

ADHESION CONTRACT FOR THE PROVISION OF SERVICES FOR THE GRANT OF THE PERSONAL, TEMPORARY AND COSTLY USE OF BICYCLES FOR INDIVIDUAL TRANSPORT, THAT, ENTERED BY AND BETWEEN ON ONE HAND THE TRADING COMPANY NAMED **5M2, S.A. DE C.V.**, THROUGH THEIR LEGAL REPRESENTATIVES, WHO WILL FURTHER ON BE REFERRED AS "**THE COMPANY**"; AND ON THE OTHER HAND HE/SHE (**THE REGISTERED USER**), BY ITS OWN MEANS AND WHICH FURTHER ON WILL BE NAMED AS "**THE USER**", FOR THE LEGAL EFFECTS THAT MAY TAKE PLACE, BEING SUBJECT IN THE SPIRIT OF THE FOLLOWING STATEMENTS AND CLAUSES:

### **STATEMENTS**

I. The **Company**, through their legal representatives, declares that:

- a. It is a Mexican trading company, duly registered in compliance with the laws of the Mexican United States (from now on referred as "**Mexico**"), as recorded in the Public Deed Number 14,883 with date February 9, 2001, executed before Licenciado Heriberto Castillo Villanueva, Head of the Notary Public number 69 from the back then Federal District whose first testimony was duly inscribed in the Registro Público de Comercio de la Ciudad de México under the number 274,104.
- b. Its statutory activity allows the subscription and compliance of the current Contract, and which in terms of the Multi-year Contract (term to be defined further on), is entitled to enter this document.
- c. Its legal representatives, Mr. Héctor Erick Arriaga Palmetto and Mr. Bernardo Álvarez del Castillo Vargas, are empowered to enter this Contract as stated in the Public Deed number 157,344 with date December 15, 2021, executed before Licenciado Joaquín Humberto Cáceres y Ferráez, Head of the Notary Public, no. 21, in Mexico City, and that those empowerments have not been removed, modified or limited in any way.
- d. On December 24, 2021, the Secretaría de Movilidad de la Ciudad de México (from now on referred as "**SEMOVI**") and the partnership between the **Company** and the trading company named BKT Bicipública S.A de C.V. noted as representative the **Company**, entered the Multi-year Contract of the Service of Renovation and Expansion of the Individual Transportation System on Public Bicycles ECOBICI in Mexico City, contract that empowers and grants authorization and/or license for the provision of Services under this document during the period of time from December 24, 2021 to November 30, 2027 (for purposes of this document referred as the "**Multi-year Contract**").
- e. The User may consult the Multi-year Contract in the Web Site <http://www.tianguisdigital.cdmx.gob.mx/ecobici/>. Additionally the User may check other applicable permits for the provision of the Services object in this document at [www.ecobici.cdmx.gob.mx](http://www.ecobici.cdmx.gob.mx)
- f. It is duly registered before the Registro Federal de Constituyentes number **CMD010221S1**.

g. For effects of this Contract, it notes its postal address at Av. Constituyentes No. 956; Colonia Lomas Altas; Alcaldía Miguel Hidalgo; Código Postal 11950; Ciudad de México, México telephone number: 55 5005 24 24 and/or 800 3262421; email [contacto@ecobici.mx](mailto:contacto@ecobici.mx)

h. Through the web site <http://ecobici.cdmx.gob.mx/> (from now on referred as "**Web Site**"), will give User support, in which also, the latter may be able to check the location and hours of services of the customer service to the User (from now on referred as "Centros de Atención a Personas Usuarías (CAPU)" and the digital communication channels.

i. This Contract has been duly registered before the Procuraduría Federal del Consumidor (from now on referred as "**PROFECO**", dated **September 22, 2023 and under the number 8460-2023**. Therefore, any difference that may exist between the text of the contract registered before PROFECO and the one entered into by the **User**, that causes damages to the latter, will act as non written in the contract entered into by the **User**.

II. The **User** declares, in their own right and under protest of telling the truth, that:

- a. Is a natural person with the economic capacity for the enjoyment and exercise required to enter this Contract.
- b. In the event the **User** is 16 years old and younger than 18 years old (from now on referred as the "**Minor**") this document is entered by the person that declares under protest to tell the truth and is the holder of the Minors parental authority or guardianship (from now on referred as the "**Guardian**") the latter gives their full consent for the Minor named (**NAME OF THE MINOR IN QUESTION**) may use the Services object in this document, bounding the **Guardian** before the **Company** to ensure that the Minor will oblige this Contract, being the **Guardian** responsible for the breach of the Minor to the terms established in this document.
- c. It is their willingness to hire the Services specified in this document under the terms established in it, accepting and declaring that the Company will assign a number of User (**NUMBER GIVEN BY THE SYSTEM**).
- d. All data provided to the Company in the Application Form that the Company has placed at their disposal for the provision of the Services indicated in this document (from now on referred as "**Application Form**" are true, updated and certain.
- e. Has read the whole Contract and is satisfied with it, fully understands how the Company will provide the Services specified in this document.
- f. For the purposes of this Contract, indicates that their postal address is (**POSTAL ADDRESS ENTERED IN THE APPLICATION**) telephone number: (**THE ONE THAT THE USER ENTERED IN THE APPLICATION**) and email (**THE ONE THAT THE USER ENTERED IN THE APPLICATION**); noting each one of these as legitimate means to hear or receive any type or notification and/or notice that come from this agreement.

- g. Is of nationality (NATIONALITY ENTERED BY THE USER IN THE APPLICATION), in case it is applicable, being duly subscribed before the Registro Federal de Contribuyentes under the number (**NUMBER ENTERED BY THE USER IN THE APPLICATION**)
- h. Knows and accepts the rights and liabilities noted in this Contract, and therefore, it is their will to enter it.

III. Both **Parties** jointly declare that:

- a. They acknowledge each others the legal status that they exercise and the legal capacity to enter and subscribe this Contract.
- b. It is of their interest and willingness to enter this Contract in the terms indicated in the spirit of the following:

## **CLAUSES**

**FIRST. OBJECT.** The Company is obliged to provide the User with the required services for the purchase by the User of a Membership (term to be define further on), as well as those services required for the Company to grant the User the temporary, personal and costly use of bicycles (from now on referred as in plural the "**Bicycles**" or in singular as the "**Bicycle**") for individual transportation of the User (for purposes of this contract referred as "**Services**").

The Bicycles may be used by the User following the terms and conditions indicated in this Contract and in the territory comprising several municipalities of Mexico City.

The User accepts and acknowledge that the Bicycles will be properly docked to the Docking Points (term to be defined further on), which are located in exclusive bicycle parking spaces (from now on referred as "Cicloestaciones" or "Cicloestación"), with the understanding that the Cicloestaciones are distributed in several affluence zones of Mexico City certain and/or determinable, locations which may be consulted by the User in the Web Site.

**SECOND. OF THE MEMBERSHIPS.** Without limiting what is established in this document, in order to the Company provide the Services object of this document, the **User** must select one of the modalities described further on (for the purposes of this Contract referred as "**Memberships**" or "**Membership**"), which must be established in the Application Form.

The **User** should not have other Memberships and/or additional accounts other than the one registered with their information before the system of the **Company**, in the exception of purchasing for a Minor, acting as **Guardian**.

- (i) Validity and Renewal of the Memberships: Except for those clauses that for any reason of its nature must prevale the validity of this Contract, the validity of it will be the same as the personal Membership that the User purchases, which, may be automatically renewed in accordance to the existing Memberships and the Table of Applicable Rates (term to be defined further on), for the same duration as the one originally purchased.

Accordingly to the above, the User authorizes the Company to make the applicable charge for the concept of renewal of the Membership, under the memberships and valid rates in the chart of rates published in the Web Site at the moment of the renewal (for the purposes of this Contract referred to as **Table of Applicable Rates**).

In the event the User does not want to renew their Membership as described before, they must, at least 48 hours before the Membership expires: (a) Make sure they don't have any pending balance; deactivate the option "auto renovación" - previously activated - in the section Users in the Web Site and/or in the mobile application called ECOBICI (from now on referred as "**ECOBICI APP**"); send an email to [contacto@ecobici.mx](mailto:contacto@ecobici.mx) (from now on referred as "**Email Address**") requesting not to auto renew; (d) the **Company** will send the User a no renewal form (from now on referred as "**The No Renewal Form**"), which must be filled, signed and sent by the User to the Email Address; (e) Within the next 24 hours, the **Company** will send the User a confirmation email; in this case, the **Users** Membership will only be valid during the time left in the Membership.

(i.i) Changes to the duration of the Membership: As established in this document, the **User** shall not have no more than one active Membership, aside from the exceptions mentioned in this document, if the **User** wishes to change the duration of the Membership, they must cancel it under the conditions established in this Contract and purchase a new Membership, for this they should enter the corresponding Contract through the channels designated by the **Company**, as well as make the payment of the new Membership, cost shown in the Table of Applicable Rates.

(i.ii) Cancellation of the Membership: The **User** may cancel their membership at any time which will end the validity of this Contract, for that, the **User** should, at least 48 hours before the time they want the cancellation done: (a) Make sure they don't have any pending balance; (b) activate the option cancel in the section Users of the Web Site and/or the ECOBICI APP; (c) send an email to the Email Address requesting the termination of the service; (d) the Company will then send the User a cancellation form (from now on referred as "**Cancellation Form**"), which must be filled, signed and sent by the **User** to the **Company** to the Email Address; (e) within the next 24 hours (twenty four) after the Cancellation Form has been sent by the **User**, the **Company** will send a confirmation email.

Notwithstanding the foregoing, the **User** accepts and acknowledges that even though they carry out the procedure mentioned in the paragraph above, they will not be entitled to any refund of the amounts paid, therefore in this act they accept and acknowledge that in such case, the **Company** shall be entitled to keep them, notwithstanding the fact that the latter will be liable for its obligations arising from this Contract, as long as it is in effect.

(ii) Of Temporary Memberships: The **User** will have the applicable options that will be published in the Web Site, with the understanding that the validity of the temporary Memberships shall run from the date the charge is accepted, and these will not be automatically renewed under any circumstances.

(iii) Types of Memberships and Rates: For the purposes of this Contract, following below are shown the different types of Memberships through which the service established in this Contract

will be accessed, with the understanding that any modification made to these from time to time, the **Company** will be obliged to respect the **User**, and those established in this document during the validity of the purchased Membership:

Name	Description	Cost	Validity
1 Day	Unlimited 45 minute trips in 24 hours.	118 MXN	1 Day
3 Days	Unlimited 45 minute trips in three days.	234 MXN	3 Days
7 Days	Unlimited 45 minute trips in seven days.	391 MXN	7 Days
Annual Plan	Unlimited 45 minute trips.	521 MXN	Annual

For the purposes of this Contract, following below is shown the Table of Applicable Rates, with the understanding that any modifications made to these from time to time, the **Company** will be obliged to respect the **User**, and those established in this document during the validity of the purchased Membership:

Concept	Cost
From minute 46 to 60	\$ 25.00 MXN
Additional hour or fraction	\$ 50.00 MXN
Card Replacement	\$ 15.00 MXN
Usage longer than 24 hrs.	\$ 8,000.00 MXN

(iv) Of Payments: The **Company** informs the **User**, and this accepts, that the payment of the amounts mentioned in this Contract, must be made in Mexico's national currency, notwithstanding that in its case, the **Company** may receive payments in a different currency,

which will be informed by the Company to the **User**, from time to time, through the Web Site or any other channel designated by the **Company**.

Payments referred to in this Contract must be made in a single exhibition by the **User**, with the exception of the cases expressly indicated in this Contract, as well as in the purchased Membership allows payment in installments.

Any type of Membership may be purchased by the **User** using a credit or debit card (from now on jointly referred as "**Bank Card Holder User**") or by paying cash.

(iv.i) Bank Card Holder User - Credit Card Payment: Any type of Membership may be purchased by the **User** using a credit card, backed up by a Banking institution and valid for online purchases, the **User** must cover the amount of it, as well as those established in the Table of Applicable Rates, which will be charged by the **Company** at the moment these happen, under the terms established in this document.

The **User** hereby authorizes the **Company** to make the applicable charges for the concepts established in the Table of Applicable Rates, as well as those established in this document.

(iv.ii) Bank Card Holder User - Debit Card Payment: Any type of Membership may be purchased by the **User** using a debit card (Visa or MasterCard) (from now on referred as "**Debit Card Payment**", backed up by a Banking institution and valid for online purchases, the **User** must cover the amount of it, as well as those established in the Table of Applicable Rates, which will be charged by the **Company** at the moment these happen, under the terms established in this document.

The **User** hereby authorizes the **Company** to make the applicable charges for the concepts established in the Table of Applicable Rates, as well as those established in this document.

Notwithstanding the foregoing, in case the **User** makes the Payment with a Credit or Debit Card on the terms established in this section, the Company might ask the **User** for a Security Deposit paid in cash and grant Guarantee of the Guarantors (term to be defined further on). The foregoing, to guarantee the fulfillment of its obligations in terms of this document.

For the purposes of the Security Deposit, the **User** that pays with Debit Card, must follow the next steps: The User must go to any of the Users Attention Centers (CAPU), to hand in the documents required for this, or that are established in the Terms and Conditions, with the understanding that once completed this step, the **Company** may generate: (a) a money order for the Security Deposit; and/or (b) any other that apply (from now on referred as "**Money Orders for Debit Card Payments**"). The Money Orders for Debit Card Payments will be sent to the User to the email registered in this document or in the Application Form and will be valid for 3 (three) days; the **User** will have to go to the any convenience store designated by the **Company** (from now on referred as "**Prepayment Stores**") in order to make the payment of the Money Orders for Debit Card Payments, on the understanding that if the payment is not made within the next 3 days, the **User** will have to follow the first steps of this paragraph to get new Money Orders for Debit Card Payments. The next business day from the time the **User** makes the payment of the Money Orders for Debit Card Payments, they must go to any of the Attention Centers for Users

(CAPU) so the **Company** can validate these payments and if its the case, give them the Membership, in the understanding that in that case, the **User** will receive an email to the Email Address previously indicated to where the number of **User** will be sent.

The **User** accepts and acknowledges that they must cover any additional fees, independent and external to this Contract, generated by the Prepayment Stores.

(iv.iii) No Bank Card Holder User: In case the **User** does not have a credit and/or debit card backed by a Banking Institution to make the payments that in terms of this document (for the purposes of this document referred as "**No Bank Card Holder User**") they must make, the No Bank Card Holder User shall make the payment of their Membership as well as any other applicable amounts in terms of the Table of Applicable Rates, the Security Deposit, as well as in case it is required by the Company carry out the Guarantee of the Guarantors, to guarantee the fulfillment of the obligations undertaken in this document, through cash payments, for that, they must follow the following procedure:

The **No Bank Card Holder User** must go to any Attention Centers for Users (CAPU), to hand in the documents required for this, or that are established in the Terms and Conditions, with the understanding that once completed this step, the **Company** will proceed to make the register of the **No Bank Card Holder User** in the system and will generate money orders: (a) one for the payment of the Membership; (b) another for the Security Deposit; and/or (c) any other that may apply (from now on jointly referred as "**Money Orders for Cash Payments**"). The Money Orders for Cash Payments, will be sent to the **No Bank Card Holder User** to the email indicated in this documents o in the Application Form and will be valid for 3 (three) days; the **No Bank Card Holder User** will have to go to any Prepayment Store in order to make the payment of the Money Orders for Cash Payments, on the understanding that if the **No Bank Card Holder User** does not complete the payment within the next 3 days, they will have to follow the first steps of this paragraph to get new Money Orders for Cash Payments. The next business day from the time the **No Bank Card Holder User** makes the payment of the Money Orders for Cash Payments, they must go to any of the Attention Centers for Users (CAPU) so the **Company** can validate these payments and if it is the case, give them the Membership, in the understanding that in thatcase, the **No Bank Card Holder User** will receive an email to the Email Address preciously indicated to where the number of **User** will be sent.

The **No Bank Card Holder User** accepts and acknowledges that they must cover any additional fees, independent and external to this Contract, generated by the Prepayment Stores.

**THIRD. OF THE USE OF BICYCLES.** The **User** will have full access to the available Bicycles in the Cicloestaciones, however, the **User** may only use one bicycle at a time. The **Company** will be obliged to grant the use of Bicycles in optimal conditions, making responsible to the **User** of returning the Bicycle in the same conditions they borrowed it, the foregoing under the terms established in this Contract.

During the time the **User** has legal possession of the Bicycle, they will be obliged to use it solely for transport the **User**, on the understanding that the use of it shall not generate any profit, and shall do so under the **User's** responsibility, that is, in compliance to the applicable legal

provisions, to the terms established In this document, as well as the Terms and Conditions published in the Web Site and/or the ECOBICI APP arising from this document (for the purposes of this Contract referred as the "**Terms and Conditions**").

The **User** accepts and acknowledges that a the moment of borrowing the Bicycle from the Cicloestación, they receive it to its full satisfaction, the **User** is obliged to cover in favor of the **Company**, to the market places, a or the missing parts of the Bicycle, the damages and/or parts of the Bicycle that have or don't have, as applicable, at the moment the **User** returns the Bicycle to any Cicloestación. The **User** accepts the inspection the **Company** might make to the Bicycle for the above purposes, it may be done at the moment the **User** return the Bicycle, or later, in which case, will not exempt the **User** of the responsibility for the use they made of the Bicycle during the time of the legal possession of the Bicycle by the **User**.

For clarity purposes to what is established in this document, once the Bicycle is borrowed from the Docking Point located at the Cicloestación, the User will have 2 (two) minutes to validate the status of the Bicycle, its accessories, the Docking Point and/or the Cicloestaciones, and if it is the case, initiate the trip or return the Bicycle, on the understanding that in the assumption the User starts the trip and/or does not return it and/or does not report what is mentioned above, within the period described in this paragraph, will mean that the Bicycle was received, the accessories, the Docking Point and the Cicloestaciones are in perfect conditions, without any damage, therefore any damage the Bicycle, its accessories, the Docking Point and/or the Cicloestaciones have or any other mayor natural wear because of the use in terms of this document by the User, will be liability of the User, under the terms established in this Contract.

Both parties agree that the **User** shall not be liable to the **Company** regarding the hidden defects the **Bicycle** might have at the moment of use by the **User**, it being understood that for the above purposes, hidden defects will be considered, those defects that may not be visible for both parties and that are not aware of them.

Independently of the type of Membership, the **User** will be obliged to correctly dock the Bicycle to the Docking Point located at the Cicloestaciones, at the end of their tip. The foregoing, may be done within a period no longer than 45 (forty five) minutes of continuous use and/or the period that the purchased Membership establishes, as it applies. Notwithstanding the foregoing, the **User** may keep using the Bicycle for an additional period of time, on the understanding that each additional minute, after the period referenced here, will be subject to the charge of surcharges in terms of the Table of Applicable Rates. Notwithstanding the foregoing, in case the **User** exceeds the time of use of the Bicycle noted before, and/or this is not returned in the time and form established in this document, the **User** will be liable to cover in favor of the **Company** the applicable compensation in the terms established in this document, proportionally to the non-compliance, to the type of Membership purchased and as established in the opinion of the Third Party designated by the **Company**, the foregoing without prejudice to the obligation of payment of the applicable rates established in the Table of Applicable Rates and/or any additional charges applicable in terms of this Contract.

The **User** accepts and acknowledges the **Company** will not be responsible for any forgotten objects by the **User** in the Bicycle, its accessories, in the Docking Point, Cicloestaciones,



Attention Center for Users (CAPU), nor in the equipment that conforms the Polygon determined for the Cicloestaciones.

#### **FOURTH. OF THE NON-COMPLIANCE, SUSPENSION AND CANCELLATION OF THE SERVICES.**

- I. **Non-Compliance by the User:** Both **Parties** agree that any false statement in the declarations and/or guarantees by the User, as well as the breach of obligations established in this document, will be cause of temporary suspension and/or cancellation of the Services in accordance with what is established in this document, without the need for a court declaration, without it indicates any liability for the **Company**, nor motive for total or partial refund to the **User** about the amounts already paid and/or accepted for the Membership purchases, to the Table of Applicable Rates and/or what is established in this document.
- a. **Of the temporary suspensions:** Both **Parties** agree that the **Company** shall be entitled to discontinue the provision of the Services established in this document to the **User**, in the cases noted in this document, including without limiting: (i) not being able to make the charge or charges for additional time of use of the Bicycle automatically, according to the Table of Applicable Rates, the valid Membership, applicable fees and/or anything else established in this Contract; (ii) not having updated personal and emergency information, including without limiting, ID, home bill, insurance beneficiary, telephone and email.

Once the **User** rectifies the cause(s) for suspension(s) mentioned in the paragraph above, the **Company** will be obliged to reactivate the provision of the Services established in this document in a period no longer than 3 (three) business days subsequent to the date the **User** sends the notification of rectification and the **Company** confirms that it has indeed been corrected.

b. **Of the cancellation:** Notwithstanding those established in this document, the User accepts and acknowledges that it will be cause for cancellation of the provision of the Services, and therefore, will end the validity of this Contract, when in two or more occasions, any of the following cases may arise:

- (i) *Total or partial failure of the Bicycle, its accessories, Docking Point or Cicloestaciones, discarding the natural wear of the use of those;*
- (ii) *Paste any sticker or make any modifications to the physical appearance of the Bicycles, its accessories, Docking Points or Cicloestaciones;*
- (iii) *Exceed 4 times 8 (eight) hours of continuous use of the Bicycles;*
- (iv) *When the **Company** tries to make any pending charge in the terms defined in this Contract, including without limiting, the auto - renewal of the Membership, and the change might not proceed for any reason;*
- (v) *Misrepresentations in the declarations and/or non compliance of any of the obligations established in this Contract by the **User**;*

- (vi) *In case of an update in any of the following conducts by the **User**: (a) lending the MI Card (term to be defined further on); (b) incorrect use to the Bicycles, its accessories, of the Docking Point, of the Cicloestaciones and/or the MI Card; (c) unguarded Bicycle; (d) disregard of the duty of care of the Bicycle, its accessories, the Docking Point or Cicloestaciones, on the understanding that for the purposes established in this document, the duty of care must be the one of due diligence of the **User** in compliance with the liabilities acquired in terms of this document, even in risk situations.*

Notwithstanding the fact that the **Company** may suspend and/or canal the Services object of this document in terms of the foregoing, without a refund, the **User** will be responsible for the damages resulting from such breaches of contract, including without limiting, in the assumption that there is presumption of loss of the Bicycle, which will be presumed every time the Bicycle is not properly docked to the Docking Point located in the corresponding Cicloestación under the terms established in this document and/or in the Terms and Conditions, within the next 24 hours that they trip was initiated by the **User**, the foregoing, without prejudice that the latter will be liable to cover the market value of the Bicycle, this without prejudice of the obligations of payment of the rates published in the Table of Applicable Rates, in the Web Site and/or the ECOBICI APP.

II. Non - compliances of the **Company**: The **User** shall be entitled to terminate this Contract for any cause attributable to the **Company**, in the assumption that this may have incurred in misrepresentations in the declarations in terms of this document, that does not comply with the obligations established in it, as well as those cases indicated in the applicable law, in which case and without prejudice to the Bonus (term to be defined further on) that the **User** will be entitled to in terms of this Contract, the **Company** will be responsible for the applicable sanctions, as well as for the damages and prejudices cause to the **User** and that those are dictated by the competent authority.

**FIFTH. OF THE DISCLAIMERS.** Both **Parties** agree that the **User** may make any clarification regarding their registry account from the Web Site, the Ecobici App, telephone, email address, in person at the Attention Centers for Users, (CAPU), or through any other mean to that effect be informed through the Web Site.

In the cases that it is proven that the charge made was not responsibility of the **User**, the **Company** will make the necessary arrangements in order to initiate the process of reimbursement in accordance to that is established in the Seventh Clause (of the Process of Reimbursement) of this Contract.

In case the **Company** fails to comply with its obligation described in the paragraph before, this shall be liable to the **User** in terms of the applicable legislation and of this Contract, the foregoing, without prejudice that the **User** will be entitled to the Bonus referred to in this document.

**SIXTH. OF THE SECURITY DEPOSIT AND GUARANTORS.** On the one hand, in order to ensure the compliance of the obligations assumed by the **User** in this document, the **Company** may request those **Users** to make the applicable payments using a Debit Card, as well as to the No Bank Card Holder Users, at the moment they make the payment of the Membership, without

prejudice of any other amount and/or requirement they have to pay and/or cover in terms of this document and/or the Terms and Conditions, make a security deposit of **\$8,000.00 (Eight thousand Pesos 00/100 )** (for the purpose of this Contract referred as the "**Security Deposit**").

At the end of the term of this document, as long as there have been full compliance by the User of the obligations established in this document and the **User** has canceled the Membership under what is established in this Contract, the **Company** will be liable to return the Security Deposit to the **User** in terms of what is established in the Seventh Clause (of the Process of Reimbursement) of this Contract, on the understanding that the **User** shall cover the commission amounts generated for paying cash, which may be covered through the Security Deposit.

On the other hand and without prejudice to what was established before, in order to ensure the compliance of the obligations undertaken by the **User** in this document, the Company may ask the User that paid with a Debit Card as well as the No Bank Card Holder Users, that 2 (two) people (for the purposes of this document referred as "**Guarantors**") sign the document that the Company will provide for this purpose, in which will be reflected the commitment that the Guarantors make to comply the obligations that for the purposes of this document the User acquires (for the purposes of this document referred as ("**Guarantee of the Guarantors**").

Both Parties agree that the Guarantee of the Guarantors will only be applicable in case the User referred to above not fully complies to its obligations for the purposes of this document, that the Security Deposit does not fully cover the damages of the non - compliance or that does not fully covers the obligations undertaken by the User and as long as the 3 Day Payment Obligation (term to be defined further on) has not been satisfied.

**SEVENTH. OF THE PROCESS OF REIMBURSEMENT.** Both **Parties** agree that in the cases that for the purposes of this document, the **Company** is liable to make any reimbursement to the **User**, the provisions of this Clause shall apply.

For purposes of the above, in order for the **Company** to be able to carry out the reimbursement referred to above, the **User** accepts and acknowledges that the Membership must be valid and free of debt for any concept.

Once the above is complied, the **User** shall notify the **Company** the claim for reimbursement, which must be done at the Attention Centers for Users, on the understanding that the **Company** shall initiate the procedure for the refund of the corresponding amounts, which may take up to 30 (thirty) business days from the date in which the **Company** receives the notification mentioned above. Once the **Company** verifies the compliance of the Users obligations established in this document, as well as what is indicated this Clause, the **Company** will refund the **User** the corresponding amounts, which will be made through a wire transfer and/or a deposit to the account under the **Users** name to through a check to the **User**, which will be notified to them by the **Company** to the email indicated in this document and/or the Application Form.

**EIGHTH. OF THE DAMAGES.** Notwithstanding the provisions of this Contract and/or any other amount the **User** shall cover in favor of the **Company** in terms of what is established in this document and/or in the Table of Applicable Rates, in case the Bicycle has not been return in the

terms established in this document and/or any other non-compliance by the **User** to its obligations established in this document and/or in case of misrepresentations in the declarations and/or the guarantees given by the **User**, without prejudice to the amounts the **User** must cover in purposes of this document, the **Company** may designate a third party in order to validate those facts and the additional amounts the **User** might cover in terms of this document (for the purposes of this Contract referred as "**The Third Party designated by the Company**").

For the purposes of what is established above, the **Company** might notify the **User**, whether immediately or in a subsequent verification of those facts, the report made for this purpose by the Third Party Designated by the Company. The **User** will have a period of 10 (ten) natural days from the moment the notification mentioned above is sent by the **Company**, to designate a third party specialist in the facts mentioned in that notification (for the purposes of this document referred as "**The third Party Designated by the User**", in order to argue their case as they see fit (from now on referred as "**Out-of-court Procedure**").

In case the period of time mentioned above ends, the **Company** does not receive the applicable report by the Third Party Designated by the **User**, or this is not made in accordance to the provisions of this Clause, it will be assumed that the User agrees with the report made by the Third Party Designated by the **Company**; in which case, the amounts indicated in the report made by the Third Party Designated by the **Company**, shall be covered by the **User**, whether it is by the charge made by the Company through the Charge to the Bank Account (term to be defined further on) and/or through the execution of the Security Deposit.

In case there is a discrepancy between the report made by the Third Party Designated by the **Company** and the report made by the Third Party Designated by the User, the Company shall be entitled to execute the charge of these amounts through the Charge to the Bank Account or through the execution of the Security Deposit. Notwithstanding the foregoing, the **User** shall be entitled to initiate any action established in this document, as well as those administrative and/or judiciary as they see fit, on the understanding that once there is a firm resolution that supports the report made by the Third Party Designated by the User and absolves the **User** for the payment of those amounts, the **Company** will be obliged to reimburse those in terms of the Seventh Clause (*Of the Process of Reimbursement*) of this Contract.

For the purposes of what is established above: (a) the Bank Card Holder **User** authorizes those amounts to be charged to the bank card linked to the Membership (for the purposes of this Contract referred as "**Charge to the Bank Account**"); (b) **The No Bank Card Holder User** and the **Bank Card Holder User** that may have made the payments through the Payment with DebitCard which amount cannot be charged to the bank card linked to their Membership in terms of the subsection (a) above, authorize that those amounts may be charged by the execution of the Security Deposit; (c) Regarding the subsection (b) above, in case the Security Deposit is not enough, as well as those **Bank Card Holder Users** for which it is not possible to carry out the Charge to the Bank Account, the **User** shall be liable to make the payment of the amount within the next 3 (three) business days from the moment it is required by the **Company** (for the purposes of this Contract referred as "**3 Day Payment Obligation**") which may be carried out through the Guarantors; the foregoing unless in terms of this document is established otherwise.

The **Company** will make the Charge to the Bank Account or will execute the Security Deposit for the charges of the amounts established in the Table of Applicable Rates and/or to cover the amounts mentioned in this Clause. The foregoing will be applicable without prejudice of the possible liability that could be imputable to the **User**. The responsibility mentioned above may be imputable to the **User**, for the time in which the Bicycle was in their physical possession and the terms of this Contract have not been complied, there have been damages caused to the Bicycle, its accessories, the Docking Points and/or the Ciclostaciones, or that the damages come from a deterioration greater than the natural wear, or for any other cause that may be directly or indirectly imputable to the **User**, as well as acts of vandalism that happen during the physical or legal possession of the Bicycle, its accessories, the Docking Point and/or the Ciclostaciones by the **User**.

The appraisal of the loss, the damages, as well as the deterioration beyond the natural wear of the use of the Bicycles, its accessories, the Docking Point and/or the Ciclostaciones in terms established in this Contract, will be the market value of the Bicycle, its accessories, the Docking Point and/or the Ciclostaciones, which will be ruled by the Third Party Designated by the Company in terms of what is established above.

The provisions of this Clause may be applicable, without prejudice to the fact that once the charge has been applied to the Bank Account or the Security Deposit, the **User** might execute each and every one of the administrative and legal actions that the applicable law grants in their favor, against the **Company** and/or any Third Party.

Without prejudice of the out-of-court proceedings and that the **User** will be entitled to the means of defense established in the applicable law, including without limiting the proceedings before administrative and legal authorities, the **Company** reserves the right to exercise all the rights contained in this document arising from the non-compliance of the obligations by the **User**, as well as the damages caused to the Bicycles, its accessories, the Docking Point and/or the Ciclostaciones during the time they are in legal possession of the User under the terms established in this Clause, such reservation of rights will be for a period of 90 (ninety) natural days after the date in which the **User** terminates or the Membership expires. In this sense, aside from the type of Membership the **User** purchases, they accept and acknowledges that the Company is entitled to charge the concepts established in this document and in the terms established in it.

#### **NINETH. OF THE ABANDONMENT, SUBTRACTION AND LOSS OF BICYCLES.**

Notwithstanding the foregoing mentioned in this document, in case that during the Bicycle is in legal possession of the **User**, this may be stolen, subtracted or lost, the **User** shall follow the next procedure:

- (i) The **User** will be liable to give immediate notice to the **Company**, on the understanding that such notification must be made through the channels the **Company** indicates to the **User**.
- (ii) The **User** must follow the requirements indicated by the **Company**, including without limiting:

- (a) The **Company** may request the **User** to make a report of the specific event to the 911. This report, shall be made no later than 8 (eight) hours after the happening of the event referred to in this Clause.

In case that the **User** makes the report in the period of time established in this subsection, the **Users** Membership will still be valid according to the Membership purchased.

If 24 (twenty four) hours later from the time the **User** borrowed the Bicycle from the Docking Point, the User returns the Bicycle to any available Docking Point, the **Company** will only charge the User for the applicable rates in terms of the Table of Applicable Rates, the foregoing without prejudice of what is established in this document.

On the other hand, if 24 hours (twenty four) later from the time the **User** borrowed the Bicycle from the Docking Point, the Bicycle has not been returned to any Docking Point, without prejudice to the amounts that the **Company** may charge in terms of this document, including without limiting, those established in the Tables of Applicable Rates, the **User** will be obliged to pay the **Company**, the amount of \$8,000 (Eight thousand Pesos 00/100).

- (b) The **Company** may request the **User** to file a report with the Public Prosecutor's Office, which may be done within the next 24 (twenty four) hours from the event referred to in this Clause.

- (iii) The **User** will be liable to notify the **Company**, once the reports mentioned in the subsections (ii), for which, the User will hand in all the information the **Company** requires.

**TENTH. OF THE TRAFFIC VIOLATIONS.** Both **Parties** agree that in order to prevent any traffic violation and/or any other prohibited behavior by the legislation and/or applicable regulations, the **User** must follow the legislation and applicable regulations, including without limiting, that in matters of traffic, mobility and civic culture applicable in Mexico City.

In case of accident or traffic violation in which the **User** may be involved, they must follow the next procedure:

- (i) They must report it immediately to the area of attention to users through telephone and/or through any other way that may be published in the Web Site for this purpose.
- (ii) The **User** must stay at the place of the event until a representative of the **Company** arrives or support personnel and a traffic officer of the Secretaría de la Seguridad Ciudadana. Except in those cases when the health condition of the User requires immediate medical attention, hospital transfer, in the assumption that derived from the legislation and/or applicable regulations the transfer of the **User** may be required.
- (iii) During the period of time mentioned above, the **User** will be liable to safeguard their physical integrity, the Bicycles and its accessories, until the personnel mentioned above arrives to the scene.

The **User** shall be precluded from making any type of arrangement and /or negotiation with the third parties involved in the traffic violation, the foregoing, without prior authorization by the **Company** and/or the designated personnel.

The traffic violations that are reported shall be verified jointly by the **Company** and SEMOVI, through the procedures of disclaimer of responsibilities and in the times indicated for this.

Both **Parties** agree that in case the traffic violation was caused by any malfunction of the Bicycle and/or inadequate maintenance, all the generated expenses will be covered through the valid Insurance that the **Company** has and by the procedures and times indicated to the **User**. Notwithstanding the foregoing, the **Company** will not be responsible and will not be liable to compensate for those damages and/or violations that are not caused by defects of the Bicycle and/or its inadequate maintenance, in this case, in both cases the **User** will be responsible for any damage caused by their lack of ability when using the Bicycle and/or as a consequence of any breach of the terms in this Contract.

In case the **User** do not comply with the any of the procedures mentioned above, the **Company** will be entitled to limit the compensation payment or declare the payment inadmissible, unless the delay, absence of report or lack of the procedures are the result of an act of God or force majeure.

The **User** accepts that the appraisal of the damages reason for the facts referred to in this Clause, will be carry on by the corresponding insurance agency of the competent authority this following the elements and procedures established for it.

**ELEVENTH. OF THE RIGHTS AND OBLIGATIONS OF BOTH PARTIES.** Without prejudice to the obligations that both **Parties** assume in terms of this document, they will be liable of:

I. The **User**, and in its case, the Minor:

- (i) Ride and use the Bicycle following the law and applicable regulations, including without limiting, that of mobility, traffic, civic culture and others, as well as following what is established in this Contract.
- (iii) Prior to the use of the Bicycle, they must verify the physical status and mechanic of the Bicycle, its accessories, the Docking Point and the Cicloestación in the terms established in the Third Clause (*Of the Use of the Bicycles*) of this Contract.

In case the **User** finds any defect during its use, they must suspend it and report the **Company** this defect, docking the Bicycle to any Docking Point in a Cicloestación and push the button of repair (this means, the piece located in the Cicloestación that once is pushed it activates), otherwise, shall be in accordance to what is established in the Third Clause (*Of the Use of the Bicycles*) of this Contract, that is, it shall be understood that the **User** receives with any defects and in optimal conditions, for which any damage aside from the normal use of the Bicycle, its accessories and the Docking Point and the Cicloestaciones, will be responsibility of the **User** in the terms established in this document.

For any report of physical, mechanical or electrical defect, complaints or claims, the **User** shall report them through the Web Site, the ECOBICI APP, going to any of the Attention Centers to Users (CAPU), or by any other mean informed by the **Company**, on the understanding that the latter should inform this immediately to point out what its right proceeds.

(iii) Safeguard at all times the Bicycle, its accessories, the Docking Points and the Cicloestaciones, likewise, the **User** will be liable to verify that the Bicycle is not parked outside the Docking Point designated for its return, it being understood that for the purposes of this document shall be understood as "**Docking Point**" the exclusive space for the docking of the Bicycles at the Cicloestaciones.

(iv) If any mechanical or electrical damage to the bicycle, its accessories, the Docking Point to the Cicloestaciones or the loss of any of its parts should occur, the **User** shall report it to the **Company** immediately, in any case its liability shall remain in case the defect was cause by any act occurred in the time the User was in physical and/or legal possession of the Bicycle, such as hits, overloads, abnormal uses, etc.

(v) Pay in time and form the amount of the fines and/or penalties that in its case were imposed by violations to the law and applicable regulations, was well as what is established in this Contract, on the understanding that the **Company** will be entitled to make the charge of those amounts, at the moment or subsequent to which they are due the payments of the applicable amounts established in this document.

(vi) At the moment of returning the Bicycle at the Cicloestación, the **User** shall make sure the docking at the available Docking Point was successful, that means, to secure the Bicycle in the Docking Point a the Cicloestación, the **User** shall align the front triangle of the Bicycle to the available Docking Point and push, on the understanding that a sound signal will be emitted and the light will turn green, which will indicate the Bicycle has been secured correctly to the Docking Point, i.e., the docking was correct and successful.

If by the contrary, the Bicycle is not secured correctly to the Docking Point, the light will turn red and a longer sound signal will be emitted, i.e., the docking was incorrect and unsuccessful, and it shall be understood that the User is still in possession of the Bicycle. On the assumption that the docking was incorrect or unsuccessful, the User shall repeat the process mentioned in the paragraph above until the light turns green and the Bicycle is properly secured to the Docking Point. If after several attempts the light does not change to free, the User shall return the Bicycle to any other available Docking Point, on the understanding that in any time, the User will be entitled to contact the Attention Center for Users (CAPU) to get assistance, and can also check the status of the trip in the ECOBICI APP.

The **User** accepts and acknowledges the charges generated for additional time of use and for the Bicycle theft in case of making an incorrect return, will be responsibility of the User under the terms established in this document.

## II. The **Company**:



- (i) Grant the **User** the use of the Bicycle in optimal conditions of the use, on the terms established in this document.
- (iv) Provide the services covered by this document under the terms established in this Contract.
- (v) Give attention to the User through the means expressly indicated in this document.
- (vi) Comply each and every obligation established in this Contract and under the terms of it.

B. Both the **User** and the **Company**, will have each and everyone of the rights expressly described in this Contract, as well as those established by the law and the applicable regulations.

**TWELFTH. OF THE MI CARD.** Both Parties agree that the **User** that purchases a Membership, will be entitled, if it is their wish, to get an Integrated Mobility Card, which is an electronic payment method without contact designed for the public transport of Mexico City (for the purposes of this document referred to as "**MI Card**").

The **User** may link the MI Card to their account, through the Web Site of the ECOBICI APP, with which, will be identified as User and will be used to borrow a Bicycle from the Docking Point at the Ciclostación.

In case of theft or loss of the MI Card, and without prejudice that the **User** must carry out the procedure defined by SEMOVI, the User must go to any Attention Center for Users (CAPU), make a call to the **Company** and/or any other mean indicated in the Web Site, to the effect that once the **User** has done all of the actions indicated by the **Company** for the conducive purposes, the MI Card will be unlinked to the Users account, on the understanding that from that moment the **Company** will give the corresponding attention folio, the User will no longer be responsible before the **Company** for the use of the MI Card. In case the User wishes to replace this MI Card, they must cover all the corresponding expenses for the replacement.

By virtue of the foregoing, in case of theft or loss of the MI Card, the **User** will be liable to carry out all the actions indicated in the paragraph above, since any use that is given to the MI Card, before the **Company** issues the corresponding folio, will be responsibility of the **User** in the terms established in this Contract, because if on Bicycle is borrowed through the MI Card linked to the Users account, any charge, fee or additional amount will be charged to the bank account linked to that MI Card. The **User** will be liable before the **Company** of any use given to the MI Card before the **Company** issues the attention folio mentioned in this Clause.

**THIRTEENTH. OF THE BONUS.** This Contract may terminate for cases attributable to the **Company**, in case that it does not comply the obligations to which it is subject in terms of this document, as well as the assumptions established in the applicable law in accordance with the applicable administrative and/or legal procedures in which case, the **Company** will be liable to the sanctions imposed by the competent authority. The foregoing, without prejudice that the **Company** must grant the **User** a bonus of 20% (twenty percent) of the amount paid by the **User** regarding the subscription to the Membership, the foregoing, for every non-compliance ruled by the competent authority (for the purposes of this Contract referred to as the "**Bonus**"), on the understanding that the Bonus may be used by the **User** and will not be transferable to any other user.

The right that the **User** has to the Bonus mentioned in this Clause, must be executed by the latter, as long as the multi-year Contract is still valid.

**FOURTEENTH. OF THE PROHIBITIONS FOR THE USER.** Without bias to those established throughout this Contract and/or in the Terms and Conditions, the User is prohibited for:

- (i) Use or take advantage of the Bicycles, their accessories, the Docking Points and/or the Cicloestaciones for a profit or commercial purpose.
- (iv) Use the Bicycle, its accessories, the Docking Points and/or the Cicloestaciones to drag or tow objects.
- (v) Overload the Bicycle, its accessories, the Docking Points and/or the Cicloestaciones, regarding its resistance and normal capacity, which, for the case of the Bicycle is one person, and in case of the Bicycle rack, is 10(ten) kilograms maximum.
- (vi) Enter with the Bicycle, directly or indirectly, any race or security testing, resistance, velocity and/or any other similar.
- (vii) Ride or use the Bicycle in gaps, unpaved roads or tracks or those that are in no conditions for the individual Bicycle trip.
  - (viii) Transport on/with the Bicycle: weapons; explosive or flammable materials; sharp objects; any object prohibited by the law or applicable regulations in Mexico City; objects that exceed the dimensions of the Bicycles rack and/or obstruct the visibility when riding; alcoholic beverages; narcotic or psychotropic drugs, even when those transport were made within the legal regulations.
- (ix) Use the Bicycle and/or the Cicloestaciones in a different way to what is indicated in this Contract, as well as make any repairs to those, or try to do it. In this sense, any malfunction that the User detects, must be reported at the Attention Center for Users (CAPU), taking the Bicycle to a Cicloestación, and in its case, pressing the repair button, or through any of the communication channels published in the Web Site.
  - (x) That the Membership may be used by any other person other than the User.
- (xi) Make any kind of change or modification to the equipment that is an integral part of the system installed in the polygon assigned for the station, or, specifically, to the Bicycle, its accessories and/or the Cicloestaciones, on the understanding that for the purposes of what is indicated in this document, it will be understood as "Polygon" as the are built by a land are where the services object of this document operate.
- (xii) Exceed the limit of time permitted in accordance to the purchased Membership.

- (xiii) Use the Bicycle, its accessories, the Docking Points and/or the Cicloestaciones in a different way or for different purposes, than the ones established in this Contract, on the understanding that the User is liable for those when in their possession.
- (xiv) Lend, lease, sublease and/or any other way through which the Bicycle, its accessories and/or the MI Card are given for use, for consideration or free of charge.

**FIFTEENTH. CIVIL AND CRIMINAL LIABILITY OF THE USER.** Without bias of what is established in this Contract, as well as in the law and/or applicable regulations, the User shall have civil or criminal liability, when:

- (i) Lends their identification data to another person other than the User and it causes damages to any of the assets that operate for the provision of the Services and/or the damages those people cause to a third party to its assets or people.
- (xv) Any damages to the Bicycle, its accessories, the Docking Points and or the Cicloestaciones exist during the time the User has physical or legal possession of them.
- (xvi) Any act and/or legal fact the law indicates as an illicit act, and that those are done when using the Bicycle, its accessories, the Docking Point and/or the Cicloestaciones, or during the time the User has physical or legal possession of the Bicycle.
- (xvii) Any damage or harm that the User causes because of their lack of ability when using the Bicycle, its accessories, the Docking Point and/or the Cicloestaciones, including without limiting, during riding it.

The foregoing as long as it is proven by the appropriate and necessary means in the judicial process in question.

**SIXTEENTH. PROBABLE FACTS CONSTITUTING CRIMES.** Without bias to what is mentioned in the Ninth Clause (Of the Abandonment, Subtraction and Loss of the Bicycles) of this Contract, in the event of a probable fact constituting of a crime, the **User**, shall give notice immediately both the **Company** and the competent authorities who should be aware of the fact.

For the purposes of the preceding paragraph, the **User** is obliged to contribute with the Company in the procedure that is required, being also liable to file the necessary complaint to the competent authorities, if applicable, as well as any other actions required by the Company.

The User accepts and acknowledges the **Company** to withhold of the cost of the deductible for the amount insured, according to the purchased Membership, the commercial value of the Bicycle and/or any other applicable in terms of this document, on the understanding that in casethat the user is found not to be liable for the facts referred to above, which shall be issued by thecompetent authorities, the **Company** will be liable for the refund of those amount previously retained and not applicable in terms of the Seventh Clause (Of the Process of Reimbursement)of this Contract.

In the assumption of loss or damage to the Bicycle, its accessories, to the Docking Points and/or the Cicloestaciones by the **User**, without prejudice to what is established in this document, the **Company** will make the corresponding charge through the Charge to the Bank Account or the execution of the Security Deposit according to what is established in this document, on the understanding that the pending amounts must be covered by the **User**, the Guardian or the Grantors or failing that, through the court, in terms of the Eighth Clause (Of the Damages) of this Contract.

**SEVENTEENTH. QUANTIFICATION OF DAMAGES.** Without bias to what is established in the previous Clause, in case of theft of the Bicycle and/or its accessories, for causes imputable to the **User**, the liability that it assumes is marked by the commercial value of the Bicycle, and/or its accessories. In case of accident and/or traffic violations, the amount will be base on an appraisal verified by an authorized agency or the competent authority.

The **User** that have caused the termination of their Membership, will not be entitled to the provision of the Services object in this document, if they have a pending balance, and only until the payment is made, they may be able to use the services mentioned in this document.

**EIGHTEENTH. INSURANCE COVERAGE AND DEDUCTIBLE.**

- (i) Damages to people or objects;
- (vii) Damages to the Bicycle, its accessories, the Docking Point or the Cicloestaciones;
- (viii) Damages made to non users and that were using the Bicycle
- (ix) Total or partial theft of the Bicycle and/or its accessories; and
- (x) Any other established in this document.

Except as expressly indicated in this document, as long as the purchased Membership grants the **User** an insurance with coverage to the cases indicated above, the **User** gives their consent for the **Company** to discount in terms established in this Contract, the amount for the payment of the deductible of the insurance, being liable to comply to each and every one of the obligations governed by the applicable policy conditions. The foregoing, in addition to the mandatory filing of a complaint with the competent law enforcement agencies in Mexico City.

Notwithstanding the foregoing, the **User** accepts and acknowledges that not every Membership have the required coverage for the protection of the cases indicated above, therefore if the purchased Membership does not grant coverage to those cases, the **User** will be liable for them, under the terms established in this Contract and the applicable law.

**NINETEENTH. DEATH BENEFIT INSURANCE.** For accident benefit insurance purposes, the User undertakes to fill out an individual insurance consent form in which he/she shall designate a beneficiary in case of death, which shall be made in accordance to the Terms and Conditions.

**TWENTIETH. LEGAL AND EXTRAJUDICIAL EXPENSES.** Should any of the **Parties** give rise to judicial and/or extrajudicial proceedings, the defaulting party shall be responsible for the generated costs.

**TWENTY-FIRST. OF THE TIMETABLES.** The Services mentioned in this Contract, have the timetables indicated in this Clause, on the understanding that any notifications to them, will be informed by the **Company** to the **User** through the Web Site and/or any other designated channel:

- **Operating Hours (Bicycles and Cicloestaciones):** Every day of the year, from 05:00 to 00:30 hours the next day.
- **Attention Centers for Users (CAPU):** Monday to Friday, from 10:30 to 19:30; Saturday and Sunday from 11:00 to 15:00 hours.
- **Telephone Assistance:** Every day of the year, from 05:00 to 01:30 hours the next day.
- **Digital Attention:** Every day of the year, from 05:00 to 01:30 hour the next day, through the Web Site and the Ecobici App, whether it is by filling out the form, automated chat conversation that may be re-directed for personalized attention with a consultant, or by sending an email.

**TWENTY-SECOND. IMAGE USAGE.** In this act, the User yes ( ) no ( ), accepts and acknowledges that while using the Service indicated in this Contract, the Company may, always respecting the integrity of the User, make use of their Image for statistical, commercial or promotional purposes. This, through visual, audiovisual or multimedia material, without this generating any liability or obligation for the Company to pay any payment derived from the dissemination and/or exploitation of its image.

**TWENTY-THIRD. PERSONAL DATA.** The Company, whether directly or by a Third Party designated by it, will be liable of collecting personal data of the User and the use and protection given to them.

The personal data of the User collected by the Company will be used for the purposes described in the privacy policy established in the Web Site, in the Ecobici App and/or any other channel designated by the Company.

Without prejudice to the above, in this act the User - yes ( ) no ( ) -, accepts that the Company uses the information provided by the User on the occasion of this Contract for marketing or advertising purposes strictly related to the Services. and – yes ( ) no ( ) -, accepts that the Company sends advertising solely and exclusively about the Services they grant and/or lend.

**TWENTY-FOURTH. ACT OF GOD OR FORCE MAJEURE.** In case of act of god or force majeure that prevents the execution of this Contract, both **Parties** shall not be responsible for

one another for the non compliance of their obligations in terms of this document, provided that such noncompliance derives from such act of god or force majeure.

**TWENTY-FIFTH. RELATIONSHIP OF THE PARTIES.** Each on of the **Parties** shall assume its responsibilities for the execution of this Contract and the obligations for each of them deriving from it. Likewise, the Parties accept and acknowledge that this Contract will only be valid as to the performance of the object of itself, being each one of them individually responsible for the obligations established herein, so that in case of controversy derived from the foregoing, they are obliged to hold the corresponding party harmless.

The omission by any of the **Parties** to demand from the other the strict performance of the obligations set forth in this Contract, on one or more occasions, shall not be considered in any case as a waiver of the corresponding right, nor shall it deprive that **Party** of the right to demand the strict performance of the contractual obligation(s) a posteriori.

**TWENTY-SIXTH. INTEGRITY OF THE CONTRACT.** The heading of each of the Clauses of this Contract are solely for purposes of drafting and clarity, and shall in no case have any effect on the validity of the content and/or conditions set forth herein.

**TWENTY-SEVENTH. WITHDRAWAL OF CONSENT.** As long as the **Company** has not provided of any of the Services object in this document, the **User** has 5 (five) business day from the date that the Contract was signed for withdraw their consent. On the understanding that in such cases, the **Company** will refund the amounts paid by the **User**, on the understanding that such amounts will be reimbursed in terms of what is establishes in the Seventh Clause (Of the Procedure of Reimbursement) of this document.

**TWENTY EIGHTH. LEGAL FRAMEWORK AND SCOPE OF THE CONTRACT.** Each of the Parties undertake to observe at all times during the term of this Contract all laws, regulations, and other legal provisions applicable to it in connection with the activities referred to in this Contract.

The **Company** will be obliged to provide the Services object of this document in compliance to the applicable valid legislation, including without limiting, the established in articles 9 and 10 of the Federal Consumer Law.

**TWENTY NINTH. COMPETENCE AND JURISDICTION.** PROFECO is competent in administrative proceedings to settle any controversy that may arise regarding the interpretation of performance of this Contract of Adhesion. Notwithstanding the foregoing, the **Parties** submit to the jurisdiction of the competent court in Mexico City, expressly waiving any other jurisdiction that may correspond to them by reason of their present or future domiciles, the location of their assets or any other reason.

**THIRTIETH. SIGNING OF THE CONTRACT.** The **Parties** agree that this document may be signed autographically or through the electronic means designated by the **Company**, in this case, instead of an autograph signature, this Contract, as well as any consent, approval or any other document related to it, may be signed by electronic signatures, digital, numerical,

alphanumeric, voiceprints, biometrics or in any other way and that those alternative signatures and records in which such signatures are used, are considered for all effects, including without limiting to civil and commercial legislation, consumer protection and to I NOM-151-SCFI- 2016, with the same force and consequences as the original physical autograph signature of the signing party. If this Contract and/or any other document related to this Contract is signed by electronic or digital means, the **Parties** agree that the formats of the Contract and any other documents signed in such manner shall be retained and made available to the User, and therefore agree that each and all information sent at the time of entering into this Contract shall be deemed to be delivered at the time it is sent, provided that there is confirmation of receipt.

By virtue of the foregoing, both **Parties** agree that it is their agreement that this Contract is signed; (i) either in two (2) originals, each one with full validity; and/or (ii) through the electronic means indicated above, where the **Parties** expressly agree that their consent shall be recorded, based on the provisions of the applicable legislation. Likewise, the **Parties** agree that this Contract shall be deemed signed, valid and in force on the date it is executed.

Having been read by the **Parties** and having been informed of the scope, effects and legal force of the content of this document and its annexes, they sign accordingly in Mexico City on [**OF THE DATE OF SUBSCRIPTION OF THE CONTRACT**], on the understanding that each of the Parties receive an original in conformity.

**THE USER**

**THE COMPANY 5M2, S.A. de C.V.**

Through your legal representative By your own right