

## INSURANCE TERMS AND CONDITIONS

Applicable terms & conditions:

### General Third Party Liability Insurance

#### A. General Information

Shomera Insurance Co. Ltd. (hereinafter "**Insurer**") provides insurance coverage subject to the terms and conditions set out herein. Some words and phrases have specific meanings and are defined herein.

#### B. Definitions

The following definitions are applicable to the **Policy**:

**Policyholder**: Lime (NEUTRON HOLDINGS, INC. DBA LIME)

**Local Policyholder**: Lime Network Ltd., 3, Hayated Street, Tel-Aviv 6818936, Israel.

**"Accident"** means a sudden event neither expected nor intended by (i) the Beneficiary or (ii) in case of a Lime Property Claim only, the Local Policyholder, and which first occurred or commenced at an identifiable specific time during a Covered Period which results in Bodily Injury to, or Damage to Property of, a third party or third parties.

**"Beneficiary"** or **"Beneficiaries"** shall mean

- (i) an individual Customer(s), who (A) rents a Lime Unit for personal transportation purposes in a Territory pursuant to the local Rental Agreement; and (B) is of the minimum age required by local laws or regulations to ride the Lime Unit in that Territory, but is at least 18 years of age; and
- (ii) any other Permitted User.

**"Bodily Injury"** shall mean physical injury or the death of any human person. It shall not include any mental injury, shock or anguish.

**"Claim"** shall mean a written demand for monetary compensation by a third party against a Beneficiary relating to an Accident.

**"Commercial Use"** shall mean the use of a Lime Unit for purposes relating to a Beneficiary's trade, business, craft or profession. For the avoidance of doubt, Commercial Use shall not include commuting between a Beneficiary's residence and place of work.

**"Covered Period"** shall mean the period of time from when a Beneficiary unlocks a Lime Unit until the Beneficiary locks the Lime Unit in accordance with the instructions in the Lime Application, or otherwise completes the use of the Lime Unit, whichever is the earliest.

**"Customer"** means any natural person who is registered to the Lime Application.

**"Damages"** shall mean a sum of money payable to a third party as compensation under civil law in respect of actions or suits brought in a court in any Territory (other than actions or suits brought to enforce a judgment obtained outside of the Territories). **It shall not include any award made by a criminal court, punitive Damages, exemplary Damages, aggravated Damages, fines, penalties or any award of additional Damages resulting from the multiplication of compensatory Damages against a Beneficiary.**

**"Damage to Property"** shall mean physical damage to, loss of or destruction of tangible property.

**"Defence Costs"** shall mean any and all legal costs and expenses which are reasonably and necessarily incurred in the investigation or defence of any Claim which is covered under this Policy.

**"Financial Loss"** means a pecuniary loss, cost or expense not in respect of:

- (i) Bodily Injury to third parties; or
- (ii) Damage to Property of third parties.

**“Insurer”** Shomera Insurance Co. Ltd.

**“Lime Application”** shall mean the application used by a Customer in order to use the Lime Unit.

**“Lime and/or JUMP Electric Bicycle”** shall mean an electric pedal cycle, which has pedal assistance powered by an electric motor with maximum continuous rated power according to local laws and regulation which assists the human propulsion of the pedal cycle and that ceases to provide assistance when the pedal cycle reaches a maximum speed according to local laws and regulation

**“Lime and/or JUMP Electric Scooter”** means an electric two wheeled kick scooter propelled by a combination of human power and an electric motor with handlebars, brake(s) and a deck that allows a person to stand while operating the scooter, which is powered by an electric motor with maximum continuous rated power capable of propelling the scooter with or without human propulsion and that ceases to provide assistance when the scooter reaches a maximum speed according to local laws and regulation.

**“Lime Property Claim”** means a Policyholder Claim made against a Policyholder pursuant to subparagraph (ii) of the definition “Policyholder Claims” below.

**“Lime Unit(s)”** shall mean only the Lime and/or JUMP Electric Bicycles and the Lime and/or JUMP Electric Scooters, which are owned by the Local Policyholder.

**“Limit of Indemnity”** shall mean the maximum liability of the Insurer in respect of any one Accident in the maximum amount of NIS 1,000,000; the maximum liability of the Insurer in respect of all Accidents during the insurance year is limited to NIS 5,000,000.

**“Pandemic”**: epidemics with a pandemic characteristic (declared by WHO), of seriousness and virulence such as to result in high mortality or requiring restrictive measures in order to reduce the risk of transmission to the civilian population. By way of example and not limited to: closure of schools and public areas, limitation of public transport in the city, limitation on air transport.

**Permitted User** means any individual person that:

- (i) uses a Lime Unit with the explicit consent of a Beneficiary that has rented such Lime Unit under a Rental Agreement; and
- (ii) is of the minimum age required by local laws or regulations to ride the Lime Unit in that Territory, but is at least 18 years of age.

**“Policy”** means the Collective Insurance Agreement including all Schedules (in particular theses Insurance Terms and Conditions) which shall be read together as one contract and any word or expression to which a specific meaning is attached in any of them shall bear such meaning throughout.

**“Policyholder Claim”** shall mean a written demand for:

- (i) monetary compensation by a third party against the Local Policyholder or the Policyholder arising directly from an Accident for which the Beneficiary would have been entitled to cover under this Policy if the third party had made a Claim regarding such Accident; and
- (ii) monetary compensation of Damages to Property arising directly from an Accident where the Lime Unit is the proximate cause of that Accident and the Local Policyholder is responsible by local civil tort law (**“Lime Property Claim”**). **Any product defect of the Lime Unit or any environmental claim against a Policyholder is not covered.**

**“Rental Agreement”** shall mean the contract for hire of a Lime Unit entered into by a Customer and the Local Policyholder.

**“Territory”** means the country where the Local Policyholder is incorporated and such Local Policyholder’s Lime Units can be hired.

**“Terrorism”** shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**“Unauthorised Use”** shall mean:

- (i) the use of the Lime Unit by anyone other than a Beneficiary. For example, use following theft of the Lime Unit or through the improper use of a Customer's log-in credentials for the Lime Application; or
- (ii) Commercial Use of the Lime Unit.

### **C. Insurance Coverage**

- 1. The Insurer will provide indemnity for all sums which a Beneficiary may become legally liable to pay as Damages and Defence Costs arising directly from an Accident provided that:
  - a) the Accident occurred in the Territory; and
- 2. Subject to all Policy terms and conditions, cover shall also extend to Policyholder Claims provided that, in the event of a Policyholder Claim, any terms, conditions and obligations of this Policy which would have applied to the Beneficiary, had the Policyholder Claim been a Claim, shall apply to Policyholder.
- 3. **This Policy is not intended to meet the requirements of the compulsory Motor Insurance**

### **D. Limits of Liability**

- 1. The amounts payable by the Insurer for Damages under paragraph C1 shall not exceed the Limit of Indemnity.
- 2. Where the Insurer is liable to indemnify more than one party in respect of one Accident the total amount payable shall not exceed the Limit of Indemnity.
- 3. All obligations of the Insurer in relation to any one Accident shall cease after the Limit of Indemnity has been paid by the Insurer.

### **E. Exclusions**

**The indemnity in this Policy (including under any extension) will not apply to legal liability or pay any amounts:**

- 1. **Unauthorised Use:** arising out of or in connection with any Unauthorised Use.
- 2. **Passengers:**
  - a) in respect of any use of a Lime Unit where more than one person is on or in connection with the Lime Unit at the same time
  - b) in respect of any transportation of animals on or in connection with the Lime Unit at the same time
  - c) in respect of any damage to Property of, or Bodily Injury to, passengers being carried on a Lime Unit.
- 3. **Beneficiary and Local Policyholder Property:** In respect of Damage to Property:
  - a) owned or rented by a Beneficiary or the Local Policyholder;
  - b) loaned or rented to a Beneficiary or the Local Policyholder; and/or
  - c) in the care, custody or control of a Beneficiary or the Local Policyholder.
- 4. **Contracts:** arising out of or in connection with a contract or agreement unless the Local Policyholder or Beneficiary would have had the same liability had the Local Policyholder or Beneficiary not entered into the contract or agreement.
- 5. **Financial Loss:** for Financial Loss.
- 6. **Penalties:** for penalties, fines, or liquidated Damages.
- 7. **Damage to the Lime Unit** in respect of:
  - a) loss of or damage to any Lime Unit; or
  - b) the costs of replacement, reinstatement, rectification, repair or recall of any Lime Unit
- 8. **Motor:** arising out of or in connection with vehicles which are provided for hire via the Lime Application that require compulsory motor insurance under the law.

**9. Punitive Damages and US Claims**

- a) for punitive or exemplary Damages awarded or for any costs or interest associated with any such award.
- b) for any Claims made in the United States of America, its territories and possessions, Puerto Rico or Canada, the indemnity in this Policy will not apply to legal liability or pay any amounts arising out of Claims payable under workers compensation, disability benefits, unemployment compensation laws or any similar law.

**10. Specified Excluded Perils: arising out of or in connection with:**

- a) civil commotion, labour disturbances or public disorder or attempt thereof;
- b) war (whether declared or not), or war-like acts or attempt thereof;
- c) military uprisings, usurped power, rebellion or revolution or attempt thereof, or action taken by governmental authority in hindering or defending against any of these;
- d) any act or attempt of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the liability or any action taken in controlling, preventing or suppressing Terrorism; or
- e) flood, windstorm, earthquake, tsunami, hurricanes, blizzards, or any other natural event.

**11. Pollution: arising out of or in connection with pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind.**

**12. Apron use: arising out of or in connection with any use of a Lime Unit on an airport apron.**

**13. Cyber: This Policy does not cover any liability (including any cost of defending any action) of any nature connected in any way directly or indirectly contributed to or resulting from electronic data and cyber risks, or network attacks regardless of any other cause or event contributing concurrently or in any other sequence to the loss. We will also not pay for claims in respect of any losses, damages or expenses that arise from the failure of communication network signals, power supply, network connection and telecommunication system.**

**14. Pandemic: Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this Policy, to the extent**

- a) resulting from,
- b) arising out of,
- c) or relating

to any Pandemic outbreak (including the Covid-19 virus).

**F. General Conditions**

**1. Premium**

The Insurance Premium is paid by the Policyholder.

**2. Communication of Policy Changes**

The Local Policyholder must inform the Beneficiaries of any material change in the Policy, including any amendment, restriction or cancellation thereof, as soon as possible.

**3. Applicable law**

The governing law of this Policy is the law of Israel.

**G. Claims conditions**

Unless required by any applicable law or regulation, an adjusted indemnity will be paid according to the degree of the infringement for the liability of any Beneficiary who has not complied with the requirements of this section, which requirements shall be communicated by: i) the Local Policyholder to Beneficiaries via the Local Policyholder's webpage; or ii) Local Policyholder or

Insurer to Beneficiaries at the time a Beneficiary notifies Local Policyholder or Insurer of an Accident or Claim.

## **1. Notification responsibilities of the Beneficiaries**

- a) In the event of any Accident which may result in a Claim a Beneficiary shall:
  - (i) notify the Local Policyholder under the contact details set out in the insurance certificate as soon as possible according to local law or regulation;
  - (ii) take reasonable precautions to prevent and minimise any financial loss which might be caused as a result of the Accident;
  - (iii) Upon being contacted by the Insurer:
    - provide the Local Policyholder (or the Insurer upon request) with all relevant information and documents regarding the Accident and its consequences;
    - provide the Insurer (upon request) with proof of age at the time of the Accident (e.g. by way of passport); and
    - supply such proof, information and declarations as the Insurer may require within the time frame requested.
- b) On the receipt by a Beneficiary of a Claim, the Beneficiary shall:
  - (ii) notify the Local Policyholder under the contact details set out in the insurance certificate as soon as possible but in any event within 30 days of the date on which they receive the Claim.
  - (iii) Upon being contacted by the Insurer:
    - provide all information and documents within their possession relating to the Claim and underlying Accident;
    - forward to the Insurer all relevant correspondence, court document(s) and notifications received relating to the Claim and underlying Accident;
    - supply such proof, information and declarations as the Insurer may require within the time frame requested, including any communication, writ, summons or other legal process in connection with the Accident; and
    - provide to the Insurer particulars of any other insurance providing the same cover as this Policy.

## **2. Control of Claims**

- a) A Beneficiary must not enter into negotiations, admit liability, agree to the settlement, mediation or arbitration of any Claim, make any promise to pay or settle a Claim or incur any Defence Costs without the Insurer's prior written consent (such consent not to be unreasonably withheld or delayed).
- b) Beneficiaries and the Policyholder shall give all information, documents, co-operation and assistance as the Insurer may reasonably require in connection with the handling of any claim.
- c) The Insurer will not be bound by any admission or any offer made by a Beneficiary or anyone acting on their behalf to any third party.
- d) The Insurer shall be entitled to take over and conduct in the name of a Beneficiary or Policyholder the defence or settlement of any Claim

## **3. Discharge of Liability**

- a) The Insurer may at any time pay to the Policyholder or a Beneficiary in connection with any Claim the remaining amount of the Limit of Indemnity (after deduction of any sum or sums already paid as Damages or Defence Costs, if applicable).

- b) If a Beneficiary shall refuse to consent to any settlement recommended by the Insurer and shall elect to contest a Claim, then the Insurer's liability for Damages and Defence Costs in respect of that Claim shall not exceed the amount for which the Claim could have been settled plus any Defence Costs incurred at the date of such refusal.
- c) Upon such payment being made in accordance with paragraph G3.a. or G3.b. above, the Insurer shall relinquish the conduct and control of, and be under no further liability in connection with, such Claim.

#### 4. Fraudulent Claims

In the event that a fraudulent claim is made under this Policy by or on behalf of a Beneficiary:

- a) the Insurer may recover from the Beneficiary any sums paid by the Insurer in respect of the claim; and
- b) in addition, the Insurer may by notice to the Beneficiary treat the Policy as having been terminated with effect from the time of the fraudulent act solely in relation to that Beneficiary.

#### 5. Other Insurance

If any liability covered under this Policy is also covered wholly or in part under any other insurance held by a Beneficiary:

the Beneficiary must inform the Insurer of the existence of such other insurance when notifying a Claim.

#### 6. Subrogation

- a) On making any payment in respect of any liability in relation to which cover is available under this Policy, the Insurer may in a Beneficiary's name, at the Insurer's cost, recover against any third party who is responsible for the liability up to the amount which the Insurer has paid. The Beneficiary shall also provide all such reasonable assistance as the Insurer may require in relation to such recovery.
- b) To the extent that any recovery is made from any third party in respect of any liability in relation to which cover is available under this Policy, the Insurer shall be entitled to those proceeds up to the amount of any payments it has made in relation to such liability. The Beneficiary shall co- operate with the Insurer and comply with all reasonable instructions from the Insurer in relation to the process and procedure for making any such recovery. The Insurer shall have sole discretion as to whether such recovery should be pursued.

#### 7. Reimbursement

- a) Upon settlement of a claim under this **Policy**, the **Insurer** will be entitled to be reimbursed by a Beneficiary for any amounts paid in connection with an Accident to the extent that such Accident was caused by the illegal use of a Lime Unit by the Beneficiary where:
  - (i) a breach of local traffic laws or regulations; or
  - (ii) the Beneficiary was under the influence of drugs.
- b) In addition, the Insurer will be entitled to reimbursement from:
  - (i) the Policyholder where it has wilfully caused any Damages to the Insurer upon the occurrence of an Accident; or
  - (ii) a Beneficiary where such Beneficiary has wilfully caused any Damages to the Insurer upon the occurrence of an Accident.

#### 8. Communication

Please use the following details to contact us:

- a) Through the Lime Application or Website  
<https://www.li.me/en-us/insurance-docs>
- b) Notification on claim: [accident@li.me](mailto:accident@li.me) and/or [tvilime@shomera.co.il](mailto:tvilime@shomera.co.il)

