

**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 COMPANY 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 OF THE FOLLOWING STATEMENTS AND CLAUSES:**

### **STATEMENTS**

The Company, through their legal representatives, declares that:

- 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 del Comercio de la Ciudad de México under the number 274,104.
- 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.
- Its legal representatives, Mr. Héctor Erick Arriaga Palmeño 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.
- 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").
- 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)
- It is duly registered before the Registro Federal de Constituyentes number CMD010221S.
- 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)
- 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 Usuarias (CAPU)" and the digital communication channels.

- This Contract has been duly registered before the Procuraduría Federal del Consumidor (from now on referred as "PROFECO", dated February 19, 2024 and under the number 011355-2023. 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.

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

- Is a natural person with the economic capacity for the enjoyment and exercise required to enter this Contract.
- 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.
- 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).
- 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.
- Has read the whole Contract and is satisfied with it, fully understands how the Company will provide the Services specified in this document.
- 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.
- 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)
- Knows and accepts the rights and liabilities noted in this Contract, and therefore, it is their will to enter it.

Both Parties jointly declare that:

- They acknowledge each other's the legal status that they exercise and the legal capacity to enter and subscribe this Contract.

It is of their interest and willingness to enter this Contract in the terms indicated in the spirit of the following:

## **CLASES**

**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 “Cycle Stations”), with the understanding that the Cycle Stations 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.

Validity and Renewal of the Memberships: Except for those clauses that for any reason of its nature must prevail 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.

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.

Types of Memberships and Rates: For the purposes of this Contract, below are the different Memberships through which the services object of this instrument can be accessed, with the understanding that if these are modified from time to time, the The Company will be obliged to respect the User, those established in this document during the validity of the contracted Membership:

<b>Name</b>	<b>Description</b>	<b>Cost</b>	<b>Validity</b>
<b>1 Day</b>	Unlimited 45 minute trips in 24 hours.	\$ 123.00 MXN Pesos	1 Day
<b>3 Days</b>	Unlimited 45 minute trips in three days.	\$ 245.00 MXN Pesos	3 Days
<b>7 Days</b>	Unlimited 45 minute trips in seven days.	\$ 409.00 MXN Pesos	7 Days
<b>Annual Plan</b>	Unlimited 45 minute trips.	\$ 545.00 MXN Pesos	Annual

For the purposes of this Contract, if these rates are modified from time to time, the Company is obliged to respect the User, those established in this document, during the validity of the contracted Membership.

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.

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 Cycle Stations, 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 Cycle Stations, 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 Cycle Stations. 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 Cycle Stations, the User will have 2 (two) minutes to validate the status of the Bicycle, its accessories, the Docking Point and/or the Cycle Stations, 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 Cycle Stations are in perfect conditions, without any damage, therefore any damage the Bicycle, its accessories, the Docking Point and/or the Cycle Stations 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 Cycle Stations, 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, Cycle Stations, Attention Center for Users (CAPU), nor in the equipment that conforms the Polygon determined for the Cycle Stations.

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

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.

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.

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:

- Total or partial failure of the Bicycle, its accessories, Docking Point or Cycle Stations, discarding the natural wear of the use of those;
- Paste any sticker or make any modifications to the physical appearance of the Bicycles, its accessories, Docking Points or Cycle Stations;
- Exceed 4 times 8 (eight) hours of continuous use of the Bicycles;
- 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;



Misrepresentations in the declarations and/or non compliance of any of the obligations established in this Contract by the User; 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 Cycle Stations and/or the MI Card; (c) unguarded Bicycle; (d) disregard of the duty of care of the Bicycle, its accessories, the Docking Point or Cycle Stations, 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 Cycle Stations 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.

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.

III. PENALTIES: The User, who fails to comply with the conditions established in this Contract, regarding the ECOBICI Service, as well as the Terms and Conditions thereof, will be subject to the following penalties:

PENALTIES	COST
<b>Rides longer than 45 minutes (46 to 60 minutes)</b>	\$26.00 MXN Pesos
<b>Extra hour or fraction</b>	\$52.00 MXN Pesos
<b>Loss of bicycles, use more than 24 hour</b>	\$10,000.00 MXN Pesos

**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 \$10,000.00 (Ten 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 in 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 covering 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 mentions 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 Cycle Stations, 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 Cycle Stations 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 Cycle Stations in terms established in this Contract, will be the market value of the Bicycle, its accessories, the Docking Point and/or the Cycle Stations, 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 Cycle Stations 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:

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. The User must follow the requirements indicated by the Company, including without limiting:

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 \$10,000 (Ten thousand Pesos 00/100).

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.

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:

They must report it immediately to their of attention to users through telephone and/or through any other way that may be published in the Web Site for this purpose.

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.

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:

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.
- (ii) 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 Cycle Stations 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 Cycle Stations and

push the button of repair (this means, the piece located in the Cycle Stations 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 Cycle Stations, 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 ECOBIKI 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.

Safeguard at all times the Bicycle, its accessories, the Docking Points and the Cycle Stations, 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 Cycle Stations.

If any mechanical or electrical damage to the bicycle, its accessories, the Docking Point to the Cycle Stations 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.

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.

At the moment of returning the Bicycle at the Cycle Stations, 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 Cycle Stations, 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 ECOBIKI 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.

The Company:

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

Both the User and the Company, will have each and every one 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 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 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 Cycle Stations.

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 on 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 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:

- Use or take advantage of the Bicycles, their accessories, the Docking Points and/or the Cycle Stations for a profit or commercial purpose.
- Use the Bicycle, its accessories, the Docking Points and/or the Cycle Stations to drag or tow objects.
- Overload the Bicycle, its accessories, the Docking Points and/or the Cycle Stations, 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.
- Enter with the Bicycle, directly or indirectly, any race or security testing, resistance, velocity and/or any other similar.
- Ride or use the Bicycle in gaps, unpaved roads or tracks or those that are in no conditions for the individual Bicycle trip.
- 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.
- Use the Bicycle and/or the Cycle Stations 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 Cycle Stations, and in its case, pressing the repair button, or through any of the communication channels published in the Web Site.
- That the Membership may be used by any other person other than the User.
- 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 Cycle Stations, on the understanding that for the purposes of what is indicated in this document, it will be understood as "Polygon" as they are built by a land are where the services object of this document operate.
- Exceed the limit of time permitted in accordance to the purchased Membership.
- Use the Bicycle, its accessories, the Docking Points and/or the Cycle Stations 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.

- 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:

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.

Any damages to the Bicycle, its accessories, the Docking Points and or the Cycle Stations exist during the time the User has physical or legal possession of them.

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 Cycle Stations, or during the time the User has physical or legal possession of the Bicycle.

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 Cycle Stations, 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 case that the user is found not to be liable for the facts referred to above, which shall be issued by the competent 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 Cycle Stations 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 based 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.**

- Damages to people or objects;
- Damages to the Bicycle, its accessories, the Docking Point or the Cycle Stations;
- Damages made to non users and that were using the Bicycle
- Total or partial theft of the Bicycle and/or its accessories; and
- 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 Cycle Stations): 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 one 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.

# GENERAL TERMS AND CONDITIONS

**Requirements for having a membership and becoming a user (from now on “the User”) of ECOBICI, (from now on “the Service” or “System”).**

The User manifests under protest to tell the truth that all information shared in the Contract of Adhesion (to be defined further on), as well as the application form (from now on “the Application Form”) that the Company (which term is defined in the Contract of Adhesion) made available so the latter can give “the Service” and grant the temporary, personal and costly use of bicycles for individual transport (from now referred as “Services”), is true and the User bears the consequences of their acts in case of false statement, excluding the Company for any liability and understanding that this condition does not exclude them on the compliance of these conditions.

**In order to make use of the Service, it is required to:**

- 1) Be over 18 years old.
- 2) In case of being under age, but over 16 years old (from now referred as the minor):
  - Be accompanied by the legal guardian (term defined in the Contract of Adhesion), who must be over 18 years old, to any of the existent attention kiosks identified through the media and/or the Company’s dissemination and among others may be located in: Camellón de Reforma y Río Guadalquivir, Camellón de Reforma (enfrente a Reforma 222) e Insurgentes Sur (entre las calles Montecito y Filadelfia) (from now on referred as “Attention Kiosks”) such locations may be subject to modifications without previous notice and as long as they are published on the Web Site (such term to be defined further on).
  - May be registered, as long as they present, an authorization previously required, which format will be able in the Web Site, signed by the Legal Guardian (who will act as jointly liable), assuming full responsibility for the minors acts.
  - The authorization mentioned above must be accompanied by a copy of the Legal Guardians valid ID.
  - Such authorization will be valid for the duration of the Membership (such term is defined in the Adhesion Contract) purchased.
  - This documentation is additional and does not replace that specified in other subparagraphs of this section.
- 3) Present valid ID from the User: INE, professional license with photograph, passport, drivers license, any type of Visa or Immigrant document.
- 4) Email account registered under the Users name.

5) Meet the requirements described in the Contract of Adhesion; purchase a Membership; or the User wants it may purchase an Integrated Mobility Card (from now on referred as "Tarjeta MI"), which will identify the User in case of not purchasing the Membership.

6) The Membership is personal and non-transferable, which means, it can only be used by the User; if this condition is not met the Membership may be canceled following the terms of the Contract of Adherence.

7) Purchase the Membership in the web site [www.ecobici.cdmx.gob.mx](http://www.ecobici.cdmx.gob.mx) (in terms of the present text referred as "Web Site") under the Registration section, from the mobile app APP ECOBICI (from now on referred as "ECOBICI APP"), or in the User Attention Centers.

8) The User shall have only one account under their name, they may backup 5 additional people with their credit card, and up to 2 (two) additional people with their debit card.

9) The use of the Service ECOBICI is only for the User.

10) Accept the Service Contract of Adherence for the temporary, personal and costly use of bicycles for individual transport, registered before Procuraduría Federal del Consumidor **dated on** \_\_\_\_\_ **under the number** \_\_\_\_\_ (for effects of the terms and conditions referred as "Contract of Adherence").

#### **SUBSCRIPTION FOR BANK CARD HOLDER USERS.**

Any type of Membership may be purchased with a debit or credit card (VISA or MASTERCARD) backed by a banking institution and valid for online purchases.

All Membership purchases must be paid in one payment, except when there is the option of paying in installments.

In case that the Bicycle (which term is defined in the Contract of Adhesion) is not returned during the next 24 hours from the moment the User removes it from one of the Docking Stations (which term is defined in the Contract of Adhesion), or it may be presumed as stolen or lost, the procedures described in the Contract of Adhesion will be followed. The charges and fees will be made to the registered card under the User's name, except when the incident may not be attributable to the User, this following the terms established in the Contract of Adhesion.

#### **SUBSCRIPTION FOR NO BANK CARD HOLDER USERS.**

For Users that do not have a card backed by a banking institution, will be able to use the Service by paying cash, they will do this in any of the Attention Kiosks and follow the procedures detailed below:

- They must hand in original and copies of the following documents: (i) valid ID (INE, professional license with photograph, passport, driver's license, any type of VISA or Immigrant document); (ii) security deposit as established in the Contract of Adhesion;



(iii) document, under the Company's format, that reflects compromise from two third parties (guarantors) to guarantee compliance of the obligations assumed by the User; this will be applicable in case the security deposit will not cover in its entirety the obligations assumed by the User; (iv) photocopy of the guarantors ID (INE, professional license with photograph, passport, driver's license, any type of Visa or Immigrant document); and (v) photocopy of the home bill of the guarantors no more than 3 months old.

*In case of being a Minor:*

- a) Be accompanied by the Legal Guardian to any of the Attention Kiosks.
- b) May be registered, as long as they present, an authorization previously required, which format will be able in the Web Site, signed by the Legal Guardian, assuming full responsibility for the Minor acts.
- c) The authorization mentioned above must be accompanied by a copy of the Legal Guardians valid ID.
- d) Such authorization will be valid for the duration of the Membership purchased.
- e) This paperwork is additional and does not substitutes the one specified in other subparagraphs of this section.
  - Once the paperwork is verified, the registration of the User in the System will follow and two money orders will be created, they payment of this orders should be made in any of the self-service stores designated for this purpose; including without limiting the one called OXXO (from now referred as "Prepayment Stores"), one for the payment of the Membership (annual or temporary) and another one for the security deposit. These money orders will be sent to the User via email and will be valid for the next 3 (three) days, if the payment si not made by the said date the User will have to complete de process detailed above in order to get new money orders.
  - The User will have to go to any of the Prepayment Stores and get their proof of payment.
  - The Prepayment Stores may charge any fees which are independent of and separate from the Company and must be covered by the User.
  - At the next business day from having made the payment, the User will have to go to any of the Attention Kiosks to validate such payment and complete de subscription.
  - The User will receive at the registered email, their Users ID and may access the Service through the Web Site or the ECOBICI APP.
  - For the refund of the security deposits, the User must notify in any of the established channels in the Contract of Adhesion to the Company. The User must cancel their Membership and have no debit for excess use or any other concept in order to request the refund of the security deposit. The Company will then begin the process of the refund of the security deposit through a check in the name of the User or a wire transfer to the bank account of the User and may take up to the date described

in the Contract of Adhesion. The User will be notified via email when the refund is available in any of the previously mentioned forms.

Any modifications made to these conditions for no bank card holder Users, will be notified in the Web Site.

### **OPERATING HOURS.**

The Individual Bicycle transportation system referred as in these terms and conditions operates Monday to Sunday, every day of the year, from 5:00 to 00:30 hours of the next day. Aside from these hours it is not possible to retrieve Bicycles from any Docking Point of the Docking Stations, although it is possible to return them. Which means, the System is habilitated to return the Bicycles 24 hrs of the day.

### **USAGE TIME.**

- A number of unlimited rides may be used with the duration established in the Web Site for each type of subscription.
- In order to not pay any additional charges or fees: the rides must be no more than the duration established in the Web Site, according to each type of Membership purchased.
- The duration of the journey begins when a Bicycle is borrowed from one of the Docking Points at the Station and ends when the Bicycle is properly returned to one of the docking points at the Station.
- The time of use for each journey will be placed in the Web Site for each type of Membership. Once the time is exceeded this time must be paid according to the applicable Rates (term established in the Contract of Adhesion), these charges will not apply when the time is exceeded for reasons not attributable to the User, previously established in the Web Site and the Contract of Adhesion.
- Rates, charges and fees for exceeding the time may be consulted in the Contract of Adhesion and/or the web site [www.ecobici.cdmx.gob.mx](http://www.ecobici.cdmx.gob.mx)

### **BORROWING A BICYCLE.**

- Once the User has covered all the requirements and has purchased a Membership according to the Contract of Adhesion and the current Terms and Conditions, and has no debit, the User may use the Bicycle following the operating hours of the System.
- To borrow a bicycle from any Docking Point at the Station the User must use the ECOBICI APP to scan the QR code of the bicycle, tap the number of the Bicycle or use a MI Card, previously linked to the Users account. Any additional method to borrow a bicycle will be specified in the Web Site.
- The User will then have 2 minutes to check the status of the Bicycle and start the journey or in case of any inconvenience return the Bicycle. If during this period of time the User starts the journey this will mean the bicycle and its accessories were in perfect conditions, and therefore be the responsibility of the User following the terms established in the current Terms and Conditions and/or the Contract of Adhesion.

## PROPER DOCKING.

- To return the Bicycle, once the User has ended the journey, they must go to a Station and securely dock the Bicycle in an available Docking Point.
- To secure the Bicycle, the User must align the front triangle to the Docking Point and push down.
- The User should hear the sound signal and the light will turn green, this means that the Bicycle has been secured down correctly, the docking was successful.
- If the bicycle has not been properly secured to the Docking Point, the light will turn red and the sound signal will be longer, this means that the docking was unsuccessful and the journey is still running (the User is still responsible of the Bicycle).
- In case of an unsuccessful docking, the User must repeat the process (align the front triangle to the Docking Point and push down the Bicycle) until the light turns green and the Bicycle is properly secured to the Docking Point.
- If after several intents, the light has not changed to green the User must return the Bicycle to another available Docking Point.
- The User must make sure the Bicycle is properly docked to avoid any liability, or additional fee or charge.
- If the User is at the Station they can contact the Attention Center for Users to get help.
- The User may check the status of the journey (ended or running), in the ECOBICI APP.

## BILLING.

If the User requires an invoice from the Company, they should follow the next steps: (It is important to have in mind this process must be done in the same month the payment was made).

1. Login to their account in the Web Site, under the section trips, locate the section "Facturación" and click in "Solicitar Factura".
2. Enter the solicited information according to the applicable laws.
3. The invoice will be sent to the email linked to Users account.

In case the user is not able to make the request in the section trips the User must do it by contacting Customer Services.

## REFUND.

In case there is a proven charge that was not the responsibility of the User under the terms established in the Contract of Adherence, a refund process will take place.

**Applicable:** In case there is duplicated charge for any of the payments made by the User to the Company.

**No refunds will apply in the following cases:**

1. Exceed the time of usage by 8 hours and/or not returning the Bicycle during the next 24 hours; in both cases, the time will run from the moment the User borrowed the Bicycle from the Docking Point at the Station.
2. In case of voluntarily unsubscribe from the System.
3. Charges for misuse or for temporary termination or termination of the Contract of Adhesion.
4. For any other reason established in the Contract of Adherence.

If applicable, the User must contact Customer Service or request the refund through digital media.

## **TYPES OF MEMBERSHIPS.**

### **(i) ANNUAL MEMBERSHIP (365 days)**

The person interested that meets the requirements may purchase an annual membership in the ECOBICI APP, Web Site in the section "Regístrate"; or may go to any of the Attention Kiosks prior completing the Application Form. The person that purchases a Membership will automatically be assigned an ID for User, this will be sent by email once the Application Form and payments are done.

### **(ii) TEMPORARY MEMBERSHIP.**

The person interested that meets the requirements may purchase a temporary membership in the ECOBICI APP, Web Site must complete the Application Form in the section "Regístrate"

The person that purchases a Membership will automatically be assigned an ID for User, this will be sent by email once the Application Form and payments are done.

The Users that chose Temporary Membership may use the Service for the purchased period of time, this subscription will grant access to the Service as establishes in the Contract of Adhesion and the current Terms and Conditions.

### **(iii) GENERAL INFORMATION FOR THE MEMBERSHIPS**

The user that completes the Application Form and payment to the Annual or Temporary Membership may choose from the following:

Link the MI Card in the Web Site or in the ECOBICI APP, card that may be purchased in any of the available Attention Kiosks. The User will have access to this card during the validity of the Membership, whether it may be annual or temporary.

In case the User wishes to change the validity or the Membership, they must request a cancellation, and get a new one, this under the terms established in the current Terms and Conditions and the Contract of Adhesion.

All users with active annual or temporary Membership will have the protection of accident and civil liability insurance with coverage for medical expenses and damages to third parties. Annual membership holders will additionally have coverage in case of accidental death and funeral expenses. The application and origin of the coverage is subject to the conditions of the insurance policy contracted.

### **INTEGRATED MOBILITY CARD (MI CARD).**

- The User that purchases an annual or temporary Membership may access, if desired, to a MI Card that may be linked to their account in the Web Site and the ECOBICI APP. With the Mi Card, during the validity of the Membership, they may borrow only one bicycle at a time, in any of the Stations operated by the Service.
- In case of loss of the MI Card, the User shall follow the process of the cancellation or replacement and cover the cost of the replacement in case of getting a new MI Card in any of the Attention Kiosks. In any case, it will be responsibility of the User to unlink the lost MI card from their account, to avoid any additional charges, all of this under the terms of the Contract of Adhesion.
- If a bicycle is borrowed using a MI Card linked to an account, any additional charges, fees or rates will be charged to the linked account.

*\*For further information check out the applicable Rates in the Web Site and/or the Contract of Adhesion.*

### **REQUIREMENTS TO RETRIEVE THE MI CARD IN THE ATTENTION KIOSKS.**

- When accessing an Attention Kiosk is necessary to follow all sanitary and safety measures. A valid ID must be presented and the bank card which the payment was made or the proof of payment in the case of No Bank Card Holder Users.
- Once the User has their MI Card, they may be able to retrieve a bicycle.
- The MI Card received or activated by the User will be personal and non-transferable and will only be given once the membership application form is completed and the underlying payment is authorized. It may only be used for one bicycle at a time.
- The replacement of the lost, stolen or damaged MI Card has an additional charge. *\*For further information check out the applicable Rates in the Web Site and/or the Contract of Adhesion.*
- The MI Card is used only as an ID to access the Service, no charges will be made to this card.
- It is mandatory to present a valid ID, bank card which the payment was made, proof of payment and/or any other document stated in the Web Site.

### **SUSPENSION OF THE ACCOUNT DUE TO PENDING PAYMENT.**

- The User might generate charges, fees or rates for exceeding the usage time.
- In case the User exceeds the time of use by 8 hours straight or incurs in any of the assumptions described in the Contract of Adhesion, the account will be automatically suspended until the payment of these charges is made.

- Once an account is suspended, the Company will try to make the charge of the pending balance. This charge will be made directly to the credit or debit card registered in the Users account.
- In case of not being able to make this charge to the Users credit or debit card, the Service will continue suspended until the balance is paid off.
- If the User requires further information on the status of the journeys, may access using their email and password in the Web Site or from the ECOBICI APP. In the section "Mis Viajes" the date, time and place of any trip may be consulted.
- In case the credit limit is exceeded a prepayment may be made previous to the cut-off date by contacting the Customer Service.

## **CANCELLATIONS AND NO RENEWALS.**

To cancel or not renew the annual Membership the User must follow the next steps, without bias of those established in the Contract of Adhesion:

- Make sure there is no pending balance in their account.
- Log in to the User section in the Web Site or the ECOBICI APP, using the email and account registered at the moment the Membership was purchased.
- In the section "Suscripción", click "Cancelación" or deactivate the option "Autorenovación", as appropriate.
- Prior, send an email to [contacto@ecobici.mx](mailto:contacto@ecobici.mx) requesting the cancellation of the Service.
- The Company will send the User a cancellation or no renewal form that must be filled, signed and attached to the email sent to [contacto@ecobici.mx](mailto:contacto@ecobici.mx)
- Wait for the confirmation of cancellation or no renewal for a period no longer than 24 hours.
- The Company may cancel the User account if by the expiration date of the Membership a charge cannot be made for the automatic renewal, including any additional charges.
- The cancellation may be requested at any time as long as the requirements in this section are met.

## **COMPLIANCE TO THE APPLICABLE LAWS.**

The User is bound by law, including without limiting, the Reglamento de Tránsito de la Ciudad de México and the Ley de Cultura Cívica de la Ciudad de México.

## **TRAFFIC VIOLATIONS.**

Without bias to what is established in the Contract of Adhesion, in case of accident or traffic violation in which the User is involved, they must immediately contact the area of Attention to the User via phone and be subject to what is established in the Contract of Adhesion.

The traffic violations reported by the User will be verified through the procedures to the waiver of liability and deadline indicated for these, together by the personal for support of the Company and the Secretaría de Movilidad de la Ciudad de México.

In case this traffic violation was caused by any defect of the bicycle or by inadequate maintenance, all expenses will be covered with the Company valid insurance or insurances through the procedures and deadlines indicated to the User. The Company will not be obliged to compensate those traffic violations that are not caused by any defect of the bicycle or by its inadequate maintenance.

If the User does not meet any of the procedures stated above, the Company might limit the compensatory allowances or declare the payment inadmissible, except the cases where the stated conduct results not attributable to the User, which may be consulted in the Contract of Adherence.

### **AUTHORIZATION OF USE OF IMAGE.**

The authorization of use of the User's image while using the System object to the current Terms and Conditions will be made as set out in the Contract of Adhesion.

### **PERSONAL DATA**

In accordance to the Federal Law of Customer Data Protection (further on referred as "The Law") as well as the agreements of the Privacy Notice published in the Diario Oficial de la Federación dated January 17, 2013 (further on "Agreements") under the name and representation of the partnership between 5M2 S.A de C.V. ("5M2") and BKT BICIPÚBLICA S.A DE C.V. ("BKT"), (further on "GRUPO EXPANSIÓN") declares to be a legally formed company in accordance with the Mexican Laws, with postal address in Avenida Constituyentes #956, Colonia Lomas Altas, Alcaldía Miguel Hidalgo, C.P. 11950, Ciudad de México; as carrier of the Service, is responsible of protecting and processing your personal data.

Users personal data will be gathered for the means required for the Service use:

1. To contact the User when needed.
2. To evaluate the Service given to the User.
3. To answer an application or information for the Service use.
4. To follow Services purchased.
5. To clarify and follow any charges.
6. To send notifications regarding any changes made to the Privacy Notice.

\*For further information the User may consult the Privacy Notice (extended, shortened and simplified) in the Web Site

\*The user may consult the Contract of Adhesion in the Web Site [www.ecobici.cdmx.gob.mx](http://www.ecobici.cdmx.gob.mx) For further information, the User may access to the section FAQ in the following link: [www.ecobici.cdmx.gob.mx/en/faq](http://www.ecobici.cdmx.gob.mx/en/faq) or send an email to [info@ecobici.mx](mailto:info@ecobici.mx)

March 2024