

## North American Limited Warranty and Arbitration Agreement

by **SEGWAY**

The manufacturer reserves the right to make changes to the product, release firmware updates, and update this manual at any time. Visit [www.segway.com](http://www.segway.com) or check the App to download the latest user materials. You must install the App, activate your KickScooter, and obtain the latest updates and safety instructions.

[www.segway.com](http://www.segway.com)

**ninebot<sup>®</sup> KickScooter**  
(Certified Refurbished)

NOTICE: PLEASE READ THIS LIMITED WARRANTY AND ARBITRATION AGREEMENT AND KEEP THIS AGREEMENT FOR FUTURE REFERENCE. THIS AGREEMENT CONTAINS LIMITED WARRANTY CLAUSES AND ARBITRATION CLAUSES WITH RESPECT TO SEGWAY KICKSCOOTER ("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"), SEGWAY INC. ("SEGWAY"), AND THEIR AFFILIATES (INCLUDING BUT NOT LIMITED TO THEIR PARENT COMPANY, SUBSIDIARY, AFFILIATED COMPANIES, PREDECESSOR, SUBSEQUENT COMPANY, ADMINISTRATORS, SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AND SHAREHOLDERS) (COLLECTIVELY "SEGWAY PARTIES"), SEGWAY DEALERS AND THEIR AFFILIATES (AUTHORIZED PRODUCT RETAILER AND SERVICE PROVIDER SHALL BE REFERRED TO AS "SEGWAY DEALER" AND THEIR AFFILIATES ARE COLLECTIVELY REFERRED TO AS "SEGWAY DEALERS").

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.

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.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT:

<https://www.segway.com/warranty-information>, AND IN THE DOCUMENTATION PROVIDED WITH THE PRODUCT.

This information was last updated April, 2023.

## 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 MAY CAUSE SEVERE BODILY INJURY OR EVEN DEATH OR PROPERTY DAMAGES.

PLEASE READ EACH AND EVERY SECTION OF THIS DOCUMENT 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, OPERATE AND/OR RIDE ON 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, OPERATING, AND/OR RIDING ON THE PRODUCT. PARENTAL OR LEGAL GUARDIAN SUPERVISION IS REQUIRED AT ALL TIMES. PROTECTIVE GEAR AND PROPER HELMET MUST BE USED WHILE USING, OPERATING, AND/OR RIDING ON THE PRODUCT.

### 1.Limited Warranty.

This Limited Warranty by Segway covers only defect(s) in material or workmanship of the Product under normal use that may exist at the time when it is sold by Segway, and the Limited Warranty by Segway 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 and/or deterioration associated with use of the Product. 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 Product in accordance with this Limited Warranty. The applicable Limited Warranty Period commences on the first date that a new Product is purchased from an

authorized retailer of the Product. 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.

Name of the Component	Limited Warranty Period
Frame Assembly Wheel Hub Motor Assembly Controller Assembly Handlebar Stem Top Dashboard Assembly Folding Front Fork Assembly Folding Pedal Assembly Spring Wire Bundle Stem Chasis Lighting Wire Bundle Rear Fork Assembly Charging Port Chasis Metal Cap Battery Assembly Charger Brake Lever Twist-grip Throttle	180 Days
Handlebar Grip Handlebar Tube Rear Wheel Assembly Front Light Assembly Front & Rear Fender Taillight Assembly Decorative Strip Chasis Light Assembly Outer Shell Decorative Cover Kickstand Plugs	90 Days

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.

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. 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, THIS PARAGRAPH SHALL NOT APPLY TO YOU.)

2.Limited Warranty Service and Maintenance.

Warranty services will be made at no charge to you for labor and parts. 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 <http://www.segway.com/support/after-sale-service-polices/>. 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](mailto: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. 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. 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. (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.)

You shall be responsible for the cost of shipping and risk of loss and damage that may occur during the shipment from you to Segway and (ii) from Segway to you. You must include your defective Product or component within the original or Segway approved packaging, which will be provided at your cost, for shipment of the Product to Segway. You shall defend, indemnify, and hold Segway harmless any loss and/or damages that may be caused by your improper packaging or shipment of the Product or component to Segway.

An authorized service provider of Product 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 unrepai red. 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. 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 fall and/or Product failure which may result in severe property damages, severe bodily injury or death, and 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 afforded by law and this Agreement.

Maintenance is not covered by the Limited Warranty and it shall be at your own cost. Proper maintenance is essential for the well-being of the Product. 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 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, but any Product failure, defect and/or damages to other part of the Product that is caused by your improper maintenance shall not be covered by the Limited Warranty and are at your own risk and cost.

### 3.Limited Warranty Eligibility.

3.1Your service request must be received by Segway within the Limited Warranty Period as described above, and the 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.

3.2Your Product must be purchased from an authorized Segway Dealer.

3.3You must provide the original purchase receipt.

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

3.5All tamper-resistant seals must be intact, in place, and unmodified.

3.6If the Product is NOT serviced and/or repaired by an authorized service provider, and/or if aftermarket, unauthorized or recycled part is used to repair the Product, this will not void the Limited Warranty. However, Segway and the Limited Warranty shall not be responsible for any Product failure, defect and/or damages to the other part of the Product that is caused by such unauthorized services and/or repair, and/or use of such aftermarket or recycled parts.

3.7The Limited Warranty is VOID, if the Product is used in the following activities: racing, competition or rental.

### 4.Limited Warranty Exclusions.

This Limited Warranty does not cover and excludes damage to, defect in and/or failure of your Product or any component thereof caused by:

4.1Abuse, misuse, recklessness, negligence, or commercial use.

4.2Improper charging, storage, maintenance, and/or operation of the Product.

4.3Use of the Product not in compliance with applicable laws and regulations.

4.4Accident, collision, riding at an unsafe speed and/or road conditions and/or environment

4.5fire damage, water damage, chemical damage, damages caused by outside forces, use of the Product outside of the Product's working temperature range, high-pressure water spray, earthquake, dropping, loading with excessive weights.

4.6Modifications of Products including mechanical parts, electronic parts, and/or software embedded in the Product that is not explicitly and clearly authorized by Segway in writing.

4.7Subject to section 3.6, improper service, repair, installation, and maintenance by person(s) that is not an authorized service provider of the Product.

4.8Subject to section 3.6, use of non-genuine Segway parts or parts not authorized by Segway, incorporation or use of unsuitable attachments or parts.

4.9Cosmetic damages.

4.10Normal deterioration associated with use of Product, wear and tear.

4.11Shipment of the Product to an authorized service provider or service center for service.

4.12Vandalism, theft, crime.

4.13Natural disaster, act of nature.

## 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 DAMAGED, YOU MAY HAVE AS A RESULT OF ANY DEFECT IN A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, OR SERVICE REPAIR.

## 6.Claims, Dispute Resolution and 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.

### 6.1Binding 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.

The arbitration shall be conducted by the American Arbitration Association (AAA) according to its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively “AAA Rules”). The AAA Rules are available online at [adr.org](http://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. The arbitration tribunal shall have the power to rule on any challenge to its jurisdiction or to the validity or enforceability of any portion of the Agreement to arbitrate. Any decision of the arbitrator shall be final and may be entered into any judgment in any court of competent jurisdiction. You waive the right to have your claim heard in a court of law and by a jury.

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 and that 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.

Section 6 “Claims and Dispute Resolution” clause 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.

Segway Parties and Segway Dealer require, and you hereby agree that you shall arbitrate your claims against Segway Parties and/or Segway Dealers according to the arbitration described above before you exercise your rights according to the title of the Magnuson-Moss Warranty Act. Title I of the Magnuson-Moss Warranty Act does not require you to pursue rights and remedies available to you that are not provided by the Title I of Magnuson-Moss Warranty Act.

## 6.2 Small Claim

For any arbitration in which your total claims, exclusive of attorney fees and expert witness fees, is \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees, and costs as part of any award on the condition of the arbitrator's actual and affirmative finding that the claim is non-frivolous. In a Small Claim case, you are required to pay no more than half of the total administrative, facility, and arbitrator fees, or \$50.00 of such fees, whichever is less, and Segway Parties shall pay the remainder of such fees. In a Small Claim case, Segway Parties shall not recover any attorney fees provided that your claim is non-frivolous. Administrative, facility, and arbitrator fees for arbitrations in which your total claimed damages, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim"), shall be determined according to AAA Rules. In a Large Claim case, the arbitrator may grant to the prevailing party or apportion among the parties reasonable attorney fees, expert witness fees, and costs. The arbitrator shall be entitled to award declaratory or injunctive relief upon request by any party.

## 6.3 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 3925, ALHAMBRA, CA 91803, 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.

## 6.4 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.

## 6.5 Procedure

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., 14 Technology Drive, Bedford, NH 03110. 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., 14

Technology Drive, Bedford, NH 03110. 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](http://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 (Claims, Dispute Resolution and Mandatory arbitration), 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.

#### Section 7 Statute of Limitation

The parties agree that any direct or indirect 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, must be commenced within one year after the cause of action has occurred.

#### Section 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 effect 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.

#### Section 9 Language.



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

#### Section 10 Contact.

Visit [www.segway.com](http://www.segway.com) for the latest contact information.

Technical Support Email: [technicalsupport@segway.com](mailto:technicalsupport@segway.com)

The Product is manufactured by Ninebot (Beijing) Tech Co., Ltd.,

and distributed by Segway Inc., 405 E Santa Clara St Arcadia, CA 91006