

BIKI RIDER RELEASE: USER AGREEMENT, ADDENDUM A VERSION 1.0

USER IS ADVISED TO REVIEW THIS DOCUMENT CAREFULLY BEFORE ENTERING INTO THIS ADDENDUM AGREEMENT AS IT IS A BINDING LEGAL AGREEMENT.

THIS BIKI USER ADDENDUM, LIABILITY WAIVER AND RELEASE (this “Addendum”) is made by and between the participant executing this ADDENDUM (“You” or “User”), Bikeshare Hawaii (“BSH”) and Secure Bike Share Hawaii LLC (“SBSH”) as of the date User first participates in the Program or uses any of the Program Equipment. By participating in the Program and using the Program Equipment, User hereby agrees to the terms and conditions of this ADDENDUM.

RECITALS

1. BIKI RIDER RELEASE: USER AGREEMENT, LIABILITY WAIVER AND RELEASE is an agreement made by participant executing said agreement and remains in full effect as of the date the participant first participates in the Program or uses any of the Program Equipment. The BIKI RIDER RELEASE: USER AGREEMENT, LIABILITY WAIVER AND RELEASE shall be read together with this Addendum. All definitions from the BIKI RIDER RELEASE: USER AGREEMENT, LIABILITY WAIVER AND RELEASE shall be carried forward into this Addendum for User acceptance.

AGREEMENT

Acceptance of Agreement: Parties. By acknowledging or accepting the terms and conditions of this ADDENDUM, whether by electronic means or otherwise, User agrees to all the terms as listed below and in addition to the terms and conditions contained in the Agreement. The income-qualifying rate for the Commuter Plan (Commuter Plan*) will be offered at \$5.00 less than the existing Commuter Plan. This plan will only be available for individuals approved by SBSH. SBSH is solely responsible for the approval of all applicants.

Application Rules and Regulations

In addition to the terms and conditions contained in the Agreement, participation in the Program and use of the Program Equipment by User shall at all times be subject to the following rules and regulations, as the same may be amended from time to time in the sole discretion of SBSH:

- 1) Applicants must be 18 years or older or 16 to 17 years of age with explicit consent from a Parent or Legal Guardian.
- 2) All applicants may have up to one (1) active Commuter Plan* at a time.
 - a) All applicants must be receiving benefits from the Hawaii State Department of Human Services and provide a copy of their Benefits Award Letter (“BAL”) or Benefits History Letter (“BHL”). A household should not have more applicants than the BAL or BHL covers. For example, if a BAL or BHL indicates there are 4 people living in the household and entitled to qualifying benefits, we will only accept up to 4 applicants in connection with that (BAL) or (BHL). Acceptable forms of benefits include, SNAP, TANF, TANOF, GA, AABD or Childcare subsidies.
- 3) Applicants must provide proof of Hawaii Residency. The following documents are acceptable forms of verification:
 - a) Hawaii-issued Driver’s License
 - b) Hawaii-issued State Identification
 - c) Letter of in-state tuition from the University of Hawaii from the most recent semester
 - d) A payroll check from a Hawaii employer from the last 90 days
 - e) Utility bill from the last 90 days at a Hawaii address
 - f) A piece of mail postmarked within the last 90 days addressed to the applicant received at a Hawaii address.
- 4) Applicants must clear any outstanding balances on previous Biki Accounts, if any, in order to qualify.
- 5) All applicants must have a current US government-issued ID.
- 6) Applicants may pay in Cash or with a Debit/Credit Card

- a) Cash applicants must prepay for their first month of service at the time of application. If a cash applicant emails their application to our online inbox, their application cannot be processed until payment is received.
- b) Debit/Credit Card holders will pay for their first month of service at the time of account activation.
- 7) All applicants must maintain a working phone number and valid email address to qualify for service.
- 8) All Applicants will receive a Biki Pass at the time of their application, if they apply in person at the Biki Office or at a Biki Event. A Biki Pass is required to activate a Commuter Plan* using a debit/credit card.

Cash or Credit/Debit Card Transaction Processes

Cash Transactions

Commuter Plan* Applicants that pay in cash will have their cash applied to any outstanding balance they may have before they can be applied to a new month of service. For example, if a Commuter Plan* User has outstanding balances from the previous month in the amount of \$20.00, and pay \$10.47 for a new month, the \$10.47 will be applied to the existing \$20.00 balance before it can be applied to the new month of service. There are no refunds on payments made toward outstanding balances.

Cash applicants must remain cash accountholders. If a cash accountholder would like to use a credit/debit card to pay, they must change their account to a credit/debit card account.

Applicants that pay in cash that have an unprocessed application as of the 5th of the calendar month can pick up their cash prepayment at the Biki Office during Office Hours beginning the 6th of the calendar month. They will have 14 days to pick up their money. All outstanding cash not picked up by the 20th of the month will be mailed in the form of a check to the mailing address on file. Any lost or voided checks will be deducted from the amount should applicant requests a new check be issued.

Credit/ Debit Card Transactions

Credit/debit card accountholders are not able to pay for any of their services in cash. Once an account is created as a credit/debit card account, they will need to create a new account in order to pay in cash.

Enrollment Period

All new applicants may provide their application at the Biki Office during regular office hours, Monday-Friday, 8am – 5pm, except holidays. All pending applications and confirmations will be processed before the 4th day of each calendar month.

All successful cash applications will have their account activated on the 5th day of their enrollment month.

All successful debit/credit card applications will have their account available for activation on the 4th day of their enrollment month. Successful applicants will be required to make payment before the account is activated.

All unsuccessful applications will be notified prior to the 4th day of the enrollment month.

All other applicants that require additional clarification or information will be informed prior to the 4th day of the month.

Unprocessed Applications

Applications that are missing information or otherwise not processed will be kept on file and updated as the applicant updates their information. Applications with updated information will automatically be reviewed during the next review period.

Plan Type

Commuter Plan* (Residents Only)

A monthly plan that is \$10.00 for one month of an unlimited number of rides up to 30 minutes.

An individual 30-minute ride begins when a Bicycle is unlocked from a Biki Stop and ends when that Bicycle is redocked at any Biki Stop. Leftover time from one 30-minute ride cannot be carried over to future 30-minute rides. For example, if a 30-minute ride is only 20 minutes, you are within your 30-minute time limit

window for that ride. However, the 10 minutes remaining from that ride cannot be carried over to a future 30-minute ride to allow for a 40-minute ride to avoid Extra Time fees.

If you exceed 30 minutes of ride time on any and all individual 30-minute rides, you will incur Extra Time charges. Each 30-minutes of overage or fraction of 30-minutes triggers an Extra Time fee of \$4.50. For example, if your ride is 40 minutes, you will be assessed an Extra Time fee of \$4.50. If your ride is 67 minutes, you may be assessed the Extra Time fee twice, for a total of \$9.00. You will incur Extra Time fees each time you exceed your 30-minute time limit.

You may ride as many individual 30-minute rides as you desire within the month you have purchased.

However, there is a 5-minute period in which, once a user has ended a ride, they will not be able to take out another bike.