StableCare Terms & Conditions

These terms and conditions for StableCare Membership ("Terms and Conditions") apply to all StableCare Members who purchased a StableCare Membership on or after June 16, 2023.

Introduction

These Terms and Conditions ("Terms") govern your use of StableCare Membership ("Membership" or "StableCare") offered by Stable ("Company"). By enrolling in StableCare Membership, you agree to abide by these Terms. To be a StableCare member, registrants must be 18 years or older to agree to the Terms and Conditions.

StableCare is NOT micromobility vehicle insurance and shall not in any way be considered as such. StableCare Memberships provide for multiple benefits to StableCare Members ("Members" or "Customers"), which includes theft protection that covers the Member's properly registered Micromobility Vehicle ("Vehicle"), subject to the terms and conditions set forth below.

StableCare offers theft reimbursement as one of a series of Membership benefits, via the Stable App for eligible Members who have properly registered eligible Micromobility Vehicle(s) and eligible anchor lock(s), which theft is caused by a defeated lock, whether it is picked, cut, or destroyed with the use of any tools.

Theft of an unlocked vehicle through robbery (e.g., taken from your person while you are riding or briefly stopped) or through burglary (e.g., taken from your dwelling) is also covered under StableCare, subject to terms and conditions set forth below. "Micromobility Vehicles" include e-scooters, e-bikes, and acoustic bicycles. Some Micromobility Vehicles may not be eligible for StableCare (see Eligible Vehicles below).

What are the StableCare Membership Benefits?

Theft Protection

Value of elected coverage: If the registered micromobility vehicle is stolen because of the malicious or unintended opening or breaking of the eligible lock by force, Stable will send you a replacement vehicle or a gift card in the amount equivalent to the coverage amount you select when enrolling in StableCare.

The coverage amount cannot be greater than the total cost of your vehicle, lock, and accessories, and you must provide receipts proving the cost of each should you elect to receive coverage for them.

If you purchased a used vehicle, you must show evidence of how much you paid for the vehicle, whether in the form of a bank transaction, Venmo, Zelle, or other form of electronic payment. We cannot offer coverage for a vehicle paid for in cash which has no record or proof of payment.

Value of Uber or Lyft ride home: A special benefit of StableCare Membership includes the value of an Uber or Lyft ride home. It's bad enough that your ride was stolen. You still need to get home, and we will reimburse StableCare Members for that ride. Just email us a copy of your trip receipt and we'll take care of it.

Exclusive Member Benefits

StableCare Members will receive exclusive access to premium content, Members-only Discord channel(s), direct communication opportunities with the founders of Stable Micromobility, discounts on lock(s) and/or vehicle(s), Members-only features in the Stable App, and/or Members-only in-person event(s). Company reserves the right to add or remove such Member benefits from time to time.

Eligibility

To be eligible for StableCare Membership, you must be an eligible individual, own an eligible vehicle, and use an eligible lock.

As used herein, the term "eligible" refers to whether a potential member qualifies to purchase StableCare. Although Company has taken care to design the Stable App to automatically determine a potential member's eligibility, software bugs or other unintentional design choices may, on rare occasions, allow potential members who are not eligible for StableCare to erroneously purchase a StableCare Membership. For this reason, Company reserves the right to cancel any StableCare Memberships if Company determines that a given Member was not in fact eligible for StableCare at the time of purchase. In such event, Company will refund the ineligible customer.

Eligible Members

To be eligible for StableCare, the Member must:

- be at least 18 years of age;
- permanently live in a city and country that the Company has deemed eligible;
 - StableCare is currently only available in North America. The Company reserves the right to approve individual membership applications from restricted cities and countries not in North America on a discretionary basis.
- have no criminal record; and
- must have a valid government-issued ID. Specific exceptions to these eligibility terms may be made on a case-by-case basis.

Eligible Vehicles

Eligible vehicles must:

- be a Micromobility Vehicle (electric scooter, electric bike, or acoustic bicycle);
- must not be one of the vehicles deemed ineligible by the Company; and
- must have a serial number or other identifier that's permanently affixed and that uniquely identifies the specific vehicle.

Ineligible Vehicles

If there is no way to properly secure a vehicle to an immovable, affixed object using an eligible lock due to the design of the e-scooter or e-bike not allowing it or due to the ability of a thief to use common tools to disassemble parts of the e-scooter or e-bike that the lock would attach to, the vehicle will be deemed an ineligible vehicle.

Because Micromobility Vehicles come in a variety of shapes, sizes, and form factors, Company reserves the right to ask individual Members to demonstrate proper lock-up of their vehicle at any point during the duration of their Membership. Company may also review logged parking photos taken by Members at random to verify that Members are consistently performing proper lock-up. If Company determines that a Member is not locking up properly, Company will contact the Member with additional details.

Ineligible vehicles are disqualified from StableCare Membership benefits. Any money paid or deposits made shall be refunded to you. A list of ineligible vehicles will be created by the Company as individuals sign up for StableCare and Stable examines whether their vehicle has the ability to be properly and adequately locked up with an eligible lock. The Company reserves the right to update this list from time to time.

Eligible Locks

What is considered an eligible lock depends on the StableCare Membership tier that you wish to purchase.

Anchor Lock

As used herein, the term "anchor" lock refers to the primary lock or locks associated with a StableCare Membership. Members may choose to lock up with additional locks other than their anchor lock, with no effect on their theft protection coverage under their StableCare Membership. However, if a Member only lock up with such additional locks and not with their anchor lock, their StableCare Membership will not provide theft protection for the Member's vehicle. For StableCare Memberships that specify two locks (i.e., to receive the Alchemy discount), both locks are considered the "anchor" lock, meaning that both locks must be used any time the Member wishes to enjoy theft protection under their Membership.

- To be eligible for StableCare Gold, you must own and register an anchor lock that
 meets a minimum standard of Sold Secure Pedal Cycle Gold, Sold Secure Pedal
 Cycle Diamond, or Sold Secure Power Cycle Gold lock. To see our approved list of
 locks, <u>click here</u>.
- To be eligible for StableCare Diamond, you must own and register an anchor lock that meets a minimum standard of Sold Secure Power Cycle Diamond. To see our approved list of locks, <u>click here</u>.
 - Alchemy- A member may also become eligible for StableCare Diamond with a combination of two or more locks that are eligible for StableCare Gold. Each lock must be registered in the app and applied to our quoting engine to unlock Diamond membership.
- The lock eligibility requirements for StableCare Community are subject to determination by the community members, and will be published with terms specific to StableCare Community before StableCare Community becomes available.
- Individual locks may be considered eligible or ineligible for either membership on a one-off basis.
- To be eligible for StableCare Steel Membership for individual trip guardian passes, you must own and register an anchor lock that meets a minimum standard of Sold Secure Pedal Cycle Gold or better.

As we continue to build out our database of locks, our system may not automatically determine if your lock is eligible for the selected StableCare tier, for example due to

inconsistent naming conventions for different lock manufacturers and model names. For this reason, please check the autocomplete lock brands and model names when registering your lock. Our database should contain every lock classified as Sold Secure Gold (Pedal), Sold Secure Diamond (Pedal), Sold Secure Gold (Powered), and Sold Secure Diamond (Powered). If you register a lock that is not found in our database, but you believe it to be classified as one of the above Sold Secure standards, please contact us at support@stablemobility.io.

NOTE that if a lock you register is not found in our database, we will not be able to automatically determine your eligibility for StableCare, and therefore you will only be able to get a mock quote until your account has at least one StableCare-eligible lock registered thereto.

StableCare Tiers and Fee Structure

There are three different StableCare Tiers that each have different impacts on fees and requirements, which are described in more detail below.

StableCare Gold

Options: StableCare Gold is available as an Annual or Seasonal Membership.

Annual Memberships are available for riders who want coverage year-round. Coverage begins on the date of purchase and ends one (1) year later.

Seasonal Memberships are charged for riders who want coverage during the riding season, which is from April 1 to November 1, but don't ride during the colder winter months. Riding season is statistically when most thefts happen, so coverage is important for riders who are worried about theft during the season. Although most thefts occur during riding season, we still offer a discount for Seasonal Memberships compared to the price for an annual membership.

Seasonal Memberships extend from April 1 to November 1 (the "riding season"). Seasonal Memberships purchased prior to April 1 of a given year begin on April 1 of that year. Seasonal Memberships can also be purchased mid-season between April 1 and November 1 begin on the date of purchase and expire on the following November 1. Seasonal Memberships purchased between November 1 and December 31 of a given year will begin on April 1 of the next calendar year. Seasonal Memberships purchased

"mid-season" (between April 1 and November 1) receive a mid-season, pro-rated discount.

One-time payments: As of the date of these Terms, both Annual and Seasonal Memberships are offered as one-time purchases (i.e., not subscriptions), with a variety of payment options available (subject to change from time to time). Members can optionally purchase their Membership using Klarna or Affirm at checkout to pay for their StableCare Membership in installments.

Cybersecurity and Privacy: In the interest of cybersecurity best practices and user privacy, Stable does not store any payment information in our systems.

Membership Dividends: From time-to-time, or at the end of a Membership cycle, StableCare Gold Members may receive a partial refund of their Membership fee, which we refer to as the "Membership Dividend." If Members take precautionary measures to reduce their risk of theft, and therefore fewer theft claims are filed than expected, Company commits to returning excess profits to the Members in the form of this Membership Dividend. Company reserves the right to determine the appropriate mechanism for distributing any Membership Dividends to the members, which may include one or more of the following: partial refunds back to each Members' original payment method, Visa gift cards, Amazon gift cards, and/or other discounts toward a future StableCare Membership and/or other Stable products and services. Members are not entitled to the Membership Dividend, nor should they reasonably expect to receive it; the Membership Dividend is offered at Company's sole discretion, consistent with our mission to encourage micromobility vehicle owners to replace car trips with micromobility trips.

Refunds on Canceled Memberships: Stable will have discretionary authority to refund or send a pro-rata partial refund for StableCare Membership if a Member needs to cancel their membership on good terms with Stable. If a Member's Membership is terminated for violating these Terms (e.g., for submitting a fraudulent theft claim), Company reserves the right to cancel their Membership without a refund and ban the offending user from the Stable App.

Lock Requirement: To be eligible for StableCare Gold, you must own and register an anchor lock that meets a minimum standard of Sold Secure Pedal Cycle Gold, Sold Secure Pedal Cycle Diamond, or Sold Secure Power Cycle Gold lock. To see our approved list of locks, <u>click here</u>.

Company may deem individual locks as either eligible or ineligible on a case-by-case basis.

Start Date: StableCare Gold Memberships begin on the date of purchase, effective immediately after payment is completed. The start and end dates of your StableCare Membership can be viewed within the Stable App. Some Membership benefits, such as the ability to submit reviewable theft claims, does not begin until all outstanding "Membership Incomplete" action items are completed.

StableCare Diamond

Options: StableCare Diamond is available as an Annual or Seasonal Membership.

Annual Memberships are available for riders who want coverage year-round. Coverage begins on the date of purchase and ends one (1) year later.

Seasonal Memberships are charged for riders who want coverage during the riding season, which is from April 1 to November 1, but don't ride during the colder winter months. Riding season is statistically when most thefts happen, so coverage is important for riders who are worried about theft during the season. Although most thefts occur during riding season, we still offer a discount for Seasonal Memberships compared to the price for an annual membership.

Seasonal Memberships extend from April 1 to November 1 (the "riding season"). Seasonal Memberships purchased prior to April 1 of a given year begin on April 1 of that year. Seasonal Memberships can also be purchased mid-season between April 1 and November 1 begin on the date of purchase and expire on the following November 1. Seasonal Memberships purchased between November 1 and December 31 of a given year will begin on April 1 of the next calendar year. Seasonal Memberships purchased "mid-season" (between April 1 and November 1) receive a mid-season, pro-rated discount.

One-time payments: As of the date of these Terms, both Annual and Seasonal Memberships are offered as one-time purchases (i.e., not subscriptions), with a variety of payment options available (subject to change from time to time). Members can optionally purchase their Membership using Klarna or Affirm at checkout to pay for their StableCare Membership in installments.

Cybersecurity and Privacy: In the interest of cybersecurity best practices and user privacy, Stable does not store any payment information in our systems.

Membership Dividends: From time-to-time, or at the end of the Membership cycle, StableCare Diamond Members may receive a partial refund of their Membership fee, referred to as the Membership Dividend. If Members take precautionary measures to reduce their risk of theft, and therefore fewer theft claims are filed than expected, Company commits to returning excess profits to the Members in the form of this Membership Dividend. Company reserves the right to determine the appropriate mechanism for distributing any Membership Dividends to the Members, which may include one or more of the followingL partial refunds back to each Member's original payment method, Visa gift cards, Amazon gift cards, and/or other discounts toward a future StableCare Membership and/or other Stable products and services. Members are not entitled to the Membership Dividend, nor should they reasonably expect to receive it; the Membership Dividend is offered at Company's sole discretion, consistent with our mission to encourage micromobility vehicle owners to replace car trips with micromobility trips.

Refunds on Canceled Memberships: Stable will have discretionary authority to refund or send a pro-rata partial refund for StableCare Membership if a Member needs to cancel their membership on good terms with Stable. If a Member's Membership is terminated for violating these Terms (e.g., for submitting a fraudulent theft claim), Company reserves the right to cancel their Membership without a refund and ban the offending user from the Stable App.

Lock Requirement: To be eligible for StableCare Diamond, you must own and register an anchor lock that meets a minimum standard of Sold Secure Power Cycle Diamond. To see our approved list of locks, <u>click here</u>.

 Alchemy- A member may also become eligible for StableCare Diamond with a combination of two or more locks that are eligible for StableCare Gold. Each lock must be registered in the app and applied to our quoting engine to unlock Diamond membership.

Start Date: StableCare Diamond Memberships begin on the date of purchase, effective immediately after payment is completed. The start and end dates of your StableCare Membership can be viewed within the Stable App. Some Membership benefits, such as

the ability to submit reviewable theft claims, does not begin until all outstanding "Membership Incomplete" action items are completed.

StableCare Steel

Membership: StableCare Steel Membership is an option for riders that infrequently park their Micromobility Vehicle outside, but who may wish to enjoy theft protection benefits as part of their StableCare Membership on the rare occasions that they have to park outside. StableCare Steel Members can purchase single-use theft protection passes called Guardian Passes. Members can purchase Guardian Passes in packs of 5, 10, and 20 single-use passes. Each Guardian pass has a 12-hour time limit and cannot be used between the hours of 12am and 7am.

One-time payments: As of the date of these Terms, StableCare Steel Membership is offered as a one-time purchase (i.e., not subscriptions), with a variety of payment options available (subject to change from time to time). Members can optionally purchase their Membership using Klarna or Affirm at checkout to pay for their StableCare Membership in installments.

Initial Deposit: StableCare Steel requires a refundable initial deposit of 10% of the coverage amount of your Micromobility Vehicle. You can think of the refundable deposit sort of like a security deposit on a hotel room. If you don't submit a claim and wish to cancel your coverage, we will refund you the deposit. If you submit a claim and we subsequently approve your claim, your refundable deposit will be converted to a non-refundable deposit.

Refunds on Canceled Memberships: Stable will have discretionary authority to refund or send a pro-rata partial refund for StableCare Membership if a Member needs to cancel their membership on good terms with Stable. If a Member's Membership is terminated for violating these Terms (e.g., for submitting a fraudulent theft claim), Company reserves the right to cancel their Membership without a refund and ban the offending user from the Stable App.

Lock Requirement: To be eligible for StableCare Steel, you must own and register an anchor lock that meets a minimum standard of Sold Secure Pedal Cycle Gold. Sold Secure Pedal Cycle Diamond, Sold Secure Power Cycle Gold, and Sold Secure Power Cycle Diamond locks are all eligible for StableCare Steel. To see our approved list of locks, <u>click here</u>.

Company may deem individual locks as either eligible or ineligible on a case-by-case basis.

Start Date: StableCare Steel Memberships begin on the date of purchase, effective immediately after payment is completed. StableCare Steel Membership is perpetual, lasting until either the Member submits a theft claim or cancels their Membership and receives a refund of their initial deposit. StableCare Steel Members can purchase additional Guardian Passes at any time as long as their Steel Membership is active. Some Membership benefits, such as the ability to submit reviewable theft claims, does not begin until all outstanding "Membership Incomplete" action items are completed.

Discounts

Alarms: StableCare Members who have equipped alarms on their vehicles are eligible for a discount of 5% of the monthly membership fee. Company may ask any Member to prove that their alarm is functional at any time during the course of their Membership.

Referral Codes: Members who enter a referral code sent to them by another member will receive a 10% discount for their StableCare Membership fee. Members cannot use their own referral code for a 10% discount on their own membership. If a Member's referral code is used by another Member to purchase their StableCare Membership, the referring Member will receive a \$50 gift.

How to Become a StableCare Member

The enumerated steps below outline the basic process of becoming a StableCare Member:

- Download the Stable App (<u>Get it on Google Play</u>, or on <u>Apple TestFlight</u>).
- 2. Within the Stable App, <u>create a new account</u>, or login to your existing Stable account.
- 3. Follow these <u>account setup</u> steps to register your vehicle and your lock to your Stable account.
- 4. To sign up for Membership, navigate to the (https://stablecare StableCare icon on the navigation bar. Note: You must register a vehicle and lock before you can create a quote. Next, select the vehicle you wish to add coverage to, and the anchor lock(s) that you wish to pair with the coverage.
 - a. You can register an alarm to receive an additional 5% discount on your quote.

- b. If you were sent a referral code by another member, you can apply it when generating a quote for 10% off your membership. You cannot generate a referral code for your own quote, but if you refer other Members with your code, you will receive a \$50 gift card for each referral that joins StableCare.
- 5. You will be presented with a quote containing multiple StableCare Membership options to select from, depending on the lock(s) you input when generating a quote. Until further notice, all quotes will be provided in United States Dollars only (i.e., not available in other currencies). If you are not eligible for StableCare Diamond membership, you will still see a Diamond membership option, but it will be crossed out and unavailable to select.
 - a. You will be presented with three Membership durations, including Annual, Seasonal, or Passes.
 - i. Annual: Annual Membership begins on the date of purchase and lasts for a year from that date.
 - ii. Seasonal: Seasonal membership begins on the date of purchase and lasts through November 1 of that year. Seasonal Membership quotes are prorated from the date of a quote, meaning the prices may change depending on how much time is left in the season.
 - iii. Passes: Members can purchase single-use theft protection passes, or "Guardian Passes," which can be purchased in packs of 5, 10, or 20, along with a StableCare Steel Membership. Guardian Passes are designed to provide affordable theft protection for riders who infrequently need theft protection, such as riders who typically bring their ride inside wherever they go. StableCare Steel Members must provide a refundable deposit to become a Member, which is automatically added as a line item to your invoice when you select a Guardian Pass pack.
- 6. Upon selecting your preferred StableCare tier* and duration, you will be directed to a checkout page on Stripe where you will make a one-time payment for the full length of the Membership tier you selected. You will have the option at checkout to pay in installments with Klarna or Affirm. Please complete the checkout process.

After you've become a StableCare Member

Once you've paid for your StableCare Membership, you will be redirected to the app where you can view and manage your Membership, and/or use other features of the Stable App.

Immediately after your Membership is created, your Membership will be considered "incomplete." Although Members can immediately enjoy theft protection after becoming a Member, Members cannot submit a *reviewable* theft claim under their Membership until all outstanding "Membership Incomplete" action items have been completed. While we ask that Members complete these action items in a timely manner, the Member can decide if and when they choose to complete them. For example, if the Member wants to preserve their privacy, they can choose not to complete the Account Verification process unless and until they need to file a theft claim.

However, some of the action items may be difficult or impossible to complete after a theft incident, which if left incomplete would therefore make it effectively impossible for the Member to file a reviewable theft claim. For instance, the serial number for your vehicle associated with your Membership must be provided prior to submitting a theft claim. If you do not have a photo or other copy of the serial number of your vehicle, and it is stolen before you add the serial number to your Membership, then Company reserves the right to deny your claim. Company has designed the Stable App to provide ample reminders to Members with incomplete Memberships, and encourages all Members to complete their Memberships soon after becoming a StableCare Member.

Completing your Membership

You will need to complete the following before you can submit a reviewable theft claim.

- 1. You will need to review and agree to the Terms and Conditions by checking a box and providing your signature in the Agree to Terms card on the screen.
- 2. You will need to Upload Proof of Purchase documentation for at least the vehicle covered under your Membership. We may also ask you to provide receipt(s) for your lock(s) and/or alarm (if you have one) by contacting you via email if Company deems it necessary to verify the coverage amount.
- 3. You will also need to provide your vehicle Serial Number if you have not already done so when registering your vehicle. This can be done at any time, but we recommend doing so right away, as it may be difficult or impossible to do if and after your vehicle gets stolen.
- 4. Upload an image of your lock(s) if you did not already do so when registering your lock.

If your Membership is incomplete, you will see a message on your home page within the Stable App that explains that your StableCare Membership is incomplete. When you view your StableCare Membership details, you will see a list of action items that you'll

need to do before you complete your Membership. While you should always refer to these Terms to ensure your compliance with our requirements, we've designed the Stable App to guide you through these post-purchase requirements. If you start your Membership and then subsequently upgrade your lock, buy a second lock enabling Alchemy, buy an alarm, etc., you can reach out to us at any time to have your StableCare Membership tier upgraded and to receive a dividend on your initial payment. If any of these steps are not completed prior to submitting a theft claim for reimbursement, Stable has the right to refuse to process the claim.

StableCare Theft Protection Requirements

Log Parking

As part of StableCare Membership, you are required to <u>log parking</u> every time you lock your Micromobility Vehicle using the Stable App. Members are required to select their Membership when logging parking (which should occur automatically) to enjoy theft protection during that parking session. If Company discovers that a Member frequently parks without logging parking, Company may view such activity with suspicion, which may adversely impact the Member's chances at having a future theft claim approved. For this reason, we highly encourage all Members to log parking each and every time that they lock up.

Verify your Identity

Members are required to have a verified account in the Stable App to qualify for StableCare Membership benefits, such as the ability to submit a reviewable theft claim. You can verify your identity in the Stable App by visiting the Account tab and selecting the "Verify Identity" card. You will be guided through a process that includes phone verification, verifying a state-issued identification card, taking a self portrait, answering a few questions about your criminal history (if any), and asking you to sign an attestation.

In respect of your privacy, you can choose to verify your account only if/when you need to submit a theft claim under your StableCare Membership. We will not under any circumstances review or approve a theft claim unless and until you verify your identity.

Proper Claim Submission

Members are required to properly file a claim as detailed in these Terms and Conditions. This includes filing a police report and submitting a copy to Stable, as well as all of the other detailed steps listed below.

Highly Encouraged Practices

The following section describes a set of best practices that we highly encourage each Member to follow. Because StableCare is not insurance, the Company reserves the right to refuse claims that are submitted by members that are deemed fraudulent, dubious, or otherwise dishonest. To *increase* the likelihood that your claim is approved, we recommend that you adhere to the following practices.

Always Log Parking

When you submit your claim, we first check to see if you satisfied all of the basic requirements. The first of these requirements is that you logged parking prior to the theft. Of course, this means that you *could* choose not to log parking sometimes, perhaps because you believe the risk to be low, because you're in a hurry, or because you simply forgot. Because a thief can steal your vehicle any time you park, we strongly encourage that all members log parking every time they park. By making logging parking habitual, you ensure that you have at least satisfied this basic requirement if you become the unfortunate victim of theft.

Park at Stables as Much As Possible

The most irrefutable evidence of theft is video footage of the theft occurring. Parking at Stables (that is, camera-monitored spots) increases the chance that you can obtain this video footage. For claims that appear suspicious—such as those filed soon after a member joins, or where the context of the situation is otherwise unusual or indicative of a potential fraudulent claim—security camera footage can be very convincing evidence that makes it significantly easier for the Company to approve of your claim. Moreover, thieves are less likely to commit crimes in camera-monitored areas, so parking at Stables should reduce the chance you'll even fall victim to theft in the first place.

Map Stables for Other Members to Find

If Stables are safer, more secure parking spots for micromobility vehicles, then we should discover and share them with others in the community. Members that map Stables are actively giving back to the micromobility community, and doing their part to encourage riders to replace more car trips with micromobility trips. When we process a

claim, we examine how many Stables the member has mapped—and thereby consider how much this member has contributed to the micromobility community. Doing so is not required to be a StableCare Member, but members who actively map Stables will be considered with greater deference than members who don't map Stables. Think of this like positive karma for contributing to the community. As an added bonus, you'll be able to use Stable Tokens awarded for mapping Stables for various prizes and be entered into raffles!

Use Multiple Locks

If a thief is deciding which vehicle to steal, they will likely target whichever vehicle is easiest to steal. Using two or more locks—especially when parking in riskier areas—should significantly reduce your risk of theft. If you plan to use multiple locks, just make sure that one of those locks is the anchor lock that you used to register for StableCare! Remember that two locks that qualify for StableCare Gold create Alchemy and automatically make you eligible for StableCare Diamond!

Get an Angle Grinder-Resistant Lock

Modern angle grinders can cut through almost any lock in a matter of 5-10 seconds—except for angle-grinder resistant locks like the Litelok X1, Litelok X3, or Hiplok D1000. We believe these locks are a worthwhile investment, and will greatly reduce your risk of theft. Plus, you will be eligible for StableCare Diamond, which will reduce your cost for theft protection by 40%!

Filing a Claim

If you fall victim to theft during the course of your Membership, you can submit a theft claim to Company to request reimbursement for your stolen vehicle.

The moment you discover your vehicle has been stolen, open the Stable App and go to the StableCare tab. Select the StableCare Membership you wish to submit the claim under, and then tap on the "Submit Claim" button underneath your Membership card. You will be asked to provide a brief written description of the theft incident. If you have already filed a police report (not required to file the initial claim), you may specify that you did and upload a copy of it immediately. If not, you can simply submit the written description to create a new claim in our system. We will not review your claim until you have uploaded a copy of the police report and have completed all outstanding "Membership Incomplete" action items, if any.

During our review, we may ask you to provide additional information or evidence. In such an event, Company shall contact the Member via email. Alternatively, Member can submit additional evidence for their claim to claims@stablemobility.io at any time during the review process, and/or by uploading image/video evidence within the Stable App under their Membership Details page. Please provide a copy of your Membership ID when sending us additional evidence via email so that we can match it against your theft claim.

After creating a claim, we may send you an email with additional steps or request additional information from you.

Before or after submitting a claim, we strongly recommend that you gather additional evidence about the theft incident to help prove your case. Other than filing a detailed police report and providing us with a copy of that police report, the additional evidence described below is not required. However, each piece of evidence will significantly improve your chances at your claim being approved. In the following sections, we outline some evidence you should consider gathering in the event that your vehicle is stolen for each scenario that is covered under your StableCare Membership.

Scenario: Parked Away From Home

This section covers thefts that occurs while the vehicle is locked up and away from home.

Gathering evidence

Soon after you discover that your vehicle was stolen, you should gather evidence about the incident in support of your claim, which can substantially improve your chances at your claim being approved. Here are some steps we recommend that you follow immediately after discovering the theft:

- 1. Take photos of the "crime scene," or the place where you locked up your vehicle.
- 2. Look around for the defeated lock. It is likely that the thief ditched it nearby.
- 3. If you found the lock, take photos of the defeated lock as you found it, followed by close-ups of the lock showing how it was defeated (cut, picked, etc.).
- 4. If you found the lock, take it with you (all of the pieces)! It is valuable proof that you may need in the future and that we may ask you about during the claim process.

- 5. Look around for any nearby security cameras, and take photos of them and note the building addresses and/or business names that appear to be in control of those cameras.
- 6. File a police report, and make sure you get a copy of it. Many large cities have a way to file these reports online. If yours doesn't, call the non-emergency number for your local police and ask them to file a report for your stolen vehicle.
 - a. When filing the police report, ask the police if they can help request camera footage of the theft from any nearby cameras, especially cameras that are controlled by the city.

Why you should file the police report as soon as possible

The sooner you file the police report, the more likely they are to try and recover the vehicle—especially if you have a tracking device on the vehicle. Most police officers will tell you that there's not much they can do if the report filed the next day, as many thieves will bring the vehicle to a chop shop or will have sold it by then.

Wondering how to describe what happened to the police? Feel free to borrow from the sample script below. Just make sure to replace the (*PLACEHOLDER*) terms with your specific situation.

A sample script for the police report

Between (LAST PARKED DATE AND TIME) and (TIME YOU DISCOVERED THE THEFT), my (BIKE/E-BIKE/E-SCOOTER/OTHER VEHICLE) (serial no. -----) was stolen. Just prior to being stolen, it was properly locked to a (BIKE RACK/OTHER OBJECT) with a (LOCK BRAND, MODEL, AND TYPE). When I discovered the theft, I found that the lock was (PICKED/CUT/ETC.). Photos of the vehicle, the locked-up vehicle just prior to being stolen, and the defeated lock are attached.

Within a day or two of discovering that your vehicle was stolen

Soon after you discover that your vehicle was stolen, we highly encourage you do the following:

- Ensure that your Membership is complete with all information about your vehicle, lock(s), alarm (if applicable) being registered to your Membership. If you do not see any outstanding "Membership Incomplete" action items on your Membership, then you should be all set!
- 2. If you found any security cameras near the location of the theft, try to get video footage of the theft. Call the business(es) and/or visit them in person. \

- a. Enter the building that appears to be in control of the cameras and ask to speak with security personnel if there are any on site, or with the building/property manager. If the building is occupied by a business, ask to speak to the manager or owner of the business. If you are successful in getting into contact with someone who has access to the security camera footage, proceed to ask them the following questions in (b).
- b. Can you confirm if your security cameras are pointed at the bike racks? If the answer is yes:

I just had my vehicle stolen from the [area your vehicle was locked in] that has a camera pointed at it. Show the email you received of your logged parking with time and location information and the theft report timecard email to prove the time window your vehicle was stolen in. Bring your copy of the police report as well, and if the police agreed to help attempt to get video footage, set up a time to bring the police with you. Then say the following:

I have theft protection with a company called Stable, and they require video evidence of the theft if it's available. I'm also filing a police report of the theft and the camera footage will help the police create a profile of the suspect and possibly be able to identify them and try to arrest them. Are you willing to share footage from those cameras with me? The footage can be recorded through my phone on one of your monitors to make it easy for you. If they are willing to provide access to the footage, this will greatly improve the speed with which your claim gets processed and the likelihood of approval. If they are unwilling to provide access or if they are unable to, explain the reason they give you in an email to us with your claim number.

3. Reply to the claim email you received from us with all of the information you gathered above, including any explanations you have regarding information you were unable to gather (thief didn't leave the lock behind, video footage was not granted, etc.). This is your chance to give us as much context as you can. Expect that we may ask additional questions, may call you to interview you, and/or may request that you provide additional information on a case-by-case basis. If needed, we will send you a secure upload link to upload any documentation and files that you have that are too large to send via email.

Gathering evidence from cameras monitoring the area and obtaining a video recording of the theft, if possible, is strongly recommended for the success of your claim—especially if you are a new Member with little to no activity history within the

Stable App. If there are cameras present, but you are unsuccessful in obtaining a video recording of the theft, or if the theft was not actually in the frame of a camera, we may ask that you describe your attempt to obtain the footage. Thus, even unsuccessful attempts to recover footage of the theft can improve your chances at getting your claim approved.

Not having video footage does not mean a claim will not be processed or approved. Company will consider the full context associated with the user's account and Membership, all supplemental evidence provided by the Member, and any requested evidence that was not provided by the Member when processing a claim to determine the validity of their claim (*i.e.*, assess the likelihood of the claim being fraudulent). Consistent with our mission to provide products and services that encourage micromobility vehicle owners to replace car trips with micromobility trips, we commit to being thorough, transparent, expedient, and fair throughout the claims process. These Terms and Conditions are primarily designed to protect Company against fraudulent claims, enabling us to bring much needed theft protection to the growing community of micromobility riders.

Scenario: Robbed While Riding Your Vehicle

This section covers thefts that occurs while riding your covered vehicle, such as if you are physically assaulted, battered, or otherwise pushed off your vehicle while briefly stopped or while riding.

What to do immediately after you are robbed

To submit a theft reimbursement claim for your vehicle in the event of a robbery, where your vehicle was physically taken from you by force or the threat of force, the following steps should be taken:

- 1. Immediate Safety Actions: Ensure you are safe, away from immediate danger, and if you are not, prioritize your safety and leave the area as quickly as possible.
- 2. Contact the Police: As soon as it's safe to do so, contact your local police to report the robbery. Robbery is a much more serious crime than ordinary theft, with a much more severe punishment for the criminal due to the use of force or threat of use of force. For this reason, provide the police with as much detail as possible including the description of the suspect, any vehicles the suspect used (including license plate, vehicle make, model, etc.), any descriptive characteristics of any accomplices involved, and any other relevant details that could help the police detain the criminal and recover the vehicle.

- 3. Obtain a Police Report: After reporting the incident, request an official copy of the police report. This will be necessary to submit your claim. Ensure that the report includes all details you provided.
- 4. Contact Us: If you still have access to your phone and the Stable App after the robbery, open the Stable App and go to the StableCare tab. Select the StableCare Membership you wish to submit the claim under, and then tap on the "Submit Claim" button underneath your Membership card.

You will be asked to provide a brief written description of the theft incident. If you have already filed a police report and have obtained a copy (not required to file the initial claim), you may specify that you did and upload a copy of it immediately. If not, you can simply submit the written description to create a new claim in our system. We will not review your claim until you have uploaded a copy of the police report and have completed all outstanding "Membership Incomplete" action items, if any.

If your phone was stolen from you during the Robbery and you do not have access to the Stable App, please let us know by reaching out to us at claims@stablemobility.io and detailing the robbery and the fact that your phone was also taken, making the it impossible for you to start a claim immediately after the robbery. We will do our best to process the claim outside of the app and to communicate all steps of the claim process via email and/or other means of communication.

Use of a Wearable Camera Device

It is highly encouraged for you to use a wearable camera device such as a GoPro or similar recording device to record video footage of your rides so that you can have evidence of any incidents you experience. Any video footage which records the incident of a robbery can be used as evidence for the police in their investigation and for your claim submission. Video evidence provides irrefutable evidence and will offer substantial weight to the approval of your claim. We will do our best to take all evidence into account when we make a decision to approve or deny your claim, and we have a primary focus to protect the Company and other Members against fraudulent claims, enabling us to bring theft protection to our Members.

Gathering Evidence

We recommend that you gather all the necessary documentation for your claim, which should include the police report, any video footage you captured, photos of the area where the theft occurred, and any other relevant evidence.

Within a day or two after you are robbed, we highly encourage that you do the following:

- Ensure that your Membership is complete with all information about your vehicle, lock(s), alarm (if applicable) being registered to your Membership. If you do not see any outstanding "Membership Incomplete" action items on your Membership, then you should be all set!
- If you found any security cameras near the location of the robbery, try to get video footage of the robbery. Call the business(es) and/or visit them in person.
 Refer to the steps above for a theft for more specific details to recover video evidence.
- 3. Reply to the claim email you received from us with all of the information you gathered above, including any explanations you have regarding information you were unable to gather (GoPro was taken from you, phone was taken from you, video footage was not granted, etc.). This is your chance to give us as much context as you can. Expect that we may ask additional questions, may call you to interview you, and/or may request that you provide additional information on a case-by-case basis. If needed, we will send you a secure upload link to upload any documentation and files that you have that are too large to send via email, including video and image files.

Claim Decision

You will receive a notification regarding the outcome of your claim. If it's approved, the reimbursement process will begin. If it's denied, you'll receive an explanation why.

Scenario: Vehicle stolen from your home or dwelling

This section covers thefts that occurs due to a thief burglarizing your home or dwelling and taking your vehicle from the premises.

Your vehicle must be locked with an "anchor lock(s)" to an affixed, immovable object within the dwelling to qualify for StableCare Membership theft reimbursement benefits. If your vehicle is not locked with your "anchor lock" to an affixed, immovable object within the dwelling, your claim may be denied. To submit a theft reimbursement claim when your micromobility vehicle has been stolen from a dwelling, such as a garage, the following steps should be taken:

What to do immediately after you are robbed

- Immediate Action: Once you notice the theft, ensure that you are safe and that there are no immediate threats to you or anyone else in your dwelling. Remember that a burglar may be armed and may still be nearby.
- 2. Contact the Police: As soon as it's safe to do so, contact your local police and report the theft. Provide all necessary information, such as the time you last saw the vehicle, when you noticed it missing, and any other suspicious activities you may have noticed. If you have any camera evidence, review it and report any details to the police.
- 3. Obtain a Police Report: Ensure you get an official copy of the police report after filing the incident. This is necessary for the claim submission. If you have video evidence of the theft, provide a copy to the police for use in their investigation, as it may lead to the criminal being detained and to the recovery of your vehicle.
- 4. Contact Us: Open the Stable App and go to the StableCare tab. Select the StableCare Membership you wish to submit the claim under, and then tap on the "Submit Claim" button underneath your Membership card.

You will be asked to provide a brief written description of the theft incident. If you have already filed a police report and have obtained a copy (not required to file the initial claim), you may specify that you did and upload a copy of it immediately. If not, you can simply submit the written description to create a new claim in our system. We will not review your claim until you have uploaded a copy of the police report and have completed all outstanding "Membership Incomplete" action items, if any.

Home security camera

If you have a security camera monitoring the area where your vehicle was locked, provide the footage as evidence. It is highly encouraged for you to install a security camera/s in or around your dwelling to record video footage monitoring your vehicle. Any video footage which records the incident of a burglary can be used as evidence for the police in their investigation and for your claim submission. Video evidence provides irrefutable evidence and will offer substantial weight to the approval of your claim. We will do our best to take all evidence into account when we make a decision to approve or deny your claim, and we have a primary focus to protect the Company and other Members against fraudulent claims, enabling us to bring theft protection to our Members.

Gathering Evidence

We recommend that you gather all the necessary documentation for your claim, which should include the police report, any video footage you captured, photos of the area

where the theft occurred, and any other relevant evidence. This includes photos of your lock and anchor point and any other relevant evidence.

Within a day or two after your dwelling is burglarized and your vehicle is stolen, we highly encourage that you do the following:

- Ensure that your Membership is complete with all information about your vehicle, lock(s), alarm (if applicable) being registered to your Membership. If you do not see any outstanding "Membership Incomplete" action items on your Membership, then you should be all set!
- 2. Reply to the claim email you received from us with all of the information you gathered above, including any explanations you have regarding information you were unable to gather (you didn't have a security camera monitoring your locked vehicle, your security camera was not recording at the time, etc.). This is your chance to give us as much context as you can. Expect that we may ask additional questions, may call you to interview you, and/or may request that you provide additional information on a case-by-case basis. If needed, we will send you a secure upload link to upload any documentation and files that you have that are too large to send via email, including video and image files.

Claim Decision

You will receive a notification regarding the outcome of your claim. If it's approved, the reimbursement process will begin. If it's denied, you'll receive an explanation why.

StableCare Limitations and Restrictions

Limitations

StableCare only provides theft protection for your covered vehicle at this time. StableCare does <u>not</u> cover any wear-and-tear, damage (including due to battery fires), defects, electrical issues, accidents, medical bills, or other kinds of liability coverage.

With respect to theft incidents, StableCare does <u>not</u> cover scenarios where the covered vehicle is stolen while parked and <u>not</u> locked up. StableCare also does <u>not</u> cover scenarios where the covered vehicle is lent to a friend, family member, or other third party; in other words, coverage is only provided for the specific combination of Member, covered vehicle, and anchor lock(s).

StableCare does <u>not</u> cover scenarios where the covered vehicle is improperly locked, such that the thief stole the vehicle without having to cut, pick, or otherwise defeat the lock with tools. StableCare may cover theft scenarios where the thief damaged the object to which the vehicle was locked on a case-by-case basis.

StableCare does <u>not</u> cover scenarios where theft was achieved through the disassembly of the vehicle (e.g., when the lock is secured to the stem of a scooter and the thief removed the handle bars and slid the stem out of the lock). If a thief can relatively easily disassemble parts of the vehicle to separate the vehicle from the lock, the lock-up is considered improper and therefore is not covered by StableCare, with exceptions made by the Company on a case-by-case basis.

If you are unwilling, unable, or otherwise do not file a police report with details about the theft incident to your local police, Company will <u>not</u> cover your claim, absent extraordinary circumstances reviewed on a case-by-case basis. Filing a police report is essential to reducing the risk of fraud to Company, and anyone who files a false police report is committing a felony and subjecting themselves to potential fines or imprisonment. Anyone who has had their vehicle legitimately stolen should file a police report, regardless of whether they have StableCare theft protection or not.

If the stolen vehicle is recovered before your claim is processed, the reimbursement might be void or adjusted based on the condition of the recovered vehicle.

If your claim is denied, you may appeal our decision if it is due to the suspicion of fraud. You will be required to submit evidence which supports your case against the suspicion of fraud. We commit to being thorough, transparent, expedient, and fair throughout the claims process and will do our best to consider all additional evidence provided to us. Our goal is not to deny legitimate claims of our Members, but to protect against fraudulent claims, which put the Company and our other Members at risk.

Restrictions

Fraud: Members are restricted access to StableCare Membership benefits if they commit fraud or are suspected of committing fraud. Members who are suspected of attempting to commit fraud will lose StableCare Membership benefits and will forfeit any Membership fees paid to Stable. Company reserves the right to press criminal charges against such Members where applicable.

Referral Fraud: Members are strictly forbidden from creating more than one Stable App user account to generate one or more referral codes using different email addresses. Creating multiple accounts to facilitate self-referrals will be deemed Referral Fraud by the Company, and will be treated as a violation of our Terms and Conditions, subject to a permanent ban from the Stable App and from losing StableCare Membership benefits.

Use of vehicle by non-members: StableCare Membership benefits do not extend to non-members who borrow a vehicle and who log into the Stable App to log parking. StableCare Membership benefits only apply to Members and cannot be transferred in any way to non-members. Members caught sharing their Stable App log-in with non-members may have StableCare Membership benefits revoked and may be restricted from using the Stable App.

Explicit or Inappropriate Content when logging parking or mapping stables: Members are not allowed to upload explicit or inappropriate content when logging parking or mapping stables. This means no pornography, no derogatory or offensive signs, or language, or any other content that can be considered explicit. Company reserves the right to suspend or ban accounts that engage in such behavior when using the Stable App.

Coverage: The coverage amount of StableCare Membership benefits cannot be greater than the total cost of a vehicle, lock, and accessories, if you elect to add on those items. Members are required to upload proof of purchase of their vehicle and to send additional proof of purchase of any additional accessories they wish to add to coverage via email if requested by Company. Members shall upload proof of purchase of their vehicle to the StableCare Membership account page in the Stable App prior to submitting a theft claim. StableCare Membership benefits shall not exceed the total value of all items added to coverage.

Consequences of Non-Compliance

Company reserves the right to deny a theft claim and/or terminate a Member's StableCare Membership for non-compliance with the Terms and Conditions set forth herein.

Modifications

Stable reserves the right to change these Terms at any time, effective upon the posting of modified Terms, which Stable will notify to members through the Stable app.

Intellectual Property Rights

- 1. Grant of Rights By uploading, posting, submitting, or otherwise transmitting any images, videos, or data ("User Content") to or through the Stable app, you hereby grant to Stable a non-exclusive, worldwide, royalty-free, sublicensable, transferable, and perpetual license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the Stable app and Stable's business, including, without limitation, for redistributing part or all of the User Content (and derivative works thereof) and so expressly consent to Stable using this User Content for, but not limited to, machine learning, training data, and other analytical purposes.
- 2. Use of User Content Stable shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Stable app and related systems and technologies (including, without limitation, information concerning User Content), and Stable will be free (during and after the term hereof) to use such information and data to improve and enhance the Stable app and for other development, diagnostic, and corrective purposes in connection with the Stable app and other Stable offerings.
- 3. User Representations You represent and warrant that you own all rights, title, and interest, or possess sufficient license rights, in and to the User Content as may be necessary to permit the use of User Content by Stable under these Terms. You also confirm that the User Content does not infringe upon any intellectual property rights of other individuals or entities.
- 4. Waiver You hereby waive any moral rights you may have in such User Content under the laws of any jurisdiction. You agree that you shall have no recourse against Stable for any alleged or actual infringement or misappropriation of any proprietary right in your communications with us.

Governing Law

These Terms will be governed by and construed in accordance with the laws of the jurisdiction in which the Company operates.

Please remember that these Terms are legally binding. By enrolling in StableCare Membership, you accept and agree to abide by these conditions. It is your responsibility to regularly check for updates to these Terms.

Limitation of Liability

In no event shall Stable be liable to any StableCare Member for incidental, consequential, indirect, special, or punitive damages including, but not limited to, loss of use of the products and services, loss of profits, loss of revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, injuries suffered by the member, or claims of the StableCare member, whether based in contract, warranty, tort (including, but not limited to, strict liability or negligence) or otherwise, even if advised of the possibility of such damages.

Acceptance

By accepting these terms and conditions, you acknowledge that you have read, understood, and agree to the terms outlined above.

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