

## Terms of Service & User Agreement

PLEASE READ EACH PROVISION OF THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES (DEFINED BELOW). BY ACCESSING AND/OR USING OUR SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT AND THE CONDITIONS OF USE STATED HEREIN, DO NOT USE THE SERVICES.

This User Agreement & Terms of Service (collectively, the “Agreement”) is a legally binding agreement between you (“You,” “Your,” or “User”) and Blip Limited doing business as Blip (“We,” “Us,” or “Our”). This Agreement states the material terms and conditions that governs Your use of Our Services. We are a limited company, registered in New Zealand. Our company number is 6936936, and our registered office is 85 Awanui Street, Merrilands, New Plymouth 4312, New Zealand. Postal address: PO Box 18027, Merrilands, New Plymouth 4360.

This Agreement states the material terms and conditions that governs Your use of Our Services.

Our Services are comprised of the following:

1. Our electric scooters also referred to as “E-vehicles”, “E-Scooter”, “Vehicles” or “Products”.
2. All other related equipment, maintenance, charging of the E-vehicles, personnel, mobile applications, other software and information provided or made available by Us; and
3. Use of Our website, available at [www.blipscooters.com](http://www.blipscooters.com) (including any versions optimized for viewing on a wireless or tablet Device), Our mobile application (the “App”) and any interactive features, and/or other services that We make available and that post a link to this Agreement.

This Agreement, together with all updates, supplements, additional terms, and all of Our rules and policies collectively constitute this “Agreement” between You and Us.

We agree to allow You to rent the Products, subject to the terms and conditions set forth herein. Unless otherwise indicated, all monetary values set forth in this Agreement shall be deemed to be denominated in NZD (New Zealand Dollar).

In some instances, both this Agreement and separate guidelines, rules, or terms of use, setting forth additional or different terms and/or conditions will apply to Your use of the Services (in each such instance, and collectively, “Additional Terms”). The Additional Terms are incorporated into this Agreement by this reference. To the extent there is a conflict between this Agreement and any Additional Terms, this Agreement will control unless the Additional Terms expressly state otherwise. By using the Services, You acknowledge and accept the Blip Privacy Policy, and consent to the collection and use of Your data in accordance with that Privacy Policy.

### 1. RENTAL AND USE OF PRODUCTS

- 1.1. **You are the Sole User of the Services:** Subject to Section 1.3 below regarding the limited use of Products by minors, You certify and expressly agree that You are the sole renter and You are responsible for compliance with all terms and conditions contained in this Agreement.

You understand that when You activate a Product, the Product must be used ONLY BY YOU. You must not allow others to use a Product that You have activated.

- 1.2. **You are At Least 18 Years Old:** You represent and certify that You are at least 18 years old.
- 1.3. **Minor Use of Products:** You may allow a minor who is at least 16 years of age to use a Product, subject to the following conditions:
  - 1.3.1. You are the minor's parent or legal guardian;
  - 1.3.2. You assume full financial and/or any other responsibility for any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, lawyers' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of the minor's use of the Product and/or any of the Services;
  - 1.3.3. You expressly guarantee, represent, and warrant that You and the minor are bound by this Agreement and all of the terms herein;
  - 1.3.4. You expressly guarantee, represent, and warrant that You will supervise the minor at all times while the minor is using the Product;
  - 1.3.5. You expressly guarantee, represent, and warrant that You have instructed the minor how to conduct the requisite safety check of the Product prior to use;
  - 1.3.6. You expressly guarantee, represent, and warrant that the minor is wearing a SNELL, NZS, AS, ASTM or EN approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions at all times while riding the Product; and
  - 1.3.7. You expressly guarantee, represent, and warrant that You have explained all applicable laws, rules, regulations, and/or ordinances to the minor, including any and all rules regarding parking and traffic laws.

OPERATION OR USE OF ANY E-VEHICLES BY ANY MINOR IS EXPRESSLY PROHIBITED. IF YOU ALLOW A MINOR TO USE AN E-VEHICLE BY ACTIVATING IT THROUGH YOUR ACCOUNT, YOU SHALL BE RESPONSIBLE FOR ANY AND ALL MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, LAWYERS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN.

- 1.4. **You are a Competent Operator:** You represent and certify that You are familiar with the operation of the Product, and You are reasonably competent and physically fit to use the Product. By choosing to ride a Product, You assume all responsibilities and risks for any injuries and/or medical conditions, as detailed further below. You are responsible for determining whether conditions, including rain, snow, hail, ice or electrical storms, and/or any other conditions, whether caused by the weather or otherwise, make it dangerous to operate a Product. You are advised to adjust Your riding behaviour and braking distance to suit all conditions and variables, including weather and traffic.

- 1.5. **Products are the Exclusive Property of Blip:** You agree that the Products, and any Blip equipment attached thereto, at all times, remain the exclusive property of Blip. You must not dismantle, write on, or otherwise modify, repair or deface any Products, or any part of any of the Products, or any other Blip equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Product in any way. You must not use any Products for any advertising or commercial purpose.
- 1.6. **Only Use Products Where Allowed:** You expressly agree that You will only use the Products in areas where the Products are allowed (Operational Area). You agree that You will not use any Products in any restricted areas (such as certain Parks or Private Property), and You assume all responsibility and liability for any operation of any Product in any restricted area, including any fines or fees as a result of Your use of any of the Products in any restricted areas. Blip reserves the right to charge You up to \$100 plus an admin fee, in Blip's sole and absolute discretion, if You use any of the Products in any restricted areas.
- 1.6.1. Restricted areas are highlighted in Red on the map, which can be found on the Mobile App. These areas are not part of the Operational Area ("Authorised Area").
- 1.7. **Compliance with Laws and Rules:** You agree to follow all laws, by-laws, rules, regulations, and/or ordinances pertaining to the use, riding and/or operation of the Products, including those pertaining to the Products in the area where You are operating the Products, including, without limitation, helmet laws. You can find information on road user rules that apply to your use of E-Scooter in the end of this Agreement at Appendix 1.
- You are solely responsible and liable for any violation of any laws, by-laws, rules, regulations, and/or ordinances while using the Services, including improper riding and/or parking, unlawful or fraudulent use of the e-scooter, and you agree that you are solely responsible and liable for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, lawyers' fees, judgments, fees (including impounding fees charged by any local government) and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of any such violation while using the Services.
- 1.8. **Payment of Fines, Fees and Administrative Fees:** You agree to pay any fines, fees, penalties, impounding charges, and/or any other charges incurred by either You or Blip, that result from You parking any Product improperly, or as a result of You violating any law, by-law, rule, regulation, and/or ordinance while using the Services. You further agree that, to the extent permitted by law, We may, in Our sole discretion, pay on Your behalf all fines, fees, penalties, impounding charges, and/or any other charges incurred directly to the appropriate authority, and You will pay Us for what we paid to the appropriate authority or their designated agent(s) plus a reasonable administrative fee. You authorise Us to bill You directly for these amounts to the credit/debit card and/or other payment method You used to rent the Product. You agree and acknowledge that, to the extent permitted by law, we may co-operate with all government officials charged with enforcing infractions to provide any information necessary as they may request or may otherwise be required.

**1.9. Prohibited Acts: You expressly certify and agree that you will not:**

- 1.9.1. Operate any Product in violation of any laws, rules, regulations, and/or ordinances, including any and all rules pertaining to riding any Products on sidewalks and/or parking Products.
- 1.9.2. Operate any Product while carrying any briefcase, backpack, bag, or other item if it impedes Your ability to operate safely the Product.
- 1.9.3. Use any cellular telephone, text messaging Device, portable music player, and/or any other Device that may distract You from safely operating any Product.
- 1.9.4. Operate any Product while under the influence of any alcohol, drugs, medication, and/or any other substance that may impair Your ability to safely operate any Product.
- 1.9.5. Carry any other person on any of the Products.
- 1.9.6. Use locking mechanisms other than those provided by Blip.
- 1.9.7. Park any Product in a manner that does not strictly comply with all applicable laws, rules, regulations, and/or ordinances. You expressly agree that You are responsible for becoming familiar with any and all applicable laws, rules, regulations, and/or ordinances in the location that You are operating any Product.
- 1.9.8. Park or place any Product in a manner that prevents Blip from accessing it. If You violate this Section, Blip may charge You an amount for the loss to Blip occurred from Blip being unable to access the Product and rent such Product to other Users, up to a maximum of \$700, in Our sole and absolute discretion.
- 1.10. **Products are Intended for Only Limited Types of Use:** You agree that You will not use any Product for racing, mountain riding, stunt, or trick riding. You agree that You will not operate and/or use any Products on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others. You agree that You will not use any Products for hire or reward, nor use any Products in violation of any law, rule, regulation, and/or ordinance.
- 1.11. **Weight and Cargo Limits:** You must not exceed the maximum weight limit for any Products (130 KG) or the cargo carrier/basket on any Products (10 KG), and You must not otherwise use the cargo carrier improperly with regard to type of contents or any visual obstruction or riding impediment.
- 1.12. **No Tampering:** You must not tamper with, attempt to gain unauthorized access to, or otherwise use any Services in a manner that does not comply with this Agreement. This includes gaining access to/using the e-scooters while e-scooter is not under hire.
- 1.13. **Reporting of Damage or Crashes:** You must report any accident, crash, damage, personal injury, stolen or lost Product to Blip as soon as possible. If a crash involves personal injury, property damage, or a stolen Product, You shall file a report with the local police department within 24 hours.

- 1.14. **Assumption of Liability by You:** You agree to return any Product to Blip in the same condition in which such Product was rented. You agree that You will be responsible for the cost of repairing and/or replacing any Product that You damage and/or cause damage to. You will not be responsible for normal wear and tear of the Products. If You vandalize any Product, You shall be liable for the costs of all repairs up to a maximum of \$2,500 for each E-Scooter, in Blip's sole and absolute discretion.
- 1.15. **Lost or Stolen Products:** If a Product is not returned within 48 consecutive hours, then the Product may be deemed lost or stolen, in Blip's sole and absolute discretion, and a police report may be filed against You with local authorities. The data generated by the Services' computer is conclusive evidence of the period of use of the Products by You. You must report any disappearance or theft of any Product to Blip immediately or as soon as possible.
- 1.16. **Availability and Usage of E-vehicles:** You agree and acknowledge that E-vehicles may not be available at all times. E-vehicles require periodic charging of batteries in order to operate. You agree to use and operate E-vehicles safely and prudently and comply with all restrictions and requirements associated with E-vehicles, as set forth in any all applicable laws, rules, regulations, and/or ordinances. You understand and agree to the following:
- 1.16.1. The level of charge power remaining in the E-vehicle will decrease with use of the E-vehicle (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities of the E-vehicle may decrease (or cease in their entirety).
- 1.16.2. The level of charging power in the E-vehicle at the time You initiate the rental or operation of E-vehicle is not guaranteed and will vary with each rental use.
- 1.16.3. The rate of loss of charging power during the use of the E-vehicle is not guaranteed and will vary based on the E-vehicle, road conditions, weather conditions and/or other factors.
- 1.16.4. It is Your responsibility to check the level of charge power in the E-vehicle and to ensure that it is adequate for the ride before initiating operation of the E-vehicle.
- 1.16.5. Blip does not guarantee the distance and/or time that You may operate any E-vehicle before it loses charging power completely. The E-vehicle may run out of charging power and cease to operate at any time during Your rental of the E-vehicle, including before reaching Your desired destination.

## 2. SAFETY

- 2.1. **Safety Checks:** You agree not to use any Products if there are any noticeable issues, and immediately notify Blips' customer service of any problems.
- 2.1.1. Notify Blip at any time, whether prior to, during, or after using the Product, You discover any defect or notice any other potentially unsafe condition on any Product, no matter how slight, You must not use the Product, or, if You are already using the Product, You must immediately cease riding when it is safe to do so.

- 2.2. **Helmet Safety:** Although Helmet use is not currently compulsory for E-scooters under New Zealand Law, You acknowledge and accept that You should wear a helmet that complies with one of the following standards ("Permitted Helmet") while using any of the Products, and/or related equipment:
- 2.2.1. NZS 5439
  - 2.2.2. AS/NZ 2063
  - 2.2.3. European Standard EN 1078
  - 2.2.4. Snell B90 or B95
  - 2.2.5. ASTM F1447
  - 2.2.6. You must wear a Permitted Helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions.
  - 2.2.7. If wearing a helmet is required by the laws, rules, regulations and/or ordinances applicable to the area in which the Product is operated, You agree to comply with such laws and regulations at all times.
  - 2.2.8. You expressly acknowledge and agree that You may need to take additional safety measures or precautions not specifically addressed in this Agreement, and You expressly acknowledge and agree that determining whether You must do so is Your sole responsibility - not Blip's responsibility.
- 2.3. **Routes:** You agree that Blip does not provide or maintain places to ride the Products, and that Blip does not guarantee that there will always be a safe place to ride any Products. Roads, bicycle lanes, and routes may become dangerous due to weather, traffic, and/or other hazards outside of Blip's control. Blip shall not be liable for any of the foregoing, without limitation. You must obey all laws at all times in choosing a route, and it is Your sole responsibility to be familiar with the applicable laws, rules, regulations, and/or ordinances of the jurisdiction in which You are using Blip's Products.
- 2.4. **Limitations on Rental:** You agree that Blip is not a common carrier. Alternative means of public and private transportation are available to the general public and to You individually. Blip provides the Services and Products only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate the Products on their own and who have agreed to all terms and conditions of this Agreement.

### 3. PAYMENT AND FEES

- 3.1. **Fees:** You may use the Products on a pay per ride basis or as otherwise in accordance with the pricing described in the App. Once you have registered and set up an account with us, Products may be used by clicking on the payment method you wish to use and then following the prompts that will appear on-screen. You may check and correct any input errors in your payment up until the point at which you submit your payment to us or otherwise agreeing to an obligation to pay for the Products or subscription. Charges include GST. Blip will charge Your credit card or debit card (collectively, Your "Card") or other agreed payment methods the amount of the fees as described in this Agreement. After you have paid for the Products

or subscription, you will receive an order confirmation from Us by email, when the contract between You and Us will be formed ("Confirmation").

- 3.2. **Promo Codes:** Promo codes ("Discounts") are one-time offers and can only be redeemed via the App. Blip reserves the right to modify or cancel Discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.
- 3.3. **Maximum Rental Time and Charges:** Maximum rental time is 24 hours. You agree that You will deactivate the Product rental within 24 hours of time that rental of the Product began. You may then rent again. You agree that You are solely responsible for being aware of any elapsed time related to timely locking any Product. The maximum charge is \$350 for any E-vehicle, based on a 24-hour period. After return of the Product, You will be charged the accumulated rental charges, or the maximum 24-hour charge; whichever is less. Products not returned (locked and a ride concluded) within 48 hours will be considered lost or stolen, and You may be charged up to \$2,500 for each E-Scooter, and a police report may be filed against You. We may also charge a service fee of \$50, in Our sole discretion, for rentals in excess of 24 hours where the Product is not considered lost or stolen.
- 3.4. **Valid Credit Card or Debit Card:** You must input a valid Card number and expiration date before You will be registered to use the Services. You represent and warrant to Blip that You are authorized to use any Cards You furnish to Blip. You authorize Blip to charge the Card for all fees incurred by You. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Blip. If You dispute any charge on Your Card account, then You must contact Blip within 10 business days from the end of the month with the disputed charge, provide to Blip all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. You agree to immediately inform Blip of all changes relating to Your Card.
- 3.5. **Pick Up Fees:** If You are unable to return any Product to a valid area ( i.e., You deactivate a Product on private property, a locked community, restricted area, and/or any other unreachable area), and request that the Product be picked up by Blip, then We, in Our sole and absolute discretion, may charge You a pick-up fee up to \$200. If any Product accessed under Your account is abandoned without notice, You will be responsible for all fees until the Product is recovered and deactivated, plus a service charge of up to \$300, to recover the Product. Fees are subject to change in Blip's sole and absolute discretion, however changes to any such amounts will be notified to You beforehand and if there are any increases, You will then have the right to terminate this Agreement. If you do, we will give you a pro-rated refund of the advance charges already paid by You, based on the unexpired portion of the current subscription period.

#### 4. **Methods of Payment, Credit Card Terms, Taxes and Subscriptions/Autorenewals**

- 4.1. **General:** To purchase access and use of any subscriptions offered through the Services, You must be at least eighteen (18) years of age. Prior to the purchase and/or rental of any Products or Services, You must provide us with a valid Card number and associated payment information including all of the following:



- (i) Your name as it appears on the Card,
- (ii) Your Card number,
- (iii) The Card type,
- (iv) The date of expiration, and
- (v) Any activation numbers or codes needed to charge Your Card or otherwise use a valid gift card.

By submitting that information to us or our third-party credit card processor, You agree that You authorize us and/or our processor to charge Your Card at our convenience but within thirty (30) days of Card authorization. For any Product subscription that You order on the Services, You agree to pay the price applicable (including any GST and surcharges) as of the time You submit the subscription. Blip will automatically bill Your Card or other form of payment submitted as part of the subscription process for such subscription price. We may offer a number of membership plans, including special promotional plans or memberships with differing conditions and limitations. Any materially different terms from those described in this Agreement will be disclosed at Your sign-up or in other communications made available to You, for your acceptance. Some promotional memberships may be offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend Our offered membership plans.

- 4.2. **Subscription Term & Termination:** Except in the event of a free trial offer, Your subscription will commence as of the date Your payment for a subscription is received by Blip. Your subscription will continue in full force for the length of the subscription term You specifically purchased or on a month-to-month term and will automatically renew until such time as You cancel the subscription (the “Subscription Term”). By providing Your payment method information for Your subscription, You are agreeing to pay a subscription fee (and any applicable taxes and service fees (collectively, “Fees”), that will automatically renew, at the then current rate, unless You cancel prior to the expiration of the current Subscription Term. The Fees will be charged to Your original payment method automatically at the beginning of Your Subscription Term, and at the beginning of each renewal Subscription Term thereafter on the calendar day corresponding to the commencement of Your current Subscription Term, unless You cancel Your subscription, or Your account is suspended or terminated pursuant to this Agreement.

In the event that You cancel a subscription in the middle of Your Subscription Term, You will not be entitled to receive a refund for the unused portion of the remainder of that Subscription Term.

- 4.3. **Changes to Subscription Fees:** Blip reserves the right to change the pricing of subscription at any time, subject to notifying You with sufficient prior notice. In the event of a price change, Blip will post the new pricing on the Services and notify You in advance by sending an email to the address You have registered for Your account. You consent to our ability to change our pricing and the details of our subscription packages through an electronic communication to You. If You do not wish to accept a price or subscription package change made by us, You



may cancel Your subscription before the changes come into effect as described below, in which case we will give you a pro-rated refund of the advance charges already paid by you, based on the unexpired portion of the then-current subscription period. If you do not cancel Your subscription, You will be deemed to have consented to the price/subscription package change and authorize Blip to charge the new Fees to Your payment method.

4.4. **Cancellation of Subscription Membership:** You have the right to cancel Your subscription membership at any time upon notice to Blip. To cancel Your subscription membership: Follow the instructions on the Blip APP. There are no refunds or credits for partial months. Cancellation of initial membership any time after purchase will result in forfeiture of the membership fee. To avoid forfeiture of the membership renewal fee, membership should be cancelled prior to the end of the then current Subscription Term. Upon cancellation, You will lose access to the areas of the Services designated for subscription members only. This could include any credit and other data and analyses that have been displayed during Your subscription membership.

4.5. **Cancellation by Us:** Blip will have the right, upon written reasonable notice to You, to terminate this Agreement, and suspend Your access to the subscription, if:

(a) You fail to pay Blip any amount due under this Agreement; and/or

(b) You materially breach any term or condition of this Agreement. Blip shall have the right to terminate this Agreement and suspend Your access to the subscription with or without cause, upon thirty (30) days written notice to You in which case You will no longer be charged for access to the subscription. Upon the expiration or termination of this Agreement for any reason, Your access to, and use of, the subscription will terminate.

You agree that, if We cancel your rental of Products and/or your subscription, Your sole and exclusive remedy is either that:

(a) We will issue a credit to Your Card account in the amount charged for the fees you have already paid in connection with the Products or subscription but which you have not been able to use (if Your Card has already been charged); or

(b) We will not charge Your Card.

4.6. **Free Trials/Promotional Offerings:** We may offer promotional trial subscriptions to access the Services for free for a limited time or at special discounted prices. If You sign up for a trial use, Your rights to use the Services are limited by the terms of such trial and will terminate or renew on the terms of Your trial arrangement and/or any applicable Additional Terms. Please be aware that when You sign up for a free trial, You will be required to provide Your Card number and Blip will confirm Your Card is valid. When We process Your Card, some credit card companies may place a temporary hold on Your account for Your first payment. Please contact Your Card company if You have questions. Please note that We do not provide price protection or refunds in the event of a price drop or other promotional offering.

Once your free trial ends, we or a third-party payment processor will begin billing your designated payment method on a recurring basis for your subscription, unless you cancel your subscription prior to the end of your free trial. If your free trial ends and your

subscription begins, your subscription will auto renew, and you will be billed on a recurring basis for your subscription until you cancel. Instructions for cancelling your membership subscription are described above. Please note that you will not receive a notice from us that your free trial has ended or that the paid portion of your subscription has begun.

- 4.7. **Modifications to Prices or Billing Terms:** The purchase and/or rental of Products and/or Services is subject to availability. Products and Services displayed on the Blip App (and/or website) may not be available at all times in the area which you are located and may be substituted with a Product or Service (as applicable) of at least the same quality or discontinued at any time. Blip reserves the right, at any time, to change its prices and billing methods for services, subject to your cancellation rights set out in section 4.4.

## 5. ACCOUNT REGISTRATION AND SECURITY:

- 5.1. You understand that You will need to create an account to have access to the Services. You will:

(a) provide true, accurate, current and complete information about You as prompted by the Services' registration or subscription page (such information being the "Registration Data") and

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or Blip has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Blip has the right to suspend or terminate Your account and refuse any and all current or future use of the Services (or any portion thereof). You are entirely responsible for the security and confidentiality of Your password and account.

Furthermore, You are entirely responsible for any and all activities that occur under Your account. You will not share Your account information or Your user name and password with any third party or permit any third party to log-on to the Services using Your account information. You agree to immediately notify us of any unauthorized use of Your account or any other breach of security of which You become aware. You are responsible for taking precautions and providing security measures best suited for Your situation and intended use of the Services. Please note that anyone able to provide Your personally identifiable information will be able to access Your account so You should take reasonable steps to protect this information.

## 6. LIMITED LIABILITY OF BLIP; ASSUMPTION OF RISK BY YOU

- 6.1. **Limited Liability:** Nothing in these terms shall limit or exclude Our liability to You for any liability that, by law, may not be limited or excluded.
- 6.2. **Cap on Liability:** To the extent permitted by law, Our liability to You under or in connection with this Agreement must not exceed the net amount paid by You to Us under this Agreement.
- 6.3. **Indirect Loss:** To the extent permitted by law, under no circumstances shall we be liable to You under or in connection with this Agreement for indirect or consequential losses.

- 6.4. **Risk:** You acknowledge that accidents can happen when you are operating the Product, that you have been warned about this possibility, and you assume all risk in relation to the operation of the Product and Your use of it. To the extent permitted by law, you release us from all claims (including negligence claims) in this respect.
- 6.5. **Application of the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986:** These limitations do not however limit any rights you may have under the Consumer Guarantees Act 1993 or Fair Trading Act 1986.

## 7. TERMINATION AND SUSPENSION

- 7.1. We may, from time to time, with prior notice, temporarily suspend the operation of any Service (in whole or in part) for repair or maintenance work or in order to update or upgrade any contents, features or functionality.
- 7.2. We may, at our discretion, with or without prior notice, terminate this Agreement or suspend and/or terminate any Service and/or your use of your account in the event that:
- 7.2.1. you have materially breached any provision of this Agreement;
  - 7.2.2. you fail to pay any correctly billed charges when due; or
  - 7.2.3. you become insolvent or make composition with your creditors or are subject to any event or proceedings which are equivalent or substantially similar under any applicable jurisdiction.
- 7.3. If you have breached this Agreement, we may take such action as we deem appropriate. Such a breach by you may result in our taking, with or without notice, all or any of the following actions:
- 7.3.1. issue of a warning to you;
  - 7.3.2. immediate, temporary or permanent withdrawal of your right to use any Service or Products;
  - 7.3.3. legal proceedings against you for reimbursement of all recoverable loss and damage resulting from the breach; and/or
  - 7.3.4. disclosure of all relevant information to law enforcement authorities as we reasonably feel is necessary.
- The responses described above are not limited, and we may take any other action we deem appropriate.
- 7.4. Upon termination of your rental of Products, your subscription or your account, for any reason (including where, in accordance with these terms, you cancel or do not renew your subscription):
- 7.4.1. all rights granted to you under these terms will immediately cease;
  - 7.4.2. you must promptly discontinue all use of the relevant Service and/or Products; and
  - 7.4.3. you must pay us all outstanding amounts that you owe us.

## 8. CONFIDENTIALITY OF INFORMATION; PRIVACY POLICY

- 8.1. **Information Kept According to Privacy Policy:** All personally identifiable information that is held by Blip and pertains to You, including all names, addresses, phone numbers, email addresses, Card numbers, and/or pass numbers, will be kept by Blip in accordance with its Privacy Policy, which it is important You read. You will be deemed to have accepted the terms of the Privacy Policy upon entry into of this Agreement. The Privacy Policy details how We collect and deal with Your personal information.

## 9. TERMS OF USE

- 9.1. **Limitation on Availability of Services:** Blip makes every effort to provide the Services 365 days per year, but We do not guarantee that the Services will be available at all times, as force majeure events (as set out at section 11.15) or other circumstances might prevent Blip from providing the Services. Access to the Services is also conditioned on the availability of Products. Blip does not represent or warrant the availability of any Services or the availability of any Products at any time. You agree that Blip may require You to return a Product at any time.
- 9.2. **Access License:** Subject to Your strict compliance with this Agreement and the Additional Terms, Blip grants You a limited, revocable, non-exclusive, non-assignable, non-transferable license to download (temporary storage only), display, view, use, play, and/or print one copy of the Content (as defined in clause 11.3 below) (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless other Internet enabled Device (each, a “Device”) for Your personal, non-commercial use only. This license does not include any resale or commercial use of the Services or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Services or their contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. Except as expressly permitted herein, the Services and/or any portion of the Services may not be reproduced, sold, resold, visited or otherwise exploited for any purpose without Blip’s express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by Us to You. The foregoing limited license:
- (i) does not give You any ownership of, or any other intellectual property interest in, any Content, and
  - (ii) may be immediately suspended or terminated for any reason, in Blip’s sole discretion, and without advance notice or liability.
- 9.3. **Copyright and Ownership:** All of the content featured or displayed on the Services, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations (“Content”), is owned by Blip, its licensors, vendors, agents and/or its Content providers. All elements of the Services, including, without limitation, the general design and the Content, are protected by copyright, moral rights, trademark and other laws relating to intellectual property rights. The Services may only be used for the intended purpose for which such Services is being made available. Except as permitted by copyright law, You may not

modify any of the materials and You may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. Except as authorized under applicable copyright laws, You are responsible for obtaining permission before reusing any copyrighted material that is available on the Services. You shall comply with all applicable domestic and international laws, by-laws, statutes, ordinances and regulations regarding Your use of the Services. The Services, its Content and all related rights shall remain the exclusive property of Blip or its licensors, vendors, agents, and/or its Content providers unless otherwise expressly agreed. You will not remove any copyright, trademark or other proprietary notices from material found on the Services.

9.4. **Trademarks/No Endorsement:** All trademarks, service marks and trade names of Blip used herein (including but not limited to: Blip name, Blip corporate logo, the Services name, the Services design, and/or any logos) (collectively “Marks”) are trademarks or registered trademarks of Blip or its affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Blip trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without Blip’s prior written consent. You shall not use Blip’s name or any language, pictures or symbols which could, in Blip’s judgment, imply Blip’s endorsement in any

- (i) written or oral advertising or presentation, or
- (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

9.5. **Solicited Submission Policy:** Where Blip has specifically invited or requested submissions or comments, Blip encourages You to submit content (*e.g.*, comments to blog posts, participation in communities, tips, etc.) to Blip that they have created for consideration in connection with the Site (“User Submissions”). User Submissions remains the intellectual property of the individual user. By posting content on our Site, You expressly grant Blip a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide, fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and Your name, voice, and/or likeness as contained in Your User Submission, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity. Any such User Submissions are deemed non-confidential and Blip shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Submission.

9.6. **Inappropriate User Submissions:** Blip does not encourage, and does not seek, User Submissions that result from any activity that:

- (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to You, to any other person, or to any animal;

- (ii) may create a risk of any other loss or damage to any person or property; or
- (iii) may constitute a crime or offense.

You agree that You have not and will not engage in any of the foregoing activities in connection with producing Your User Submission. Without limiting the foregoing, You agree that in conjunction with Your submission, You will not inflict emotional distress on other people, will not humiliate other people (publicly or otherwise), will not assault or threaten other people, will not enter onto private property without permission, will not impersonate any other person or misrepresent Your affiliation, title, or authority, and will not otherwise engage in any activity that may result in injury, death, property damage, and/or liability of any kind. Blip will reject any User Submissions in which Blip believes, in its sole and absolute discretion, that any such activities have occurred. If notified by You of a submission that allegedly violates any provision of this Agreement, Blip reserves the right to determine, in its sole and absolute discretion, if such a violation has occurred, and to remove any such submission from the Services at any time and without notice.

- 9.7. **Inappropriate Material:** You are prohibited from using the Services to post or send any unlawful, infringing, threatening, defamatory, obscene, pornographic or profane material or any material that infringes or misappropriates third party intellectual property or could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or “spam” on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that We may have at law or in equity, if We determine, in our sole and absolute discretion, that You have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in this Agreement, We may take any action We deem necessary to cure or prevent the violation, including, without limitation, banning You from using the Services and/or the immediate removal of the related materials from the Services at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.
- 9.8. **Access and Interference:** You agree that You will not use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission. Additionally, You agree that You will not:
- (i) take any action that imposes, or may impose, in Our sole and absolute discretion an unreasonable or disproportionately large load on our infrastructure;
  - (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Services; or
  - (iii) bypass any measures We may use to prevent or restrict access to the Services.
- 9.9. **Right to Takedown Content:** Except as disclosed in our Privacy Notice, We will not monitor, edit, or disclose the contents of Your e-mail or Content posted to the Services unless required in the course of normal maintenance of the Services and its systems or unless required to do so by law or in the good-faith belief that such action is necessary to:

- (1) comply with the law or comply with legal process served on Blip or the Services;
  - (2) protect and defend the rights or property of Blip, the Services, or the users of the Services;
  - or
  - (3) act in an emergency to protect the personal safety of our users, the Services, or the public.
- Users shall remain solely responsible for the content of their messages and Blip shall have no obligation to pre-screen any such content.

However, We shall have the right in Our sole and absolute discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, We shall have the right to remove any material that We find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of this Agreement access to the Services or any part thereof.

- 9.10. **User Published Content:** User published Content and User Submissions do not represent the views of Blip or any individual associated with Blip, and We do not control this Content. In no event shall You represent or suggest, directly or indirectly, Blip's endorsement of user published Content. Blip does not vouch for the accuracy or credibility of any user published Content on our Services or User Submissions published through our Services, and do not take any responsibility or assume any liability for any actions You may take as a result of reviewing any such user published Content or User Submission. Through Your use of the Services and Services, You may be exposed to Content that You may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretence, international trade issues and foreign nationals.
- 9.11. **Third Party Links:** From time to time, the Services may contain links to websites that are not owned, operated or controlled by Blip or its affiliates. All such links are provided solely as a convenience to You. If You use these links, You will leave the Services. Neither We nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other website. Neither We nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other websites, or any content, materials or other information located or accessible from any other websites, or the results that You may obtain from using any other websites. If You decide to access any other websites linked to or from the Services, You do so entirely at Your own risk.
- 9.12. **Transactional Partners:** In some cases, We partner with another company to co-promote their services within our Services. In these cases, You are transacting directly with the other party. On those pages or locations, the transactional partners' brand is clearly visible, and their agreement is posted. When using these partner pages, You are bound by the partner agreement in addition to remaining bound by this Agreement. When there is a conflict between this Agreement and the partner's agreement, Our Agreement will prevail.
- 9.13. **Representations on User Submissions:** You represent and warrant that Your User Submissions and all elements thereof are



(a) owned or controlled solely and exclusively by You, You have prior written permission from the rightful owner of the content included in Your User Submissions, or You are otherwise legally entitled to grant Blip all of the rights granted herein; and

(b) Blip's use of Your User Submissions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including, without limitation, rights of publicity and privacy, and defamation. Furthermore, You shall be solely responsible for Your own User Submissions and the consequences of posting or publishing them.

**9.14. Wireless Features:** The Services may offer certain features and services that are available to You via Your wireless Device. These features and services may include the ability to access the Services' features and upload content to the Services, receive messages (including text and SMS messages) from the Services, and download applications to Your wireless Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier with questions regarding these issues. You confirm that You are the current subscriber and/or customary user of the mobile number registered with the Services and authorized to incur any message or data charges that may be charged by Your carrier. You are strictly prohibited from registering a mobile number that is not Your own. If We discover that any information provided is false or inaccurate, We may hold, suspend or terminate Your access to the Services at any time. Your participation in the Services is completely voluntary.

**9.15. Force Majeure:** Neither Blip nor You shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labour unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers.

**9.16. Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of New Zealand. You consent to the exclusive jurisdiction of the Courts of New Zealand for the purposes of hearing and determining all disputes under, or in connection with, this Agreement.

**9.17. Dispute Resolution:** In the event of any dispute, difference or questions arising out of, or in connection with, this Agreement (a "dispute") a party must, as soon as reasonably practicable, give the other party notice of that dispute. The parties must then use their best efforts to resolve the dispute through good faith negotiations and informal dispute resolution techniques within 40 calendar days of the date of the dispute notice. Blip will make available

for a meeting a representative with authority to settle the dispute. Nothing in this clause 9.17 will preclude either party from taking immediate steps to seek urgent interlocutory or injunctive relief before a New Zealand court.

**9.18. Entire Agreement:** This Agreement constitutes the entire agreement of the parties concerning the subject matter of the Agreement and supersedes and cancels any previous agreements (whether written or oral) between the parties.

**9.19. Severability:** If any provision of this Agreement is illegal, invalid or unenforceable then:

9.19.1. where that provision can be modified to give it a valid and enforceable operation of a partial nature, it must be modified to minimum extent necessary to achieve that result; and

9.19.2. in the other case the provision must be severed from this Agreement, in which event the remaining provisions of this Agreement operate as if the severed provision had not been included.

**9.20. Updates to Terms:** As our Services evolve, the terms and conditions under which we offer services may be modified, provided that we will not, unless you agree, make any changes in respect of any Services you have already paid for that would significantly reduce the type or level of service you receive (except if we need to do so for security, legal or regulatory reasons). We will always give you as much notice as we reasonably can of such significant changes on the understanding that you have the option of accepting them or cancelling a subscription without penalty, in which case, you should notify us that you wish to cancel your subscription before the changes come into effect, and we will give you a pro-rated refund of the advance charges already paid by You, based on the unexpired portion of the then-current subscription period (see Section 4.9 Cancellation of Subscription). If you do not cancel your subscription before the date on which the changes come into effect (which we will notify to you), this will mean that you have accepted them.

**9.21. Contact Us:** If You have any questions or comments on this Agreement or our Services, We invite You to contact Us at [help@blipscooters.com](mailto:help@blipscooters.com).

**9.22. Terms Applicable for Apple iOS:** If the App that you download, access and/or use is downloaded from the App Store operated by Apple Inc. ("Apple"):

9.22.1. your licence to use the App is limited to a non-transferable licence to use the App on an Apple-branded device owned or controlled by you and as permitted by Apple's usage rules published in its App Store terms of service, except that the App may be accessed, acquired and used by other accounts associated with you via Family Sharing or volume purchasing;

9.22.2. you acknowledge and agree that:

9.22.2.1. Apple has no obligation at all to provide any support or maintenance services in relation to the App. If you have any maintenance or support questions in relation to the App, please contact Us, not Apple, using the Contact Us details in these terms;

9.22.2.2. We, not Apple, are responsible for responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including

- (i) product liability claims,
- (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and
- (iii) claims arising under consumer protection or similar legislation;

9.22.2.3. in the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you;

9.22.2.4. to the maximum extent permitted by applicable law, Apple will have no other warranty obligations whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs and expenses attributable to any failure to conform to any warranty will be our sole responsibility and we are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed;

9.22.2.5. in the event of any claim by a third party that your possession or use (in accordance with these terms) of the App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and

9.22.2.6. although these terms are entered into between you and us (and not Apple), Apple and its subsidiaries are third party beneficiaries of these terms and, upon your acceptance of these terms, Apple Inc. (and will be deemed to have accepted the right) to enforce these terms against you as a third-party beneficiary thereof;

9.22.3. You must comply with any applicable third-party terms of agreement when using the App, such as your mobile phone provider's data usage agreement.

**9.23. Terms Applicable for Google:** If the App that you download, access and/or use is downloaded from Google Play:

9.24. You are allowed unlimited reinstalls of the App without any additional fee, provided that if the App is removed from Google Pay due to:

- (a) an allegation of infringement, or actual infringement, of any third-party Intellectual Property Right;
- (b) an allegation of, or actual violation of, third party rights; or
- (c) an allegation or determination that such Product does not comply with applicable law (collectively "Legal Takedowns") then the App will be removed from all portions of Google Play and you will no longer have a right or ability to reinstall the App.

You may also be able to claim a refund from Google for purchases made in the App if you qualify under the Google Play refund policy at:

[https://support.google.com/googleplay/answer/2479637?p=play\\_refund](https://support.google.com/googleplay/answer/2479637?p=play_refund).

We grant to the User a nonexclusive, worldwide, and perpetual license to perform, display, and use the App. The "User" means you and may also include, but is not limited to, a family group and family members whose accounts are joined together for the purpose of creating a family group. Family groups on Google Play will be subject to reasonable limits designed to prevent abuse of family sharing features.

- 9.25. **Google Maps:** The map data that We provide to You in our App is based on the current map information available to us which may be provided by a third party such as through the incorporation of the Google Maps API and may be inaccurate or incomplete. If You utilize map functionality We make available through our App, You acknowledge and agree to be bound by Google, Inc.'s Google Maps/Google Earth Additional Terms of Service, available at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html).

### ACCEPTANCE OF AGREEMENT

I certify that I am at least 18 years old, and that I have read and expressly agree to the terms and conditions set forth in this Agreement.

OR

I certify that I am the parent and/or legal guardian of the minor User, who is at least 16 years old, and that I am at least 18 years old. I have read, and I expressly agree to, the terms and conditions set forth in this Agreement. I authorize use of the Services by the minor User through my account, and further certify that I have not permitted any minor to create an account but have specifically authorized any minor use of a Product only under Section 1.3 of this Agreement, and under my account. I will supervise and ensure that the minor User complies with all of the terms set forth in this Agreement and I expressly agree to indemnify and hold Blip harmless against any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, lawyers' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of the minor's use of the Product and/or any of the Services. I further expressly guarantee the minor's acceptance of the terms of this Agreement, and I will be responsible for any breach of the above representations, warranties and/or this Agreement, and/or any attempt of the minor to disaffirm this Agreement.

## MODEL WITHDRAWAL FORM

Attention: BLIP

Email: [help@blipscooters.com](mailto:help@blipscooters.com)

*Hereby I withdraw from the Agreement concluded by me for the provision of the following Products (or Services):*

*Products/Services order on:*

*Ordered on/received on:*

*Name of the consumer:*

*Address of the consumer:*

*Signatures of the consumer (only in case of notification on paper)*

*Date:*

### Appendix 1: Road Safety Rules

Further to your general Compliance with Laws obligation under clause 1.7 to comply with all applicable laws, you must comply with the applicable provisions from the Land Transport (Road User) Rule 2004 when riding a E-Scooter on the road network in New Zealand. You can find a copy of the Road User Rule here:

<http://www.legislation.govt.nz/regulation/public/2004/0427/latest/DLM302188.html>

For more information regarding Low Powered Vehicles, please visit the New Zealand Transport Agency website:

<https://www.nzta.govt.nz/vehicles/vehicle-types/low-powered-vehicles/>

If you are riding a E-Scooter then those provisions of the Land Transport (Road User) Rule 2004 that are of particular relevance to you are set out below:

- **General requirements**

- 1.7 General responsibilities of road users
  - (1) A road user must comply with the applicable provisions of the Road User Rules.
  - (2) A road user must comply with every reasonable direction given by an enforcement officer for the safe and efficient regulation of traffic, even if the road user may contravene a provision of this rule by complying with the direction.

- **Traffic signs and signals**

- 3.1 General requirements about places controlled by traffic control devices

- (1) Subject to subclauses (2) and (3), if traffic at any place is controlled by a traffic control device, a person (including a pedestrian) using the road at that place must comply with the instructions given by that traffic control device that apply to them.
- (2) If traffic signs have been installed at a place controlled by traffic signals, then, in so far as the instructions given by the traffic signals are inconsistent with those given by the traffic signs, a person (including a pedestrian) using the road at that place must comply with the instructions given by the traffic signs that apply to them and not those given by the traffic signals.
- (3) If at any time the traffic at any place at which a traffic control device is installed is controlled by an enforcement officer, the officer's directions override any instruction that may be given by the traffic control device.
- 3.2 Traffic signals in form of disc
  - (2) While a green signal in the form of a disc is the only signal displayed, pedestrians, riders of mobility devices, and riders of wheeled recreational devices facing the signal may enter the roadway unless a special signal for pedestrians indicates a flashing or steady red standing human figure symbol.
  - (4) While a steady yellow signal in the form of a disc is displayed, —
    - (b) pedestrians, riders of mobility devices, and riders of wheeled recreational devices facing the signal must not enter the roadway unless a special signal for pedestrians indicates a green walking human figure symbol.
  - (5) While a steady red signal in the form of a disc is displayed or 2 alternately flashing red signals in the form of a disc are displayed, —
    - (b) pedestrians, riders of mobility devices, and riders of wheeled recreational devices facing the signal or signals must not enter the roadway unless a special signal for pedestrians indicates a green walking human figure symbol.
- 3.3 Traffic signals in form of arrow
  - (1) While a green signal in the form of an arrow is displayed,—

- (b) pedestrians, riders of mobility devices, and riders of wheeled recreational devices facing the signal must not enter the roadway unless a special signal for pedestrians indicates a green walking human figure symbol.
  - (2) While a yellow signal in the form of an arrow is displayed, —
    - (b) pedestrians, riders of mobility devices, and riders of wheeled recreational devices facing the signal must not enter the roadway unless a special signal for pedestrians indicates a green walking human figure symbol.
  - (3) While a red signal in the form of an arrow is displayed, —
    - (b) pedestrians, riders of mobility devices, and riders of wheeled recreational devices facing the signal must not enter the roadway unless a special signal for pedestrians indicates a green walking human figure symbol.
- 3.5 Traffic signals in form of standing or walking human figure
  - (1) While a special signal for pedestrians indicates a flashing or steady red standing human figure symbol, pedestrians, riders of mobility devices, and riders of wheeled recreational devices who are using the footpath and facing the signal must not enter the roadway.
  - (2) While a special signal for pedestrians indicates a green walking human figure symbol, pedestrians, riders of mobility devices, and riders of wheeled recreational devices may, —
    - (a) if facing the signal, enter the roadway to cross towards the signal; and
    - (b) if a “Pedestrians May Cross Diagonally During Cross” sign is installed, enter the roadway to cross towards the signal or to the diagonally opposite corner of the controlled area.
- **Stopping and Parking**
  - 6.14 Parking on footpaths or cycle paths
    - (1) A driver or person in charge of a vehicle must not stop, stand, or park the vehicle on a footpath or on a cycle path.



- (3) Nothing in subclause (1) prevents a person from stopping, standing, or parking a cycle, mobility device, or wheeled recreational device on a footpath if doing so does not unreasonably obstruct any other user of the footpath.
- **Driver Responsibility**
  - 7.1 Riding dangerously
    - (1) A person must not ride in or on a vehicle, or in or on an object conveyed on a vehicle, in a manner or position that may be liable to cause injury to that person.
  - **7.3 Unsafe vehicles and loads**
    - (1) A driver must not operate a vehicle in a condition or manner that causes or is liable to cause—
      - (a) injury to any person or animal; or
      - (b) annoyance to any person; or
      - (c) damage to any property; or
      - (d) distraction to the driver.
  - **7.3A Ban on use of mobile phones while driving**
    - (1) A driver must not, while driving a vehicle, —
      - (a) use a mobile phone to make, receive, or terminate a telephone call; or
      - (b) use a mobile phone to create, send, or read a text message; or
      - (c) use a mobile phone to create, send, or read an email; or
      - (d) use a mobile phone to create, send, or view a video message; or
      - (e) use a mobile phone to communicate in a way similar to a way described in any of paragraphs (b) to (d); or
      - (f) use a mobile phone in a way other than a way described in any of paragraphs (a) to (e).
- **Level Crossings**
  - 9.1 General requirements for level crossings

- (1) A person approaching or crossing a level crossing must keep a vigilant lookout for any approaching rail vehicle using the railway line.
- (2) A driver must give way to a rail vehicle using the railway line that is approaching and within 800 m of the level crossing.
- (3) A person must not walk or attempt to walk across a level crossing when there is a risk of that person being involved in a collision with a rail vehicle using the railway line.
- (4) A person must not ride, drive, or attempt to ride or drive a vehicle or animal on or across a level crossing when there is a risk of that vehicle or animal being involved in a collision with a rail vehicle using the railway line.
- **Rules relating to wheeled recreational devices**
  - 11.1 Use of footpath and roadway
    - (3) A pedestrian or driver of a mobility device or a wheeled recreational device using the roadway must remain as near as practicable to the edge of the roadway.
    - (4) A driver of a mobility device or wheeled recreational device on a footpath—
      - (a) must operate the device in a careful and considerate manner; and
      - (b) must not operate the device at a speed that constitutes a hazard to other footpath users.
    - (5) A person using a wheeled recreational device on a footpath must give way to pedestrians and drivers of mobility devices.
  - 11.1A Use of shared path
    - (1) This clause applies to a path that—
      - (a) may be a cycle path, a footpath, or some other kind of path; and
      - (b) may be used by some or all of the following persons at the same time:
        - (i) pedestrians:
        - (ii) cyclists:
        - (iii) riders of mobility devices:

- (iv) riders of wheeled recreational devices.
- (2) A person using the path—
  - (a) must use it in a careful and considerate manner; and
  - (b) must not use it in a manner that constitutes a hazard to other persons using it.
- (3) A rider of a cycle, mobility device, or wheeled recreational device on the path must not operate the cycle or device at a speed that constitutes a hazard to other persons using the path.
- (4) If a sign or marking on the path gives priority to pedestrians or cyclists, the following rules apply on the path:
  - (a) pedestrians, riders of mobility devices, and riders of wheeled recreational devices must give priority to cyclists if the sign or marking gives priority to cyclists:
  - (b) cyclists must give priority to pedestrians, riders of mobility devices, and riders of wheeled recreational devices if the sign or marking gives priority to pedestrians:
  - (c) no user may unduly impede the passage of any other user, whatever priority the sign or marking gives.
- 11.4 Crossing roadway
  - (1) A pedestrian or rider of a mobility device or wheeled recreational device who crosses a roadway elsewhere than on a pedestrian crossing or at a school crossing point must, whenever possible, cross at right angles to the kerb or side of the roadway.
  - (2) This clause does not apply at an intersection controlled by traffic signals if the pedestrian or rider is complying with a notice, sign, or marking maintained by the road controlling authority and indicating that such persons may or should cross otherwise than at right angles.
- 11.5 Entering crossings
  - A pedestrian or a rider of a mobility device or wheeled recreational device must not suddenly enter a pedestrian crossing when an approaching vehicle is so close to the

pedestrian crossing that the driver of the vehicle is unable to give way to the pedestrian or the driver or rider of the device.

- 11.6 Loitering on crossings or roadways
  - A pedestrian or rider of a mobility device or wheeled recreational device must not remain on the roadway, including a pedestrian crossing or school crossing point, longer than is necessary for the purpose of crossing the roadway with reasonable dispatch.
- 11.9 Towing restrictions
  - (2) A rider of a cycle, moped, or wheeled recreational device must not permit that vehicle to be towed by another vehicle.