



WAITUI SCOOTERS

AGREEMENT FOR USE OF SCOOTER

AN AGREEMENT is made

BETWEEN: WAITUI SCOOTERS PTE LIMITED a company limited by shares (Private Company) whose registered office is located at Shop 5, Lot 3 Palm Road, Wailoaloa, Nadi.

AND: The Customer

Introduction:

PLEASE READ EACH PROVISIONS OF THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICES, INCLUDING LIMITATIONS OF LIABILITY AND ASSUMPTIONS OF RISK.

- **This Agreement states the terms and conditions that governs Your use of Our services with Waitui Scooters.**
- **Our services (“Services”) we offer under this Agreement are comprised of the following:**
 - i. Rental of electric scooters
 - ii. Minimum age of Users/Competent User
 - iii. Compliance of Laws of Fiji
 - iv. Safety
 - v. Payments of fines and penalties

Terms and Conditions for Rental and Use of Products

A. RENTAL AND USE OF PRODUCTS:

- **You are the Sole User of the Services:**

- vi. You certify and expressly agree that You are the sole renter and You are responsible for compliance with all terms and conditions contained in this Agreement.
- vii. You understand that when You activate a Product, the Product must be used ONLY BY YOU.
- viii. You must not allow others to use a Product that You have activated.

- **Minimum Age to use the Services:**

- ix. You represent and certify that You are at least 18 years old and acknowledge the operation or use of any Products by any minor is expressly prohibited, subject to the following:
 - i. You certify that you fully comprehend the nature of the Services and the inherent risks in using the Services.
 - ii. You certify that you have consent from your parent or legal guardian to enter into this Agreement if you are below the legal age of 18 years old and if you are below 16 years old, consent of parent and legal guardian is paramount.
 - iii. Your parent or legal guardian must review this Agreement, and you must obtain your parent's or legal guardian's acceptance of this Agreement and their agreement to be your guarantor by taking responsibility for your actions, any charges associated with your use of the Services and your acceptance of this Agreement.
 - iv. If you are a parent or legal guardian of a person who uses the Services and is 16 years or older but under the age of majority in the case of Fiji

18 years old, and you allow them to use the Services, then this Agreement applies to you and you are responsible for their activity on the Services.

- **You are a Competent Operator:**

- x. You represent and certify that you are familiar with the operation of the Product, and you are reasonably competent and physically fit to use the Product.
- xi. By choosing to ride a Product, you assume all responsibilities and risks for any injuries and/or medical conditions. Waitui Scooters is indemnified and will hold no liability if there is an accident/injuries etc.
- xii. You are responsible for determining weather conditions, including, without limitation, rain, fog, heat or electrical storms, make it dangerous to operate a E-Scooter. You are advised to adjust your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions. Such responsibility is at your own risk and Waitui Scooters will not be liable.
- xiii. **Operating Area.** Rider agrees not to use, operate, and/or ride the E-Scooter in any no-ride zone or outside permitted service areas, and further agrees not to move or transport the E-Scooter except as expressly authorized by Operator.

- **Compliance with Laws:**

- xiv. You agree to follow all laws, rules, regulations, and/or ordinance pertaining to the use, riding and/or operation of the Products, including those pertaining to

the Products in the area where you are operating the Products, including, without limitations, helmet laws.

- xv. You are solely responsible and liable for any violation of any laws, rules, regulations, and/or ordinances while using the Service, including proper riding and/or parking, and you agree that you are solely responsible and liable for any and all consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, lawyer's fees, judgements, fees and/or disbursements of any kinds, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of your use of any of the Services.

B. SAFETY

- **Safety Check:**

- xvi. Before each use of the Product and at your own discretion.
- xvii. If at any time, whether prior to, during, or after riding any Product, you discover any defect or notice any other potentially unsafe condition on any Product, no matter how slight, You must not use the Product, or, if you are already riding the Product, you must immediately cease riding when it is safe to do so and contact Waitui Scooters.
- xviii. You agree to immediately report the defect or condition, failure to do so the company will demand payments for the defects or initiate legal proceedings to recover the costs of the defects.

- **Lost or stolen Products:**

- xix.** If a Product is not returned within 48 consecutive hours, then the Product may be deemed lost or stolen, and a police report may be filed against you with local authorities.
- xx.** You must report any disappearance or theft as soon as possible.
- xxi.** You are liable to pay for the lost or stolen products if it shows cause due to your own negligence.

- **Helmets:**

- xxii.** You acknowledge and accept that You must wear a helmet at all times while using any of the Services, Products, and/or related equipment, whether required by law or not.
- xxiii.** You must wear a Permitted Helmet that has been properly fitted and fastened according to the manufacture's instructions.
- xxiv.** You expressly acknowledge and agree that you may need to take additional safety measures or precautions not specifically addressed in this Agreement, and you expressly acknowledge and agree that determining whether you must do so is your sole responsibility and the company is not liable at any costs.

C. PAYMENT OF FINES AND FEES

- You agree to pay any fines, fees, penalties, impounding charges, and/or any other charges incurred that result from you parking any product improperly, or as a result of you violating any law, by-law, rule, regulation, and/or ordinance while using the Services.
- You further agree that, to the extent permitted by law, we may, in our sole discretion, demand an additional costs for all fines, fees, penalties, and/or any other charged incurred directly to the that needs to be paid to the appropriate authority if there is a breach of the said laws and regulations.
- You agree and acknowledge that, to the extent permitted by law, we may co-operate with the Local police authorities, Land Transport Authority or any other relevant authorities if you have been charged with any breaches of laws and regulations to provide any information necessary as they may request or may otherwise be required.
- Prohibited Acts:
 - xxv. You expressly certify and agree that you will not Operate any Product in violations of any laws, rules, regulations, and/or ordinance, including any and all rules pertaining to riding any Products on footpaths and/or parking Products.
 - xxvi. Operate any Product while carrying any briefcase, backpack, bag, or other items if it impedes your ability to operate safely the Product.

- xxvii. Use any cellular telephone, text messaging device, portable music player, and/or any other device that may distract You from safely operating any Product.
- xxviii. Operate any Product while under the influence of any alcohol, drugs, medication, and/or any other substances that may impair Your ability to safely operate any Product.
- xxix. Carry any other person on any of the Products.
- xxx. Use other locking mechanisms other than those provided.
- xxxi. Park any Product in a manner that does not strictly comply with all applicable laws, rules, and/or regulations.
- xxxii. You expressly agree that You are responsible for becoming familiar with any and all applicable laws, rules, and/or regulations in the location that You are operating any Product.

- **Products are Intended for Only Limited Types of Use:**

- xxxiii. You agree that You will not use any Product for racing, stunt, or trick riding.
- xxxiv. You agree that You will not operate and/or use any Products on unpaved roads, through water or in any location that is prohibited, illegal and/or a nuisance to others.

xxxv. You agree that You will not use any Products for hire or reward, nor use any Products in violation of any laws, rules, regulations, and/or ordinance and company's policies for the use of product and services.

- **Weight Limit:**

- You agree not to exceed the maximum weight capacity of the E-Scooter (220 lbs / 100 kg to 330 lbs / 150 kg)

- **Reporting of Damages or Crashes:**

xxxvi. You must report any accident, crash, damage, personal injury, stolen or lost Product as soon as possible.

xxxvii. If a crash involves personal injury, property damage, or a stolen Product, You shall file a report with the local police department within 24 hours. Waitui Scooters is indemnified and hold no responsibility if the above situations occur, sole responsibility is on you.

- **You are responsible for Product Damage:**

xxxviii. You agree to return any Product in the same condition in which such Product was rented, fair wear and tear excepted.

xxxix. You agree that You will be responsible for the cost of repairing and/or replacing any Product that You damage, lose and/or cause damage to.

D. LIMITED LIABILITY OF TIME; RISK WARNING; ASSUMPTION OF RISK BY YOU AND WAIVER

- **Limited Liability:**

- xli. Nothing in these terms shall limit or exclude Waitui Scooters liability to you for any liability that, by law, may not be limited or excluded.

- **Indirect Loss:**

- xlii. To the extent permitted by law, Waitui Scooters shall not be liable to you under or in connection with this Agreement for indirect or consequential losses, injuries, accidents

- **Risk Warning, Assumption of Risk and Waiver:**

- xliii. You acknowledge that accidents, personal injury, death and other harm can happen when You are operating the Product, including, but not limited to, as a result of falling, collisions, encountering hidden obstacles, unkept infrastructure, varying terrain and aggravation of existing health conditions.
- xliiii. You acknowledge that You have been warned about these possibilities, and you assume all risks in relation to the operation of the Product and your use of it, including any failure to perform or adequately perform a safety check before Your use of the Product.
- xliv. These provisions will constitute a “risk warning” for the purposes of any applicable law and may operate to exclude or limit any rights You might otherwise have against Waitui Scooters in relation to the supply of the Services.

- **Release:**

xliv. To the extent permitted by law, you release Waitui Scooters from all claims (including claims under the Laws of Fiji that can be waived by you and contributory negligence claims) arising out of the operation of the Product and Your use of the Product.

- **Exclusion-Implied Terms:**

xlvi. You agree that, to the extent permitted by law, any statutory guarantees or warranties, insofar as they are relied on by you in the case where personal injuries, death or other physical or mental harm have occurred to you arising out of the supply of the Services, the operation of the Product or your use of the Product, are excluded from the Agreement, except where significant personal injury arises as a result of Waitui Scooters reckless conduct.

E. This agreement is a legal binding agreement and in accordance with the laws of Fiji.