

UMI Terms of Service

Introduction

Welcome to the UMI platform! We're excited to be able to provide you with a platform to earn and redeem Urban Miles. Urban Miles can be collected using different forms of shared mobility, such as car sharing, ride hailing, bike sharing, public transport. With miles boosts you can earn extra miles on special offers. Urban Miles can be redeemed for personalized rewards including but not limited to free trips or upgrades.

We're always happy to hear from you if you have any questions or suggestion. You can contact us at support@urbanmiles.com.

Use of Services

By accessing and using our Services (defined below), you are agreeing to these Terms of Service, our Privacy Policy, any applicable Additional Terms (defined below). It is important to read our entire Agreement carefully as some of the provisions affect your legal rights.

By registering for a user name with UMI, you agree that: (a) you are over 18 years of age (b) you have the authority to enter into this Agreement and bind yourself; and (c) you are bound by all terms and conditions of this Agreement.

You must keep your password confidential, you must not share it and you may not allow anyone else to log into our Services as you. You are responsible for all activities that occur under your member account. If you believe that your account is no longer secure, notify us immediately by contacting us at support@urbanmiles.com.

Our Services

When we refer to our 'Services', we mean all products and services owned and operated by UMI Systems, Inc. or any of its affiliated companies (collectively, 'UMI', 'we' or 'us'), including the content, features, tools, data, software and functions made available by us through www.urbanmiles.com, our mobile applications, and other websites or applications we operate, unless those websites or applications have posted separate or additional terms of service.

We reserve the right in our sole and absolute discretion to make changes to how we operate and provide our Services, including adding new services, modifying existing services, or suspending, discontinuing, or terminating your access to any or all portions of our Services. Some of our Services are subject to additional terms and conditions ("Additional Terms"), which are posted separately from these terms but are incorporated and form part of the Agreement if you decide to

use or access those features. If there is a conflict between applicable Additional Terms and these terms, the Additional Terms will control.

How you earn Urban Miles

You may earn Urban Miles by providing us with your trip receipts from selected mobility services (e.g. ReachNow, Lime, public transport, etc.). There are several ways to provide receipts: connecting your email account with your UMI account, auto-forwarding from your own email service provider or simply forwarding us every single email.

Each Urban Miles account can only be associated with one individual.

How you redeem Urban Miles

You may use our Services to redeem Urban Miles for the rewards that we make available and which may change from time to time. You may redeem Urban Miles in accordance with such conditions and upon payment of such fees as we may determine at any time.

Please note the following important restrictions on the redemption of Urban Miles:

1. The maximum amount of Urban Miles that can be redeemed in any calendar day is 300,000 miles; and
2. Unless otherwise specified, Urban Miles expire 36 months after the date they are earned.

The number of miles recorded in your account and the number of reward miles required to obtain any particular reward are subject to verification by us. Once a reward has been requested or redeemed by you, no changes, refunds or return of miles are permitted. All rewards are offered subject to availability and restrictions imposed by the reward suppliers. We assume no responsibility for any loss, damage, defect, injury, death or expense relating to any reward or a rewards processing, or delivery for your rewards not turning out as you expected for whatever reason.

Urban Miles have no cash, monetary or other value and cannot be converted into any currency.

All references to money in these terms are in US dollars, unless otherwise indicated.

Account Information from Third Party Sites

You may direct us to retrieve your transaction-related information maintained online by third parties with which you have relationship, maintain an account or engage in transactions ('Account Information'), for example, an email provider. We work with one or more online service providers to access this Account Information.

We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Subject to our

Privacy Policy, we cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings.

Responsibility for taxes

You agree that you are solely responsible for any taxes, liabilities or charges of any kind payable to the government or other authority in connection with your use of the Services, and earning and redeeming Urban Miles.

Ownership and infringement

All content and materials, including but not limited to images, text, visual interfaces, information, data, and computer code, provided by us through our Services (our 'Content') and all related intellectual property rights are the property of UMI and/or its third-party licensors. Our Content is protected by U.S. and international intellectual property laws and treaties. You are permitted to use our Content only on our Services and you may not copy, modify, sell, reproduce, distribute, republish, display, post, create derivative or collective works from, or transmit in any form (including in-line linking or mirroring) our Content, in whole or in part, without our express prior written consent. You may not reverse engineer or reverse compile any of our Services or the technology used to operate our Services. Nothing in the Agreement or our Services grants you, by implication, estoppel, or otherwise, any license or right to use our Content except as expressly stated in the Agreement.

Our Services may also display certain intellectual property, such as company, product, and service name and logos, that is owned by our partners (our 'Partners' Intellectual Property'). Nothing in the Agreement or our Services grants you, by implication, estoppel, or otherwise, any license or right to copy, modify, sell, reproduce, distribute, republish, display, post, create derivative works from or transmit in any form (including in-line linking or mirroring) any of our Partners' Intellectual Property.

Disclaimers

WE PROVIDE OUR SERVICES, OUR CONTENT, AND ALL CONTENT AND MATERIALS AVAILABLE THROUGH OUR SERVICES 'AS IS' AND 'AS AVAILABLE' WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. UMI, ON BEHALF OF ITSELF, ITS AFFILIATES AND ITS LICENSORS, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO OUR SERVICES OR OUR CONTENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OUR SERVICES, OUR CONTENT, OR OTHERWISE AVAILABLE THROUGH OUR SERVICES WILL CREATE ANY WARRANTY REGARDING UMI OR ANY OF OUR SERVICES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU USE OUR SERVICES, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN OUR CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES, AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO OUR SERVICES, YOUR DEALINGS WITH ANY OTHER MEMBER OR THIRD PARTY, AND YOUR USE OF OUR CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH OUR SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF OUR SERVICES OR THE USE OF ANY OF OUR CONTENT OR OTHER CONTENT AVAILABLE THROUGH OUR SERVICES.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL AFFECT WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

Limitation of liability

UMI AND ITS REPRESENTATIVES, AGENTS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EQUITY HOLDERS, EMPLOYEES, PARENT ENTITIES, SUBSIDIARIES, AFFILIATED ENTITIES, REPRESENTATIVES, AGENTS AND LICENSORS (COLLECTIVELY, THE "UMI PARTIES") WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING IN ANY WAY TO OUR SERVICES OR OUR CONTENT.

EXCEPT AS REQUIRED BY APPLICABLE LAW (E.G., ANY NON-WAIVABLE RIGHTS OR REMEDIES), IN NO EVENT WILL THE TOTAL LIABILITY OF THE UMI PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR ANY INABILITY TO USE ANY PORTION OF, OUR SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED IN THE AGGREGATE ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

IF ANY OF THE FOREGOING LIMITATIONS ARE FOUND TO BE INVALID, THE UMI PARTIES' TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Indemnity and defense

You will defend (if requested by any UMI Party), indemnify, and hold harmless the UMI Parties from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by the UMI Parties in connection with any claim by a third party arising out of or in any way related to: (1) your use of our Services or our Content; (2) your violation or alleged violation of this Agreement or your violation or alleged violation of any applicable law; (3) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (4) any dispute between you and a third party, including any provider of third party content. You must not settle any such claim or matter without the prior written consent of UMI. The UMI Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

No class actions

YOU AND UMI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR A CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Termination

This Agreement is effective until your member account, if applicable, is deactivated by either you or UMI and you discontinue all use of our Services.

Either party may terminate this Agreement at any time by notice to the other party. We may suspend your access to the Services immediately without notice for any reason.

If your account is terminated or disabled for any reason including but not limited to multiple attempts at non-Qualifying Transactions, then your existing UMI systems miles will be forfeited and any further transactions which might otherwise earn you UMI systems miles will not be deemed to be applicable.

Notices

All notices relating to this Agreement will be sent by email, to your phone number registered to us, or will be posted on the Website. We will send notices to you at the email address maintained in our records for you. You must send notices to us at our current email address published on the Website. Email notices are deemed written notices for all purposes for which written notices are required. Email notices are deemed received the business day after transmission if properly addressed to the intended recipient.

Assignment

You may not assign this Agreement without our prior written consent. We may assign this Agreement at any time without notice to you. This Agreement will be binding on each party's successors and permitted assigns.

Severability

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision may be severed from the Agreement and does not affect the validity and enforceability of any remaining provisions. **Nothing in this Agreement purports to affect any non-waivable statutory rights or remedies that apply to you.**

No waiver

Any waiver of our rights or remedies, or any part of them, must be in writing and signed by us. Any failure by us to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce that provision or any other provisions of this Agreement

Changes to this Agreement

We may modify this Agreement at any time. We will post modifications to these Terms of Service on this page. If a change materially modifies your rights or obligations, you may need to accept the modified terms to continue to use our Services. Material modifications will take effect when you accept the modified terms; immaterial modifications will take effect when published. By continuing to use our Services following any modification to these terms, our Privacy Policy or any Additional Terms, you are agreeing to the Agreement as modified.

Headings

In this Agreement, headings are for ease of reference only and do not affect interpretation

Governing law

This Agreement is governed by the laws of California and each party irrevocably agrees that the courts of California have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms or its subject matter or formation.

Effective 17 August 2018