



**GENERAL TERMS AND CONDITIONS
FOR USE OF THE BLUEINDY SERVICE**

Version 1.0 dated August 10, 2015

These General Terms and Conditions for Use (“GTCU”), with all schedules and attachments hereto, including the Rate Offer, together with the Membership Details, form the BlueIndy Contract (referred to collectively as the “Contract”) between the Member and BlueIndy, LLC (“BlueIndy”) and define the Member and BlueIndy’s respective rights and obligations.

BlueIndy generally permits BlueIndy Car Sharing Members, as further detailed and limited by the Contract, (a) the ability to reserve and use self-service electric automobiles supplied by BlueIndy (“BlueIndy Cars”), and (b) the ability to reserve a Charge Point and parking location for such cars. For EV Charging Membership holders, as further detailed and limited by the Contract, BlueIndy offers the ability to reserve a Charge Point and parking location for a Third-Party Electric Vehicles.

BY SELECTING AND CONFIRMING YOUR ACCEPTANCE AT THE BOTTOM OF THIS CONTRACT, THE MEMBER ACKNOWLEDGES HAVING READ, AND UNDERSTOOD, AND AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, PROVISIONS AND NOTICES CONTAINED HEREIN, ALONG WITH ALL ATTACHMENTS, INCLUDING THE RATE OFFER, AS WELL AS THE MEMBERSHIP DETAILS, JUST AS IF THE MEMBER HAD SIGNED THIS CONTRACT.

THESE TERMS AND CONDITIONS INCLUDE, AMONG OTHER IMPORTANT TERMS, LANGUAGE DETAILING PRICING, RULES FOR OPERATION AND ACCESS OF A BLUEINDY CAR, A DESCRIPTION OF THE LIMITED AUTO INSURANCE SUPPLIED, MEMBER’S DUTY TO COMPENSATE BLUEINDY FOR VARIOUS BREACHES AND OTHER BAD ACTS RELATING TO THIS CONTRACT, AUTOMATIC MEMBERSHIP RENEWAL, A DISCLAIMER OF WARRANTIES, LIMITATIONS UPON BLUEINDY’S LIABILITY, AN AGREEMENT TO ARBITRATE, AND A WAIVER OF CLASS AND COLLECTIVE ACTIONS.

IF YOU DO NOT ACCEPT ALL OF THE TERMS OF THIS CONTRACT, YOU MUST SELECT THE “DECLINE” BUTTON AND YOU MAY NOT UTILIZE BLUEINDY’S SERVICES.

If You have questions regarding this Contract, please contact us via the BlueIndy Website www.blue-indy.com.

SECTION 1. DEFINITIONS

"**Activation Date**" means either the Membership Date, or the date selected by the Member upon which date the BlueIndy Services are first eligible to be used by Member, which date may be no later than 30 days after the Membership Date.

"**Authorized Person**" means a person of at least 18 years of age who has the legal capacity to enter into a contract, and is otherwise not precluded by law from entering into this Contract.

"**Beneficiary**" is the person referred to by name in an offer whose Membership was purchased by another Authorized Person. A Beneficiary will become the holder of the 1-Year BlueIndy Car Sharing Membership once the Beneficiary enrolls in accordance with Section 5, Membership Process, and fulfills all of the terms stated in Section 4, Membership.

"**BlueIndy,**" "**Our**", "**We**" and "**Us**," each means BlueIndy, LLC, a limited liability company organized under the laws of the state of Indiana, with headquarters at 5505 W. 74th Street, Indianapolis, Indiana 46268.

"**BlueIndy Auto Insurance**" means the coverage provided by BlueIndy to Members as defined in Section 11.

"**BlueIndy Car**" means a car from the fleet of electric cars made available to Members by BlueIndy for use strictly according to this Contract.

"**BlueIndy Car Accessories**" refers to all of the equipment present in a BlueIndy Car which enables access to BlueIndy parking and the car's use, including key, GPS screen, BlueIndy Card reader, Onboard Documents, spare wheel and jack, snow brush, etc.

"**BlueIndy Card**" means the RFID card issued by BlueIndy to the Member at or after the conclusion of the Membership enrollment process.

"**BlueIndy Car Sharing Membership**" means a Membership to access and operate a BlueIndy Car as detailed and limited by the Contract.

"**BlueIndy Contract**" or "**Contract**" means collectively the General Terms and Conditions for Use, with all schedules and attachments hereto, including the Rate Offer, as well as the Membership Details.

"**BlueIndy Parking Spot**" means a parking spot equipped with a Charge Point at a BlueIndy Station.

"**BlueIndy Service**" means the self-service BlueIndy car sharing service available to a Member with a BlueIndy Car Sharing Membership, as well as the self-service pay-per-use Third-Party Vehicle charging service available to a Member who has taken out an EV Charging Membership.

"**BlueIndy Station**" means a pick-up, drop-off, BlueIndy Car recharging, and Third-Party Vehicle recharging site along the roadway for generally five (5) BlueIndy Parking Spots, as referenced on the BlueIndy Website. It is identified by signage, ground markings, Charge Points, a Reservation Kiosk, and at some stations, an Enrollment Kiosk.

"**BlueIndy Website**" means Our website in its standard or mobile version, accessible at www.blue-indy.com

"**BlueIndy Zone**" means the area including all of Marion County, Indiana and no more than 10 miles from the Marion County, Indiana border in all directions, for more details please consult the BlueIndy Website. The BlueIndy Zone may be changed from time to time at Our discretion, but in a manner consistent with Our then existing agreement with the City of Indianapolis.

"**Charge Point**" means the equipment installed at BlueIndy Stations or BlueIndy Parking Spots, for recharging a BlueIndy Car or a Third-Party Vehicle.

"Control Period" for BlueIndy Car Sharing Members means the period of time between when the Member disconnects a power cable from a Charge Point until the time when the Member reconnects the power cable to the BlueIndy Car at a BlueIndy Station. However, a Control Period may also terminate at the time of (a) an accident that prevents safe BlueIndy Car usage or, (b) a vehicular malfunction that terminates usage or renders usage unsafe.

For EV Charging Members the Control Period begins at the time of connection of a power cable from a Charge Point to your Third Party Vehicle, and concludes upon completion of the same EV Charge Point session by removing the power cable from your Third Party Vehicle.

"Customer Relations Center" means the BlueIndy information and help center, which generally operates 24 hours per day, 7 days per week, and which can be reached:

- by phone at the Customer Relations Center phone number listed on the BlueIndy Website, or
- from the Enrollment Kiosk, or
- from the Reservation Kiosk, or
- via the SOS Button found in the BlueIndy Car.

The Customer Relations Center is available to Members and non-Members for processing their requests for information with respect to the BlueIndy services (such as general information, Membership, account information, and claims).

"Customer Webpage" means the on-line account management space accessible by the Member from a page on the BlueIndy Website following log-in, from which the Member can manage personal information, access the BlueIndy Contract, statements and invoices, and any informational messages from BlueIndy.

"Donor" means the Authorized Person that purchases a BlueIndy Service for a Beneficiary.

"Enrollment Kiosk" means the kiosk enabling an Authorized Person to purchase a Membership for a BlueIndy Service. Kiosks are generally available 24 hours per day and include videoconferencing with the Customer Relations Center.

"EV" means an electric vehicle, restricted herein to electric 4-wheel automobiles.

"EV Charging Membership" means a Membership for the charging of a specified Third-Party EV.

"General Terms and Conditions for Use," or **"GTCU,"** means this document including all schedules and attachments.

"Member" is an Authorized Person who has subscribed to a BlueIndy Contract authorizing that person's use of the BlueIndy Service. If an Authorized Person purchases a BlueIndy Service as a Donor for a Beneficiary, then the Beneficiary in that scenario becomes the Member for purposes of that Contract, not the Donor, if and when the Beneficiary timely complies with the requirements necessary to acquire a Membership.

"Member Personal Property" means the objects and personal effects of the Member and persons transported in the BlueIndy Car during its use.

"Membership" means the state of being a Member, for the type of Membership selected by a Member and timely and fully paid for by a Member, as more fully described in Section 4 of these GTCU.

"Membership Date" means the first date at which each of the following has been accomplished: (a) the Member confirms the GTCU, the Membership Details, and the Rate Offer applicable to the Membership, (b) the Customer Relations Center confirms that BlueIndy has received all of the required documentation for Membership, and (c) the amount of the Membership Fee due to finalize enrollment has been paid.

"Membership Details" means the personal information of the Member, the type of Membership taken out by the Member, as well as the rate charges applicable to the Membership.

"Membership Fee" means the amount due for the type of Membership purchased, as detailed in the Rate Offer.

"Mobile Application" or "Mobile App" means an application developed by BlueIndy for installation on a mobile phone conforming to the requirements of such application, and allowing a Member to perform some of the same functions as on the BlueIndy Website, in particular reserving a BlueIndy Car or Parking Spot.

"Off-Roadway Station" means a BlueIndy Station located on privately owned property, within parking areas operated by persons or entities other than BlueIndy. The Member must observe the rules of use displayed in said parking area.

"Onboard Documents" means the applicable proof of car insurance, a copy of the registration, and instructional documents supplied to assist Member's understanding and operation of the BlueIndy Services.

"Rate Offer" means those charges applicable to the Membership listed in Attachment 2.

"Reservation Kiosk" means, in a BlueIndy Station, the kiosk that, according to the terms of the BlueIndy Contract, allows a Member to pick up a BlueIndy Car and initiate use thereof or to reserve a BlueIndy Car.

"Screen" means the screen located on the dashboard of the BlueIndy Car, which is used for GPS mapping, identifying routes to BlueIndy Stations or BlueIndy Parking Spots, access to the radio, and additional functions.

"SOS Button" means the blue call button located beneath the Screen. This button enables the Member to contact, from the BlueIndy Car, the Customer Service Center which provides assistance in the event of a breakdown or accident.

"Third-Party Vehicle" means an EV identified by its license plate, other than a BlueIndy Car, for which the Member has taken out an EV Charging Membership.

SECTION 2. NATURE OF THE CONTRACT

The BlueIndy Contract sets forth the terms and conditions for accessing and using any BlueIndy Service. All permitted use of the BlueIndy Service is subject to strict compliance with the BlueIndy Contract. This Contract, including the GTCU, Rate Offer, and Membership Details, constitutes the sole and entire Contract between BlueIndy and Member with respect to the BlueIndy Services and replaces any prior and contemporaneous understandings, contracts, representations and warranties, both written and oral, with respect to the subject matter. Member agrees that Member has not relied on any statement, representation, or warranty of BlueIndy or any of its employees or any other person acting on BlueIndy's behalf, except for those specifically set forth in the Contract.

2.A. Amendments.

For yearly BlueIndy Car Sharing and EV Charging Memberships, We have the right to modify the Contract, including pricing and penalties, upon Our provision of 30 days' notice to You prior to implementation of the changes. The notice to You will be effective either (a) when sent to You via any contact information that We have on file for You, or (b) when posted to your Customer Webpage.

If both (a) the changes are material, and (b) if You notify us, during the 30 day period following Our dispatch of notice to You, of Your intent to continue under the current terms of Your Contract during the Membership period in which the notice was first provided to You, then we will allow You to continue under Your current terms, until that Membership period concludes. However, if You notify us of Your election to continue under the current Contract, Your Contract will not auto-renew at the end of its term. In such case, if You wish to continue to utilize our services, You will have to re-enroll, and agree to the new Contract terms that we have in place at the time of Your re-enrollment. If You do not notify us during this 30 day period after Our provision of

notice to You via the mechanisms specified above, You will be deemed to have agreed to, and will be bound by, the new Contract terms.

For Monthly, Weekly, and Daily Memberships, we will not change Your terms during your Membership period.

No other amendment, deletion, or other change to this Contract is effective unless it is posted on the BlueIndy Website. Neither Customer Relations Center staff, nor Ambassadors, are authorized to amend a Contract.

2.B. Severability.

If any provision of this Contract conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Contract, which shall continue in full force and effect. If any provision of this Contract is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

SECTION 3. ELIGIBILITY

3.A. Generally.

All BlueIndy Memberships are restricted to Authorized Persons who:

1. maintain a valid and accepted credit card or debit card in the Member's name (Visa, MasterCard, American Express, or Discover) which card is not due to expire until at least 14 days following the conclusion of the Membership period for the Category and Duration of Membership purchased; and
2. by accepting this Contract, authorize BlueIndy's use of such payment card for payment to BlueIndy of any charges, fees, fines, or other amounts due to BlueIndy as specified in this Contract, and as subject to changes from time to time at BlueIndy's discretion; and
3. are not indebted to BlueIndy at the time of enrollment for any unpaid amount.

You authorize BlueIndy, at any time, to check Your credit and/or other data sources that identify any risk associated with provision of any BlueIndy Service to You. We may decline to provide BlueIndy Services to You, or cease providing BlueIndy services already underway, based upon the results of such checks.

3.B. BlueIndy Car Sharing Membership Driver's License Requirements

3.B.1. U.S. Licensed Members.

For BlueIndy Car Sharing Memberships, the Member must, at the time of enrollment, supply to BlueIndy proof, to BlueIndy's satisfaction, of Member's possession of a currently valid United States Driver's License sufficient to lawfully enable Member's access to and operation of a BlueIndy Car.

3.B.2. Acceptable Foreign License Proof.

For holders of a Driver's License issued by a foreign country signatory to either the 1943 regulation of inter-American automotive traffic or the 1949 Geneva Convention on road traffic, the Member must, at the time of enrollment, supply to BlueIndy proof, to BlueIndy's satisfaction, of Member's possession of a currently valid (a) Driver's License issued from Member's country of residence and/or (b) Member's International Driver's Permit, as well as (c) Member's passport, and (d) any other evidence or answers requested by BlueIndy to satisfy BlueIndy that Member may lawfully operate a BlueIndy Car throughout the Membership period. In all cases, Member must comply with all Indiana and local laws regulating the ability to lawfully operate a Motor Vehicle.

3.B.3. Driving Record Access and Changes.

Member further authorizes BlueIndy to request and review Member’s driving record at any time during the Membership or application process, and shall provide any authorization as may be requested to provide such driving record to us. Member also is required to immediately notify BlueIndy of any change in Member’s Driver’s License status, and no later than four (4) hours prior to Member’s planned access to or use of any BlueIndy Car. BlueIndy reserves the right to deny BlueIndy Car Sharing Memberships based on the content of Member’s driving record, including without limitation, arrests or charges relating to vehicle operation which have yet to be fully adjudicated. Holders of an expired, suspended, cancelled, or restricted license to the extent that the restriction prohibits use of a BlueIndy Car, or otherwise invalid license or those who present a statement of loss or theft of their Driver's License are ineligible for a BlueIndy Car Sharing Membership.

3.C. EV Charging Membership Vehicle Compatibility Requirement.

For EV Charging Memberships, the Member must, at the time of enrollment, supply to BlueIndy sufficient information for BlueIndy to determine if the Member’s designated Third Party Vehicle is compatible for use with our Charging Points in conjunction with Member’s EV Charging Membership.

SECTION 4. MEMBERSHIPS

4.A. BlueIndy Car Sharing Membership.

4.A.1. General Description.

This Membership enables a Member, during the term, to reserve and operate a BlueIndy Car within the BlueIndy Zone, subject to the further limitations in this Contract, in exchange for the timely and complete payments required by this Contract.

4.A.2. Duration.

Membership Type	Membership Duration
One Year	365 days, beginning on the Activation Date.
One Month	31 days, beginning on the Activation Date.
One Week	168 hours, beginning on the Activation Date.
One Day	24 hours, beginning on the Activation Date.

If Member does not select an Activation Date, the Duration of the Membership will commence immediately upon completion of enrollment on the Membership Date. However, for Members who enroll via the Website, the Duration of the Membership will commence when selected by BlueIndy after delivery of the badge (see Section 5.A.2.(12)).

If Member does select an Activation Date, the Membership Duration begins at midnight on the Activation Date unless the Member selects a specific time to start the Membership, in which case the Member’s selected start time will be on the Activation Date at the time selected by the Member. Activation Dates may be delayed, in BlueIndy’s discretion, until BlueIndy completes validation of documentation required, after which point the Activation Date and time will be selected by BlueIndy.

4.B. Third-Party Electric Vehicle Charging Membership.

4.B.1. General Description.

This Membership permits a Member, during the term, to charge at an available BlueIndy Station the Third-Party Vehicle identified by the Member at the time of purchase of the Member’s EV Charging Membership, subject to the limitations established in this Contract.

4.B.2. Duration.

The Membership duration is for 365 days, beginning on the Activation Date.

SECTION 5. MEMBERSHIP PROCESS

5.A. Membership Methods.

5.A.1. At Enrollment Kiosks.

5.A.1.a. Locations.

Enrollment Kiosks are located at certain BlueIndy Stations.

5.A.1.b. Kiosk Process.

A Membership is acquired interactively by videoconference.

(1) Preferred Language.

First, Member shall select Member's preferred language among the languages offered. Member will then be connected with a remote representative of BlueIndy.

(2) Membership Selection and Rate Offer Notification.

A BlueIndy representative will discuss with the Member the categories and durations of Memberships available, including the Rate Offer available at the time. The duration and price of the Membership will be displayed on the videoconference monitor along with the price per minute (BlueIndy Car Sharing Membership) or the price per hour (EV Charging Membership).

(3) Driver's License Verification.

To secure a BlueIndy Car Sharing Membership, the front and back of the Member's current and valid United States or National foreign License (and other documents that may be required by BlueIndy as denoted herein) must be presented on a dedicated scanning window of the Enrollment Kiosk. Scanning a Driver's License is not required for persons who wish to apply for an EV Charging Membership.

(4) Personal Information.

The Member must also supply the BlueIndy representative with the Member's current email address, phone number (cell phone preferred) and current mailing physical address.

(5) PIN Code.

For BlueIndy Car Sharing Memberships, the Member must next create and confirm a PIN code, which code will be required to access BlueIndy Cars. The PIN is unique to that Member and Member is not authorized to allow another person or entity to use PIN code or to transfer or to disclose the PIN to another person. The PIN must be kept secret, the Member should shield others from observing PIN entry, and the Member must not write the PIN on Member's BlueIndy Card.

If the Member fails to comply with this requirement, the consequences listed in Attachment 1 shall apply. In addition, Member is personally fully liable to pay all damage and loss, including without limitation, damage to or loss of value of the BlueIndy Car, damage to the property of Member and others, and for personal injury to Member or others, arising, in any part, from Member's failure to prevent another person from operating the BlueIndy Car, including, without limitation, by Member's failure to secure Member's BlueIndy Card and/or PIN number from use by any other person. In this scenario, Member is also personally fully liable for payment

to BlueIndy of all of the consequences, damages, and losses insured by the BlueIndy insurance provider and by BlueIndy itself.

(6) Confirmation.

A summary of all of the information collected will be displayed and the Member will be asked to confirm the accuracy of the Membership Details by confirming as prompted.

(7) Photograph.

The Member must then permit a photograph of Member's face to be taken for identification by BlueIndy representatives when Member seeks to access a BlueIndy Service.

(8) Acceptance of Contract.

Member shall next confirm acceptance of the Contract between Member and BlueIndy by reading the Contract by scrolling and then ultimately selecting to ACCEPT the Contract at the end of the scroll.

(9) Membership Fee Payment.

Member (or, if a Beneficiary, the Member's Donor) shall pay the applicable Membership Fee initial required payment.

(10) Authorization of Future Charges to Member's Credit or Debit Card.

Member shall authorize charges for future access and use, Attachment 1 penalties, and any other charges as listed in the BlueIndy Contract by introducing Member's credit card or debit card into the payment terminal.

(11) BlueIndy Card Issuance.

Once payment has been confirmed and the Member is enrolled, the Enrollment Kiosk will issue a BlueIndy Card for the Member. For yearly Memberships, the BlueIndy Card issued at the Enrollment Kiosk will be temporary and the Member will receive a permanent BlueIndy Card by mail within two weeks.

A BlueIndy Card is, and at all times remains the property of BlueIndy and it shall be surrendered to BlueIndy immediately upon Our request. The Member is not authorized to allow another person or entity to use Member's BlueIndy Card or to transfer the BlueIndy Card. If the Member fails to comply with this requirement, the additional fees found in Attachment 1 shall apply. Any damage caused to the BlueIndy Car or caused by the use thereof by another person or entity is the complete responsibility of the Member.

(12) Activation Date Selection.

A Member can either request immediate activation of the Membership or specify a date that is up to 30 days after the Membership Date. In the absence of a request, the Activation Date will be the Membership Date.

5.A.2. Via the BlueIndy Website.

Member will follow the same procedures as listed above for Enrollment Kiosk enrollment, except for the following differences:

(2) Membership Selection and Rate Offer.

Instead of a videoconference discussion regarding Memberships and rates, the Member will navigate through online prompts to select the Membership category and duration desired, and will similarly be shown the applicable Rate Offer.

(3) Driver's License Verification.

For BlueIndy Car Sharing Memberships, the Member must either (a) scan and upload Member's US or National Foreign Driver's License (front and back) and other documents required by BlueIndy, as denoted herein, or (b) subsequently scan the Driver's License at an Enrollment Kiosk. To verify the validity of Member's operation pursuant to a National foreign Driver's License, BlueIndy may also require provision of Member's Passport, International Driving Permit, and other documents.

(7) Photograph.

Member shall follow the instructions provided for submitting a photograph of the Member via the BlueIndy Website.

(10) Authorization of Future Charges to Member's Credit or Debit Card.

Member shall authorize charges for future access and use, Attachment 1 penalties, and any other charges as listed in the BlueIndy Contract by supplying Member's credit card or debit card information.

(11) BlueIndy Card Issuance.

Once payment has been confirmed and the Member is enrolled, Member will be notified that a BlueIndy Card can be retrieved at an Enrollment Kiosk. For yearly Memberships, a temporary BlueIndy Card can be issued immediately at the Enrollment Kiosk and the Member will receive a permanent BlueIndy Card by mail within two weeks.

(12) Activation Date.

The Activation Date will be between 3 and 15 days after the Membership Date. When the Member receives Member's BlueIndy Card, Member may access Member's Customer Webpage to view when their Membership will be activated.

5.A.3. Initiated on the BlueIndy Website and Completed at an Enrollment Kiosk.

Member will follow the same procedures as listed above for BlueIndy Website enrollment, except:

(3) Driver's License Verification.

At an Enrollment Kiosk, the front and back of the Member's current and valid United States or National foreign Driver's License (and supporting documents, as noted herein) must be presented on the dedicated scanning window. Scanning a Driver's License is not required for persons who wish to apply for an EV Charging Membership.

(4.5) Pre-Membership Code.

BlueIndy, after having confirmed the sufficiency of the submitted documents will send a pre-Membership code to the Member, who must go to an Enrollment Kiosk with the code within seven (7) days to finalize the Membership.

(8) Acceptance of Contract.

Member's Acceptance of the Contract shall occur at the Enrollment Kiosk by scrolling through, reading, and then ultimately selecting to ACCEPT the Contract at the end of the scroll.

(9) Membership Fee.

Member (or, if a Beneficiary, the Member's Donor) shall pay the applicable Membership Fee initial required payment. Member shall authorize charges for future use or other payments required by the BlueIndy Contract by entering Member's debit or credit card information either online, or at the Enrollment Kiosk, as permitted by BlueIndy.

5.A.4. Via Mobile Application.

Member shall follow the same procedures as listed above for BlueIndy Website enrollment, except by executing each step via the BlueIndy Mobile Application instead of via the traditional BlueIndy Website.

5.B. Purchasing a Membership for Someone Else.

A Donor electing to pay for a Membership on behalf of a Beneficiary must supply BlueIndy with the first and last name, address, telephone number, and email address of the Beneficiary. Once full payment of the Membership Fee for the duration of the Membership has been confirmed by BlueIndy, the Donor will be sent a receipt that will contain an enrollment code that must be supplied, by the Donor, to the designated Beneficiary. If the Beneficiary wishes to subscribe to a BlueIndy Contract, the Beneficiary must obtain all the necessary documentation required to acquire a Membership and enroll in accordance with the terms of Section 5. The Beneficiary must confirm acceptance of the Contract and enter the enrollment code previously provided by BlueIndy to the Donor. Car usage costs, as well as any other fees that are owed for use of the BlueIndy Service, are the responsibility of the Beneficiary. The enrollment code is valid for four (4) months from the payment date of the Contribution by the Donor. If the Beneficiary does not use the code in a timely fashion, no refund is due from BlueIndy to either the Donor or Beneficiary.

SECTION 6. PAYMENT

6.A. Generally.

Excluding scenarios in which a Donor has already paid for a Member's Membership, and solely to the extent of that Membership cost, Member agrees to pay, subject to any other obligations associated with the Service, all of the amounts listed below and covered by this Contract, specifically:

1. A Membership Fee for the selected Membership type;
2. The fees outlined in the Rate Offer for use of BlueIndy Cars or the Charge Points by a Third-Party EV;
3. Optional services used, if any, when offered and accepted by Member;
4. Tolls, fines, and traffic tickets;
5. Additional fees listed in Attachment 1;
6. Expenses incurred by BlueIndy (including banking or legal expenses) in recovering any amounts due from the Member; and
7. All applicable taxes.

The Member agrees to remain current with Member's payment obligations to BlueIndy at all times. This provision will survive the termination of this Contract. Neither a renewal nor any new Membership will be issued to a Member who is delinquent upon any amount owed to BlueIndy.

6.B. Payment Timing.

6.B.1. Memberships.

6.B.1.a. BlueIndy Car Sharing Memberships.

(1) 1-Year BlueIndy Car Sharing Membership.

(a) Purchased by Donors.

For 1-Year Memberships purchased by a Donor, the entire Membership fee is due at the time of enrollment.

(b) Purchased by Members.

For all other 1-Year Memberships, payments are due in 12 equal installments, with BlueIndy authorized to apply the first payment at the confirmation of enrollment, and authorized, thereafter, to apply the remaining installments in approximately one (1) month intervals.

(2) Monthly, Weekly, and Daily BlueIndy Car Sharing Memberships.

Payment of 1-Month, 1-Week, and 1-Day Membership fees, if any, are due, in full, at enrollment.

6.B.1.b. EV Charging Memberships.

For EV Charging Memberships, the entire Membership fee for one year is due in full at the time of enrollment.

6.B.2. BlueIndy Car Sharing and EV Charging Fees.

Member authorizes BlueIndy to apply charges to Member's supplied credit or debit card for such access to and use of the applicable BlueIndy Service at the end of each applicable Control Period consistent with the Rate Offer.

If Member fails to return the BlueIndy Car after a Membership has expired, BlueIndy's then current Rate Offer per minute pricing and terms for the type of Membership last utilized by the Member prior to expiration and all other obligations under this Contract shall remain in effect until the BlueIndy Car is returned.

6.B.3. Other Charges.

The additional fees described in Attachment 1 will be charged to Member's payment card. If Member's payment card maintains insufficient funds or credit limit to pay such charges, services may be suspended by BlueIndy until full payment is made. Upon the failure of Member's payment card to fully pay the amounts due, BlueIndy may send an invoice to Member. Payment is due immediately and BlueIndy may suspend provision of any BlueIndy Service until payment is received in full.

6.C. Late Payment Fee.

A monthly late payment fee will be assessed against Member for overdue amounts as provided for in Attachment 1.

6.D. Invoices Posted to Website.

Member shall regularly visit Member's Customer Webpage on the BlueIndy Website to read any new messages or information concerning Member's Membership or concerning access to the BlueIndy Service and to review Member's statements and invoices, if any.

6.E. Paper Statement or Invoice Delivery.

Member may request that a paper copy of Member's statement and/or invoice be sent to Member's designated US mailing address. Members will be charged an administration fee of five (5) dollars per statement or invoice delivered in this fashion.

6.F. Updating Contact and Payment Information.

6.F.1. Duty to Promptly Update Contact and Payment Card Information.

Member must immediately update Member's contact information and payment card information whenever such information changes. Notwithstanding the foregoing, if applicable law permits BlueIndy to automatically update the expiration date and any security codes without the Member's involvement, then Member hereby authorizes BlueIndy to obtain through lawful means the updated information and use the same to process amounts owed under this Contract.

6.F.2. Member Duties Upon Cancellation of Payment Card or Reduction in Credit Limit.

If at any point, during a Membership, or prior to the Activation Date of a Membership, a Member's credit or debit card is terminated or suspended, or Member's credit limit is reduced, Member must immediately notify the Customer Relations Center. BlueIndy may, at its discretion, immediately suspend access and use of the BlueIndy Services until Member supplies a payment card permissible under this Contract. Member will remain responsible for any amounts due associated with the Membership during any such suspension.

6.F.3. Member Duties if Payment Card is Due to Expire within 15 Days; BlueIndy rights.

If at any point, the Member's credit or debit card becomes due to expire before a Membership's expiration, the Member agrees, not later than 15 days prior to the expiration of said card, to either contact the Customer Relations Center or visit an Enrollment Kiosk to provide new credit or debit card information, or to update such information from the Customer Webpage. If BlueIndy discovers that Member's payment card has expired or will expire within 14 days of the conclusion of the applicable Membership, BlueIndy may suspend access to any BlueIndy Service until the situation is remedied by the Member. While access to the BlueIndy Service is suspended, the Member remains responsible for any amounts due associated with the Membership.

6.G. Security Deposit.

If an amount due from Member to BlueIndy is not timely paid, BlueIndy may, in addition to requiring full payment of all outstanding debts, as a pre-condition to re-activation of the Membership or purchase of any future Membership, require that the Member both (a) supply a new valid credit or debit card, and/or (b) require the Member to pay a security deposit at an amount in BlueIndy's discretion, to all amounts now owing, or may in the future be due, to BlueIndy by Member. If the requested security deposit is not made by the date requested by BlueIndy, the BlueIndy Contract shall terminate on that date and the Member may not claim any reimbursement associated with the termination of the BlueIndy Contract.

In the absence of outstanding payments due at the termination of the BlueIndy Contract, the security deposit will be dispatched by BlueIndy to Member within a maximum of thirty (30) business days after the end of the Membership. The security deposit bears no interest. The reimbursement shall take place by check mailed to the Member.

6.H. Advance on Consumption.

An advance on consumption may be charged to Member's payment card whenever the amounts owed for an ongoing usage exceed \$100. The Member shall be informed of this charge by text message and/or email. BlueIndy may in its sole discretion pre-authorize an amount that approximates the charges expected for future use. BlueIndy may suspend access to the BlueIndy Car if the Member refuses to pay the advance on consumption, if there are insufficient funds or credit limit on a payment card, or while BlueIndy is awaiting a payment.

6.I. Authorization to Use Card.

MEMBER AUTHORIZES BLUEINDY TO RESERVE CREDIT WITH, OR OBTAIN AN AUTHORIZATION FROM, THE MEMBER'S CREDIT CARD OR DEBIT CARD ISSUER AT THE TIME OF ENROLLMENT IN AN AMOUNT THAT MAY BE GREATER THAN THE ESTIMATED CHARGES. WE ARE NOT LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES WHICH YOU MAY INCUR, IN THE EVENT THAT YOU OVERDRAW YOUR ACCOUNT AFTER

ENROLLMENT. IF THE AUTHORIZATION OBTAINED AT ENROLLMENT EXCEEDS THE ACTUAL CHARGES INCURRED IN RELATION TO THIS CONTRACT, THERE MAY BE A DELAY BETWEEN THE TIME THAT THE CHARGES ARE RECEIVED BY YOUR CARD ISSUER AND THE TIME THAT THE CARD ISSUER RELEASES THE EXCESS. WE MAY AUDIT ALL CHARGES WE ASSESS AND IF ERRORS ARE FOUND, YOU WILL PAY THE CORRECTED CHARGES. YOU AUTHORIZE US TO CORRECT ALL CHARGES WITH THE CARD ISSUER.

SECTION 7. EFFECTIVE DATE AND DURATION OF THE BLUEINDY CONTRACT

7.A. Effective Date.

This BlueIndy Contract becomes binding upon Member and BlueIndy when both (a) the Member has completed all of the steps required in Section 5 (aside from retrieving Member's BlueIndy Card) including, without limitation, acceptance of the Contract, and (b) payment is received and accepted by BlueIndy in the amount required for the initial payment for the Membership selected. The Effective Date of the contract may be earlier than the Activation Date, if the Membership is not activated on the date of enrollment.

7.B. Duration.

The duration of the BlueIndy Contract is shown in the Membership Details accepted by the Member, consistent with the GTCU.

7.C. Automatic Renewal of the 1-Year BlueIndy Car Sharing Membership and the EV Charging Membership.

7.C.1. Automatic Renewal Absent 60-Day Notice.

A 1-Year BlueIndy Car or EV Charging Membership shall automatically renew for a period of one year (a "Renewal Term"), unless BlueIndy receives Member's notice of Member's intent not to renew at least sixty (60) days prior to the expiration of the then current Term or Renewal Term. BlueIndy 1-Month, 1-Week, and 1-Day Car Sharing Memberships are not renewed upon termination.

7.C.2. Presentation of Driver's License.

Whenever a BlueIndy Contract is renewed and the Member has confirmed that Member possesses a valid Driver's License, BlueIndy reserves the right, while the BlueIndy Contract is in effect, to require the Member to present their Driver's License and other materials required in 3.B. BlueIndy reserves the right to suspend the BlueIndy Service if Member fails to do so. Membership premiums shall continue to be charged during any such suspension.

SECTION 8. CANCELLATION AND SUSPENSION OF THE BLUEINDY CONTRACT

8.A. Cancellation by the Member Due to Relocating Residence Outside BlueIndy Zone.

Members holding a 1-Year BlueIndy Car Sharing Membership or an EV Charging Membership may cancel the BlueIndy Contract before it terminates only by sending a registered letter with an acknowledgment of receipt to BlueIndy including a signed, sworn, and dated statement that the Member will be moving from Member's residence within the BlueIndy Zone to a residence more than 20 miles outside the BlueIndy Zone within the next thirty (30) days or already has moved Member's residence from within the BlueIndy Zone to another residence more than 20 miles outside the BlueIndy Zone, and supplying documentary evidence of such move or impending move satisfactory to BlueIndy.

Cancellation of the applicable Membership will become effective 30 days after the above requirements have been complied with (the "Cancellation Date").

Until the Cancellation Date, the Member shall remain responsible to BlueIndy for any Membership payments due, unpaid Control Periods, and more generally for any amounts owed by virtue of the BlueIndy Contract. Subsequent to Cancellation, the Member shall remain responsible for any unpaid obligations due to or arising from Member's Membership and access and use during and after such Membership, including, without limitation, expenses and fees listed in Attachment 1.

8.B. Cancellation or Suspension by BlueIndy.

8.B.1. For Cause.

8.B.1.a. Upon Failure to Comply with Contract Obligations or Law.

If, at any time, Member fails, in BlueIndy's sole judgment, to fully comply with any obligation imposed upon Member by the Contract, or law applicable to Member's use of the BlueIndy Service, including, without limitation, obligations to (a) timely pay amounts due, (b) operate BlueIndy Cars within the BlueIndy Zone, (c) operate BlueIndy Cars safely, including while not unlawfully impaired, (d) maintain the cleanliness of the BlueIndy Car, (e) ensure that only Member operates a BlueIndy Car, and (f) ensure that only the designated Member Third Party Vehicle (for EV Charging Members) is connected to a charge at BlueIndy Station, BlueIndy may in its discretion immediately or at a later date suspend or terminate the Membership, and may in its discretion prohibit Member's future use of any BlueIndy Service.

8.B.1.b. Investigation of Loss or Damage.

BlueIndy may suspend any Membership during the period of time that it investigates, on its own or via its agents, the cause of any damage or loss to any BlueIndy Car or property, and may terminate such Membership if it determines that facts exist, or a dispute of fact exists, regarding whether Member caused, in whole or in part, such damage or loss.

8.B.1.c. Attachment 1.

BlueIndy may also suspend or cancel the BlueIndy Contract for reasons described in Attachment 1.

8.B.1.d. Refunds and Debts.

If BlueIndy suspends or terminates a Membership for Cause, BlueIndy shall not be responsible for the reimbursement of any amount to Member. Member shall remain responsible for unpaid Membership fees and other amounts for the remainder of the previously purchased Membership term, as well as outstanding amounts arising from any other obligation of Member imposed by the Contract.

8.B.2. Without Cause.

8.B.2.a. Generally.

BlueIndy may cancel or suspend any BlueIndy Service Contract, at any time, without cause.

8.B.2.b. Refunds and Debts.

In the event of such termination without cause, BlueIndy's sole and complete responsibility to Member shall be to refund to Member, within thirty (30) business days of the effective date of the termination, a pro-rata portion of any unutilized Membership purchased for which payment has been previously advanced, as well as any unused Security Deposit paid by Member.

SECTION 9. USE OF THE BLUEINDY SERVICES

9.A. BlueIndy Car Sharing Membership.

9.A.1. General Description.

As part of the BlueIndy Car Sharing Membership, a Member may:

9.A.1.a. Reserve a BlueIndy Car.

- At Reservation Kiosks at BlueIndy Stations
- By contacting the Customer Relations Center
- Via the BlueIndy Website
- Via the BlueIndy Mobile App

9.A.1.b. Reserve a BlueIndy Parking Spot.

- At Reservation Kiosks at BlueIndy Stations
- By contacting the Customer Relations Center
- Via the BlueIndy Website
- Via the BlueIndy Mobile App
- Via the Screen in the BlueIndy Car being utilized by Member

9.A.1.c. Retrieve a BlueIndy Car.

From Reservation Kiosks at BlueIndy Stations

9.A.1.d. Use a BlueIndy Car.

Subject to applicable Motor Vehicle laws, and to Member's obligations set forth in this Contract, the Member may operate a BlueIndy Car within the BlueIndy Zone at the applicable rates set forth in the Rate Offer.

9.A.1.e. Return a BlueIndy Car to a BlueIndy Station.

A BlueIndy Car may be returned only to a BlueIndy Station, but is not required to be returned to the BlueIndy Station from which it was originally picked up at the start of a trip.

9.A.2. Details of Use.

9.A.2.a. Reserving a BlueIndy Car and a BlueIndy Parking Spot.

(1) Car Reservations

After a BlueIndy Car has been reserved, the Member has 30 minutes to go to the selected BlueIndy Station and pick up the BlueIndy Car. After a BlueIndy Car reservation has been canceled or the BlueIndy Car has not been retrieved within the reservation period, the Member will not be permitted to make a new reservation for 10 minutes.

(2) Parking Spot Reservations

After a BlueIndy Parking Spot has been reserved, the Member has 90 minutes to park at the reserved Parking Spot. After this period has elapsed, the BlueIndy Car or Parking Spot will be released.

(3) Penalties

Members who fail to utilize either a Parking Spot or BlueIndy Car reservation will be charged as detailed in Attachment 1 unless Member notifies the Customer Relations Center of Member's delay and cancels the reservation before the reservation period has elapsed.

(4) Improperly Accessing Parking Spots Reserved by Others.

A Member who has not reserved a BlueIndy Parking Spot when returning and who returns the BlueIndy Car to a BlueIndy Parking Spot reserved by another Member, may be charged an additional fee by BlueIndy, the amount of which is shown in Attachment 1.

9.A.2.b. Use of the BlueIndy Reservation Kiosk Interface.

Once the Member has touched the screen in the Reservation Kiosk, Member will be asked to present Member's BlueIndy Card. After confirming the validity of the Membership, the Reservation Kiosk will offer the Member either (1) a BlueIndy Car in the same BlueIndy Station, or (2) a reservation in one of the nearest BlueIndy Stations if no BlueIndy Car is available in the same BlueIndy Station. Reservations may also be made by telephone by contacting the Customer Relations Center or from the BlueIndy Website or Mobile App.

If a BlueIndy Car is available at the BlueIndy Station, the Member will be asked to confirm that (1) the Member's Driver's License remains valid, and (2) Member is not suffering from fatigue and is not under the influence of alcohol, drugs, medications, or any other legal or illegal substance that may alter Member's faculties or ability to react. Upon completion, a message will invite the Member to use the designated BlueIndy Car.

9.A.2.c. Accessing the BlueIndy Car and Disconnecting the Power Cable.

After displaying the message inviting the Member to use the designated BlueIndy Car, the Reservation Kiosk will shut off electrical power from the Charge Point to the BlueIndy Car and the cover of the Charge Point will unlock to enable the Member to store the power cable.

The Member must then present the BlueIndy Card to the BlueIndy Card reader on the driver side window of the selected BlueIndy Car. If the BlueIndy Card is presented to the reader of a BlueIndy Car other than the one selected by the system, the reader will inform the Member of an identification error by means of a RED signal light.

The Member must then unlock the BlueIndy Car's charging cover and disconnect the power cable from the BlueIndy Car and store it in the housing provided at the Charge Point. Members alone should manipulate the power cable and should not let others, particularly children, handle the cable or Charge Point. In case of difficulty, Members can contact the Customer Relations Center via the Reservation Kiosk.

9.A.2.d. Initiation of Control Period / Relinquishment.

Disconnecting the power cable initiates the commencement of the timing of Your use of the BlueIndy Car for purposes of the calculation of charges due. . If after 10 minutes from the time of reservation commencement a reserved BlueIndy Car is not unplugged from a Charge Point, the BlueIndy Car will again become available to other Members.

9.A.2.e. Starting the BlueIndy Car.

The Member starts the BlueIndy Car using the ignition key found in said Car. The BlueIndy Car will only start if the power cable has been disconnected from the Car and correctly stored in the compartment of the Charge Point. When leaving the BlueIndy Station, an indicator will light up to show that the BlueIndy Parking Spot is again available for other Members.

9.A.2.f. Inspection When Picking up and Returning a BlueIndy Car.

The Member shall visually inspect the car upon accessing it. If the BlueIndy Car is damaged or dirty, the Member must inform the Customer Relations Center from the Reservation Kiosk, or from the BlueIndy Car. Failure to report damage or an unclean car prior to departure from a BlueIndy Parking Spot may result in a charge for car damage or uncleanliness to the last Member who returned the Car prior to BlueIndy's discovery of such damage or another Member's report of damage or uncleanliness of the same Car.

9.A.2.g. Procedure for Returning a BlueIndy Car.

The BlueIndy Car must be returned to a BlueIndy Charge Point. Upon returning a BlueIndy Car, the Member must:

- Close the windows,
- Put the car in neutral,
- Shut off the ignition,
- Remove the key from the ignition, and
- Apply the handbrake (by pulling the lever).

The Member must then plug the BlueIndy Car as follows:

- Place the BlueIndy Card on the Charge Point reader, which will release the cover allowing Member to access to the charging cable,
- Pull the charging cable and connect the plug to the BlueIndy Car's charging port,
- Close the charging cover of the BlueIndy Car,
- Lock the BlueIndy Car by placing the BlueIndy Card in front of the BlueIndy Card reader on the driver side window of the Car

When these steps are complete, a text message or email is sent to the Member to notify him/her that the transaction has ended. If the above procedure is not followed, the Member may be charged for continued usage, and if the BlueIndy Car remains at a BlueIndy Parking Spot, the Member will be charged an additional fee for improper return as shown in Attachment 1.

9.A.2.h. Plugging in to a non-BlueIndy Charge Point.

If a Member reconnects at a charging location other than a BlueIndy Charge Point, the accumulation of usage minutes will continue until the BlueIndy Car is returned and reconnected to a BlueIndy Charge Point.

9.A.2.i. Stopping.

During usage of a BlueIndy Car, the Member can lock the BlueIndy Car by placing the BlueIndy Card in front of the BlueIndy Card reader on the driver side window. When parking a BlueIndy Car, the Member must (1) close the windows, (2) put the car in neutral (3) shut off the ignition, (4) remove the key from the ignition and (5) apply the handbrake (by pulling the lever).

9.A.2.j. Unavailable BlueIndy Parking Spots (BLUE light).

An illuminated BLUE light on a BlueIndy Charge Point indicates that the adjacent Parking Spot is reserved. In no case may a Member park at a BlueIndy Parking Spot adjacent to a Charge Point that has already been reserved by another Member, unless the Member has a current valid reservation for a BlueIndy Parking Spot at the same BlueIndy Station. Penalties and fees for unauthorized parking in a reserved BlueIndy Parking Spot are listed in Attachment 1.

9.A.2.k. Unavailable BlueIndy Station.

If a BlueIndy Station at which the Member desires to return the BlueIndy Car does not have an available BlueIndy Parking Spot, or if a BlueIndy Parking Spot reservation was unsuccessful, the Member may contact the Customer Relations Center, which will indicate the nearest BlueIndy Stations with available BlueIndy Parking Spots for returning the BlueIndy Car.

If no BlueIndy Parking Spot is available at any of the 8 nearest BlueIndy Stations, the Customer Relations Center will either:

- (1) between 8 am and 8 pm, provide the location of a BlueIndy Station at which a BlueIndy agent will meet the Member to collect the BlueIndy Car. When arriving at the BlueIndy Station, the Member should park and shut off the BlueIndy Car. The BlueIndy agent, after the Member has reported any damage that may have occurred to the BlueIndy Car, will immediately terminate the Member's ability to access and operate the BlueIndy Car, which the Member will accept; or
- (2) authorize the Member to park the BlueIndy Car at a location outside of a BlueIndy Station, provided that parking at such location is lawful

9.A.2.l. Procedure for Returning to an Off-Roadway Station.

An Off-Roadway Station is a BlueIndy Station located off the public roadway, within parking areas operated by persons or entities other than BlueIndy. The Member must observe the rules of use displayed in such a parking area. Return of a BlueIndy Car may take place at such an Off-Roadway Station, in the manner detailed in subsection g above.

9.A.2.m. Return of Car when Charge is Low.

Member must return the BlueIndy Car to a BlueIndy Charge Point once the battery charge level is less than 20%. If the BlueIndy Car becomes immobilized due to a low battery charge or no battery charge, the additional fees found in Attachment 1 shall apply. If We identify a BlueIndy Car with a charge of less than 20% that is parked other than at a BlueIndy Station, We may retrieve the BlueIndy Car and return it to a BlueIndy station, at Member's cost and subject to the penalties in Attachment 1.

9.A.2.n. Assistance Procedure.

(1) Obtaining Assistance.

From the BlueIndy Car, the Member can push the SOS Button to contact the Customer Relations Center. The Customer Relations Center, in consultation with the Member, may initiate a diagnostic test of the condition of the BlueIndy Car or ask about the condition of the car's occupants.

(2) Intervention by the Customer Relations Center.

(a) Bodily Injury or Property Damage.

In the event of a bodily injury, the Member should call 911, and if not already done, and as applicable, the Customer Relations Center will contact an emergency responder (ambulance, fire department, police).

In the event of a material accident without bodily injury, the Member must, at the discretion of the Customer Relations Center, remain in the vicinity of the BlueIndy Car if it is safe to do so until the arrival of a repair service or tow truck dispatched by the Customer Relations Center.

If the BlueIndy Car can no longer be used safely, the Customer Relations Center may provide the Member with alternative transportation, which will take Member to the address given by the Member to the Customer Relations Center within a maximum distance of 20 miles from the disabled car.

(b) Vehicular Malfunction (Including Flat Tires).

If a vehicular malfunction occurs, upon its receipt of notice from You, the Customer Relations Center will send a repair service to the BlueIndy Car. The repair service will, upon collection of the car, assume responsibility for its care and remove or repair it.

The Member must remain near the BlueIndy Car until the arrival of the repair service or Our agent, if it is safe to do so. The Customer Relations Center may at its discretion authorize the Member to leave the BlueIndy Car if the BlueIndy Car has been parked safely, without impeding traffic.

The Customer Relations Center will provide the Member with alternative transportation, which will take Member to the address given by the Member to the Customer Relations Center within a maximum distance of 20 miles from the disabled car.

(c) Personal Property.

Neither BlueIndy, nor any Third Party owner of an Off-Roadway Station is responsible for loss or damage to Member's Personal Property or anyone else's personal property caused by Your or their acts or omissions, those of any third party or, to the extent permitted by law, BlueIndy's or the Third Party owner of an Off-Roadway Station's negligence. Member(s) waive any claim against BlueIndy, its agents, employees, parent companies, or affiliates, for loss of or damage to Member's Personal Property or anyone else's personal property, including, without limitation, any property left in any BlueIndy Car or brought into any BlueIndy Enrollment Kiosk or left at any BlueIndy Station, including Off-Roadway Stations, caused by Member(s), by any third party, or to the extent permitted by law, by BlueIndy's negligence whether in whole or in part. You agree to indemnify and hold BlueIndy and the Third Party owner of an Off-Roadway Station harmless from any claim against BlueIndy and/or that Third Party owner for loss of or damage to personal property arising from this Contract or the Services provided hereunder.

9.B. BlueIndy EV Charging Memberships.

As part of the BlueIndy EV Charging Membership, a Member may:

9.B.1. Charge at Permitted BlueIndy Charge Points.

Member may charge only Member's designated Third Party Vehicle, identified at the time of enrollment, at a permitted BlueIndy Charge Point at the rates described in Attachment 2. Charging another Third Party Vehicle may result in suspension or termination, and application of the charges in Attachment 1.

9.B.2. Reserve a Parking Spot.

BlueIndy EV Charging Members may reserve a BlueIndy Parking Spot for their designated Third-Party Vehicle in the same manner and subject to the duties outlined in those sections of 9.A.2. pertinent to parking.

9.B.3. Limitations.

BlueIndy may, at its discretion, from time to time, limit or prohibit use of certain BlueIndy Charge Points for EV Charging Membership purposes to ensure sufficient parking options for the BlueIndy Car service, in BlueIndy's complete discretion. BlueIndy's limitation or prohibition of use with respect to any or multiple BlueIndy Charge Points shall not entitle an EV Charging Member to a refund or other compensation.

9.B.4. Indianapolis International Airport Excluded.

BlueIndy Charge Points at Indianapolis International Airport are solely authorized for the parking of BlueIndy Cars. Third Party Vehicles parked at these Parking Spots will be towed at the Member's expense.

9.B.5. Parking Without Charging.

Parking at BlueIndy Charge Points, while not charging, is not permitted and will subject the Member's vehicle to towing as well as the additional penalty detailed in Attachment 1.

9.B.6. Charging Process.

To charge a Third-Party Vehicle, the Member must park at a BlueIndy Parking Spot and present the Member's BlueIndy Card to the Charge Point.

If the Membership is valid, and the Charge Point available or reserved for the Member, the cover of the Charge Point will open, enabling the Member to connect the Third-Party Vehicle.

9.B.7. Control Period for Billing Purposes.

The Control Period begins upon the connection of the Third-Party Vehicle to the Charge Point. To conclude the Control Period, the Member must present Member's BlueIndy Card at the Charge Point and return the cable into the Charge Point. For Member's information only, when these steps are complete, generally a text message or email is sent to the Member to notify Member that the transaction has ended.

9.B.8. Additional Fees after 24 hours.

The Member shall not occupy a BlueIndy Parking Spot to charge a Third-Party Vehicle for more than a continuous 24 hour period. Otherwise, the Member shall incur an additional fee as shown in Attachment 1.

9.B.9. Parking in Spots Reserved by Others.

The same rules that apply to BlueIndy Car Sharing Members with respect to Parking Spots reserved by other Members also apply to EV Charging Members. See section 9.A.2.j.

9.B.10. Authority to Tow.

BlueIndy reserves the right, for itself, or via any third party, to tow or otherwise remove any Third-Party Electric Vehicle, at the Member's expense, if the Third-Party Electric Vehicle remains parked in any authorized BlueIndy Parking spot for longer than 48 hours.

BlueIndy may authorize towing of any Third-Party Electric Vehicle from any non-authorized BlueIndy Parking Spot at any time, including without limitation Indianapolis International Airport spots, or Parking Spots reserved by another Member, without advance notice to Member.

BlueIndy may also move or remove, without advance notice to Member, a Third-Party Electric Vehicle from a BlueIndy Parking Spot if the vehicle, in BlueIndy's judgment or in the judgment of governmental authorities, poses a safety risk, interferes with use of the BlueIndy Services, or otherwise requires removal due to applicable law.

In circumstances in which towing is considered, BlueIndy may as a courtesy notify the Member of the Third-Party Electric Vehicle, however, BlueIndy shall not be obliged to await Member's removal of the vehicle if, in the judgment of BlueIndy staff, circumstances require prompter removal. However, BlueIndy has no obligation to notify a Member of the need to tow, or of the actual towing, of Member's vehicle.

SECTION 10. OBLIGATIONS OF MEMBERS

In addition to the obligations set forth throughout this Contract, Member responsibilities include the following:

10.A. Member is the Sole Authorized Driver.

A BlueIndy Car is only permitted to be operated by a Member. The Member agrees not to allow any other person to drive the BlueIndy Car even if that person is also a Member.

10.B. Ability to Drive.

Whenever using a BlueIndy Car, Member shall not be suffering from excess fatigue, nor be under the influence of alcohol, drugs, medication, or any other legal or illegal substance that might alter Member's faculties to the point of rendering Member impaired in Member's ability to safely operate the BlueIndy Car. Failure to comply may result in the Member's loss of benefits of the BlueIndy Auto Insurance, Membership cancellation and other penalties and remedies. The Member must affirm their compliance with this requirement at the Reservation Kiosk prior to using a BlueIndy Car.

10.C. Verification of Accessories, Documents, Cleanliness, and Car Damage.

Member, when accessing the BlueIndy Car, is required to verify the presence of the BlueIndy Car's Accessories and Onboard Documentation. If any of these are missing, or, if the prior user left the Car unclean or damaged, Member must immediately notify the Customer Relations Center by using the SOS Button.

10.D. Weight Limit.

Overloading a BlueIndy Car with persons and/or objects that results in exceeding the authorized gross vehicle weight is prohibited. The BlueIndy Car is only designed to support up to (a) 4 people, including the driver, and (b) not exceed 750 pounds of total weight from occupants and cargo and may not function safely or properly if overloaded. It is Member's responsibility not to overload the car with passengers and/or cargo.

10.E. No Smoking, Eating, or Drinking. Car Cleanliness.

Smoking, eating and drinking are prohibited within a BlueIndy Car, or any activity that would cause the Car's interior to become soiled, wet, smelly or otherwise uncomfortable for the next user. These restrictions apply to the driver as well as to any passengers. It is the responsibility of Member to remove any trash when returning a BlueIndy Car and otherwise leave car in acceptably clean state for the next user.

10.F. Seat Belts and Child Seats.

Member must use seat belts, cause any passengers to use seat belts, and, if transporting children or infants, supply, properly install and utilize appropriate car seats (to the extent and in the manner required by law). A Member who utilizes Member's child seat is fully and solely responsible for the lawful and safe installation and usage of the seat and for verifying that such use is lawful in the manner utilized. No child seat is permitted to be utilized in the front seat of a BlueIndy Car.

10.G. Driving Area Restrictions

BlueIndy Cars are not authorized to be driven outside the BlueIndy Zone. If a BlueIndy Car leaves the BlueIndy Zone, a call will be placed to the Member in the BlueIndy Car by the Customer Relations Center with instructions to immediately return the car into the BlueIndy Zone. Removal of the BlueIndy Car from the BlueIndy Zone will result in the additional fees found in Attachment 1.

10.H. Driver's license/ Identification.

Whenever accessing or using a BlueIndy Service, Member shall carry a then valid United States or National foreign Driver's License (and other required documents, as noted herein), sufficient to lawfully permit Member's operation of the BlueIndy Car where, when, and in the manner used by Member. We, including, without limitation Our Ambassadors, reserve the right to require Your presentation of a valid ID and Membership Card to verify that You are in fact the Member whose BlueIndy Card has been used to access a BlueIndy Car.

10.I. Driving Laws.

Member must always operate the BlueIndy Car responsibly, in accordance with the terms stipulated in this Contract, and while fully complying with all applicable laws, including speed limits, laws pertaining to distracted driving, and laws prohibiting operating a Motor Vehicle while intoxicated or impaired.

10.J. Security of BlueIndy Cars.

Member must ensure that the BlueIndy Car remains locked, secure and parked in a safe location when it is not being driven, with all windows fully shut and the trunk closed, and while driving, must use all of the security features of the BlueIndy Car. Member must at all times maintain possession and control of Member's BlueIndy Card.

10.K. No Advertising.

All direct or indirect forms of advertising on BlueIndy Cars as well as any advertising in BlueIndy Cars are prohibited unless previously explicitly authorized in writing by BlueIndy. Advertising shall mean any shape or image intended to inform the public or attract their attention, whether commercial, informational (private or commercial), cultural, or political.

10.L. Miscellaneous Prohibitions.

Member may not use the BlueIndy Car or allow anyone to use it:

1. to learn how to drive or to train another to drive;
2. to transport animals (excluding service animals necessary to accommodate a disability);
3. to transport passengers or goods for a fee;
4. to act as a courier;
5. for a sublease whether free or for a fee;
6. to allow it to be pushed or pulled for any reason whatsoever;
7. to tow or push any vehicle, trailer, or any other object;
8. outside normally maintained paved roadways or roadways suitable for the BlueIndy Car;
9. whenever the BlueIndy Car is overloaded
10. whenever items lawfully transported are not properly attached;
11. to attach any items on the outside of the BlueIndy Car;
12. to transport objects or substances (not limited to hazardous, flammable, corrosive, toxic, explosive, ionizing, or combustible materials) that, due to their nature or odor, may damage the BlueIndy Car and/or delay the ability to make the BlueIndy Car available again;
13. to participate in automobile races, rallies, trials, or any other competitive event;
14. in violation of traffic laws or other regulations;
15. for any illegal purpose, including the illegal conveyance of persons, drugs or contraband, or weapons;
16. to destroy, damage, or aid in the theft of the BlueIndy Car;
17. if the BlueIndy car has been obtained by fraud or misrepresentation;
18. if Member is in violation of any of the terms in this Contract.

10.M. Responsibilities in the Event of an Accident.

In case of an accident, the Member shall:

1. secure the BlueIndy Car and immediately call 911 or otherwise inform the police and emergency services of any potential injuries to Member or anyone else involved;
2. immediately contact the Customer Relations Center and provide the exact circumstances of the accident, its known or presumed causes, and, when applicable and possible, the names and addresses of the persons involved and any witnesses;
3. assist BlueIndy's insurer, Legal Director, Customer Relations Center, and counsel assigned by the insurer to investigate, defend or prosecute Your claim, if any, and supply accurate and precise information; and
4. cooperate with BlueIndy at all stages of any investigation, litigation or claim that may result.

10.N. Responsibilities of BlueIndy Car Care.

Excluding ordinary wear and tear, Member must return the BlueIndy Car to us in the same condition as when Member received it.

10.O. Servicing and Repair Prohibited.

Member may not disassemble, service, or repair, any BlueIndy Car.

10.P. Indemnity/ Hold Harmless.

If the Member fails to comply with the obligations listed in this Contract, if Member ever misrepresents or conceals Member's ability to legally operate a Motor Vehicle, including, without limitation, Member's intoxication at any time, including, without limitation, at the time of Membership enrollment or when reserving a BlueIndy Car for a particular trip, Member shall fully indemnify and hold harmless BlueIndy and compensate it for all losses, damages and interest, including reasonable attorney's fees and expenses, incurred by BlueIndy arising, in whole or in part, from such failures.

SECTION 11. DAMAGE, THEFT, ACCIDENTS AND INSURANCE

11.A. Legally Required Auto Liability Insurance Supplied.

When reserving and using a BlueIndy Car, a Member in full Compliance with this Contract is granted the insurance coverage generally set forth herein, subject to applicable exceptions, and specific terms and conditions of the actual policy providing coverage ("Provided Coverage").

With respect to insurance coverage supplied, BlueIndy solely represents that, at all times during Member's Membership, BlueIndy shall maintain coverage with Member as a covered party, to the extent that Member complies with Member's obligations under this Contract and the policy, which Coverage satisfies the State of Indiana's minimum liability limits for the lawful operation of a Motor Vehicle.

As further detailed and limited by the policy itself, this coverage generally provides coverage in the Indiana minimum limits, currently, of \$50,000 per accident for bodily injury liability (with a sublimit of \$25,000 per injured person) and \$10,000 for property damage liability. The policy also provides for \$25,000 for bodily injury coverage in an accident with an uninsured motorist with a maximum of \$50,000 per accident, and \$50,000 in bodily injury coverage in an accident with an underinsured motorist, with a \$100,000 maximum for each such accident. We reserve the right, at any time, to modify Our coverage offerings or to change Our insurer as long as those coverage offerings continue to comply with the State of Indiana's minimum auto liability limits.

11.B. Member Payable Deductible

If, during Your Control Period with a BlueIndy Car, the BlueIndy Car becomes damaged or is lost You will be responsible for payment of the deductible amount listed in Attachment 1. Your Membership will be suspended until such payment is made.

11.C. Limitations of Coverage.

The Provided Coverage, including its limits, deductibles, and exceptions, **MAY NOT FULLY COVER MEMBER'S LIABILITY** for harm or damage to the BlueIndy Car, to the Member, other persons, or any property of third parties. Additionally, even if Member was not at fault with respect to any harm or damage arising from Member's operation of the BlueIndy Car or other acts or omissions pursuant to this contract, such **PROVIDED COVERAGE MAY NOT FULLY COVER MEMBER'S OWN, OR OTHERS, BODILY INJURY, MEDICAL EXPENSES, PROPERTY DAMAGE, OR OTHER HARM OR DAMAGE.**

BlueIndy is not required to and does not guarantee the provision of any additional insurance coverage beyond the State of Indiana's minimum auto insurance liability limits, including, without limitation, personal insurance protection, supplementary no fault, or any other coverage not expressly set forth herein.

Among other things, the Provided Insurance does not cover: (i) intentional or willful conduct; (ii) damage to merchandise or objects transported by the BlueIndy Car; (iii) repair of damages caused by the perpetrators or accomplices of the theft of a BlueIndy Car; and (iv) incidents arising from Your acts in violation of this Contract.

The Provided Coverage shall be considered excess to all other applicable insurance maintained by Member, including without limitation coverage under a personal auto policy.

11.D. Waiver of Claims Beyond Limited Insurance Coverage Provided.

YOU AGREE TO INDEMNIFY AND HOLD BLUEINDY, ITS AGENTS, EMPLOYEES, PARENT COMPANIES, INSURERS, AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, ATTORNEYS' FEES AND EXPENSE OF ANY KIND (A "LOSS") IN EXCESS OF THE LIMITS STATED HEREIN OR BEYOND THE SCOPE OF THE PROTECTION PROVIDED FOR HEREIN, IF ANY, ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU, ANY AUTHORIZED OPERATOR OR ANY OTHER OPERATOR(S) WITH YOUR, HIS OR HER PERMISSION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES INCURRED BY BLUEINDY TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, UNLESS SUCH LOSS IS DUE TO BLUEINDY'S SOLE NEGLIGENCE.

11.E. Damage or Theft of Car.

YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE BLUEINDY CAR DURING YOUR CONTROL PERIOD AND RESULTING FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO COLLISION, ROLLOVER, THEFT, VANDALISM, SEIZURE, FIRE, FLOOD, HAIL OR OTHER ACTS OF NATURE OR GOD, REGARDLESS OF FAULT.

UNDER INDIANA LAW, YOU WILL BE RESPONSIBLE FOR NO MORE THAN (1) LOSS OR DAMAGE TO THE BLUEINDY CAR UP TO ITS FAIR MARKET VALUE RESULTING FROM COLLISION, THEFT OR VANDALISM, (2) LOSS OF OUR USE OF THE BLUEINDY CAR, IF YOU ARE LIABLE FOR DAMAGE, (3) ACTUAL CHARGES FOR TOWING, STORAGE AND IMPOUND FEES PAID BY US, IF YOU ARE LIABLE FOR DAMAGE, AND (4) AN ADMINISTRATIVE CHARGE.

11.F. Procedure for Accidents, Theft, Vandalism or Other Damage.

In the case of the accident, theft, vandalism, or other damage or loss of a BlueIndy Car, or damage or loss to property or persons that occurs by virtue of the operation of the BlueIndy Car, that occurs during a Member's

Control Period, the Member must immediately notify the Customer Relations Center and fully cooperate with any requests for information or assistance from the Customer Relations Center and BlueIndy, as well as notifying local police. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurance whenever possible. If You receive any papers relating to such an incident, You must give those papers promptly to BlueIndy. You must fully cooperate with BlueIndy's investigation and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION and constitutes a breach of this Contract. You authorize BlueIndy to obtain any records or information relating to any incident, irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which the incident occurs, and waive any right to object to such jurisdiction.

11.G. Power of Attorney.

You grant BlueIndy a limited power of attorney to present claims for damage to or loss of the BlueIndy Car to Your insurance carrier, if any, or to any other applicable third party.

SECTION 12. TOLLS, VIOLATIONS, TICKETS, INFRACTIONS

The Member is required to pay any tolls, tickets, violations, and infractions for which Member is legally responsible. Member accepts responsibility for the consequences of any violation of traffic and parking laws and regulations, and any other law or regulation in effect with respect to the BlueIndy Car during the Control Period.

BlueIndy, once notified of a violation of traffic laws by the Member, may inform the competent authorities of the identity of the Member who has committed the infraction.

BlueIndy shall bill the Member the amount shown in Attachment 1 per ticket or other invoice received to cover administrative costs and overhead.

SECTION 13. BLUEINDY'S RESPONSIBILITY

13.A. BlueIndy Duties.

For BlueIndy Car Sharing Members, BlueIndy agrees to generally supply access to and use of the services detailed in this Contract as limited by this Contract, including a BlueIndy Car, BlueIndy Car Accessories, Onboard Documents, Reservation and Enrollment Kiosks, the Customer Relations Center and Charge Points.

For BlueIndy EV Charging Members, BlueIndy agrees to generally supply access to the EV Charging Member services detailed in this Contract, to the extent limited by this Contract, including access to certain BlueIndy Charge Points.

13.B. 100% Availability Cannot Be Guaranteed.

Due to extreme weather conditions, the right of government authorities to prevent Motor Vehicle travel for certain periods in certain locations, car or system maintenance or temporary malfunction, and for other reasons, We cannot and do not guarantee 100% availability of any BlueIndy Station or the Services generally at all times.

13.C. Suspension of Service.

If, for any reason, a BlueIndy Service is completely unavailable for a period of more than 5 days, yearly and monthly BlueIndy Member's sole remedy shall be BlueIndy's extension of the applicable Membership for an equivalent number of days that the BlueIndy Service was unavailable. For daily and weekly members if the BlueIndy Service which is the subject of the Membership is completely unavailable for more than 50% of the Membership time period, Member's sole remedy shall be BlueIndy's refund of the Membership price.

13.D. No liability for Misuse by Third Parties.

Because the BlueIndy Service is a self-service operation, BlueIndy is not responsible to the Member if a BlueIndy Car is unavailable at any particular location, or if, in the event of an occurrence outside of the control of BlueIndy, such as the parking or standing by an unauthorized person in the BlueIndy Parking Spot at the time reserved, BlueIndy is incapable of honoring the reservation of a Parking Spot for an incoming vehicle or the reservation of a BlueIndy Car when departing, or providing any other BlueIndy Service.

13.E. BlueIndy's Limitation of Liability.

BLUEINDY SHALL NOT BE LIABLE TO MEMBER OR ANY OTHER PARTY OR THIRD PARTY, OR BE HELD RESPONSIBLE FOR, AND BLUEINDY HEREBY DISCLAIMS ALL ECONOMIC, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE AND EXEMPLARY DAMAGES, AND LOST PROFITS, ALL REGARDLESS OF WHETHER FORESEEABLE OR UNFORESEEABLE, WHETHER CLAIMED UNDER CONTRACT, TORT BREACH, FAILURE OF WARRANTY OR ANY OTHER LEGAL THEORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF BLUEINDY FOR ALL CLAIMS UNDER THIS CONTRACT SHALL NOT EXCEED THE FEES RECEIVED BY BLUEINDY FROM MEMBER UNDER THIS CONTRACT IN THE PRECEDING TWELVE (12) MONTHS OR IF THERE IS NOT TWELVE (12) MONTHS OF HISTORY OF THIS CONTRACT, THEN \$5,000.

13.F. Disclaimer of Warranties.

BLUEINDY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE BLUEINDY CAR IS FIT FOR ANY PARTICULAR PURPOSE.

13.G. Service Interruptions.

The GPS unit of the BlueIndy Car, access to navigation and reservation functions, and calls to the BlueIndy Customer Relations Center from the BlueIndy Car may be disrupted or rendered temporarily unavailable from time to time, including, without limitation, in the circumstances described below:

1. improper use or malfunction of the Internet network;
2. computer virus sent over the Internet network;
3. interruption of services accessible from the Internet network;
4. disturbance and/or complete or partial unavailability of the GSM/GPRS/3G/4G networks;
5. inability to provide service because the communications module present in the BlueIndy Car is located in a geographic area not covered by the GSM/GPRS/3G/4G network or in a shadow region within a covered geographic area;
6. disturbances caused by maintenance work, reinforcement, upgrading, or extension of GSM/GPRS/3G/4G network facilities by the telecommunications operator(s) used by BlueIndy;
7. contingencies associated with the propagation of radio waves, termination of any operating licenses of the telecommunications operator used by BlueIndy as determined by a public agency or the result of unforeseen circumstances;
8. transmission of radio-frequency signals affected by the constraints or limitations of the technical standards imposed upon radiotelephony operators by the regulatory authorities or competent standardizing bodies;
9. inability to provide the BlueIndy Service as a result of the failure or poor operation of GPS satellites or an electrical outage;
10. geolocation failure attributed to a degradation of the GSM/GPRS/3G/4G signal or of the GPS signal due primarily to cloud coverage or tree canopies;
11. Acts of God (Force Majeure).

BlueIndy is not responsible for damages or costs arising from any such outages of the GPS unit, access to navigation and reservation functions, or access to the Customer Relations Center, nor any refund or credit toward services purchased by the Member.

SECTION 14. PERSONAL DATA; PRIVACY

Car and Positioning Data.

BlueIndy Cars, Charge Points, and Kiosks include technology that enables us to effectively service BlueIndy Car Sharing Memberships. Included within such technology is Global Positioning Service (GPS) technology which allows us to identify the location of BlueIndy Cars. You authorize Our use of the technology included in the BlueIndy Car, including to track the location of the BlueIndy Car, to monitor the operation of the car, including its speed, and to disable the BlueIndy Car and to assist in the repossession of the BlueIndy Car.

You agree and allow to permit Us, including Our parent and affiliated companies and us and their subcontractors, some of whom may be located outside of the United States, including, without limitation, in France to retain and utilize the data created by these systems for Our business purposes, including, without limitation, the following, all of which You authorize:

1. to enable You to contact Our Customer Relations Center at the push of a button;
2. to supply navigational guidance to You, as requested or as needed;
3. to monitor to ensure Your operation only within the BlueIndy Zone;
4. to inform Our decision making with respect to the positioning and availability of BlueIndy Cars and future BlueIndy Stations;
5. to assist in emergency circumstances and other circumstances with government, including, without limitation, to assist emergency, fire, and law enforcement personnel;
6. to personalize service offerings to You, including offerings of third parties, and to conduct other business with You;
7. to prepare accurate statements and invoices;
8. to transmit information to Our Customer Relations Center about the BlueIndy Car's status, including, without limitation, battery power level and other Car statistics;
9. to assist our, Our insurer, and law enforcement's investigation of suspected violations of law, accidents, thefts, vandalism, and other damage or loss incidents;
10. generally to protect Our business; and
11. to create reports, statistics, usage patterns, membership numbers and statistics, including demographic data, etc., related to the BlueIndy Service which We may share with others or resell, without however sharing the personal information of Our Members;
12. To comply with applicable laws and with Our contract with the City of Indianapolis.

BlueIndy is assisted in its operations by other third party companies and other companies within the Bolloré Group, including companies that may be located outside of the United States, including France. Data from the technology collected by technology within or operating in conjunction with the BlueIndy Car, Charge Points, Kiosks, Website, and Application, are exchanged with these companies to assist us in fulfilling Our services. Billing and other services may be managed by a subcontracted third party company who is also supplied the data We deem prudent to allow such provider to assist in the fulfillment of services, or to otherwise exercise Our rights or comply with Our obligations in relation to this Contract.

Attachment 3 sets forth BlueIndy's privacy practices and the possible uses of the information that it gathers. Our Privacy Statement is subject to change, from time to time, at Our discretion.

SECTION 15. GOVERNING LAW/ ARBITRATION/ CLASS WAIVER/ STATUTE OF LIMITATION

15.A. Governing Law.

This Contract, and any legal suit, arbitration, action, or proceeding arising out of or related to this Contract, Your inducement to enter this Contract, the Services provided or to be provided and, generally, any act or

omission involving You and Us, will be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Your residence or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Indiana or to any rule of construction that allows or directs that ambiguities be construed against the drafter of a contract.

15.B. AGREEMENT TO ARBITRATE.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, THE ADVERTISING OF OUR SERVICES, YOUR INDUCEMENT TO ENTER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO CLAIMS OF OR RELATING TO DECEPTIVE OR UNFAIR TRADE PRACTICES, MISREPRESENTATION, OR FALSE ADVERTISING, THE CONTRACT'S TERMINATION, OR THE VALIDITY OR BREACH THEREOF, WILL BE SETTLED BY ARBITRATION IN MARION COUNTY, INDIANA, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER AAA'S COMMERCIAL ARBITRATION RULES, EXCEPT THAT, INSTEAD OF ARBITRATION, (A) YOU MAY ASSERT A CLAIM IN SMALL CLAIMS COURT IN MARION COUNTY, INDIANA IF YOUR CLAIMS QUALIFY FOR JURISDICTION IN SUCH COURTS; AND (B) WE MAY ONLY BRING CLAIMS AGAINST YOU BASED ON OUR CONTRACT IN THE INDIANA COUNTY OF YOUR RESIDENCE, IF YOU ARE AN INDIANA RESIDENT. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE TRIBUNAL WILL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THE AGREEMENT TO ARBITRATE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU AGREE THAT YOU ARE VOLUNTARILY AND KNOWINGLY WAIVING ANY RIGHT THAT YOU MAY HAVE TO GO TO COURT OR TO HAVE A JURY TRIAL.

15.B.1. Financial Hardship.

If You can demonstrate to Us that the cost of arbitration imposes a genuine financial hardship on You to such a degree that Your ability to bring a claim in Arbitration is impacted, We may elect to reimburse You for all or some of the following: (a) that portion of Your initial filing fee for Arbitration that is greater than the filing fee for a civil action in Marion County Superior Court and/or (b) the cost of the arbitrator.

15.B.2. Arbitration Alternative/ Opt-Out.

You have the right to opt out of this Mandatory Arbitration provision, which would enable You to litigate disputes in a court before a judge, if You deliver to Us, within thirty (30) days of the Effective Date of this Contract, an explicit instruction to opt out, hand signed and dated by You, via certified mail, return receipt requested, addressed to BlueIndy Legal Department, 5505 West 74th Street, Indianapolis, IN 46268. If We do not receive Your written notice within this time period, Your right to opt out will terminate and the provisions of this section will apply. If You exercise the opt-out option, You may commence any Action of any kind whatsoever arising from or related to this Contract or its inducement, only in the Small Claims, or Superior Courts sitting in Marion County, Indiana, or the Federal Courts of the Southern District of Indiana, sitting in Indianapolis, Indiana, and any appellate court therefrom. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, RATHER THAN IN ARBITRATION, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

15.C. CLASS ACTION/ COLLECTIVE ACTION WAIVER.

NEITHER YOU NOR WE MAY SERVE AS A REPRESENTATIVE, A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER, INCLUDING OUR PARENTS AND AFFILIATES, ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, MASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE

ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, CONSOLIDATED, MASS OR REPRESENTATIVE PROCEEDING.

15.D. Attorney's Fees.

We agree that We will not be entitled to Our attorney's fees or expenses incurred to defend a claim, unless:

1. You do not opt out as permitted in this section, and You nonetheless initiate a claim against Us or any of Our Affiliates in any court other than Small Claims Court in Marion County, Indiana, or in an arbitration venue other than as agreed in this Contract, and We choose to remove the claim to the proper venue; or
2. Your claim is found to be frivolous by an arbitrator or judge.

15.E. Statute of Limitation.

In any claim against Us, You must file for Arbitration for damages relating to or arising directly or indirectly from this Contract, or Your inducement to enter it, no later than 2 years after any portion of Your claim has accrued. You hereby waive the right to file an action for any loss, damage or liability related to or arising directly or indirectly from this Contract under any state or federal statute of limitations that may be longer.

SECTION 16. COMMUNICATION OF THE GENERAL TERMS AND CONDITIONS FOR USE TO MEMBERS

The Contract is submitted to the Member for express acceptance during the Membership process. Members can read these terms and conditions before subscribing on the BlueIndy Website at www.blue-indy.com or at BlueIndy Enrollment Kiosks.

**ATTACHMENT 1
ADDITIONAL FEES – SANCTIONS**

For certain violations, acts or omissions or other failures to comply with the terms of the BlueIndy Contract, in addition to BlueIndy’s right to terminate and/or suspend Member’s Membership, and the other remedies detailed in this Contract, the following Additional Fees and sanctions may be levied against the Member by BlueIndy at its discretion. These sanctions and Additional Fees are non-exclusive, and shall be in addition to such other remedies as may be available to BlueIndy under this Contract, at law, and in equity.

In addition, BlueIndy may, at any time, determine that in addition to cancellation of a current Membership, Member’s future use of any BlueIndy services may be barred for a duration at BlueIndy’s discretion.

During Membership suspension and following Membership termination by BlueIndy due to Member’s misconduct or omission, Member shall continue to be liable for Membership charges and other fees applicable through the conclusion of the current Membership period, including any renewal period.

Behavior Type	Applicable Penalty and/or Fee
Two accidents during a Membership, for which the Member is partly or fully responsible.	Cancellation of Membership.
Willful damage of BlueIndy equipment or BlueIndy Cars, use of a BlueIndy Car for a purpose other than that provided for in the present GTCU.	Cancellation of Membership.
Invalid Driver’s License.	Suspension of Membership until Member supplies valid license.
Material omission or inaccuracy in information provided by the Member during enrollment period, license verification, investigation of an accident, or at any other point.	Cancellation of Membership.
Failure to cooperate with BlueIndy requests for information or assistance or failure to respond to repeated requests for information from BlueIndy.	Suspension or Cancellation at BlueIndy’s discretion.
Threats, insults, violence, or profanity , directed at BlueIndy personnel.	Suspension or Cancellation of Membership at BlueIndy’s discretion.
Impaired operation of a BlueIndy Car, including failure to submit to tests requested by law enforcement.	Cancellation of Membership.
Nonpayment of amounts due for BlueIndy Service.	Suspension of Membership until payment made in full.
Use of the BlueIndy Car by a person other than the Member.	Cancellation, except in case Member’s Card and/or PIN was stolen and only if BlueIndy has been notified and provided a copy of a police report was filed by Member.
Driving a BlueIndy Car outside the BlueIndy Zone.	\$300
Failure to follow BlueIndy instructions if the BlueIndy Car charge drops below 20%.	\$300
Failure to wait with impaired BlueIndy Car for tow truck to arrive, unless safety or excessive delay of tow arrival requires departure.	\$300
Failure to immediately report car damage, loss, or accident.	\$200

Behavior Type	Applicable Penalty and/or Fee
<p>Abandonment of a BlueIndy Car / Impoundment. If the BlueIndy Car is determined by Us to be illegally parked or apparently abandoned, or impounded, or otherwise used in violation of this Contract, We may recover the car without notice to You.</p>	<p>\$220 will be charged for Our administrative costs and retrieval of a car if the car does not require towing by a 3rd party. If We retain a 3rd party towing company, an additional towing charge will be assessed. The Control Period shall continue to be charged until We retrieve the car and return it to a BlueIndy Charge Point with a limit of \$550.</p>
<p>Failure to properly return a BlueIndy Car, including, without limitation, locking all doors, closing windows, and properly plugging charging cable into car.</p>	<p>\$55</p>
<p>More than 24 hours charging a Third Party Vehicle in the same BlueIndy Parking Spot.</p>	<p>\$100, per any portion of each additional 24-hour period.</p>
<p>Lack of cleanliness of the returned BlueIndy Car, including, without limitation, the failure to remove all trash or other belongings from the car, spills, stains, or other uncleanliness of the interior or exterior of the car, excluding conditions due to normal use.</p>	<p>\$35.</p>
<p>Fines, tolls, tickets. You are responsible for and shall personally pay all parking, traffic, and toll charges, fines, and other expenses and penalties, all towing, storage, and impoundment fees and all tickets charged to the BlueIndy Car during Your Control Period or arising from Your use during a Control Period.</p>	<p>\$30 in addition to Your responsibility to pay such fines, for each such fee incurred during any Control Period.</p>
<p>Parking in a BlueIndy Parking Spot reserved by another.</p>	<p>\$25.</p>
<p>Third-Party Vehicle parking without charging at a BlueIndy Station.</p>	<p>\$20 for each portion of any hour parked in this manner. Such a vehicle is trespassing and We may request it towed at Member's expense.</p>
<p>Payment Card rejection.</p>	<p>\$25 per rejection. This charge is in addition to any late payment fee, or other fees, incurred due to any late payments.</p>
<p>Replacement of lost BlueIndy Card.</p>	<p>\$10.</p>
<p>Failure to utilize reservation (9.A.2.a.).</p>	<p>\$5 per instance. If a Member fails to pick up a reserved BlueIndy Car or to park at a reserved Parking Spot after 3 consecutive reservations during a 24-hour period, Member will be prohibited from making further reservations for 24 hours.</p>

Damage/Loss Deductible. If, during Your Control Period with a BlueIndy Car, the BlueIndy Car becomes damaged or is lost You will be responsible for payment of the following deductible to BlueIndy. Your Membership will be suspended until such payment is made.

Level 1	Level 2	Level 3
Deductible for Member's 1 st BlueIndy Car incident over the 1 year preceding the incident	Deductible for Member's 2 nd BlueIndy Car incident over the 1 year preceding the incident	Deductible for Member's for 3 rd BlueIndy Car incident over the 1 year preceding the incident
\$500	\$750	\$1000

If more than 1 year from the Member's last damage or loss incident passes without any additional incidents during any BlueIndy Contract that the Member has had with BlueIndy then the Member's deductible for the next accident will return to the Level 1 deductible.

Late Payment Fee. If You do not, upon demand, pay to Us all amounts due to Us under this Contract, including all charges, fees and expenses, including, without limitation, payment for loss of or damage to the BlueIndy Car, Charge Points, Reservation Kiosk, Enrollment Kiosks, Parking Spots, or Car Accessories or Onboard Documents, Control Period charges, parking fees and fines, traffic fines and penalties, towing, storage and impoundment fees, You agree to pay to Us a late charge of 1.5% per month on the past due balance or the highest rate permitted by applicable law, whichever is less.

We may, but are not required to, notify You of assessment of these fees in advance of their assessment. If We notify You in advance of assessment, notification may be by any of the following methods:

- by registered letter with acknowledgment of receipt only in those case specifically described in this Contract; or
- by text message or email ; or
- on the Member's Customer Webpage.

Additionally, application of the additional fees will appear in the billing summary made available to Member.

Taxes. The penalties and fees detailed herein are before tax. All applicable taxes will be added as required by law.

**ATTACHMENT 2
RATE OFFER**

A. BlueIndy Car Sharing Member Fees⁽¹⁾, excluding Taxes.

Membership Type	Membership Fee	Usage Charge for initial 20 minutes⁽²⁾	Usage Charge for each additional minute after the initial 20 minutes⁽³⁾
1 Year	\$9.99/month for 12 months	\$4.00	\$0.20/minute
1 Month	\$19.99/month	\$6.00	\$0.30/minute
1 Week	\$9.99/month	\$7.00	\$0.35/minute
1 Day	Free	\$8.00	\$0.40/minute
Airport Surcharge		\$6 ⁽⁴⁾	

⁽¹⁾ The price of Membership Fees upon renewals, as well as any future Membership purchases that do not constitute renewals may be changed at Our discretion. The cost per initial 20 minutes or for additional minutes after the initial 20 are not guaranteed to remain fixed during any membership period, and may be increased by us at any time at Our discretion upon publishing a new Rate Offer.

⁽²⁾ For each use of the BlueIndy Car by or on behalf of a Member, charges for access and use commence as detailed in Section 9.A.2.d. and conclude as detailed in 9.A.2.g. of this GTCU. The minimum charge for any use of a BlueIndy Car, even if the BlueIndy Car is not accessed and utilized for a full 20 minutes, is the 20 minute initial charge.

⁽³⁾ Charges for minutes subsequent to the initial 20 minutes are always rounded up to the next minute.

⁽⁴⁾ For trips starting or ending at an Indianapolis International Airport Parking Spot, a \$6 Airport Surcharge is added to the Usage Charge.

B. Third-Party EV Charging Membership and Use Fees, excluding Taxes.

Membership Type	Membership Fee	Cost per Hour to use the Charge Point and Parking Spot⁽¹⁾
1-Year	\$20/year	\$2.00/hour ⁽³⁾

⁽¹⁾ Members will be charged \$2.00 for any hour and portion of any hour that Member’s vehicle is connected to a BlueIndy Charge Point.

⁽²⁾ Any Third-Party Electric Vehicle that remains parked at a BlueIndy Parking Spot for longer than 24 hours will incur the penalty listed in Attachment 1.

C. Discounts and Special Offers.

BlueIndy may from time to time offer discounts and special offers to new Members. If such discount or special offer is available at the Membership Date and Member qualifies per the terms and conditions of such discount or special offer, then Member’s billing will reflect those.

D. Taxes.

All fees and charges listed in this Rate Offer exclude applicable taxes, which will be added to the amounts charged to You by BlueIndy. As of the date of this GTCU, these taxes amount to:

- 17% for Car Sharing Membership and related charges consisting of Sales Tax (7%), Indiana Rental Tax (4%) and Marion County Supplemental Auto Rental excise tax (6%).

Note: BlueIndy is providing a car sharing service which We believe to be materially different from a rental business, however it is Our understanding that rental taxes of the State of Indiana and Marion County will be required to be paid to the State and County even though We believe they should not apply to car sharing operations.

- 7% for EV Charging Membership and related charges, consisting of 7% Sales Tax.

**ATTACHMENT 3
BLUEINDY PRIVACY STATEMENT
DATED AUGUST 3, 2015**

This Privacy Statement sets forth BlueIndy's privacy practices and the possible uses of the personal information that it gathers (the "Privacy Statement").

SCOPE.

This Privacy Statement applies to certain information collected by the BlueIndy Website, Mobile Application, Enrollment Kiosk or the Customer Relations Center. The BlueIndy Website may contain links to or information about other web sites that are outside the control and/or custody of BlueIndy. We encourage You to review the privacy policies of each of those sites to obtain an understanding of how Your information is used or shared by those third-parties.

INFORMATION COLLECTED.

Personal Information. You may submit Your first name, last name, address, Driver's License number and jurisdiction, email address, and other identifiable information (collectively, "Personal Information") in various ways, such as, for example, by signing up to Our mailing list or applying to join BlueIndy.

Financial Information. When signing up for the Service, You are requested to provide Your Personal Information as well as a credit card or debit card number and billing address ("Financial Information") for billing purposes. This payment process is managed by a separate company, external and not affiliated to us.

Cookies. BlueIndy also may collect information through the use of common information-gathering tools known as cookies ("Cookie Information"). A cookie helps the BlueIndy Website remember and customize Your visit. You have the option to delete or decline cookies by changing Your browser's settings. No personally identifiable information is stored in these cookies.

Web Beacons and Website Visits. BlueIndy may also use single pixel images on the BlueIndy Website or in Our emails to You ("Web Beacons"). This technology tells us more about browsing, click-tracking, viewing, and buying activity, but none of Your Personal Information is transmitted. BlueIndy may also collect information from Your interaction with the BlueIndy Website, such as statistics in connection with page views, IP address, and standard web log information.

Children Under 13. BlueIndy does not market to and does not knowingly collect any Personal Information from or about a child under the age of 13 without the consent of the child's parent or legal guardian. If We discover that We have inadvertently collected information from a child under 13 years of age, We will promptly take all reasonable measures to delete that data from Our systems.

USE OF INFORMATION COLLECTED

Direct Marketing. We may use Personal Information to generate and send marketing communications to You directly for products and services available for purchase on the BlueIndy Website and/or Our affiliate websites, coupons, or other marketing opportunities, including provision of such Personal Information to other companies who may wish to market to you. If You do not wish to receive marketing communications directly from BlueIndy, You may unsubscribe in the marketing email or communication sent to You by following the instructions in that communication

Improving Your Experience. We track Your visits to Our BlueIndy Website through the use of cookies and identify You upon subsequent visits to improve Your experience while browsing the BlueIndy Website.

Information Sharing. We may disclose Your Personal Information to Our parent companies and affiliates, as well as third party partners and contractors for our business purposes, including, some of which, which may be

located outside the United States, such as in France, which other companies, affiliates, third party partners, and contractors include, but are not limited to, the following:

Service Donors. Your information may be shared with entities that assist BlueIndy in fulfilling orders from customers, delivering packages, sending mail, providing search results and links, or similar customer services.

Regulatory Bodies. If You apply for BlueIndy Membership, some of the Personal Information You provide to us may be shared with regulatory bodies to obtain Your driving record or to comply with any legal, regulatory or contractual obligation BlueIndy may have.

Law Enforcement. Your information may be shared with law enforcement officials if it relates to a criminal investigation or alleged illegal activity;

Necessary for Safety, Security or Protection Reasons. BlueIndy may also disclose Your information if required or permitted to do so by law, for fraud protection and credit risk reduction purposes, or in the good-faith belief that such action is necessary to protect and defend the rights or property of BlueIndy or the users of the BlueIndy Website, to act under urgent circumstances to protect the safety of BlueIndy or its employees or a member of the public, or to comply with a judicial proceeding, court order, or legal process.

Sale or Acquisition of Assets. If BlueIndy becomes involved in a transaction involving the sale of its assets, such as a merger or acquisition, or if BlueIndy is transferred to another company, BlueIndy may disclose and/or transfer Your information as part of the transaction. If the surviving entity in that transaction is not BlueIndy, the surviving entity may use Your information pursuant to their own privacy policies, and those policies may be different from this Privacy Statement.

General Marketing. We may transfer Personal Information to third parties whose practices are not covered herein for the purpose of marketing products or services to You.

PROTECTION OF YOUR INFORMATION.

Unfortunately, no data transmitted over or accessible through the Internet can be guaranteed to be 100% secure. As a result, while BlueIndy attempts to protect all Personal Information, BlueIndy cannot ensure or warrant that Personal Information will be completely secure from misappropriation by hackers or from other nefarious or criminal activities, or in the event of a failure of computer hardware, software, or a telecommunications network. BlueIndy will notify You in the event We become aware of a security breach involving Your personally identifiable information (as defined by the applicable state and federal laws) stored by or for us. By disclosing Your email address to us for any reason, You expressly consent to receiving electronic notice from us in the event of such a security breach.

THIRD PARTY LINKS.

The BlueIndy Website may contain links to websites not affiliated with BlueIndy. Your use of an external website or any informational content found on an external websites is subject to and governed by the terms and guidelines of those websites. BlueIndy does not endorse or make any representations or warranties concerning, and will not in any way be liable for, any informational content, products, services, software, or other materials available on an external website, even if one or more pages of the external website are framed within a page of the BlueIndy Website. BlueIndy is not responsible for the privacy practices of any external website.

MODIFICATIONS.

This Privacy Statement was last modified on the date printed above. BlueIndy reserves the right to update this Privacy Statement from time to time, and You should check the BlueIndy Website periodically for changes.

CONTACTING US.

For any questions regarding this Privacy Statement You may contact us via www.blue-indy.com or by mail at: BlueIndy, 5505 W. 74th Street, Indianapolis, Indiana 46268, Attn: Legal Dept.