

North American Limited Warranty and Arbitration Agreement For [Xyber]

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This Agreement is initially published on July 2024 updated on [MM/DD/YYYY](if applicable).

BINDING AGREEMENT NOTICE. PLEASE READ THIS LIMITED WARRANTY AND ARBITRATION AGREEMENT AND KEEP THIS AGREEMENT FOR FUTURE REFERENCE. THIS AGREEMENT CONTAINS LIMIED WARRANTY CLAUSES AND ARBITRATION CLAUSES WITH RESPECT TO [Xafari] (“PRODUCT”) AND ANY AND ALL TRANSACTION AND CLAIM RELATED TO AND/OR ARISING OUT OF THE PRODUCT).

THIS IS A BINDING LEGAL AGREEMENT (“AGREEMENT”) BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) AND THE MANUFACTURER (“NINEBOT”) AND SEGWAY NC. (“SEGWAY”) AND THEIR AFFILIATES (INCLUDING BUT NOT LIMITED TO THEIR PARENT COMPANY, SUBSIDIARY, AFFILIATED COMPANIES, PREDECESSOR, SUBSEOUENT COMPANY. ADMINISTRATORS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AND SHAREHOLDERS) (COLLECTIVELY “SEGWAY PARTIES”). SEGWAY DEALERS AND THEIR AFFILIATES THAT SELL PRODUCTS (COLLECTIVELY “SEGWAY DEALERS”) (IF YOU HAVE CLAIMS AND/OR DISPUTES WITH SEGWAY DEALERS RELATED TO/ARISING OUT OF YOUR PURCHASE, POSSESSION, RECEIPT AND/OR USE OF PRODUCT / SERVICES, AND YOU AND DEALER AGREE TO OTHER TERMS AND CONDITIONS THEREON, AS BETWEEN YOU AND DEALER, THIS AGREEMENT HEREIN SHALL BE MODIFIED ACCORDINGLY. FOR CLARITY, NO AGREEMENT BETWEEN YOU AND A DEALER MAY AMEND AND/OR MODIFY YOUR AGREEMENT WITH SEGWAY AND NINEBOT HEREIN).

PURCHASING THE PRODUCT, OPENING THE PRODUCT PACKAGING, USING THE PRODUCT, RETAINING THE PRODUCT, EXPLOITING THE BENEFITS OF THIS AGREEMENT, OR ELECTRONIC ACCEPTANCE OF THIS AGREEMENT SHALL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER YOU ARE THE ORIGINAL PURCHASER, GIFT RECIPIENT, USER, OR OTHER RECIPIENT OF THE PRODUCT. IN AN EVENT YOU, AS A PARENT(S) OR LEGAL GUARDIAN(S), PURCHASE THIS PRODUCT ON BEHALF OF OR FOR YOUR CHILDREN, YOU HEREBY CONSENT TO AND APPROVE IN ALL RESPECTS THE TERMS AND CONDITIONS OF THE AGREEMENT AND AGREE THAT BOTH YOU AND YOUR CHILDREN SHALL BE BOUND BY THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOU RECEIVE SUFFICIENT NOTICE OF THIS AGREEMENT AND YOU AGREE TO THIS AGREEMENT.

YOU ARE ENCOURAGED TO CONSULT WITH LEGAL PROFESSIONALS REGARDING THE INFORMATION PROVIDED HEREIN, ESPECIALLY THOSE RELATED TO THE SAFETY AND YOUR LEGAL RIGHTS AND DUTIES.

TERRITORY. THE AGREEMENT ONLY AND EXCLUSIVELY APPLIES TO THE PRODUCT DISTRIBUTED AND/OR SOLD BY AND/OR THROUGH SEGWAY PARTIES OR SEGWAY DEALERS IN THE NORTH AMERICAN MARKET. IF YOU ARE NOT A RESIDENT IN THE NORTH AMERICAN MARKET, PLEASE CONTACT US BEFORE USE OF THE PRODUCT AS YOU MAY NOT HAVE A WARRANTY OR HAVE A DIFFERENT WARRANTY THAN THE ONE PROVIDED HEREIN.

DOWNLOAD E-COPY. THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT: <https://service.segway.com/>, AND IN THE DOCUMENTATION PROVIDED WITH THE PRODUCT.

SAFETY WARNING. USE OF THE PRODUCT BY A PERSON WHO HAS NOT RECEIVED SUFFICIENT TRAINING, DOES NOT POSSESS NECESSARY EXPERIENCE AND SKILLS, OR AGAINST, IN VIOLATION OF OR NOT ACCORDING TO THE USER MANUAL, INSTRUCTIONS, GUIDANCE AND/OR SAFETY WARNINGS (PROVIDED BY THE MANUFACTURER, SEGWAY, INCLUDING INFORMATION IN THE PRODUCT APP) MAY CAUSE SEVERE BODILY INJURY OR EVEN DEATH OR PROPERTY DAMAGES. PLEASE READ EACH AND EVERY SECTION OF THE USER MANUAL, THE FOREGOING MATERIALS AND THIS AGREEMENT CAREFULLY BEFORE USE OF THE PRODUCT.

YOU ARE ENCOURAGED TO CONSULT WITH YOUR PROFESSIONALS AND ADVISORS REGARDING THE INFORMATION PROVIDED HEREIN, ESPECIALLY THOSE RELATED TO THE SAFETY AND YOUR LEGAL RIGHTS AND DUTIES. A PARENTAL OR LEGAL GUARDIAN'S DECISION TO ALLOW CHILD TO USE AND/OR OPERATE THE PRODUCT SHALL BE BASED ON THE CHILD'S MATURITY, SKILL AND ABILITY TO FOLLOW RULES (INCLUDING BUT NOT LIMITED TO THE

WARNINGS, SAFETY RELATED INFORMATION PROVIDED IN THE USER MANUAL). CHILDREN SHALL NOT BE LEFT UNATTENDED WHILE USING AND/OR OPERATING THE PRODUCT. PARENTAL OR LEGAL GUARDIAN SUPERVISION IS REQUIRED AT ALL TIMES. THE PRODUCT MAY NOT BE SUITABLE / RECOMMENDED FOR MINOR UNDER CERTAIN AGE, PLEASE PROPERLY CONSIDER AGE RECOMMENDATION PROVIDED BY THE MANUFACTURER IN USER / PRODUCT MANUAL OR THE LIKE AND YOUR BEST JUDGMENT BEFORE ALLOWING A MINOR TO TRY/RIDE THE PRODUCT. STATE / LOCAL LAW MAY NOT PERMIT A MINOR (UNDER 18) TO USE / RIDE THE PRODUCT AND/OR REQUIRE FOR PARENTAL / LEGAL GUARDIAN SUPERVISION, PLEASE FOLLOW LOCAL LAW FOR YOUR CHILDREN AND OTHERS' SAFETY.

1 Limited Warranty

1.1 Limited Warranty and Exclusions.

- (a) This Limited Warranty by Segway covers only defect(s) in material and/or workmanship of the Product under normal use that may exist at the time when it is sold by Segway. The Limited Warranty shall not apply to any defect, defective condition and/or damages to the Product that is caused by another person or you after it is sold by Segway. The Limited Warranty does not apply to normal wear and tear, cosmetic damages or appearance issue(s). For additional information about the limited warranty eligibility and exclusions, please refer to Section 3 & 4 below.
- (b) Advertisement and marketing materials may be for illustration purpose only and may not be an exact representation of product, and in the event of unclarity or uncertainty, the user manual, product manual and this warranty agreement shall prevail.
- (c) In the event that a defect covered by this Limited Warranty occurs, Segway and/or other Segway Parties (as applicable) in its sole discretion will repair or replace defective parts or whole unit in accordance with this Limited Warranty. If it is reasonable and proper, Segway may deliver parts/components to you directly and you may replace a damaged / defective parts/component so that you could save cost and time for delivering the whole Product to a service provider. Segway reserves the right to issue refund in exchange of defective product instead of repairing or replacement within its discretion.
- (d) The applicable Limited Warranty Period commences on the first date that a new Product is purchased except that a state law may require otherwise. For example, a state may mandate that warranty period commences on the date when a Product is received by a consumer.
- (e) This warranty gives you specific legal rights, and if you are a consumer in the United States of America, you may also have other rights which vary from State to State.

1.2 Warranty Period for Product and Parts.

The Limited Warranty period is provided below. The warrant period shall commence on the date when this Product is first time purchased (or when this product is received by the first purchaser per Section 1.1(d)). For warranty repair, the limited warranty will provide parts and

services / labor cost free of charge.

Subsequent Owner: a subsequent owner (i.e., not the first owner / original purchaser) may enjoy the limited warranty, if the original warranty period to the first owner/purchase is not expired. A subsequent owner's warranty period shall be equal to remaining warranty period of the first owner/purchaser. A subsequent owner must show the first purchaser's purchase receipt as an explicit condition on enjoying the warranty provided to a subsequent owner.

The duration and specific information of the warranty:

- The product has a 2-year warranty. The 2-year warranty for the entire vehicle refers to the warranty period of 2 years for the following functions, components, and/or important components of the product: Frame, Front fork, Front wheel (Not including tires) , Rear wheel motor assembly (Not including tires) , Controller, Display, VCU, IOT module, Scrolling Switch, Throttle, Brake lever, Speaker, Rear suspension, Charger, Head/Tail lights, Electronic control wiring harness, Headset, Bottom bracket, and other components (except for the parts mentioned below that are worn);
- Battery Warranty: Batteries equipped on electric bicycles: Two years warranty from the date of initial retail purchase, or 500 charging cycles, whichever occurs first. The design of the battery can maintain over 70% of its original capacity during this period;
- Warranty for easily worn parts The warranty period for such spare parts is 30 days. Wear and tear refers to damage that naturally and inevitably occurs due to normal cycling. For example, even if maintained properly, the gear set and chain will eventually wear out and need to be replaced. This also applies to scratches and other potential damages on bicycle paint or graphics, which may be caused by normal use and exposure to the environment. Over time, your bicycle may make slight squeaking or other noises while riding, which usually means it needs maintenance. The user manual provides general guidance and instructions for maintenance. The warranty period for worn items is different from other accessories, as follows:

Bearings

Brake Pads

Disc brake

Braking Wire and Wire Tube

Chains

Chainwheel

Handlebar Grips

Rubber Plug

Shifter, Shifter Wire and Wire Tube

Rear Derailleur

Cassette

Spokes

Handlebar Decorative Cover

Tires and inner tubes

Saddle

Mudguards

Reflectors

Pedals

Battery Compartment Cover

Other accessories that are prone to wear and tear.

1.3 Shipping Damages

Damages and/or loss to Product, its components and/or parts from and/or due to shipment is not covered by this Limited Warranty. We recommend you on purchasing proper insurance and/or delivery signature request services that may be provided by a carrier and/or shipment service provider (if available) to reduce risk of loss/damages to your Product.

1.4. Express Limited Warranty and Disclaimer.

(a) THIS LIMITED WARRANTY HEREIN IS THE ONLY EXPRESS WARRANTY APPLICABLE TO PRODUCT AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. SEGWAY AND SEGWAY PARTIES DISCLAIM ALL OTHER EXPRESS WARRANTIES. SEGWAY AND OTHER SEGWAY PARTIES LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. (b) THE FOREGOING LIMITATIONS OR EXCLUSIONS OF WARRANTY SHALL SUBJECT TO ANY MANDATORY LAW THAT PROHIBITS SUCH EXCLUSION, LIMITATION,

RESTRICTION, OR MODIFICATION OF WARRANTY. FOR ANY WARRANTY THAT MAY APPLY HEREIN ON THE GROUND THAT SUCH WARRANTY IS MANDATED BY LAW AND CANNOT BE EFFECTIVELY EXCLUDED, RESTRICTED OR MODIFIED BY THE FOREGOING DISCLAIMER, THE DURATION OF ITS APPLICABILITY SHALL BE THE PERIOD PROVIDED BY THE LIMITED WARRANTY HEREIN OR THAT REQUIRED BY THE APPLICABLE COUNTRY/STATE LAW, WHICHEVER IS SHORTER. (c) SOME COUNTRIES/STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

To New Jersey consumers, Section 1.3(c) shall not apply to you. New Jersey consumers' warranty rights shall be interpreted and construed pursuant to New Jersey law.

2 Limited Warranty Service and Process, Product Maintenance and Repair.

2.1 Services and Process. Unless explicitly informing you otherwise in writing, warranty services will be provided by an authorized service provider of the Product that is an independent contractor. For warranty services, parts replaced by Segway will be retained by and become the property of Segway. Segway's online services are available at <https://support.segway.com/>. In the event the warranty services are required, please prepare for the following materials, including (i) proof of the original purchase of the Product from Segway Dealers, (ii) the Product's serial number, and (iii) description of the defect if applicable. By initiating and/or seeking for warranty claims and/or any claims under this Agreement, you agree to provide reasonable cooperation for the purpose of assessing your claim eligibility, processing your claim, and servicing Product. You agree to provide photos and/or videos that show how a Product is damaged and/or defective per reasonable requests of Segway. Upon verification of your eligibility to Limited Warranty and/or services, you should provide your name, email address, mailing address, and contact phone number. After receipt of reasonable and necessary information and document (s) requested by Segway and verification of eligibility to warranty services, Segway will issue you a Return Material Authorization ("RMA") to facilitate and process your product warranty services and/or warranty claim. Segway will direct you to an authorized service provider for warranty services. You shall exercise your warranty rights per RMA within thirty (30) days. If per the limited warranty, you will receive replacement parts/component from Segway directly, you agree that per Segway's request, you will properly dispose of defective / damaged parts/components and provide photo/video evidence. Failure to cooperate and/or provide materials and evidence requested by Segway may result in delay, suspension and/or denial of a claim under this Agreement. (WARNING: IF YOUR WARRANTY CLAIM(S) IS SAFETY RELATED, HAS SAFETY IMPLICATION AND/OR INVOLVES SAFETY RISK AND/OR CONCERN, YOU SHALL NOT USE THE PRODUCT UNTIL AND UNLESS IT IS PROPERLY INSPECTED, EXAMINED AND REPAIRED (IF NECESSARY) BY AN AUTHORIZED SERVICE PROVIDER.)

2.2 Warning and Stop Using If Abnormal or Defective. During your use of the Product, if you believe the Product or its component is defective and/or does not work correctly, PLEASE

IMMEDIATELY STOP USING THE PRODUCT, AND STORE THE PRODUCT PROPERLY. YOUR CONTINUED USE OF THE PRODUCT UNDER SUCH CIRCUMSTANCE MAY CAUSE SEVERE BODILY INJURY OR EVEN DEATH TO YOURSELF, THE OTHERS AND/OR CAUSE PROPERTY DAMAGES. Thereafter, please immediately contact Segway at technicalsupport@segway.com. Segway's technical support personnel are available to assist you online or over the phone in diagnosing the defect, and if any, and providing further instructions.

2.3 Shipping Fees. For warranty services, you shall be responsible for the cost of shipping / delivering of defective Product to Segway or an authorized service provider. The limited warranty does not include shipment / delivery of Products for warranty services. You must include your defective Product or component within the original or a proper packaging. If you do not have original and/or proper packaging box and/or other materials, Segway may provide it to you at your cost (for clarity, you are not required to buy). Segway is NOT responsible for risk of loss and damage to the product due to shipment, including both from you to Segway (or its authorized service dealer) and from Segway back to you.

2.4 Warranty Eligibility Determination and Disputes. An authorized service provider will inspect your returned Product. If per an authorized service provider's service report, Segway reasonably determines that the problem is not covered by the Limited Warranty, Segway will notify you and inform you of service or replacement alternatives that are available to you on a fee basis, or Product will be returned to you unrepaired. Segway reserves the right to charge you fees and costs related to such inspection services and shipment fees (if any), if it is fair and reasonable under the circumstances and permitted by law. In the event that any services is not covered by the Limited Warranty and you reject a paid service recommended by Segway Parties and/or Segway Dealer, you understand and acknowledge that failure to repair and/or services the Product may increase the risk of Product failure, and Product failure may result in severe property damages, severe bodily injury or death. You agree that this is your informed consent to take such risk. You have the right to dispute Segway's denial of warranty claim and/or services, and seek for remedies provided by law and this Agreement.

2.5 Repair / Services by Another Person and Use of Parts From Other Sources. To the extent any defect is covered by the limited warranty (as explicitly provided in this agreement), the limited warranty will provide repair, replacement (parts and/or whole unit, as Segway deems fit) and labor services free of charge. Shipment fees are not covered by the limited warranty. As a condition on this explicit limited warranty, a consumer shall follow the warranty services and RMA process as required by Section 2.1.

A consumer has the right to have other persons (i.e., a person that is not an authorized service provider) and/or unauthorized parts for repairing and/or servicing any issue and/or defect of a Product, if such issue and/or defect is NOT covered by the explicit limited warranty. This will not void the limited warranty. However, Segway and Segway Parties are not responsible for fees, costs and/or any damages caused by such other person's repair, services and/or use of unauthorized parts. Notably, a person may not be proper for servicing the Product, as this person

may not have sufficient training, skills and/or knowledge about the Product and how to properly service the Product. Additionally, certain parts, such as control board and/or battery from an unauthorized source may not be compatible with the Product. Improper repair, services and/or disassembly of the Product and/or its parts (such as battery) could be dangerous.

2.6 Limited Right to Return. The limited warranty provides a limited return right per Section 1.1. Other retailers or dealers may provide different return rights to their customers as they deem fit. Segway and Segway Parties are not responsible for return policies imposed by other retailers or dealers.

2.5 Maintenance. Maintenance is not covered by the Limited Warranty and it shall be at your own cost. Proper maintenance (including replacement of parts that are wore and tore) is essential for the well-being of the Product and user safety. *The Product User Manual provides general instructions and guidance on maintenance.* Improper, insufficient and/or lack of maintenance increases risk of the Product failure, and failure of the Product due to such reasons is not covered by the Limited Warranty. An authorized service provider of the Product is generally considered as a proper person to provide maintenance services. You have the right to choose a proper person (including yourself) to perform maintenance. You may perform maintenance services on your Product, if you have sufficient and necessary skills and knowledge on how to do it. This will not void the Limited Warranty. However, Segway Parties and/or Segway dealers shall not be responsible for any Product failure and/or damages to the Product, if that is caused by your improper and/or wrong maintenance.

3 Limited Warranty Eligibility.

3.1 Your service request must be received by Segway within the Limited Warranty Period as described above, and an authorized service provider assigned by Segway for the services must receive your Product for warranty services purpose within the Limited Warranty Period and in accordance with the Limited Warranty Service Process defined above.

3.2 Your Product must be purchased from an authorized Segway Dealer. In the event, certain states do not allow avoidance of the limited warranty on the ground that a Product is purchased from an unauthorized source, this Section 3.2 shall not apply to consumers in such states. However, Segway is not responsible for any damages to a Product caused by such unauthorized source / dealers.

3.3 You must provide the original purchase receipt.

3.4 Your Product must have serial number legible, unobscured, untampered, and unmodified.

3.5 All tamper-resistant seals must be intact, in place, and unmodified subject to Section 2.6.

3.6 The Limited Warranty is VOID, if the Product is used in the following activities: commercial purpose or rental. The Limited Warranty is for personal use only.

4 Limited Warranty Exclusions.

This Limited Warranty does not cover and excludes damages ,defect and/or failure of your Product or any component resulting from any of the following, each of which may result in your Limited Warranty being voided:

4.1 Damage or deterioration that occurs after the expiration or voiding of the warranty period.

4.2 Damages caused by human factors (except that it is caused by the manufacturer or Segway Parties) such as improper storage environment and/or conditions, improper transportation and/or transportation with improper road condition and/or package, damages by external force. Damages caused by improper / incorrect installment.

4.3 Normal wear and tear or deterioration, or superficial defects, cosmetic damages, dents or marks that do not impact performance of your Product.

4.4 Damage caused by accident, collision, abuse, misuse, fire, water, earthquake, act of God, corrosion, or other external cause. (This Product is water resistant to a certain degree. But exposing it liquids / water increases the risk of water damages. Damages caused by liquids / water is not covered by the warranty. If liquids/water damages important components / parts of products such as circuit board, control board, wires, electronic system and/or battery, it can result in significant and serious risk and hazards.)

4.5 Failure to use, operate or maintain / services your Product in accordance with the User' s Manual.

4.6 Damages caused by severe battery under-voltage, failure to properly recharge and/or maintain battery.

4.7 Modification, alternation.

4.8 If any serial number or device information has been removed or defaced from the Product.

4.9 Other malfunctions and damages not related to the Product's design, manufacturing, or quality.

5 DISCLAIMER AND LIMITATION OF LIABILITY

5.1 SEGWAY AND OTHER SEGWAY PARTIES DO NOT ASSUME OR AUTHORIZE ANYONE TO ASSUME ON ITS BEHALF, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, SERVICES, REPAIR, OR THIS LIMITED WARRANTY.

5.2 SEGWAY PARTIES AND SEGWAY DEALERS ARE NOT RESPONSIBLE FOR ANY

LOSS OF USE OF A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, OR FOR ANY INCONVENIENCE OR OTHER LOSS OR DAMAGE WHICH MIGHT BE CAUSED FROM ANY DEFECT IN A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, SERVICE REPAIR, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES YOU MAY HAVE AS A RESULT OF ANY DEFECT IN A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, OR SERVICE REPAIR. SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT THAT IT IS DISALLOWED BY APPLICABLE LAW.

5.3 IN NO EVENT SEGWAY, OTHER SEGWAY PARTIES AND SEGWAY DEALERS' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER ANY AND ALL APPLICABLE LAW OR THEORY, JOINTLY OR SEVERALLY, ARISING OUT OF OR RELATED TO THE PURCHASE OF THE PRODUCT, USE OF THE PRODUCT, BREACH OF CONTRACT, TORTS (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEEDS THE DUTY TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT, FURTHER SUBJECT TO SEGWAY' S SOLE AND EXCLUSIVE DISCRETION. IN NO EVENT SHALL BE SEGWAY, OTHER SEGWAY PARTIES AND SEGWAY DEALERS BE LIABLE TO ANY PERSON FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THE PURCHASE OF THE PRODUCT, ANY BREACH OF THIS AGREEMENT OR MANUFACTURER' S DUTIES REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SEGWAY OR OTHER SEGWAY PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED UNLESS SUCH LIMITATIONS AND EXCLUSIONS ARE PROHIBITED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS OR EXCLUSIONS APPLY EVEN IF AN AGGRIEVED CUSTOMER OR ANY OTHER PERSON' S (WHO MIGHT HAVE RIGHT OR CLAIM UNDER THIS AGREEMENT BY OPERATION OF LAW OR EQUITY) REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE. IN THE EVENT SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN OR ALL OF THE FOREGOING DAMAGES, SO TO THE EXTENT THAT SUCH LIMITATIONS OR EXCLUSIONS ARE NOT ALLOWED BY LAW, THEY MAY NOT APPLY TO YOU. SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO TO THE EXTENT THAT SUCH LIMITATIONS OR EXCLUSIONS ARE NOT ALLOWED BY LAW, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

5.4 To the extent permitted by applicable law, SEGWAY PARTIES hereby DISCLAIM any liability and thereby shall not be responsible for any damages, including but not limited to death, bodily injury, or damages to property, arising out of or related to any conduct (including misconduct), action, inaction, act (including failure to act), omission or negligence by any

authorized or unauthorized dealer, distributor, wholesaler, retailer, service provider or third party that involves into the distribution of Product or the services thereto. To the extent permitted by applicable law, the explicit representations and warranties, if any, provided herein, shall be the only warranties and representations made by SEGWAY PARTIES to YOU, any consumer, and/or end-user. SEGWAY PARTIES shall not be responsible for any other warranties and/or representations that may be given and/or provided by another person unless Segway Parties have in a written form explicitly authorized such additional warranty and/or representation to be given to consumer or end-user.

5.5 If you are a New Jersey consumer, sections 5.2 – 5.4 shall not apply to you. FOR NEW JERSEY CONSUMERS, TO THE EXTENT PERMITTED BY NEW JERSEY LAW, SEGWAY PARTIES AND SEGWAY DEALERS ARE NOT RESPONSIBLE FOR ANY LOSS OF USE OF A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, OR FOR ANY INCONVENIENCE OR OTHER LOSS OR DAMAGE WHICH MIGHT BE CAUSED FROM ANY DEFECT IN A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, SERVICE REPAIR, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, YOU MAY HAVE AS A RESULT OF ANY DEFECT IN A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, OR SERVICE REPAIR.

6 Claims, Dispute Resolution, Class Action and Jury Trial Waiver, Mandatory Arbitration.

THE CLAUSES CONTAINED HEREIN ARE LEGALLY BINDING BETWEEN YOU AND SEGWAY PARTIES AND SEGWAY DEALERS. THE CLAUSES CONTAINED HEREIN MAY AFFECT YOUR RIGHTS, AND IT IS YOUR RESPONSIBILITY TO READ THE FOLLOWING SECTIONS. YOU CAN OPT OUT OF THE AGREEMENT WITHIN 30 CALENDAR DAYS OF THE FIRST CONSUMER PURCHASE BY EMAILING OPTOUT@SEGWAY.COM AND PROVIDING THE APPLICABLE INFORMATION. FOR MORE DETAILS, PLEASE SEE SECTION 6.3.

6.1 Binding Arbitration. Segway Parties, Segway Dealers, and you agree that any dispute, controversy, or claim arising out of, related to or in connection with this Agreement, the limited warranty, the sale, condition, or performance of the Product, whether based in contract, tort, fraud, misrepresentation or any other legal theory at law or in equity, including but not limited to any claims for death, injury or property damages, shall be submitted to binding arbitration upon the request of either party upon the service of that request on the other party.

6.2 American Arbitration Association Arbitration. The arbitration shall be conducted by the American Arbitration Association (AAA) according to its Consumer Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively “AAA Rules”). The AAA Rules are available online at adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the “Liability Disclaimer and Limitation” clause herein subject to the applicable law.

6.3 Jurisdiction. The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of the arbitration agreement. The arbitrator shall have the power to determine the existence or validity of a contract of which an arbitration clause forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause. A party must object to the jurisdiction of the arbitrator or to the arbitrability of a claim or counterclaim no later than the filing of the answering statement to the claim or counterclaim that gives rise to the objection. The arbitrator may rule on such objections as a preliminary matter or as part of the final award.

6.4. Waiver of Jury Trial. You waive the right to have your claim heard in a court of law and by a jury. To the extent permitted by law, all your claims and disputes related to subject matters herein shall be finally resolved by arbitration. In the event the arbitration clause is unenforceable and/or void to certain claims and/or disputes due to prohibition of law, the arbitration clause shall apply to the other claims and disputes.

6.5 Class Action / Class Arbitration Waiver. You waive the right to participate in class actions arising from or relating to all claims and disputes with Segway Parties and/or Segway Dealers. You agree to arbitrate solely on an individual basis. This Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration Agreement will remain in force.

6.6 Small Claim.

If a party's claim is within the jurisdiction of a small claims court, either party may choose to take the claim to that court instead of arbitration as follows: (a) The parties may take their claims to small claims court without first filing with the AAA; (b) After a case is filed with the AAA, but before the arbitrator is formally appointed to the case by the AAA, a party can send a written notice to the opposing party and the AAA that it wants the case decided by a small claims court. After receiving this notice, the AAA will administratively close the case, and (c) After the arbitrator is appointed, if a party wants to take the case to small claims court and notifies the opposing party and the AAA, it is up to the arbitrator to determine if the case should be decided in arbitration or if the arbitration case should be closed and the dispute decided in small claims court.

6.7 Opt-Out.

YOU MAY OPT OUT OF THIS DISPUTE RESOLUTION PROCEDURE BY PROVIDING NOTICE TO SEGWAY PARTIES NO LATER THAN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE FIRST CONSUMER PURCHASER'S PURCHASE OF THE PRODUCT. TO OPT-OUT, YOU MUST SEND NOTICE BY EMAIL TO SEGWAY AT

OPTOUT@SEGWAY.COM, WITH THE SUBJECT LINE: "ARBITRATION OPT-OUT." THE OPT-OUT NOTICE BY E-MAIL MUST INCLUDE (A) YOUR NAME, EMAIL ADDRESS, MAILING ADDRESS, AND PHONE NUMBER; (B) THE DATE ON WHICH THE PRODUCT WAS PURCHASED; (C) THE PRODUCT MODEL NAME OR MODEL NUMBER; AND (D) THE SERIAL NUMBER. ALTERNATIVELY, YOU MAY OPT OUT BY SENDING AN ELECTION TO OPT-OUT LETTER TO SEGWAY AT SEGWAY INC., SEGWAY INC. P.O. BOX 661805, Arcadia, CA, 91066, USA VIA CERTIFIED MAIL WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE FIRST END USER'S PURCHASE OF THE PRODUCT FROM SEGWAY DEALER. THE OPT-OUT LETTER SHALL CONTAIN THE FOLLOWING INFORMATION: (A) YOUR NAME, EMAIL ADDRESS, MAILING ADDRESS, AND PHONE NUMBER; (B) THE DATE ON WHICH THE PRODUCT WAS PURCHASED; (C) THE PRODUCT MODEL NAME OR MODEL NUMBER; (D) THE SERIAL NUMBER; AND (E) AN STATEMENT AS FOLLOWS: THE ABOVE CONSUMER ELECTS TO OPT-OUT THE DISPUTE RESOLUTION PROCEDURE AS PROVIDED BY THIS LIMITED WARRANTY, THESE ARE THE ONLY TWO EFFECTIVE WAYS TO OPT-OUT THIS DISPUTE RESOLUTION PROCEDURE. ELECTION TO OPT-OUT THIS DISPUTE RESOLUTION PROCEDURE WILL NOT AFFECT THE COVERAGE OF THE LIMITED WARRANTY IN ANY WAY, AND YOU WILL CONTINUE TO ENJOY THE BENEFITS OF THE LIMITED WARRANTY.

6.8 Procedure.

A. The following is a description of the arbitration process A. Mail a Notice of Dispute to Segway. Before initiating an arbitration against Segway Parties and/or Segway Dealers, you must first notify Segway Parties and/or Segway Dealers of your dispute in good faith. Please include your contact information, your concerns, and the relief you intend to seek from Segway Parties and/or Segway Dealers, and any information you believe would help resolve the dispute. Segway Parties and/or Segway Dealers will review your Notice of Dispute to determine whether Segway Parties and/or Segway Dealers may settle it with you to avoid arbitration. The notice should be sent by certified mail to Attention: Disputes, Segway Inc P.O. BOX 661805, Arcadia, CA, 91066, USA. Please keep a copy of your notice for your records.

B. Wait 30 Days. Segway Parties and/or Segway Dealers will review your Notice of Dispute within thirty (30) days of Segway's receipt of your Notice of Dispute. If you do not hear from Segway within thirty (30) days of its receipt of your Notice of Dispute, you may proceed with filing an arbitration claim against Segway Parties and/or Segway Dealers. Should Segway provide you a written settlement offer, please keep this settlement offer because Segway Parties and/or Segway Dealers and you will be required to show this settlement offer to the arbitrator. Notwithstanding the foregoing, such offer, if any, shall not be shown to the arbitrator until after the arbitrator's determination on the merits of your claim.

C. Complete a Demand for Arbitration. You can initiate arbitration by completing a Demand for Arbitration that includes a basic statement of the (i) names and addresses and telephone numbers of the parties involved; (ii) your description of the dispute; and (iii) your short statement detailing why you are entitled to relief.

D. Send Segway Parties and/or Segway Dealers Your Demand for Arbitration. You can send Segway Parties and/or Segway Dealers your Demand for Arbitration at the following address: Attention: Disputes, Segway Inc., 405 E Santa Clara St., Arcadia, CA 91006. Please keep a copy of your notice for your record.

E. Send AAA Two (2) Copies of Your Demand for Arbitration. The Demand for Arbitration includes the address that you are to send two (2) copies of your Demand for Arbitration. This address is AAA Case Filing Services at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, subject to amendment and/or update by AAA. You should also include a copy of this warranty policy and the appropriate filing fee. Segway Parties will reimburse you for this filing fee. If you cannot afford to pay the filing fee, please contact Segway, and Segway will pay the filing fee for you if your claims seek a remedy less than \$75,000. AAA has an online filing option that you can find on its website: www.adr.org.

F. AAA Appointment of Arbitrator. If no claim in the arbitration exceeds \$75,000, the AAA will appoint an arbitrator and notify you and Segway Parties and/or Segway Dealers of the arbitrator's name and qualification. The AAA requires all arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys. If the arbitrator has any such relationship, the AAA will inform Segway Parties and you. If either you or Segway Parties object to the AAA's choice of arbitrator, we'll have seven (7) days to inform the AAA.

G. Choose the Hearing You Would Like. Unless you and Segway Parties agree to have any arbitration hearings somewhere else, the arbitration will take place in the county (or parish) that you purchase the Product. If your claim is for \$10,000 or less, you may choose to have the hearing conducted by telephone or in-person. Alternatively, you may choose to proceed to conduct the entire arbitration through written correspondence with the arbitrator that doesn't include an interactive hearing. Once the AAA has commenced the arbitration, you have ten (10) days to inform the AAA of your choice of hearing. If you don't make a choice, the AAA will conduct the arbitration by written correspondence without an interactive hearing. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Those rules currently provide for an in-person hearing if your claim exceeds \$10,000, but you and Segway Parties may agree whether that hearing is in person or by telephone or whether to instead proceed with written correspondence.

H. Arbitrator's Decision. Within fourteen (14) days from the conclusion of the in-person or telephone hearing, or from the submission of all written evidence to the arbitrator if you have elected to conduct the arbitration through written correspondence, the arbitrator will render a written decision. That decision will include the essential findings and conclusions upon which the arbitrator based his or her award. Segway Parties will immediately respond to the arbitrator notifying the arbitrator whether, and to what extent, Segway Parties will abide by the decision, perform the obligations it has agreed to do. Any decision by the arbitrator may be utilized by any party for any reason.

I. The parties agree to keep strictly confidential any conduct, communication, and information disclosed and/or communicated to the other party under Section 6, including but not limited to the existence of dispute resolution, mediation (if the parties agree to conduct mediation), settlement, arbitration, arbitral proceedings, submissions made by the parties and the decisions made by arbitral tribunal, including its awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law.

6.9 Survival. Section 6 shall survive upon termination or expiration of this Agreement and/or limited warranty or in the event that this Agreement and/or the limited warranty is held as void, avoidable, invalid, or unenforceable, either in whole or part, by a competent adjudication institution with actual authority and jurisdiction over this matter.

6.10 Federal Arbitration Act. The Federal Arbitration Act governs this arbitration clause. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs its interpretation and enforcement.

7 Statute of Limitation.

The parties agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to this Agreement, the Limited Warranty, the sale, condition, or performance of the Product, any subject matters herein, whether based in contract, tort, fraud, misrepresentation or any other legal theory at law or in equity, including but not limited to any claims for death, injury or property damages, must be filed with one (1) year after such claim or cause of action arose or shall be forever barred.

8 Severability.

If any term, clause, or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term, clause or provision of this Agreement or invalidate or render unenforceable such term, clause or provision in any other jurisdiction. Upon a determination that any term, clause, or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith, and if negotiation fails, the arbitral tribunal may modify this Agreement to give affect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. To New Jersey consumers, Section 8 shall be interpreted and construed pursuant to New Jersey law.

9 Language

This Agreement may be translated into different languages. In the event of a conflict, the English version shall prevail and control.

10 Contact

Visit www.segway.com for the latest contact information. Technical Support Email: technicalsupport@segway.com The Product is manufactured by Ninebot New Energy Technology (Beijing) Co., Ltd. and distributed by Segway Inc., P.O. BOX 661805, Arcadia, CA, 91066, USA.

