

TERMS AND CONDITIONS OF HIKO TECHNOLOGIES

Services provided by **TECHNOLOGIES HIKO INC.** (collectively, "**Hiko**" or "**we**") include:

- (1) Mobile application;
- (2) The rental of products offered through our mobile application or website (hereinafter referred to as the "**Products**") and ;
- (3) Any other equipment, maintenance, personnel, services, applications, websites and related information provided or made available by Hiko.

(collectively, the "**Service**")

The Service is made up of stations, which include a payment terminal and docking points for Products. A station enables a Product to be rented, stored and locked. The Service allows the rental of a Product at a station and its return at the same or any other station. The number and location of stations are subject to change without notice and at Hiko's sole discretion.

This document (the "**Agreement**") is an agreement between the customer or user (collectively, the "**Customer**") and Hiko relating to the terms and conditions associated with the use of the Service. This Agreement, together with all updates, supplements and additional terms and conditions, collectively constitute the sole agreement covering the Services between the Customer and Hiko.

The Customer must read this Agreement carefully. If the Customer does not accept the conditions set forth herein, the Customer may not use the Services.

Although the entire contractual relationship relating to the Service is concluded solely between Hiko and Customers, Customers acknowledge and accept that, where this mobile application has been provided to them by an intermediary (e.g. Google Play Store, Apple AppStore), such intermediary may act as a third party beneficiary and additional terms may apply between the Customer and such third party.

The Service is provided by :

TECHNOLOGIES HIKO INC.
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Victoriaville (Québec) G6P 6L4

E-mail: service.client@hiko-tech.com
Telephone: 1-877-695-4440

1. SERVICE ACCESS

1.1 Access without account

Access without an account allows the Customer to access the Service without having to create an ~~user~~ account, by following the procedure described in article 3.1.1 and paying the usage fees specified in article 5.

1.2 Account access

The creation of an account enables the Customer to access the Service by following the procedures described in article 2.1, 3.1.2 and by paying the usage fees specified in article 5.

2. USER ACCOUNT

2.1 Creating an account

To create an account, ~~customers~~Customers must provide all required data or information in a complete and truthful manner. By registering, Customers agree to be fully responsible for all activities that occur under their login ID.

2.2 Conditions for recording accounts

By registering, Customers agree to abide by these conditions:

- (1) Accounts registered by bots or any other automated method are not allowed.
- (2) Each Customer may register only one account.
- (3) An account cannot be shared with other people.

2.3 Account cancellation

Customers may terminate their account and stop using the Service at any time using the procedure provided in the application.

2.4 Account suspension and deletion

You are prohibited from using the Service to share content that is unlawful, threatening, libelous, defamatory, obscene, pornographic or profane or that could constitute or encourage conduct that would be considered a violation of the law. In addition to the remedies available to Hiko, if Hiko determines, in its discretion, that the Customer has violated or is likely to violate the foregoing prohibitions, Hiko shall have the right to take any action it deems necessary to cure or prevent such violation, including, without limitation, termination of the Customer's use of the Service or deletion of the Customer's ~~user~~-account.

The suspension or deletion of Customer accounts does not give rise to any claim for compensation, damages, or reimbursement.

The suspension or deletion of accounts for reasons attributable to the Customer does not exempt the Customer from paying the applicable ~~user~~-usage fees.

3. USING THE SERVICE

3.1 Technical conditions of use

- 3.1.1 ~~Without a user-an~~ account. Customers wishing to purchase the Service without an account must accept the terms and conditions of use of the Service and enter their credit card information at the station.

3.1.2 **With user an account.** Customers wishing to purchase the Service with an account may do so using the mobile application, or by inserting the credit card associated with their account in the station.

3.2 Single user

The Customer is the sole lessee and is solely responsible for compliance with all conditions contained in this Agreement. If the Customer permits other persons to use the Product, such use shall be in accordance with these terms and conditions and the Customer shall be responsible for compliance with these terms and conditions ~~to~~by the person he has authorized to use the Product.

3.3 Product ownership

With the exception of article 4, the Customer accepts that the Product remains the exclusive property of Hiko at all times. Products not returned within 72 hours will be considered lost or stolen, and the Customer may have the full deposit retained.

3.4 Availability

The number of Products is limited, and their availability is never guaranteed.

The Products are batteries which require periodic charging to operate. The Customer agrees to use the Products in a safe and prudent manner.

The Customer understands and accepts each of the following:

- (1) The level of charging power remaining in the Product will decrease with use of the Product and, as the level of charging power in the Product decreases, the operational capabilities of the Product may decrease (or cease altogether).
- (2) The charge level of the Product at the time the Customer begins the rental or the use of the Product is not guaranteed and may vary.
- (3) The rate of power loss during use of the Product is not guaranteed and will vary depending on the Product, operational conditions, weather and other factors.
- (4) It is the Customer's responsibility to check the charge level of the Product and to ensure that it is adequate before starting to use the Product.
- (5) There is no guarantee as to how long the Customer can operate the Product before it loses its charging capacity.
- (6) The Product may become depleted and cease to function at any time, including before reaching the recharging level desired by the Customer.
- (7) If the Product no longer has a charge, the Customer must return the Product.

3.5 Lost or stolen product

A Product may be considered lost or stolen if it is not returned within 72 hours. Hiko and the Customer agree that the last user is responsible for a lost or stolen Product, unless the facts and circumstances suggest otherwise in Hiko's judgment.

3.6 Product use

- 3.6.1 **Prohibition.** Tampering with or attempting to gain unauthorized access to the Product is prohibited. The Customer acknowledges that this prohibition includes, but is not limited to, any drawings, perforations, scratches, dents or dings on the Product.
- 3.6.2 **Dangerous situation.** If, at any time, whether before, during or after the rental of a Product, the Customer notices a potentially dangerous condition, he must not use the Product or, if he is already using it, he must immediately stop using it as soon as it is safe to do so.
- 3.6.3 **Notification.** The Customer undertakes to report any damage, unusual or excessive wear and tear of the Product to Hiko, as well as any dangerous situation in accordance with article 3.6.2. Any damage or unusual or excessive wear to the Product not reported by a Customer may be invoiced to said Customer.

3.7 Liability

The Customer accepts responsibility for the Product and assumes full liability for any misuse and for any consequences, claims, losses, damages, injuries, costs, expenses, penalties or disbursements of any kind related to the Product.

The Customer undertakes to return the Product in the same condition in which it was rented, with the exception of the charge level and the reports made in accordance with article 3.6.3. The Customer shall not be liable for normal wear and tear of the Product but shall be liable for any failure to report in accordance with article 3.6.3.

The Customer agrees to pay any fines, fees, penalties, court costs, and/or any other costs incurred by Hiko, resulting from the Customer's improper use of the Product, or resulting from the Customer's violation of any law, regulation, and/or ordinance while using the Service.

The Customer also accepts that any attempt to recharge the Product by means other than a charging station operated by Hiko will be carried out under the Customer's sole responsibility.

3.8 Product return

The Product can be returned to any of Hiko's official return locations. A list of all return locations, which is updated daily, is available on the application.

4. DURATION & ENDING

The Agreement is entered into upon its acceptance by the Customer and is terminated either (a) by deleting the Customer's account as provided in 2.3 or (b) if the Customer does not have an account, by returning the Product.

5. USAGE FEES

5.1 Usage fees

Hiko allows the Customer to use the Product by paying the rate displayed on the application at the time of rental. Pricing may be subject to taxes which will be billed to the Customer and collected by Hiko.

For the purposes of this article 5.1 any hour started will be billed in full.

The Customer understands and accepts that pricing may be unilaterally modified by Hiko at any time or from time to time and at its sole discretion. However, the rate displayed on the application at the start of a rental may not be modified during use.

5.2 Offers and discounts

Hiko may propose offers and discounts for the use of the Products. Any such offer or discount will always be subject to the eligibility criteria and conditions applicable thereto.

Offers and discounts are granted at Hiko's sole discretion.

Repeated or recurring offers and discounts do not create any claim/title or right that Customers may assert in the future.

Depending on the case, discounts or offers are valid for a limited time or while stocks last. If an offer or discount is limited in time, time indications refer to Hiko's time zone, either Eastern Standard Time (EST) or Eastern Daylight Time (EDT) (GMT -5), as applicable.

5.3 Coupons

Offers or discounts may be based on coupons.

Hiko may refuse to honor a coupon in the event of a violation of the terms and conditions applicable to coupons.

Notwithstanding the provisions of article 5.3 regarding coupons, any additional or deviating rules applicable to the use of a coupon displayed on the corresponding information page or on the coupon itself will always prevail.

Unless otherwise indicated, these rules apply to the use of coupons:

- (1) Each coupon is valid only if used in the manner and within the time specified on the website and/or on the coupon;
- (2) A coupon can only be used in full at the time of purchase - partial or retroactive use is not permitted;
- (3) Unless otherwise indicated, single-use coupons can only be used once per purchase and can therefore only be applied once;
- (4) One coupon cannot be combined with another;

- (5) The coupon must be used exclusively during the period specified in the offer. After this period, the coupon will automatically expire, excluding any possibility for the Customer to claim the corresponding rights;
- (6) The Customer is not entitled to any credit/refund/compensation in the event of a difference between the value of the coupon and the value exchanged;
- (7) The coupon is for non-commercial use only.
- (8) Any reproduction, counterfeiting or trading of the coupon is strictly prohibited, as is any illegal activity related to the purchase and/or use of the coupon.

5.4 Payment methods

The Customer represents and warrants to Hiko that he/she is authorized to use any means of payment provided to Hiko. The Customer authorizes Hiko to debit the means of payment provided by the Customer for all charges incurred by the Customer, including the deposit. All charges are subject to applicable sales taxes and other governmental authority fees that may be charged and collected by Hiko.

All payments are processed independently by a third-party service. Therefore, the application does not collect any payment information.

6. DEPOSIT

During the rental period, the Customer acknowledges and agrees that a pre-authorization of \$100 will be withheld from the Customer's credit card. If the Customer uses the Product in accordance with article 3.6, the Customer will be reimbursed the deposit less the usage fee in article 5. The refund may take some time to be released depending on the policies of the Customer's banking institution.

7. TECHNICAL ASSISTANCE

The Customer may have recourse to Hiko's technical assistance to solve problems related to the use of the Product. A list of all the ways to contact the technical support service is available on the application.

8. RIGHT OF EXCHANGE

If the Product has a technical defect making it impossible to use, it will be possible to exchange it free of charge at the place of collection within 10 minutes of collection. Once this period has expired, the Customer may only request a refund of the deposit at the point of collection but will remain liable for the usage costs.

Hiko suggests that the Customer test the functionality of the Product immediately after retrieval.

The Customer's right of exchange will be forfeited in the event of usage that does not comply with the provisions set forth herein.

9. LICENSE

Hiko grants the Customer a limited, revocable, non-exclusive and non-transferable license to access and use the mobile application for the sole purpose of accessing the Service, to the exclusion of any commercial purpose. Any unauthorized use or breach of any provision hereof shall automatically terminate this license.

10. GENERAL PROVISIONS

10.1 Implicit waiver.

The failure of Hiko to assert any right or provision hereunder shall not constitute a waiver of such right or provision.

10.2 Service interruption

In order to ensure the best possible level of service, Hiko reserves the right to interrupt the Service for reasons of maintenance, system upgrades or any other change, informing Customers accordingly. In addition, the Service may not be available for reasons beyond Hiko's reasonable control.

10.3 Data protection

The Customer understands and agrees that all personal information held by Hiko relating to Customers, including all names, addresses, telephone numbers, e-mail addresses, passwords, payment information and other information, will be treated by Hiko in accordance with its Privacy Policy (available on our website: <http://hiko-tech.com/confidentialite>).

10.4 Compensation

The Customer shall indemnify and hold harmless Hiko, its officers and directors (the "**Indemnified Parties**") from and against any and all third party claims resulting from (a) the Customer's use of the Product, including but not limited to damage to persons or property, bodily injury or death caused by the user, (b) any breach hereof by the Customer, and/or (c) any breach hereof by any person using a Product rented by the Customer. The Customer acknowledges that Indemnified Parties shall have no liability arising from any such claim and agrees to hold Indemnified Parties harmless from any resulting loss, damages, judgments, awards, costs, expenses and legal fees that are in any way related to your access to or use of the Services.

10.5 Modifications

Hiko reserves the right to amend or modify the terms and conditions of the Service at any time. In this case, Hiko will inform the Customer of the changes in an appropriate manner.

These changes will only affect the relationship with the Customer from the date they come into force.

The Customer must accept the modified conditions before continuing to use the Service. If the Customer does not wish to be bound by the modifications, he must cease using the Service and may terminate the Contract.

The previous applicable version will govern the relationship prior to the Customer's acceptance. The Customer may obtain any previous version from Hiko.

10.6 Transfer

Hiko reserves the right to transfer, assign, or subcontract any or all of the rights or obligations hereunder.

The Customer may not assign or otherwise transfer its rights and obligations under the Contract.

10.7 Divisibility

If any provision of these Terms is held or becomes invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

10.8 Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec (Canada) and the laws of Canada applicable therein.

(Not applicable to Quebec consumers)

The parties submit, to the extent permitted by law, to the exclusive jurisdiction of the courts of the judicial district of Montreal, in the province of Quebec.