limitation of Liability*', that either explicitly or by their nature, must remain in effect even after termination of these Terms of Use, shall remain in effect after termination.

Waiver and Severability

No waiver of by You or Wheels of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of You or Wheels to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use, the Additional Terms and Wheels' Privacy Notice constitute the sole and entire agreement between You and Wheels Labs, Inc. with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

The contracting entity is Wheels Labs Sweden AB located at:

Fraktflygartgatan 2, Lokal 11
128 30 Skarpnack
Stockholm, Sweden
support@wheels.co

All other feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: support@Wheels.co.

Thank You for reading Wheels' Terms of Use.