Kite Mobility

Terms & Conditions

Kite Mobility 1

Section 1 - Welcome, Scope & Agreement to Terms 4

Section 2 - Definitions 6

Section 3 - Eligibility & Account Requirements 11

Section 4 - Reservations, Availability & Pricing 15

Section 5 - Pickups, Trip Extensions, Cancellations & No-Shows 19

Section 6 — Vehicle Use & Safe Operation 23

Section 7 - Vehicle-Specific Rules for Electric Vehicles, E-Bikes & E-Scooters 28

Section 8 - Charging, Parking & Vehicle Return 33

Section 9 - Fees, Payments, Tickets, Tolls & Charges 38

Section 10 - Insurance & Collision Responsibility 44

Section 11 - Accidents, Damage, Breakdowns, Theft & Lost Property 49

Section 12 - Cleanliness, Smoking, Pets & Customer Conduct 55

Section 13 - Customer Support, Service Issues & Communications 61

Section 14 - Suspension, Termination & Account Restrictions 67

Section 15 - Privacy, Data & App Use 72

Section 16 - Liability, Governing Law & Miscellaneous 78

Section 1 - Welcome, Scope & Agreement to Terms

1.1 Welcome to Kite Mobility

Welcome to **Kite Mobility**.

Kite Mobility Inc. provides access to shared electric mobility options through participating residential, commercial, hospitality, and mixed-use properties. Depending on the location and available fleet, Kite's services may include electric vehicles, e-bikes, e-scooters, charging equipment, mobile app access, reservations, memberships, customer support, and related mobility services.

These Terms & Conditions apply to your access to and use of the Kite Mobility platform, including the Kite Mobility mobile application, website, vehicles, e-bikes, e-scooters, equipment, memberships, reservations, payments, support services, and any other products or services made available by Kite.

For ease of reference, **"Kite," "we," "us," and "our"** refer to Kite Mobility Inc. **"You," "your," "user," and "member"** refer to the individual who creates an account, makes a reservation, accesses a vehicle, uses the Kite Mobility app, or otherwise participates in the Kite Mobility program.

1.2 Acceptance of These Terms

By creating a Kite account, using the Kite Mobility app, making a reservation, purchasing or using a membership or ride package, accessing a vehicle or mobility device, or using any Kite service, you confirm that you have read, understood, and agree to be bound by these Terms.

If you do not agree to these Terms, you may not create an account, make a reservation, access a vehicle, or use the Kite Mobility services.

1.3 Related Policies and Agreements

These Terms are intended to work together with any other policies, notices, waivers, releases, app terms, pricing disclosures, insurance requirements, property-specific rules, and privacy policies made available by Kite from time to time.

Depending on the vehicle, property, jurisdiction, or type of service, you may also be required to review and accept additional documents before using the service, including an assumption of risk, waiver and release, vehicle-specific instructions, property access rules, or insurance-related acknowledgements.

Where specific rules, pricing, vehicle availability, membership terms, or operating instructions are displayed in the Kite app, on Kite's website, in a reservation confirmation, or at a participating property, those rules may also apply to your use of the service.

1.4 Property-Specific Availability

Kite is offered through participating properties and communities. Available vehicles, vehicle types, operating hours, parking locations, charging facilities, membership options, and pricing may vary by property.

Kite may update, modify, suspend, or discontinue any part of the service at any time, including vehicle availability, reservation rules, supported vehicle types, app features, membership programs, operating areas, or participating locations.

1.5 Terms Control

These Terms are intended to provide the primary rules governing use of the Kite Mobility services. The FAQ, website, app screens, customer support materials, and user guides are intended to help explain how the service works, but they should remain consistent with these Terms.

If a conflict arises between these Terms and another Kite policy or communication, Kite may determine which policy applies based on the specific reservation, property, vehicle, membership, or service involved, subject to applicable law.

Section 2 - Definitions

For the purposes of these Terms, the following definitions apply.

2.1 Account

“Account” means the Kite Mobility user profile created by an individual through the Kite Mobility app, website, or any other registration process approved by Kite.

2.2 Active Trip

“Active Trip” means the period beginning when a User starts, unlocks, accesses, or takes possession of a Vehicle or Equipment, and ending only when the Vehicle and Equipment have been properly returned, secured, and the trip has been ended through the Kite Mobility app.

2.3 App

“App” means the Kite Mobility mobile application used to create an Account, view vehicle availability, make Reservations, access Vehicles, manage Trips, request Trip extensions, process payments, communicate with Customer Support, and use other Kite services.

2.4 Approved Charging Station

“Approved Charging Station” means a charging station, charging dock, charging cable, or other charging facility made available or approved by Kite, a Participating Property, or an approved third-party charging provider.

2.5 Authorized User

“Authorized User” means an individual who has created an Account, accepted these Terms, satisfied Kite’s eligibility requirements, and been approved by Kite to access or use the applicable Vehicle, Equipment, or Service.

2.6 Charges or Fees

“Charges” or **“Fees”** means any amounts payable by a User in connection with the Services, including reservation charges, hourly charges, per-minute charges, membership fees, ride package charges, overage charges, late return fees, cleaning fees, damage charges, replacement costs, parking charges, tickets, tolls, fines, administrative fees, taxes, processing fees, insurance deductibles, and any other applicable amounts.

2.7 Charging Equipment

“Charging Equipment” means any charging station, charging cable, charging dock, charger, adapter, battery, battery system, electrical connection, or related charging infrastructure made available by Kite, a Participating Property, or an approved third-party charging provider.

2.8 Customer Support

“Customer Support” means the Kite support channels made available to Users, including support through the App, email, phone, website, or any other support method designated by Kite.

2.9 Deductible

“Deductible” means the applicable insurance deductible, damage responsibility amount, uninsured amount, or other amount that may be payable in connection with a collision, accident, damage event, theft, loss, or insurance claim involving a Vehicle or Equipment during a Reservation, Trip, or Active Trip.

2.10 Designated Location

“Designated Location” means the Kite-approved parking space, charging location, docking station, storage area, fleet amenity area, building location, property location, or other pickup or return location assigned to a Vehicle, Equipment, or Participating Property.

2.11 E-Bike

“E-Bike” means an electric bicycle made available through Kite.

2.12 E-Scooter

“E-Scooter” means an electric scooter or similar micromobility device made available through Kite.

2.13 Electric Vehicle or EV

“Electric Vehicle” or **“EV”** means an electric car, automobile, or other road vehicle made available through Kite.

2.14 Equipment

“Equipment” means any Vehicle, key, key card, fob, access card, lock, lockbox, helmet, charger, charging cable, adapter, battery, docking equipment, vehicle accessory,

safety item, or other item provided by Kite, located in or around a Vehicle, or made available in connection with a Vehicle or Service.

2.15 Incident

“Incident” means any collision, accident, breakdown, damage event, theft, loss, injury, safety concern, parking issue, ticket, towing event, charging issue, or other event involving a Vehicle, Equipment, User, third party, or property during a Reservation, Trip, or Active Trip.

2.16 Kite, We, Us, or Our

“Kite,” “we,” “us,” and **“our”** mean Kite Mobility Inc., together with its employees, contractors, service providers, partners, agents, and representatives, where applicable.

2.17 Kite Pass

“Kite Pass” means a monthly membership option offered by Kite that may include discounted ride rates, flexible access, and other benefits for regular Users, subject to the membership terms, pricing, eligibility rules, and availability published by Kite from time to time.

2.18 Member

“Member” means a User who has enrolled in Kite Pass or any other subscription, membership, package, promotional plan, or recurring program offered by Kite.

2.19 Participating Property

“Participating Property” means a residential, commercial, hospitality, mixed-use, or other property or community where Kite makes Vehicles, Equipment, or Services available to eligible Users.

2.20 Payment Method

“Payment Method” means the credit card, debit card, digital wallet, account payment method, or other approved payment method provided by a User and accepted by Kite.

2.21 Reservation

“Reservation” means a booking, hold, ride package, scheduled use period, or other confirmed usage period created through the Kite Mobility app or another booking method approved by Kite.

Reservations are subject to vehicle availability, applicable pricing, property-specific rules, and any time limits displayed in the App.

2.22 Reservation Period

“Reservation Period” means the scheduled period of time for which a Vehicle is reserved, including any approved extension.

2.23 Ride Package

“Ride Package” means a selected block of vehicle usage time, bundled trip option, promotional package, or other pre-set usage product made available by Kite.

Additional time beyond a selected Ride Package may be billed at the applicable hourly or per-minute rate.

2.24 Services

“Services” means all products, services, features, and programs made available by Kite, including the Kite Mobility app, website, account registration, reservations, vehicle access, electric vehicles, e-bikes, e-scooters, charging services, memberships, ride packages, payment processing, customer support, and related mobility services.

2.25 Terms

“Terms” means these Kite Mobility Terms & Conditions, together with any related policies, notices, waivers, releases, app terms, pricing disclosures, insurance requirements, vehicle instructions, property-specific rules, or other documents incorporated by reference.

2.26 Trip

“Trip” means the use of a Vehicle during a Reservation or Active Trip, including the time from scheduled start, unlock, access, or use of the Vehicle until the Vehicle is returned, secured, and the trip is ended through the Kite Mobility app.

2.27 User, You, or Your

“User,” “you,” and **“your”** mean any individual who creates an Account, makes a Reservation, accesses a Vehicle, uses Equipment, uses the App, participates in a membership program, or otherwise uses the Services.

2.28 Vehicle

“Vehicle” means any electric vehicle, electric car, e-bike, e-scooter, or other mobility device made available by Kite.

Section 3 - Eligibility & Account Requirements

3.1 Eligibility to Use Kite

To access or use the Services, you must meet Kite's eligibility requirements for the applicable Vehicle, Service, Participating Property, and jurisdiction.

At a minimum, you must:

1. Create and maintain an active Kite Account;
2. Provide accurate, current, and complete registration information;
3. Maintain a valid Payment Method accepted by Kite;
4. Meet the age, licensing, verification, and insurance eligibility requirements applicable to the Vehicle you reserve or use;
5. Be authorized to access the applicable Participating Property or Kite location, where required;
6. Accept these Terms and any related policies, waivers, releases, insurance acknowledgements, or property-specific rules; and
7. Comply with all applicable laws, regulations, and safety requirements.

Kite may approve, decline, restrict, suspend, or terminate access to the Services where a User does not meet, or no longer meets, Kite's eligibility requirements.

3.2 Age Requirements

Unless a higher age is required by law, insurance requirements, property rules, or Kite policy:

1. You must be at least **18 years old** to operate an E-Bike or E-Scooter; and
2. You must be at least **23 years old** to operate an Electric Vehicle.

Kite may require proof of age at registration, before a Reservation, or at any time during your use of the Services.

3.3 Driver's Licence Requirements

To operate an Electric Vehicle, you must hold a valid driver's licence that is accepted by Kite and valid in the jurisdiction where the Vehicle is operated.

Your driver's licence must be current, unrestricted, and in good standing. You may not operate an Electric Vehicle if your licence is expired, suspended, revoked, cancelled, restricted in a way that prevents lawful operation, or otherwise not accepted under Kite's eligibility, insurance, or safety requirements.

Kite may require licence verification before approving your Account and may periodically re-verify your licence status.

3.4 Driving Record and Insurance Eligibility

You must satisfy Kite's driving record, insurance, and risk eligibility requirements.

Kite may deny, restrict, suspend, or terminate access to Electric Vehicles if you have driving restrictions, pending infractions, recent serious violations, impaired driving offences, insurance disqualification issues, unpaid claims, or any other driving history that Kite determines may affect eligibility, safety, insurance coverage, or operational risk.

You agree to promptly notify Kite if your driver's licence is suspended, restricted, revoked, expired, or otherwise becomes invalid, or if any event occurs that may affect your eligibility to operate a Vehicle.

3.5 Identity Verification

Kite may require identity verification, licence verification, payment verification, property access verification, insurance eligibility screening, or other onboarding checks before allowing you to create an Account, make a Reservation, access a Vehicle, or continue using the Services.

You agree to provide accurate information and documentation when requested.

Failure to complete verification, providing false or misleading information, or attempting to bypass eligibility checks may result in account suspension or termination.

3.6 Payment Method Required

You must maintain a valid Payment Method on file to use the Services.

By adding a Payment Method, you authorize Kite to charge that Payment Method for all applicable Charges and Fees, including reservation charges, usage charges, membership fees, taxes, processing fees, late fees, cleaning fees, damage charges, fines, tolls, tickets, replacement costs, insurance deductibles, and any other amounts payable under these Terms.

If your Payment Method is declined, expired, cancelled, disputed, or otherwise unavailable, Kite may restrict or suspend your ability to make Reservations or use the Services until all outstanding amounts are paid.

3.7 Personal Account Use

Your Account is personal to you.

You may not sell, assign, lend, transfer, share, or allow another person to use your Account, login credentials, app access, QR code, reservation, Vehicle access, or membership benefits.

Only the Authorized User associated with the Reservation may unlock, access, operate, or take possession of a Vehicle, unless Kite has expressly approved another Authorized User to do so through the App or another approved process.

3.8 Other Users, Family Members, Guests, and Passengers

Family members, spouses, friends, guests, residents, tenants, or other individuals may use Kite only if they create their own Account, accept these Terms, satisfy all applicable eligibility requirements, and are approved by Kite.

A User may not transfer an Active Trip to another person.

Passenger rules will depend on the type of Vehicle. Passengers may be permitted in Electric Vehicles only where allowed by law, vehicle seating capacity, and these Terms. Passengers are not permitted on E-Bikes or E-Scooters unless the device is specifically designed and approved by Kite for more than one rider.

3.9 Physical Ability and Fitness to Operate

You may use a Vehicle only if you are physically and mentally able to operate it safely.

For E-Bikes and E-Scooters, you must be able to safely balance, control, steer, brake, park, and secure the Vehicle.

You may not use any Vehicle while impaired by alcohol, cannabis, drugs, medication, fatigue, illness, distraction, or any other condition that could affect safe operation.

3.10 Property Access and Community Eligibility

Some Kite Services are available only to residents, tenants, hotel guests, employees, property staff, invited users, or other authorized community members of a Participating Property.

Kite may require confirmation of your eligibility to access a Participating Property. If you are no longer authorized to access a Participating Property, Kite may limit, suspend, or remove your access to Vehicles or Services associated with that property.

3.11 Ongoing Eligibility

Eligibility is not a one-time requirement.

You must continue to meet all age, licensing, payment, identity, property access, insurance, safety, and account requirements for as long as you use the Services.

Kite may review eligibility at any time and may require updated information, documentation, or verification as a condition of continued access.

Section 4 - Reservations, Availability & Pricing

4.1 Making a Reservation

Users may make Reservations through the Kite Mobility App or through any other booking method approved by Kite.

Reservations are subject to Vehicle availability, User eligibility, Participating Property rules, applicable pricing, Vehicle type, operating area, and any limits displayed in the App.

A Reservation is not confirmed until it has been accepted through the App or otherwise confirmed by Kite.

4.2 Vehicle Availability

Kite makes reasonable efforts to provide access to Vehicles through Participating Properties and communities. However, Vehicle availability is not guaranteed.

Vehicle availability may be affected by maintenance, cleaning, charging needs, prior User delays, damage, safety issues, weather, road conditions, software issues, connectivity issues, Participating Property access, operational requirements, force majeure events, or other circumstances beyond Kite's control.

Kite may cancel, modify, restrict, or refuse a Reservation where necessary for safety, maintenance, availability, insurance, legal, operational, or property-related reasons.

4.3 Vehicle Substitution

Kite may substitute a different Vehicle where the originally selected Vehicle is unavailable.

A substituted Vehicle may differ by model, size, range, features, or configuration, provided that Kite determines the Vehicle is suitable for the Reservation.

If no suitable Vehicle is available, Kite may cancel the Reservation and provide any applicable refund or credit in accordance with the cancellation and refund provisions of these Terms.

4.4 Reservation Period

Each Reservation will have a scheduled start time and end time, unless the App identifies the Trip as a per-minute, on-demand, or open-ended Trip.

For scheduled Reservations, the Reservation Period begins at the scheduled start time shown in the App and ends at the scheduled end time shown in the App, including any approved extension.

For per-minute or on-demand Trips, the Trip begins when the User unlocks, starts, accesses, or otherwise takes possession of the Vehicle, and ends only when the Vehicle has been properly returned, secured, and the Trip has been ended through the App.

4.5 Maximum Reservation Duration

Unless otherwise displayed in the App or approved by Kite, Reservations may be limited to a maximum duration determined by Kite based on Vehicle type, Participating Property rules, fleet availability, membership type, or operational needs.

The App may allow Users to create a Reservation Period of up to 24 hours where available.

Longer use may require approval, extension, or a separate Reservation.

4.6 Pricing Displayed in the App

Reservation charges are based on the pricing, rate, package, promotion, membership benefit, or usage option displayed in the App at the time of booking or use.

Pricing may vary based on Vehicle type, location, Participating Property, time, Reservation duration, membership status, ride package, promotional offer, or other factors determined by Kite.

Users are responsible for reviewing all applicable rates, charges, taxes, fees, and Reservation details before confirming a Reservation.

4.7 Hourly, Per-Minute, Package, and Membership Pricing

Kite may offer different pricing options, including hourly rates, per-minute rates, ride packages, promotional packages, membership pricing, or other usage-based pricing.

If a User exceeds the time included in a selected Ride Package, additional time may be billed at the applicable hourly or per-minute rate.

Where a Trip is billed on a per-minute basis, charges may continue until the Vehicle is properly returned, secured, and the Trip is ended through the App.

4.8 Taxes and Processing Fees

Taxes, processing fees, and other applicable charges may be calculated at checkout or otherwise charged in connection with a Reservation, Trip, membership, package, or other Service.

These amounts may vary depending on the Trip type, duration, location, Vehicle type, pricing plan, and applicable law.

4.9 Kite Pass and Membership Options

A subscription is not required to use Kite unless otherwise stated for a specific property, program, promotion, or Vehicle.

Kite may offer optional membership programs, including Kite Pass, which may provide discounted ride rates, flexible access, or other benefits for regular Users.

Membership benefits, fees, eligibility requirements, billing terms, renewal terms, cancellation rules, and available discounts may vary and will be displayed in the App, on Kite's website, or in the applicable membership terms.

Kite may update, modify, suspend, or discontinue membership programs or benefits from time to time.

4.10 Property-Specific Rules and Operating Hours

Kite Services are offered through Participating Properties, and available Vehicles, operating hours, parking locations, charging requirements, storage areas, pricing, membership options, and access rules may vary by property.

Users must comply with any property-specific instructions displayed in the App, posted at the Participating Property, included in a Reservation confirmation, or communicated by Kite.

Some Vehicle types, including E-Bikes and E-Scooters, may be subject to location-specific operating hours, seasonal availability, weather restrictions, or storage requirements.

4.11 Reservation Responsibility

Users are responsible for confirming that the Reservation details are accurate before booking, including the Vehicle type, location, date, start time, end time, pricing, membership or package selection, and any applicable property rules.

Kite is not responsible for User errors in selecting the wrong Vehicle, location, time, date, package, or pricing option, except where required by applicable law or expressly approved by Kite.

4.12 Operational Changes and Vehicle Recall

Kite may require a User to return a Vehicle at any time where Kite determines that return is necessary for safety, maintenance, charging, operational, legal, insurance, security, or property-related reasons.

Users must comply with reasonable instructions from Kite, Customer Support, Participating Property staff, emergency responders, law enforcement, or authorized service providers relating to the Vehicle, Equipment, Reservation, or Trip.

4.13 No Guarantee of Continuous Service

Kite strives to provide reliable access to the Services but does not guarantee that the App, Vehicles, Reservations, charging equipment, Customer Support, or any other part of the Services will be available at all times.

Service interruptions may occur due to maintenance, updates, technical issues, connectivity failures, operational constraints, weather, fleet availability, property access issues, or events outside Kite's reasonable control.

Section 5 - Pickups, Trip Extensions, Cancellations & No-Shows

5.1 Starting a Reservation

For scheduled Reservations, the User is responsible for arriving at the Designated Location and starting the Reservation at the scheduled start time shown in the App.

A Reservation begins at the scheduled start time, whether or not the User accesses, unlocks, or begins using the Vehicle at that time, unless otherwise stated in the App or approved by Kite.

Users should review the Vehicle location, access instructions, pricing, Reservation Period, and any property-specific rules before the Reservation begins.

5.2 Vehicle Access at Pickup

When ready to begin a Trip, the User must access the Vehicle through the Kite Mobility App using the approved access method, which may include scanning a QR code, unlocking through the App, or following other instructions displayed in the App.

If a User cannot locate, access, unlock, start, or safely operate the Vehicle, the User must contact Kite Customer Support as soon as possible and must not attempt to force entry, bypass access systems, tamper with locks, override charging equipment, or use the Vehicle without proper authorization.

5.3 Late Pickups

Users are expected to begin their Reservations on time.

If a User expects to be late for a Reservation, the User should notify Kite Customer Support or update the Reservation through the App as soon as possible.

The Reservation will begin at the original scheduled start time, regardless of the User's actual pickup time, unless otherwise approved by Kite or displayed in the App.

Kite may, at its discretion, release, cancel, shorten, or reassign a Reservation that is not started within a reasonable time after the scheduled start time, particularly where the Vehicle is needed for another User, maintenance, charging, or operational requirements.

Repeated late pickups may result in account review, Reservation restrictions, loss of booking privileges, or other action permitted under these Terms.

5.4 No-Shows

A Reservation may be treated as a no-show if the User does not start, access, cancel, modify, or communicate with Kite regarding the Reservation within a reasonable time after the scheduled start time.

No-shows may result in applicable Charges or Fees, including lost reservation time, cancellation charges, administrative fees, or other amounts displayed in the App or permitted under these Terms.

Repeated no-shows may result in account restrictions, temporary suspension, or termination.

5.5 Trip Extensions

Users may request Trip extensions directly through the Kite Mobility App where available.

Trip extensions are subject to Vehicle availability, battery level, charging needs, maintenance requirements, property-specific rules, upcoming Reservations, and Kite's operational requirements.

A Trip extension is not approved unless confirmed in the App or by Kite Customer Support.

If additional time is approved, the User will be billed at the applicable hourly, per-minute, package overage, or other rate displayed in the App or applicable to the Reservation.

5.6 If an Extension Is Not Available

If a User needs more time but an extension is not available, the User must contact Kite Customer Support immediately and return the Vehicle as soon as safely possible.

A User may not keep a Vehicle beyond the approved Reservation Period simply because additional time is desired.

Keeping a Vehicle beyond the approved Reservation Period without authorization may be treated as an unauthorized late return and may result in additional Charges, late fees, administrative fees, account restrictions, or responsibility for losses caused to Kite or another User.

5.7 Cancellations by the User

Users may cancel eligible Reservations through the Kite Mobility App or another approved Kite support channel.

Any refund, credit, cancellation fee, or rescheduling option will depend on the cancellation policy displayed in the App, the applicable membership or Ride Package terms, the Participating Property rules, the timing of the cancellation, and whether the Reservation has already started.

Users are responsible for reviewing the applicable cancellation terms before confirming a Reservation.

5.8 Rescheduling

Where available, Users may reschedule a Reservation through the App or with Kite Customer Support.

Rescheduling is subject to Vehicle availability, property-specific rules, pricing changes, membership terms, and any applicable cancellation or modification rules.

A rescheduled Reservation may be subject to different pricing, availability, Vehicle type, or Reservation limits.

5.9 Early Returns

A User may return a Vehicle before the scheduled end time, provided the Vehicle is returned to the required Designated Location, secured, connected to charging equipment where required, and the Trip is properly ended through the App.

Unless otherwise stated in the App or required by applicable law, Kite does not provide refunds, credits, or discounts for unused time after a Reservation or Ride Package has started.

5.10 Cancellations or Changes by Kite

Kite may cancel, modify, delay, shorten, or reassign a Reservation where necessary for safety, maintenance, charging, cleaning, Vehicle availability, software issues, access issues, insurance requirements, property requirements, prior User delays, weather, emergencies, or other operational reasons.

Where Kite cancels or materially changes a Reservation, Kite may, at its discretion and where available:

1. Offer a substitute Vehicle;
2. Assist with rescheduling;
3. Provide an applicable refund or credit;
4. Waive certain fees; or
5. Take any other action Kite determines appropriate in the circumstances.

5.11 Service Interruptions During a Reservation

If a Vehicle becomes unavailable, inaccessible, unsafe, damaged, discharged, disabled, or otherwise unusable during a Reservation, the User must contact Kite Customer Support as soon as possible.

Kite may provide instructions, arrange assistance, offer a substitute Vehicle where available, adjust Charges, or take other appropriate action based on the circumstances.

Users must not abandon a Vehicle, leave it unsecured, disconnect or remove Equipment, or attempt unauthorized repairs.

Section 6 — Vehicle Use & Safe Operation

6.1 General Duty of Care

Users must operate all Vehicles and Equipment safely, responsibly, and with reasonable care.

You are responsible for the Vehicle and any related Equipment from the time your Reservation begins, or from the time you access, unlock, or take possession of the Vehicle, until the Vehicle and Equipment have been properly returned, secured, and the Trip has been ended through the App.

You must use the Vehicle only in a manner consistent with these Terms, the App instructions, posted property rules, applicable laws, manufacturer instructions, and any reasonable instructions provided by Kite.

6.2 Compliance with Laws

You must comply with all applicable traffic laws, road safety laws, parking rules, municipal bylaws, property rules, helmet requirements, licensing requirements, insurance requirements, and any other laws or regulations that apply to your use of the Vehicle.

You are responsible for any tickets, fines, penalties, tolls, parking charges, towing charges, impound fees, administrative fees, or other costs resulting from your use of a Vehicle or failure to comply with applicable laws or rules.

6.3 Safe and Prudent Operation

You agree to operate each Vehicle in a safe and prudent manner at all times.

You must not operate any Vehicle in a way that creates an unreasonable risk of injury, damage, loss, nuisance, or disruption to Kite, other Users, pedestrians, passengers, property owners, the public, or the Vehicle itself.

You must adjust your operation to account for weather, visibility, road conditions, traffic, pedestrians, construction, ice, snow, rain, property conditions, battery level, Vehicle condition, and your own ability and experience.

6.4 Fitness to Operate

You may use a Vehicle only if you are physically and mentally able to operate it safely.

You must not operate or attempt to operate any Vehicle while impaired or affected by alcohol, cannabis, illegal drugs, prescription or non-prescription medication, fatigue, illness, distraction, emotional distress, or any other condition that may reduce your ability to safely operate the Vehicle.

For E-Bikes and E-Scooters, you must be able to safely balance, steer, brake, control, park, lock, and secure the Vehicle.

6.5 No Distracted Operation

You must not use a handheld mobile phone, headphones, earbuds, wearable device, navigation device, or any other device in a way that distracts from safe operation.

You may use the App only when it is safe and lawful to do so, such as before beginning a Trip, after safely parking, or where hands-free use is legally permitted.

6.6 Pre-Trip Inspection

Before using a Vehicle, you must conduct a reasonable inspection of the Vehicle and Equipment.

This includes checking, where applicable:

1. Visible damage;
2. Tires, wheels, brakes, lights, mirrors, seatbelts, locks, and charging equipment;
3. Battery level or estimated range;
4. Warning lights, alerts, or error messages;
5. Cleanliness or unusual odours;
6. Missing keys, fobs, accessories, helmets, locks, cables, or other Equipment;
7. Any condition that may make the Vehicle unsafe or unsuitable to use.

If you notice damage, missing Equipment, a safety issue, or anything unusual, you must report it through the App or to Customer Support before beginning or continuing your Trip.

6.7 Do Not Use Unsafe Vehicles

You must not operate a Vehicle if you know or reasonably suspect that it is unsafe, damaged, malfunctioning, improperly charged, missing required Equipment, or not suitable for lawful operation.

If a Vehicle becomes unsafe, damaged, disabled, or unsuitable during a Trip, you must stop using it as soon as it is safe to do so, secure the Vehicle, and contact Customer Support immediately.

6.8 Prohibited Uses

You may not use any Vehicle or Equipment for:

1. Racing, speed testing, stunts, competitions, or performance testing;
2. Off-road driving or riding, unless expressly permitted by Kite;
3. Driving or riding on closed roads, closed trails, restricted paths, sidewalks, private property, or posted land where not permitted;
4. Driving or riding into or through rivers, streams, lakes, flooded areas, or other bodies of water;
5. Towing, pushing, pulling, or propelling any person, object, trailer, vehicle, bike, scooter, or equipment;
6. Commercial delivery, courier services, rideshare, taxi, chauffeur, food delivery, or other commercial services unless expressly approved by Kite;
7. Transporting hazardous, illegal, flammable, explosive, toxic, or dangerous materials;
8. Transporting items that may damage the Vehicle or create a safety risk;
9. Illegal activity or activity that violates applicable laws;
10. Driver training, racing instruction, or vehicle testing;
11. Subleasing, re-renting, lending, reselling, assigning, or otherwise transferring access to a Vehicle or Equipment;
12. Any use outside the permitted service area, jurisdiction, or property rules displayed in the App or communicated by Kite.

6.9 No Tampering, Repairs, or Modifications

You must not tamper with, disable, modify, repair, remove, replace, open, alter, or interfere with any Vehicle, Equipment, lock, lockbox, battery, charger, cable, software, telematics device, GPS device, safety equipment, licence plate, signage, QR code, sticker, or other Kite property.

You must not add seats, racks, attachments, accessories, decals, chargers, adapters, or other modifications to a Vehicle unless expressly approved by Kite.

If you believe a Vehicle or Equipment requires service, you must contact Customer Support.

6.10 Authorized Drivers and Riders Only

Only the Authorized User associated with the Reservation may access, unlock, operate, ride, drive, or take possession of the Vehicle, unless Kite has expressly approved another Authorized User through the App or another approved process.

You may not allow another person to operate a Vehicle under your Account, Reservation, QR code, login credentials, or membership.

You remain responsible for all Charges, damage, loss, violations, and other consequences arising from unauthorized access or use linked to your Account or Reservation.

6.11 Passengers and Load Limits

You must comply with all passenger, seating, helmet, seatbelt, weight, cargo, and load restrictions applicable to the Vehicle.

Electric Vehicles may carry passengers only within the manufacturer-approved seating capacity and in compliance with applicable law.

E-Bikes and E-Scooters may not carry passengers unless the device is specifically designed and approved by Kite for more than one rider.

6.12 Security During the Trip

You must take reasonable steps to protect the Vehicle and Equipment during your Trip.

When leaving a Vehicle unattended, you must ensure it is parked lawfully, locked, secured, and protected from theft, damage, or unauthorized use.

For E-Bikes and E-Scooters, you must use any lock, dock, storage area, or security equipment provided by Kite or the Participating Property.

6.13 Reporting Issues During Use

You must promptly notify Kite Customer Support if, during a Reservation or Trip:

1. The Vehicle is damaged, unsafe, malfunctioning, lost, stolen, towed, ticketed, or involved in an accident;
2. Equipment is missing, damaged, or not working;
3. Charging equipment is damaged, unavailable, blocked, or not functioning;
4. You cannot safely complete, extend, return, charge, lock, or end the Trip;
5. You become aware of any issue that may affect safety, insurance, Vehicle condition, another User, or Kite's ability to operate the Service.

6.14 Consequences of Unsafe or Prohibited Use

Unsafe use, prohibited use, unauthorized access, tampering, misuse, failure to report damage, or violation of this section may result in:

1. Additional Charges or Fees;
2. Responsibility for damage, loss, towing, fines, tickets, cleaning, repair, or replacement costs;

3. Payment of an applicable insurance Deductible;
4. Loss of insurance coverage or increased personal responsibility, where permitted by law and applicable insurance terms;
5. Reservation restrictions;
6. Account suspension or termination;
7. Referral to law enforcement, insurers, property owners, or other appropriate parties where necessary.

Section 7 - Vehicle-Specific Rules for Electric Vehicles, E-Bikes & E-Scooters

7.1 Application of Vehicle-Specific Rules

This section applies in addition to all general safety, eligibility, reservation, payment, and return obligations set out elsewhere in these Terms.

Different rules may apply depending on whether you are using an Electric Vehicle, E-Bike, E-Scooter, or other mobility device. You are responsible for understanding and following the rules applicable to the Vehicle you reserve or use.

Where Vehicle-specific instructions are displayed in the App, posted at a Participating Property, included in a Reservation confirmation, or communicated by Kite Customer Support, you must follow those instructions.

7.2 Electric Vehicles

Electric Vehicles may only be operated by Authorized Users who meet Kite's age, driver's licence, account, payment, verification, property access, and insurance eligibility requirements.

When operating an Electric Vehicle, you must:

1. Hold a valid driver's licence accepted by Kite;
2. Comply with all traffic laws, parking rules, road restrictions, and property rules;
3. Use the Vehicle only on roads and areas where the Vehicle may be lawfully operated;
4. Ensure all passengers wear seat belts where required by law;
5. Carry passengers only within the manufacturer-approved seating capacity;
6. Monitor battery range, dashboard alerts, warning lights, and safety messages;
7. Return the Vehicle to the required Designated Location;
8. Plug the Vehicle back in where required; and
9. End the Trip through the App.

7.3 Electric Vehicle Passengers

Passengers are permitted in Electric Vehicles only where lawful and only up to the Vehicle's approved seating capacity.

You are responsible for ensuring that passengers comply with applicable laws and do not interfere with your ability to safely operate the Vehicle.

You may not allow a passenger to operate the Vehicle unless that person is separately approved by Kite as an Authorized User and is approved for the specific Trip through the App or another Kite-approved process.

7.4 Electric Vehicle Range, Charging, and Battery Awareness

You are responsible for monitoring the Vehicle's battery level and estimated range during your Trip.

You must not intentionally allow an Electric Vehicle to become fully depleted, stranded, or unable to return to an approved charging location where that could reasonably have been avoided.

If you believe the battery level is too low to safely complete your Trip or return the Vehicle, you must contact Customer Support as soon as possible.

Charging costs are included during a Reservation when using Approved Charging Stations.

7.5 E-Bikes and E-Scooters

E-Bikes and E-Scooters may only be operated by Authorized Users who meet Kite's age, account, payment, verification, property access, and safety requirements.

When operating an E-Bike or E-Scooter, you must:

1. Be at least 18 years old, unless a higher age is required by law, property rules, or Kite policy;
2. Be physically able to balance, steer, brake, control, park, lock, and secure the Vehicle;
3. Ride cautiously and in control at all times;
4. Comply with all applicable traffic laws, bike lane rules, micromobility rules, helmet laws, sidewalk restrictions, trail restrictions, and municipal bylaws;
5. Use lights, reflectors, bells, brakes, and other safety equipment where provided or required;
6. Return the Vehicle to the required Designated Location;
7. Lock, dock, or secure the Vehicle using the equipment provided; and
8. End the Trip through the App.

7.6 Helmets and Safety Gear

Kite strongly recommends that all E-Bike and E-Scooter riders wear a properly fitted helmet and appropriate safety gear, including suitable footwear.

You are responsible for complying with all applicable helmet laws and safety equipment requirements in the jurisdiction where you ride.

Kite may require helmets or other safety equipment for certain Vehicles, properties, programs, or jurisdictions.

7.7 No Passengers on E-Bikes or E-Scooters

Unless a specific E-Bike or E-Scooter is designed and expressly approved by Kite for more than one rider, only one person may ride at a time.

You may not carry passengers on E-Bikes or E-Scooters.

You may not allow any person to ride on handlebars, crossbars, rear fenders, cargo racks, footboards, baskets, attachments, or any other part of an E-Bike or E-Scooter not specifically designed and approved for passenger use.

7.8 No Towing, Pulling, or Carrying Unsafe Loads

You may not use any Vehicle to tow, pull, push, drag, or propel another person, vehicle, bicycle, scooter, trailer, object, or piece of equipment.

You may not carry cargo, bags, packages, or personal items in a way that interferes with safe operation, blocks visibility, affects balance, prevents proper braking or steering, exceeds manufacturer limits, or creates a risk of injury, damage, or loss.

7.9 Where E-Bikes and E-Scooters May Be Used

E-Bikes and E-Scooters may only be used where permitted by law, property rules, posted signage, and Kite instructions.

You may not ride or use an E-Bike or E-Scooter:

1. In rivers, streams, lakes, flooded areas, or other bodies of water;
2. On closed trails, paths, roads, or restricted areas;
3. On posted land or private property where riding is not permitted;
4. On sidewalks, highways, or pedestrian-only areas where prohibited;
5. In buildings, lobbies, elevators, parking garages, or indoor areas unless expressly permitted by Kite or the Participating Property;
6. Outside any permitted service area displayed in the App or communicated by Kite.

7.10 Weather, Seasonal, and Operating Restrictions

Kite may restrict or suspend use of E-Bikes, E-Scooters, Electric Vehicles, or other mobility devices due to weather, snow, ice, heavy rain, flooding, poor visibility, seasonal conditions, maintenance needs, property rules, safety concerns, or operational requirements.

Some Vehicle types may be subject to property-specific operating hours, seasonal availability, storage requirements, or weather-related closures.

Users must comply with any restrictions displayed in the App, posted at the Participating Property, or communicated by Kite.

7.11 Locks, Docks, and Security for E-Bikes and E-Scooters

You are responsible for securing E-Bikes, E-Scooters, and related Equipment whenever they are not in active use during your Trip.

Where locks, docks, racks, fleet amenity areas, storage rooms, or other security equipment are provided, you must use them properly.

You must not leave an E-Bike or E-Scooter unsecured, obstructing walkways, blocking entrances or exits, interfering with accessibility, parked in an unsafe location, or placed where it may be damaged, stolen, removed, ticketed, or impounded.

7.12 No Modifications or Equipment Changes

You may not change, substitute, remove, repair, modify, add to, or tamper with any part of an E-Bike, E-Scooter, Electric Vehicle, charger, battery, lock, dock, key, fob, QR code, accessory, safety feature, or other Equipment.

This includes adding seats, racks, attachments, phone mounts, baskets, child carriers, trailers, decals, or any other accessory unless expressly approved by Kite.

If a Vehicle or Equipment requires service, you must contact Customer Support.

7.13 Vehicle-Specific Damage Responsibility

You may be responsible for damage, loss, theft, missing Equipment, improper return, improper locking, misuse, unsafe operation, or failure to follow Vehicle-specific instructions during your Reservation, Trip, or Active Trip.

For E-Bikes and E-Scooters, this may include damage to wheels, rims, spokes, frames, handlebars, seats, brakes, batteries, locks, docks, or other components caused by misuse, crash, improper parking, unauthorized modification, or failure to secure the Vehicle.

For Electric Vehicles, this may include damage to the Vehicle, charging equipment, keys, fobs, tires, interior, exterior, accessories, battery system, or other Equipment.

7.14 Vehicle-Specific Rule Violations

Violation of any Vehicle-specific rule may result in:

1. Additional Charges or Fees;
2. Cleaning, repair, replacement, towing, recovery, or administrative charges;
3. Responsibility for tickets, fines, penalties, or property charges;
4. Payment of an applicable insurance Deductible;
5. Reservation restrictions;
6. Suspension or termination of your Account;
7. Loss of access to certain Vehicle types;
8. Referral to insurers, law enforcement, property managers, or other appropriate parties where necessary.

Section 8 - Charging, Parking & Vehicle Return

8.1 Return Requirement

At the end of each Trip, you must return the Vehicle and all related Equipment to the required Designated Location unless Kite expressly instructs or approves otherwise.

A Vehicle is not considered properly returned until all required return steps have been completed, including parking or storing the Vehicle correctly, removing personal belongings, reporting any new damage or issues, securing the Vehicle, connecting charging equipment where required, and ending the Trip through the App.

8.2 Designated Return Location

You must return the Vehicle to the Designated Location assigned to the Vehicle, Reservation, Participating Property, or location shown in the App.

For Electric Vehicles, this generally means the Kite-approved parking space, parking area, charging station, or other return location at the Participating Property.

For E-Bikes and E-Scooters, this generally means the Kite-approved dock, rack, storage room, fleet amenity area, charging location, or other designated return area.

You may not end a Trip by leaving a Vehicle at an unauthorized location unless Kite Customer Support expressly instructs you to do so.

8.3 Ending a Trip Through the App

You must end each Trip through the Kite Mobility App.

Before ending the Trip, you must confirm that the Vehicle has been properly returned, parked or stored, secured, and connected to charging equipment where required.

If the App does not confirm that the Trip has ended, you must contact Customer Support immediately. Charges may continue until the Trip is properly ended or until Kite determines, in its discretion, that the Vehicle was properly returned and secured.

8.4 Return Checklist

Before ending your Trip, you must:

1. Return the Vehicle to the required Designated Location;
2. Park, dock, store, or position the Vehicle correctly;
3. Remove all personal belongings;

4. Check for any new damage, safety issues, warning lights, missing Equipment, or cleanliness concerns;
5. Report any new damage or issues through the App or to Customer Support;
6. Lock and secure the Vehicle;
7. Connect charging equipment where required;
8. Return keys, fobs, cards, locks, helmets, cables, adapters, or other Equipment to their proper location; and
9. End the Trip through the App.

8.5 Electric Vehicle Charging

Electric Vehicles must be returned to the required Designated Location and connected to the applicable charging equipment where charging is available or required.

You must use reasonable care when connecting or disconnecting charging equipment and must follow all App instructions, property instructions, posted signage, and manufacturer instructions.

You must not leave charging cables, adapters, or related Equipment loose, damaged, obstructing walkways, exposed to unsafe conditions, or positioned in a way that may create a tripping hazard, access issue, property issue, or damage risk.

8.6 Approved Charging Stations and Charging Costs

Charging costs are included during your Reservation when using Approved Charging Stations.

You may be responsible for unauthorized charging costs, charging penalties, idle fees, parking fees, towing charges, damage to charging equipment, or other costs arising from misuse, improper charging, unauthorized charging locations, failure to follow instructions, or leaving a Vehicle at a charging station improperly.

8.7 Public or Third-Party Charging

If you need to charge an Electric Vehicle during a Trip away from the Participating Property, you must use only charging stations approved by Kite, supported by the Vehicle, or otherwise permitted in the App or by Customer Support.

You must not use incompatible charging equipment, force connectors, modify adapters, use unauthorized extension cords, or attempt to access restricted charging infrastructure.

If you are unsure whether a charging station is approved or compatible, contact Customer Support before charging.

8.8 Low Battery or Charging Issues

You are responsible for monitoring battery level and estimated range during your Trip.

If the Vehicle's battery level becomes low, the charging station is unavailable, charging equipment is not working, the Vehicle will not charge, or you believe you may not be able to return the Vehicle safely, you must contact Customer Support as soon as possible.

You must not intentionally allow a Vehicle to become fully depleted, stranded, or unable to return to an approved charging location where that could reasonably have been avoided.

8.9 E-Bike and E-Scooter Charging, Docking, and Storage

E-Bikes and E-Scooters must be returned to the applicable dock, rack, storage area, fleet amenity area, charging point, or other Designated Location.

Where charging docks, plugs, batteries, locks, or storage systems are provided, you must follow all App instructions, posted property rules, and Kite instructions.

You must not remove batteries, tamper with battery compartments, unplug charging systems without authorization, use unauthorized outlets, or attempt to repair or modify charging equipment.

8.10 Locking and Securing E-Bikes and E-Scooters

In addition to ending the Trip through the App, you must secure E-Bikes and E-Scooters using the lock, dock, rack, storage area, or other security equipment provided by Kite or the Participating Property.

You must not leave E-Bikes or E-Scooters unsecured, outside the approved return area, blocking entrances or exits, obstructing accessibility routes, interfering with building operations, or placed where they may be damaged, stolen, ticketed, removed, or impounded.

8.11 Parking Rules

You must park Vehicles only where permitted by law, property rules, posted signage, App instructions, and Kite instructions.

You may not park a Vehicle in a way that:

1. Blocks driveways, entrances, exits, fire routes, loading zones, accessible parking areas, sidewalks, bike lanes, ramps, elevators, emergency access routes, charging stations, or other vehicles;
2. Violates parking signs, municipal rules, property rules, or traffic laws;
3. Creates a safety hazard, obstruction, nuisance, or accessibility issue;
4. Prevents another User, Kite, the Participating Property, or a service provider from accessing the Vehicle;
5. Exposes the Vehicle to unnecessary risk of damage, theft, towing, ticketing, or impoundment.

8.12 Tickets, Towing, Impound, and Parking Charges

You are responsible for tickets, fines, penalties, towing charges, impound fees, parking charges, idle fees, property charges, administrative fees, and related costs arising from your use, parking, storage, charging, or return of a Vehicle during your Reservation, Trip, or Active Trip.

If Kite receives a ticket, fine, invoice, towing notice, impound notice, or other charge related to your Trip, Kite may charge your Payment Method for the amount, together with any applicable administrative fee.

8.13 Failure to Properly Return a Vehicle

Failure to properly return, park, charge, lock, secure, or end a Trip may result in additional Charges or Fees.

These may include usage charges, late return fees, relocation fees, towing or recovery costs, charging-related costs, cleaning fees, damage charges, replacement costs, administrative fees, and any losses caused to Kite, another User, the Participating Property, or a third party.

For E-Bikes and E-Scooters, failure to return the Vehicle to the designated location may result in a non-return or improper return charge.

8.14 Late Returns

Vehicles must be returned before the end of the approved Reservation Period unless an extension has been approved through the App or by Kite Customer Support.

Late returns may interfere with other Users, charging schedules, maintenance, cleaning, and property operations.

Unauthorized late returns may result in additional usage charges, administrative fees, a late return fee, account restrictions, and responsibility for any losses caused by the late return.

8.15 If You Cannot Return the Vehicle

If you cannot return the Vehicle to the required Designated Location for any reason, including low battery, accident, breakdown, road closure, parking access issue, app issue, property access issue, towing risk, safety concern, or emergency, you must contact Customer Support immediately.

Unless Customer Support instructs otherwise, you remain responsible for the Vehicle and Equipment until the Vehicle has been recovered, returned, secured, and the Trip has been properly ended.

8.16 Abandoned, Unsecured, or Misplaced Vehicles

A Vehicle may be treated as abandoned, unsecured, misplaced, or improperly returned if it is left outside the Designated Location, left unlocked, left uncharged where charging was required, left in an unsafe or unauthorized area, not ended through the App, or not reasonably available for the next User or Kite's operations.

Kite may recover, relocate, tow, charge, repair, clean, secure, or otherwise manage the Vehicle, and you may be responsible for related costs.

8.17 Personal Belongings

You are responsible for removing all personal belongings before ending your Trip.

Kite is not responsible for lost, stolen, damaged, or abandoned personal belongings left in or around a Vehicle, except where required by applicable law.

If you leave something behind, contact Customer Support as soon as possible. Kite may make reasonable efforts to assist but does not guarantee recovery of personal items.

8.18 Return Condition

You must return the Vehicle and Equipment in substantially the same condition in which they were provided, subject to ordinary wear and tear.

You must promptly report any damage, missing Equipment, warning lights, charging issues, cleanliness concerns, or other problems through the App or to Customer Support.

You must not attempt to clean, repair, modify, charge, move, unlock, or otherwise address a Vehicle issue in a way that may cause damage, create a safety risk, or interfere with Kite's operations unless Customer Support expressly instructs you to do so.

Section 9 - Fees, Payments, Tickets, Tolls & Charges

9.1 Payment Method Required

You must maintain a valid Payment Method on file to create an Account, make a Reservation, use a Vehicle, purchase a Ride Package, subscribe to Kite Pass, or use any paid Service.

By providing a Payment Method, you authorize Kite and its payment processors to charge your Payment Method for all Charges and Fees payable under these Terms, including amounts incurred during or after a Reservation, Trip, Active Trip, membership period, or account review.

9.2 Authorization to Charge

You authorize Kite to charge your Payment Method for all applicable Charges and Fees, including:

1. Reservation charges;
2. Hourly, per-minute, package, or usage charges;
3. Kite Pass or other membership fees;
4. Taxes and processing fees;
5. Late return fees;
6. No-show, cancellation, or modification charges;
7. Cleaning fees;
8. Damage charges;
9. Repair or replacement costs;
10. Lost, stolen, or missing Equipment charges;
11. Parking charges;
12. Traffic tickets, parking tickets, fines, tolls, towing, impound, idle fees, or property charges;
13. Administrative fees;
14. Insurance deductibles;
15. Collection costs, chargeback costs, or unpaid account balances;
16. Any other amounts payable under these Terms, shown in the App, or permitted by applicable law.

Charges may be processed at the time of booking, during a Trip, after a Trip ends, upon discovery of damage or violations, after receipt of invoices or fines, or at any other time reasonably required to administer the Services.

9.3 Pricing Displayed in the App

The App is the primary source for current pricing, rate options, Ride Packages, membership pricing, available discounts, promotional offers, taxes, processing fees, and other applicable charges.

Pricing may vary by Vehicle type, Participating Property, location, membership status, Ride Package, Reservation duration, time of use, promotion, or operational program.

You are responsible for reviewing all pricing and Reservation details before confirming a Reservation or purchase.

9.4 Hourly, Per-Minute, Ride Package, and Membership Charges

Kite may offer hourly pricing, per-minute pricing, Ride Packages, promotional pricing, Kite Pass pricing, or other usage-based rates.

If you exceed the time included in a selected Ride Package, additional time may be billed at the applicable hourly or per-minute rate.

If your Trip is billed on a per-minute basis, charges may continue until the Vehicle is properly returned, secured, connected to charging equipment where required, and the Trip is ended through the App.

9.5 Taxes and Processing Fees

Taxes, processing fees, and other applicable charges may be calculated at checkout or charged in connection with your Reservation, Trip, Ride Package, membership, or other Service.

These amounts may vary depending on Trip type, duration, location, Vehicle type, membership status, payment processor, and applicable law.

9.6 Membership Fees and Kite Pass

Kite may offer optional membership programs, including Kite Pass.

Membership fees, renewal terms, billing frequency, discounts, included benefits, cancellation rules, and eligibility requirements will be displayed in the App, on Kite's website, or in the applicable membership terms.

Unless otherwise stated, membership fees are separate from usage charges, taxes, processing fees, damage charges, late fees, fines, tickets, tolls, deductibles, and other amounts payable under these Terms.

Kite may change, suspend, or discontinue membership pricing, benefits, or eligibility rules from time to time.

9.7 Security Deposits, Holds, and Pre-Authorizations

Kite may require a security deposit, payment hold, pre-authorization, or other payment verification before allowing a User to create a Reservation, begin a Trip, use certain Vehicles, or maintain access to the Services.

Any deposit, hold, or pre-authorization may be used to secure payment of amounts owed under these Terms, including damage charges, late fees, unpaid usage charges, fines, tickets, towing, cleaning, missing Equipment, replacement costs, insurance deductibles, or other Charges.

A pre-authorization or hold is not a final charge unless Kite determines that an amount is payable under these Terms.

9.8 Late Return Fees

You must return the Vehicle before the end of the approved Reservation Period unless an extension has been approved through the App or by Customer Support.

Unauthorized late returns may result in:

1. Additional usage charges;
2. A late return fee;
3. Administrative fees;
4. Charges for losses caused to Kite or another User;
5. Account restrictions, suspension, or termination.

Unless a different amount is displayed in the App or communicated by Kite, late returns may be subject to a late return fee of up to **$200 per occurrence**.

9.9 Improper Return, Non-Return, and Recovery Charges

If you fail to properly return, park, store, lock, secure, charge, dock, or end a Trip, Kite may charge you for the costs associated with locating, recovering, relocating, securing, charging, repairing, cleaning, or returning the Vehicle or Equipment to service.

For E-Bikes and E-Scooters, failure to return the Vehicle to the Designated Location may result in a minimum improper return or non-return charge of **$100**, or such other amount displayed in the App, together with any additional recovery, repair, replacement, or administrative costs.

Kite may charge actual costs where those costs exceed any minimum fee.

9.10 Cleaning Fees

You must return Vehicles in reasonably clean condition.

Kite may charge cleaning fees for excessive dirt, spills, stains, food waste, garbage, pet hair, smoking or vaping residue, odours, biohazards, bodily fluids, or any condition requiring cleaning beyond ordinary use.

Cleaning fees may include the cost of cleaning, deodorizing, restoration, lost service time, and administrative processing.

9.11 Damage, Repair, and Replacement Charges

You are responsible for damage, loss, theft, missing Equipment, or repair costs arising during your Reservation, Trip, or Active Trip, except where prohibited by law or where Kite determines that you are not responsible.

Damage and replacement charges may include costs for:

1. Vehicle body, interior, tires, wheels, glass, keys, fobs, charging equipment, batteries, locks, docks, helmets, accessories, or other Equipment;
2. Labour, parts, diagnostics, towing, storage, recovery, relocation, inspection, and administrative processing;
3. Diminished value, loss of use, or downtime, where permitted by law;
4. Insurance deductibles or uninsured losses;
5. Replacement of lost, stolen, damaged, or missing Equipment.

Kite may determine whether to repair or replace damaged or missing Equipment at its discretion.

9.12 Tickets, Tolls, Parking, Towing, and Traffic Violations

You are responsible for all tickets, tolls, fines, penalties, parking charges, towing charges, impound fees, idle fees, congestion charges, camera enforcement charges, property charges, and related administrative fees arising from your use, parking, storage, charging, or return of a Vehicle.

This includes charges received during or after your Trip, even if Kite receives notice of the charge after your Trip has ended.

If Kite receives or pays a ticket, toll, fine, invoice, notice, or other charge related to your Trip, Kite may charge your Payment Method for the amount plus any applicable administrative fee.

9.13 Charging-Related Fees

Charging costs are included during your Reservation when using Approved Charging Stations.

You may be responsible for unauthorized charging costs, incompatible charging use, idle fees, parking fees, towing, damage to charging equipment, charging penalties, lost charging cards or adapters, or costs caused by failure to connect the Vehicle to charging equipment where required.

You may also be responsible for costs arising from intentionally or negligently allowing a Vehicle battery to become fully depleted, stranded, or unavailable for the next User where that could reasonably have been avoided.

9.14 Insurance Deductibles and Claim-Related Charges

You agree that you may be responsible for the applicable insurance Deductible in the event of a collision, accident, damage event, theft, loss, or insurance claim involving a Vehicle or Equipment during your Reservation, Trip, or Active Trip.

You authorize Kite to charge your Payment Method for any applicable Deductible, uninsured amount, damage responsibility amount, or claim-related amount payable by you under these Terms, the applicable insurance policy, or applicable law.

9.15 Failed Payments and Outstanding Balances

If your Payment Method is declined, expired, cancelled, disputed, subject to chargeback, or otherwise unavailable, you remain responsible for all outstanding amounts.

Kite may retry payment, require a new Payment Method, suspend your Account, restrict Reservations, cancel future bookings, terminate access, or take collection action for unpaid balances.

You may be responsible for reasonable collection costs, chargeback fees, legal fees, court costs, and administrative costs incurred by Kite in recovering unpaid amounts, where permitted by law.

9.16 Refunds and Credits

Refunds, credits, waived charges, or billing adjustments may be provided where required by law, displayed in the App, required by applicable membership terms, or approved by Kite.

Unless otherwise stated in the App or required by law:

1. Kite does not provide refunds or credits for unused time after a Reservation, Trip, or Ride Package has started;
2. Early returns do not automatically result in a refund or credit;
3. Membership fees are not automatically refundable once billed;
4. Promotional credits have no cash value and may expire;
5. Billing adjustments are at Kite's discretion.

9.17 Charge Disputes

If you believe a charge is incorrect, you must contact Kite Customer Support as soon as reasonably possible and provide supporting information.

You agree to work with Kite in good faith to resolve billing issues before initiating a chargeback or payment dispute.

Filing a chargeback or payment dispute does not eliminate your responsibility for valid Charges owed under these Terms.

9.18 Administrative Fees

Kite may charge administrative fees for processing tickets, tolls, fines, towing events, impounds, insurance claims, damage incidents, recovery events, chargebacks, unpaid balances, or other account issues requiring administrative handling.

Administrative fees may be charged in addition to the underlying amount owed.

9.19 Fee Changes

Kite may update pricing, fees, deposits, membership rates, Ride Packages, promotions, and administrative charges from time to time.

Updated pricing will apply as displayed in the App, on Kite's website, in membership terms, or in other Kite communications.

Continued use of the Services after pricing updates constitutes acceptance of the updated pricing, except where additional notice or consent is required by law.

Section 10 - Insurance & Collision Responsibility

10.1 Insurance Coverage

Kite may maintain insurance coverage for eligible Vehicles and eligible Trips in accordance with applicable law and the terms, conditions, exclusions, limits, and deductibles of Kite's insurance policies.

Insurance coverage may vary depending on the Vehicle type, location, Participating Property, jurisdiction, insurance provider, User eligibility, type of Trip, and circumstances of the Incident.

Nothing in these Terms guarantees that insurance coverage will apply to every Incident, claim, loss, or User.

10.2 User Eligibility for Insurance Coverage

Insurance coverage, where available, is conditional on the User complying with these Terms, all applicable laws, Kite's eligibility requirements, the applicable insurance policy, and any instructions provided by Kite or its insurer.

A User may be denied coverage, or may become personally responsible for losses, if the User:

1. Does not meet Kite's eligibility requirements;
2. Provides false, incomplete, or misleading information;
3. Operates a Vehicle without a valid required licence;
4. Allows an unauthorized person to operate the Vehicle;
5. Uses the Vehicle for a prohibited purpose;
6. Operates the Vehicle while impaired;
7. Fails to report an Incident promptly;
8. Fails to cooperate with Kite, its insurer, law enforcement, or claims administrators;
9. Leaves the scene of an accident where prohibited by law;
10. Uses the Vehicle outside permitted areas or in violation of property-specific rules;
11. Breaches these Terms in a way that affects insurance coverage or claim handling.

10.3 User Responsibility for the Deductible

By using the Services, you acknowledge and agree that you may be responsible for paying the applicable insurance deductible in the event of a collision, accident, damage event, theft, loss, or insurance claim involving a Vehicle or Equipment during your Reservation, Trip, or Active Trip.

Where a deductible applies, you agree to pay the applicable Deductible amount, subject to applicable law, the applicable insurance policy, and any determination made by Kite, its insurer, or claims administrator.

The Deductible may vary depending on the Vehicle, insurance policy, claim type, jurisdiction, Participating Property, or circumstances of the Incident.

Kite may communicate the applicable Deductible amount through the App, website, membership materials, Reservation flow, insurance acknowledgement, or other customer-facing policy.

10.4 Authorization to Charge Deductible

You authorize Kite to charge your Payment Method for any applicable Deductible, damage responsibility amount, uninsured amount, or claim-related amount payable by you under these Terms, the applicable insurance policy, or applicable law.

Kite may charge the Deductible or claim-related amount when the amount becomes known, when requested by the insurer or claims administrator, when damage is assessed, when responsibility is determined, or when Kite otherwise determines that the amount is payable under these Terms.

If the final amount owed is different from the amount initially charged, Kite may issue an adjustment, refund, credit, or additional charge, as applicable.

10.5 Damage Responsibility Separate from Deductible

The Deductible is separate from other amounts you may owe.

In addition to any applicable Deductible, you may be responsible for:

1. Damage not covered by insurance;
2. Losses below the insurance deductible;
3. Losses excluded by the insurance policy;
4. Damage to Equipment, accessories, charging equipment, keys, fobs, locks, docks, batteries, helmets, or other property;
5. Towing, recovery, storage, inspection, administration, and repair costs;
6. Loss of use or downtime, where permitted by law;
7. Third-party claims, fines, penalties, tickets, or property damage;
8. Any other amounts payable under these Terms.

10.6 Collisions and Accidents

If you are involved in a collision or accident, you must:

1. Stop immediately and ensure the safety of all persons involved;
2. Contact emergency services where required or appropriate;
3. Notify Kite Customer Support as soon as reasonably possible;
4. Follow all instructions provided by Kite, law enforcement, emergency responders, the insurer, or claims administrator;
5. Exchange information with other parties where required by law;
6. Obtain a police report or incident number where required or reasonably requested;
7. Take reasonable photos or notes where safe to do so;
8. Report any injury, damage, theft, ticket, towing, or property damage connected to the Incident;
9. Complete any accident report, insurance form, or incident documentation requested by Kite or its insurer;
10. Cooperate fully with all claim investigations and resolution steps.

10.7 Failure to Report or Cooperate

Failure to promptly report an Incident, provide complete information, cooperate with the claims process, or follow reasonable instructions may result in additional responsibility for losses, denial of insurance coverage, account suspension, termination, or other action permitted under these Terms.

You must not make false statements, admit fault on behalf of Kite, negotiate settlement of a claim, abandon a Vehicle, authorize repairs, or make commitments to another party or insurer without Kite's approval.

10.8 Unauthorized Drivers and Riders

Only the Authorized User associated with the Reservation may operate the Vehicle unless Kite has expressly approved another Authorized User through the App or another approved process.

If an unauthorized person operates, accesses, moves, rides, or drives a Vehicle during your Reservation, you may be responsible for all resulting losses, claims, damage, deductibles, fines, tickets, penalties, and costs.

Insurance coverage may not apply where a Vehicle is operated by an unauthorized person.

10.9 Prohibited Use and Insurance Consequences

Insurance coverage may be denied or limited if a Vehicle is used in violation of these Terms, applicable law, insurance requirements, or Kite instructions.

This may include, without limitation:

1. Impaired operation;
2. Reckless, careless, or dangerous operation;
3. Commercial delivery, rideshare, taxi, courier, or similar use without approval;
4. Racing, speed testing, stunts, or competitions;
5. Off-road use where not permitted;
6. Towing or pushing another vehicle or object;
7. Use outside permitted areas;
8. Use by an unauthorized person;
9. Use with an invalid, suspended, restricted, or expired licence;
10. Intentional damage, fraud, theft, misrepresentation, or criminal activity;
11. Failure to secure the Vehicle or Equipment;
12. Failure to report an Incident or cooperate with the claims process.

Where coverage is denied, limited, or unavailable because of your conduct, you may be personally responsible for the full amount of any loss, damage, claim, fine, cost, or expense.

10.10 Third-Party Claims

If a third party makes a claim against Kite, a Participating Property, an insurer, another User, or any related party arising from your Reservation, Trip, Active Trip, operation, parking, charging, return, or misuse of a Vehicle, you agree to cooperate fully in the handling and defence of that claim.

You may be responsible for amounts arising from third-party claims to the extent permitted by law, these Terms, and the applicable insurance policy.

10.11 No Personal Insurance Advice

Kite does not provide personal insurance advice.

You are responsible for understanding whether your own automobile, tenant, homeowner, travel, credit card, personal liability, or other insurance may apply to your use of the Services or to any loss involving personal belongings, passengers, injuries, property damage, deductibles, or uninsured amounts.

Kite strongly recommends that Users maintain appropriate personal insurance coverage.

10.12 Insurance Policy Controls

If there is a conflict between these Terms and the applicable insurance policy, the insurance policy will govern the availability, scope, limits, exclusions, and conditions of insurance coverage.

These Terms govern your contractual responsibilities to Kite, including payment obligations, cooperation duties, deductible responsibility, damage responsibility, and account consequences.

10.13 Reservation and Active Trip Responsibility

You remain responsible for the Vehicle and Equipment during your Reservation, Trip, or Active Trip, including any period when the Vehicle is parked, charging, unattended, improperly returned, not locked, not secured, or not properly ended through the App.

Your responsibility may continue until Kite confirms that the Vehicle has been properly returned, secured, recovered, inspected, and made available for service.

Section 11 - Accidents, Damage, Breakdowns, Theft & Lost Property

11.1 Immediate Safety Comes First

If you are involved in an accident, collision, breakdown, safety issue, damage event, theft, loss, or other Incident involving a Vehicle or Equipment, your first responsibility is to ensure the safety of yourself, passengers, pedestrians, other road users, and any affected third parties.

You must stop using the Vehicle as soon as it is safe to do so and must not continue operating any Vehicle that is damaged, unsafe, malfunctioning, disabled, or otherwise unsuitable for safe use.

11.2 Emergency Services

You must contact emergency services immediately where required by law or where anyone is injured, there is a risk of injury, a collision has occurred, property has been damaged, a Vehicle is blocking traffic or creating a hazard, a Vehicle has been stolen, or police, fire, ambulance, or roadside assistance may be required.

You must comply with all lawful instructions from emergency responders, law enforcement, property staff, towing operators, insurers, and Kite Customer Support.

11.3 Reporting an Incident to Kite

You must notify Kite Customer Support as soon as reasonably possible after any Incident, including:

1. Accident or collision;
2. Damage to a Vehicle, Equipment, charging equipment, property, or another vehicle;
3. Injury or suspected injury;
4. Breakdown or mechanical issue;
5. Battery depletion, charging failure, or range issue;
6. Theft, attempted theft, vandalism, or loss;
7. Missing keys, fobs, cards, locks, helmets, chargers, cables, adapters, batteries, or other Equipment;
8. Ticket, towing, impound, parking issue, or property access issue;
9. Any situation where the Vehicle cannot be safely used, returned, charged, locked, secured, or ended through the App.

Failure to promptly report an Incident may result in additional Charges, responsibility for losses, account suspension, termination, or insurance consequences as described in these Terms.

11.4 Accident and Collision Procedure

If you are involved in an accident or collision, you must:

1. Stop immediately and remain at the scene where required by law;
2. Ensure all persons are safe and contact emergency services where required or appropriate;
3. Notify Kite Customer Support as soon as reasonably possible;
4. Exchange required information with other parties involved;
5. Obtain witness information where safe and practical;
6. Take photographs of the Vehicle, other vehicles, property damage, licence plates, location, road conditions, and any relevant details where safe to do so;
7. Obtain a police report, incident number, or collision report where required by law or requested by Kite;
8. Complete any incident, accident, or insurance forms requested by Kite or its insurer;
9. Cooperate fully with Kite, its insurer, claims administrators, law enforcement, and any third-party investigators.

You must not admit fault on behalf of Kite, negotiate or settle a claim, authorize repairs, abandon the Vehicle, or make commitments to another party without Kite's approval.

11.5 Damage During a Reservation or Trip

You are responsible for promptly reporting any damage to a Vehicle or Equipment, whether the damage occurred before, during, or after your use, or whether you believe you caused it.

If you discover damage before starting your Trip, you must report it through the App or to Customer Support before using the Vehicle.

If damage occurs or is discovered during your Reservation, Trip, or Active Trip, you must stop using the Vehicle if the damage may affect safety, security, charging, operation, or lawful use.

You may be responsible for damage, repair costs, replacement costs, loss of use, administrative fees, insurance deductibles, uninsured amounts, or other losses as set out in these Terms.

11.6 Breakdown or Mechanical Issue

If a Vehicle breaks down, displays warning lights, develops a mechanical issue, becomes disabled, will not start, will not unlock, will not lock, will not charge, or otherwise cannot be safely operated, you must contact Customer Support immediately.

You must not attempt to repair, jump-start, tow, push, modify, open, dismantle, reset, or service the Vehicle or Equipment unless Customer Support expressly instructs you to do so.

Kite may provide instructions, arrange roadside assistance, arrange towing or recovery, substitute another Vehicle where available, adjust Charges where appropriate, or take any other action Kite determines necessary.

11.7 Low Battery, Charging Failure, or Range Issue

You are responsible for monitoring battery level, estimated range, and charging status during your Trip.

If a Vehicle battery becomes low, the Vehicle cannot reach a Designated Location, the charging station is unavailable, charging equipment fails, or you are unsure whether the Vehicle can be safely returned, you must contact Customer Support as soon as possible.

You must not intentionally or negligently allow a Vehicle to become fully depleted, stranded, unavailable, or unable to return to an approved charging location where that could reasonably have been avoided.

You may be responsible for towing, recovery, roadside assistance, charging-related costs, lost service time, or other Charges resulting from avoidable battery depletion or charging misuse.

11.8 Theft, Loss, Vandalism, or Unauthorized Use

You must immediately report to Kite Customer Support any actual or suspected theft, attempted theft, vandalism, loss, unauthorized access, or unauthorized use involving a Vehicle or Equipment.

Where appropriate or required, you must also report the matter to law enforcement and provide Kite with the police report number, incident number, or other documentation.

You remain responsible for taking reasonable steps to secure the Vehicle and Equipment during your Reservation, Trip, or Active Trip.

You may be responsible for loss, theft, replacement, recovery, administrative costs, insurance deductibles, or uninsured amounts where the loss occurred during your

Reservation, Trip, or Active Trip, or where the loss resulted from your failure to properly secure, lock, return, charge, dock, park, or end the Trip.

11.9 Lost, Missing, or Damaged Equipment

You are responsible for returning all Equipment provided with or connected to a Vehicle.

This may include keys, key cards, fobs, access cards, locks, lockboxes, helmets, chargers, charging cables, adapters, batteries, docking equipment, accessories, safety equipment, or other Kite property.

If Equipment is lost, stolen, missing, damaged, not returned, or not returned to its proper location, you may be responsible for repair, replacement, recovery, administrative, or related costs.

Kite may determine whether Equipment should be repaired or replaced at its discretion.

11.10 E-Bike and E-Scooter Damage, Loss, or Theft

For E-Bikes and E-Scooters, you must report any damage, malfunction, loss, theft, missing Equipment, battery issue, brake issue, wheel issue, lock issue, docking issue, or unsafe condition immediately.

You may be responsible for damage to or loss of components including frames, wheels, rims, spokes, brakes, batteries, handlebars, seats, displays, bells, lights, locks, docks, chargers, helmets, or accessories.

You must not leave E-Bikes or E-Scooters unsecured, outside the Designated Location, unlocked, improperly docked, blocking access routes, or in a location where they may be damaged, stolen, ticketed, removed, or impounded.

11.11 Electric Vehicle Damage, Loss, or Theft

For Electric Vehicles, you must report any damage, malfunction, warning light, charging issue, key or fob issue, tire issue, accident, theft, vandalism, or safety concern immediately.

You may be responsible for damage to or loss of the Vehicle, tires, wheels, glass, body panels, interior, seats, electronics, keys, fobs, access cards, charging equipment, cables, adapters, accessories, or other Equipment.

You must not continue driving an Electric Vehicle where warning lights, damage, mechanical issues, tire issues, charging issues, or other conditions may make the Vehicle unsafe or unlawful to operate.

11.12 No Unauthorized Repairs or Cleaning

You must not arrange, authorize, perform, or attempt repairs, towing, servicing, cleaning, detailing, charging repairs, lock repairs, battery repairs, software resets, or modifications to a Vehicle or Equipment unless Kite Customer Support expressly instructs you to do so.

If a Vehicle becomes dirty, damaged, disabled, or otherwise requires service, you must report the issue to Customer Support and follow Kite's instructions.

Unauthorized repairs, cleaning, modifications, or service attempts may result in additional Charges or responsibility for resulting damage.

11.13 Cooperation and Documentation

You agree to cooperate fully with Kite, Customer Support, insurers, claims administrators, law enforcement, emergency responders, towing operators, repair providers, property staff, and any third parties involved in investigating or resolving an Incident.

You may be required to provide:

1. Written statements;
2. Photos or videos;
3. Police report numbers;
4. Insurance or claim forms;
5. Details of passengers, witnesses, or third parties;
6. Location information;
7. Trip details;
8. Any other information reasonably requested by Kite.

Failure to cooperate may result in additional responsibility for losses, denial or limitation of insurance coverage, account suspension, termination, or other action permitted under these Terms.

11.14 Recovery, Towing, Storage, and Loss of Use

If a Vehicle must be recovered, towed, transported, stored, charged, cleaned, inspected, repaired, relocated, or removed from service because of an Incident, improper return, misuse, damage, theft, loss, or failure to follow these Terms, you may be responsible for related Charges.

These Charges may include towing, roadside assistance, storage, impound, recovery, relocation, charging, cleaning, inspection, diagnostics, repair, replacement, administrative costs, loss of use, and downtime, where permitted by law.

11.15 Personal Belongings Left in a Vehicle

You are responsible for removing all personal belongings before ending your Trip.

Kite is not responsible for lost, stolen, damaged, or abandoned personal belongings left in or around a Vehicle, except where required by applicable law.

If you leave an item behind, contact Customer Support as soon as possible. Kite may make reasonable efforts to assist with recovery but does not guarantee that personal belongings will be found, secured, returned, or stored.

Kite may dispose of abandoned items in accordance with applicable law and internal lost-property procedures.

11.16 Items Found in a Vehicle

If you find another person's belongings, lost property, sensitive documents, payment cards, identification, keys, devices, or personal items in or around a Vehicle, you must report the item to Customer Support and follow Kite's instructions.

You must not keep, use, access, copy, damage, dispose of, or publicly disclose another person's property or personal information.

11.17 Responsibility After an Incident

Your responsibility for a Vehicle or Equipment may continue after an Incident until Kite confirms that the Vehicle and Equipment have been safely secured, recovered, returned, inspected, repaired, replaced, or otherwise resolved.

Ending a Trip in the App does not automatically release you from responsibility for damage, loss, theft, tickets, towing, fees, deductibles, claims, or other obligations arising during your Reservation, Trip, or Active Trip.

11.18 Relationship to Insurance and Fees

This section should be read together with Section 9, Section 10, and any applicable insurance policy, claim process, fee schedule, App disclosure, or property-specific rule.

In the event of an accident, damage event, theft, loss, or insurance claim, you may be responsible for applicable Charges, repair costs, replacement costs, deductibles, uninsured amounts, administrative fees, or other amounts payable under these Terms.

Section 12 - Cleanliness, Smoking, Pets & Customer Conduct

12.1 General Cleanliness Standard

You must treat all Vehicles, Equipment, Participating Properties, parking areas, charging areas, docks, storage rooms, and fleet amenity areas with care and respect.

You must return each Vehicle and all Equipment in reasonably clean condition, subject to ordinary wear and tear from normal use.

You must not leave garbage, food, beverages, personal items, pet waste, dirt, mud, stains, odours, or other materials in or around a Vehicle or Designated Location.

12.2 Condition at Pickup

Before beginning a Trip, you should inspect the Vehicle and report any cleanliness concerns, odours, stains, spills, garbage, pet hair, damage, missing Equipment, or safety issues through the App or to Customer Support.

If you begin a Trip without reporting an existing cleanliness issue, Kite may determine that the condition arose during your Reservation, Trip, or Active Trip.

12.3 Cleaning Fees

Kite may charge cleaning fees if a Vehicle or Equipment requires cleaning beyond ordinary use.

Cleaning fees may apply for:

1. Excessive dirt, mud, sand, salt, or debris;
2. Food, beverages, garbage, or spills;
3. Stains, residue, or sticky substances;
4. Pet hair, pet odours, or pet waste;
5. Smoke, vape, cannabis, or other odours;
6. Bodily fluids or biohazards;
7. Strong perfumes, chemicals, or other persistent odours;
8. Any condition requiring professional cleaning, deodorizing, detailing, disinfection, or restoration.

Cleaning fees may include the cost of cleaning, deodorizing, lost service time, administrative processing, and any related costs.

12.4 Do Not Attempt Unauthorized Cleaning

You should not attempt to deep clean, shampoo, pressure wash, chemically clean, disinfect, repair, detail, or otherwise treat a Vehicle or Equipment yourself unless Customer Support expressly instructs you to do so.

If a Vehicle becomes dirty during your Trip, you must report the issue to Customer Support and follow Kite's instructions.

Unauthorized cleaning may result in additional Charges if it causes damage, staining, electrical issues, battery issues, water damage, odour issues, or other problems.

12.5 Smoking and Vaping Prohibited

Smoking and vaping are prohibited in all Vehicles and in any area where Kite or the Participating Property prohibits smoking or vaping.

This prohibition includes, without limitation, tobacco, cannabis, e-cigarettes, vape pens, cigars, pipes, and any other smoking or vaping product.

If Kite determines that smoking or vaping occurred in or around a Vehicle, you may be responsible for cleaning, deodorizing, restoration, lost service time, administrative fees, and any related Charges.

12.6 Cannabis, Alcohol, and Impairing Substances

You may not operate any Vehicle while impaired by alcohol, cannabis, drugs, medication, fatigue, illness, or any other condition that may affect safe operation.

You may not consume alcohol, cannabis, illegal drugs, or impairing substances while operating a Vehicle.

You may not transport open alcohol, cannabis, drugs, or controlled substances in violation of applicable law.

12.7 Pets

Pets may be permitted in Electric Vehicles only if they are transported safely, legally, and in a manner that does not damage the Vehicle or interfere with safe operation.

If you bring a pet into a Vehicle, you are responsible for:

1. Keeping the pet safely secured;
2. Preventing damage to the Vehicle;
3. Removing all pet hair, dirt, odour, waste, or mess;

4. Ensuring the Vehicle is suitable for the next User;
5. Paying any applicable cleaning, repair, or damage Charges.

Pets are not permitted on E-Bikes or E-Scooters unless expressly approved by Kite and permitted by law.

12.8 Service Animals

Service animals are permitted in accordance with applicable accessibility and human rights laws.

Users with service animals remain responsible for ensuring that the Vehicle is returned in a safe and reasonably clean condition, except where prohibited by applicable law.

Kite may not charge fees that are prohibited by applicable accessibility or human rights laws, but may charge for damage or cleaning where permitted by law.

12.9 Food and Beverages

You may consume food or non-alcoholic beverages in an Electric Vehicle only if doing so is safe, lawful, and does not distract from operation or create a mess.

You are responsible for spills, stains, odours, food waste, garbage, or pest-related issues resulting from food or beverage use.

Food and beverages should not be consumed while operating E-Bikes or E-Scooters.

12.10 Respectful Use of Shared Vehicles

Kite Vehicles are shared by other Users and communities.

You must not use a Vehicle in a way that creates unreasonable inconvenience, discomfort, damage, odour, cleanliness issues, safety concerns, or reduced availability for the next User.

You must not intentionally leave a Vehicle dirty, damaged, discharged, unlocked, improperly parked, improperly docked, improperly charged, or otherwise unsuitable for the next User.

12.11 Conduct Toward Kite, Property Staff, and Other Users

You must interact respectfully with Kite employees, contractors, Customer Support representatives, property staff, service providers, other Users, residents, tenants, guests, pedestrians, passengers, and members of the public.

You may not engage in:

1. Harassment, threats, intimidation, discrimination, or abusive behaviour;
2. Verbal abuse, profanity directed at staff or Users, or aggressive conduct;
3. Fraudulent, misleading, or dishonest communications;
4. Interference with Kite operations, property operations, or another User's Reservation;
5. Attempts to bypass policies, payment obligations, eligibility checks, or app controls;
6. Conduct that creates a safety risk, nuisance, or reputational harm to Kite or a Participating Property.

12.12 Property Conduct

When accessing Vehicles at a Participating Property, you must comply with all property rules, posted signage, parking rules, security requirements, access procedures, building policies, and reasonable instructions from property staff or Kite.

You must not:

1. Block entrances, exits, driveways, elevators, corridors, ramps, fire routes, accessible areas, docks, or charging stations;
2. Enter unauthorized areas of a property;
3. Disturb residents, tenants, guests, staff, or neighbours;
4. Damage property, landscaping, chargers, docks, signage, doors, gates, locks, access systems, parking equipment, or storage areas;
5. Leave Vehicles or Equipment in a way that interferes with building operations, safety, accessibility, or emergency access.

12.13 Noise, Nuisance, and Community Standards

You must use Vehicles and Equipment in a way that respects the surrounding community.

You may not create unreasonable noise, nuisance, disruption, obstruction, litter, unsafe behaviour, or inconvenience at a Participating Property, on public roads, in parking areas, near charging stations, or in any area where Kite operates.

Kite may restrict or suspend access where a User's conduct creates repeated complaints, safety issues, property issues, or operational disruption.

12.14 Fraud, Misuse, and Abuse of the Services

You may not misuse the App, Vehicles, Equipment, memberships, promotions, Ride Packages, credits, payment systems, QR codes, reservations, support channels, or account features.

Prohibited conduct includes:

1. Creating false accounts;
2. Using another person's identity, licence, payment method, or account;
3. Sharing accounts or access credentials;
4. Circumventing payment, eligibility, geofencing, reservation, or access systems;
5. Manipulating promotions, credits, memberships, referrals, or Ride Packages;
6. Providing false information to Kite, insurers, property staff, police, or support agents;
7. Tampering with QR codes, locks, fobs, software, telematics, chargers, batteries, docks, or Equipment;
8. Using the Services for unlawful, unsafe, abusive, or unauthorized purposes.

12.15 Photos, Reports, and Evidence

Kite may request photos, videos, written descriptions, or other evidence relating to cleanliness, damage, return condition, parking, charging, smoking, pets, lost property, or conduct issues.

You agree to provide reasonable cooperation where requested.

Kite may rely on Vehicle inspections, app data, telematics, photos, support records, property reports, User reports, service provider reports, or other available information to determine responsibility for cleanliness, conduct, damage, fees, or account action.

12.16 Consequences of Cleanliness or Conduct Violations

Violation of this section may result in:

1. Cleaning, deodorizing, detailing, restoration, repair, replacement, or administrative Charges;
2. Responsibility for damage, loss, downtime, or lost service availability;
3. Loss of access to certain Vehicle types;
4. Reservation restrictions;
5. Suspension or termination of your Account;
6. Removal from Kite Pass, Ride Packages, promotions, or membership programs;
7. Referral to property management, insurers, law enforcement, or other appropriate parties where necessary.

Section 13 - Customer Support, Service Issues & Communications

13.1 Customer Support Channels

Kite may provide Customer Support through the App, email, phone, website, in-app messaging, third-party support providers, or other support channels designated by Kite.

Users should use the support channel identified in the App, on Kite's website, in Reservation materials, or at the Participating Property for the issue they are experiencing.

Kite may update its support channels, support hours, response procedures, escalation processes, or service providers from time to time.

13.2 When to Contact Customer Support

You must contact Customer Support as soon as reasonably possible if:

1. You cannot access, unlock, start, operate, return, charge, lock, secure, or end a Trip;
2. The Vehicle is damaged, unsafe, malfunctioning, missing, stolen, towed, ticketed, or involved in an Incident;
3. Equipment is missing, damaged, or not working properly;
4. The App is not functioning properly during a Reservation or Trip;
5. You are unable to return the Vehicle to the Designated Location;
6. You need assistance with a Trip extension, late return, charging issue, parking issue, or property access issue;
7. You discover lost property, another User's belongings, or sensitive personal items;
8. You believe a charge, fee, ticket, toll, or billing item is incorrect;
9. You experience any issue that may affect safety, Vehicle availability, another User, a Participating Property, or Kite's operations.

13.3 Emergency Situations

Customer Support is not a substitute for emergency services.

If there is an emergency, injury, collision, fire, theft, safety threat, criminal activity, or immediate risk to any person or property, you must contact emergency services first.

After contacting emergency services, you must notify Customer Support as soon as reasonably possible.

13.4 Support During an Active Trip

If you contact Customer Support during an Active Trip, you must follow all reasonable instructions provided by Kite, its support agents, service providers, property staff, insurers, emergency responders, or authorized representatives.

Depending on the issue, Kite may instruct you to:

1. Stop using the Vehicle;
2. Move the Vehicle to a safe location;
3. Return the Vehicle;
4. Keep the Vehicle parked and secured;
5. Contact emergency services;
6. Take photos or videos;
7. Submit a report through the App;
8. Wait for roadside assistance, property staff, towing, recovery, or service support;
9. Use a substitute Vehicle where available;
10. Take any other reasonable step required to protect safety, the Vehicle, Equipment, other Users, or property.

13.5 Service Issues and App Issues

If the App, QR code, lockbox, key, fob, charger, Vehicle access system, or other technology does not work as expected, you must contact Customer Support and follow Kite's instructions.

You must not attempt to force access, bypass systems, tamper with Equipment, use another User's Reservation, use an unauthorized Vehicle, or continue a Trip in an unsafe or unauthorized manner.

Kite may use App records, telematics, Vehicle data, support records, property reports, payment records, inspection records, and other available information to review and resolve service issues.

13.6 Response Times and Resolution

Kite will make reasonable efforts to respond to support requests and resolve service issues.

Response times may vary depending on the nature of the issue, support volume, location, time of day, Vehicle type, property access, third-party service availability, emergency conditions, weather, connectivity, and operational requirements.

Kite does not guarantee that all support requests can be resolved immediately or that a replacement Vehicle will always be available.

13.7 User Cooperation

You agree to cooperate with Customer Support and provide accurate, complete, and timely information when requested.

This may include:

1. Your name and Account information;
2. Reservation or Trip details;
3. Vehicle location;
4. Photos or videos;
5. Description of the issue;
6. Police report or incident number;
7. Charging station details;
8. Ticket, toll, towing, or parking information;
9. Payment or billing details;
10. Any other information reasonably required to investigate or resolve the issue.

Providing false, incomplete, misleading, or delayed information may result in additional Charges, denied refunds or credits, account restrictions, insurance consequences, or termination.

13.8 Support Instructions Do Not Waive These Terms

Instructions or assistance provided by Customer Support do not waive these Terms unless Kite expressly confirms a waiver in writing.

For example, Customer Support may help you with a late return, access issue, charging issue, billing issue, or Vehicle problem, but you may still remain responsible for applicable Charges, damage, tickets, tolls, deductibles, or other obligations under these Terms.

13.9 Service Credits, Refunds, and Adjustments

Kite may, at its discretion, provide a refund, credit, fee waiver, billing adjustment, replacement Vehicle, Reservation adjustment, or other remedy where Kite determines that a service issue affected a User's Reservation or Trip.

Any refund, credit, waiver, or adjustment is not guaranteed unless required by applicable law, displayed in the App, included in applicable membership terms, or expressly approved by Kite.

Promotional credits, service credits, or goodwill credits may have no cash value, may be non-transferable, and may expire according to the terms provided by Kite.

13.10 Communications from Kite

By creating an Account or using the Services, you agree that Kite may communicate with you about your Account, Reservations, Trips, payments, fees, Vehicle issues, safety matters, support requests, membership status, policy updates, service updates, and operational notices.

Kite may communicate by App notification, push notification, email, SMS, phone call, in-app message, website notice, or other contact method associated with your Account.

You are responsible for keeping your contact information accurate and for reviewing important communications from Kite.

13.11 Operational and Safety Communications

Kite may send important operational or safety communications, including notices about:

1. Reservation changes or cancellations;
2. Vehicle access instructions;
3. Vehicle relocation or substitution;
4. Charging issues;
5. Parking or return instructions;
6. Account verification;
7. Payment issues;
8. Incidents, damage, tickets, tolls, or claims;
9. Policy updates;
10. Emergency or safety concerns.

You may not be able to opt out of operational, transactional, account-related, legal, or safety communications while maintaining an active Account.

13.12 Marketing Communications

Kite may send marketing, promotional, membership, referral, or service-related communications where permitted by law and with any consent required by applicable law.

You may opt out of marketing communications using the unsubscribe method provided or by contacting Kite, but you may still receive operational, transactional, account-related, legal, and safety communications.

13.13 Recording, Monitoring, and Quality Assurance

Kite may record, monitor, document, or retain support interactions where permitted by law for quality assurance, training, safety, dispute resolution, fraud prevention, claims handling, billing review, and operational improvement.

This may include records of emails, phone calls, chats, in-app messages, support tickets, incident reports, photos, videos, and related communications.

13.14 Third-Party Support Providers

Kite may use third-party support providers, roadside assistance providers, towing companies, charging providers, payment processors, insurers, claims administrators, property staff, fleet service providers, or other service partners to help provide the Services.

You agree to cooperate with these providers where they are acting on Kite's behalf or assisting with a Reservation, Trip, Vehicle, Incident, claim, payment issue, or support request.

13.15 Property Staff and Building Teams

Participating Property staff may assist with certain access, parking, amenity, or location-specific issues, but they are not responsible for operating Kite's Services unless expressly authorized by Kite.

Unless Kite instructs otherwise, Users should contact Kite Customer Support for issues involving Reservations, billing, App access, Vehicle operation, damage, charging, late returns, accidents, or account matters.

13.16 User Conduct During Support Interactions

Users must communicate respectfully with Customer Support, property staff, service providers, and any third parties assisting with a Kite-related issue.

Kite may restrict or suspend support access, Reservations, or Account privileges if a User engages in harassment, threats, abuse, discrimination, intimidation, fraud, repeated bad-faith complaints, or other inappropriate conduct.

13.17 No Guaranteed Outcome

Customer Support is intended to assist with service use, safety, billing, access, and operational issues.

Kite does not guarantee that Customer Support will be able to resolve every issue, provide a replacement Vehicle, reverse every charge, locate lost property, avoid all delays, or prevent all losses.

Nothing in this section limits any rights or remedies that cannot be excluded under applicable law.

13.18 Support Records and Dispute Review

Kite may rely on support records, App data, Vehicle data, telematics, payment records, inspection reports, photos, property reports, service provider records, and communications to investigate issues, resolve disputes, determine fees, assess responsibility, process claims, or decide account action.

Users agree that Kite may use this information for operational, safety, billing, legal, insurance, and customer support purposes, subject to applicable privacy laws and Kite's Privacy Policy.

Section 14 - Suspension, Termination & Account Restrictions

14.1 Kite's Right to Restrict Access

Kite may suspend, restrict, limit, deactivate, or terminate your Account, Reservations, membership, Ride Packages, promotional access, or ability to use some or all Services where Kite determines that action is necessary or appropriate.

This may include temporary restrictions, permanent termination, loss of access to specific Vehicle types, cancellation of future Reservations, removal from Kite Pass, or blocking access to a Participating Property's Vehicles.

14.2 Reasons for Suspension or Termination

Kite may suspend, restrict, or terminate access for reasons including:

1. Unsafe, careless, reckless, impaired, unlawful, or prohibited use of a Vehicle;
2. Failure to meet eligibility, age, licensing, payment, insurance, verification, or property access requirements;
3. Providing false, incomplete, outdated, or misleading information;
4. Allowing an unauthorized person to access, ride, drive, or use a Vehicle;
5. Sharing an Account, login credentials, QR code, Reservation, membership, or Vehicle access;
6. Non-payment, failed payment, chargeback, disputed charge, or outstanding balance;
7. Repeated late pickups, no-shows, late returns, improper returns, or abandoned Vehicles;
8. Damage, theft, loss, misuse, tampering, unauthorized repairs, or failure to report an Incident;
9. Smoking, vaping, excessive cleanliness issues, pet-related damage, or other misuse of Vehicles;
10. Abuse, harassment, threats, discrimination, fraud, or inappropriate conduct toward Kite, Customer Support, property staff, service providers, other Users, or members of the public;
11. Violation of property rules, parking rules, charging rules, building access rules, or community standards;
12. Use of the Services for illegal, fraudulent, commercial, or unauthorized purposes;
13. Conduct that may create safety, insurance, operational, reputational, legal, financial, or property risk for Kite or a Participating Property;
14. Any breach of these Terms or related policies.

14.3 Immediate Suspension for Safety or Risk

Kite may immediately suspend or restrict access without advance notice where Kite believes there may be:

1. A safety risk;
2. Impaired or dangerous operation;
3. Fraud or identity misuse;
4. Unauthorized Vehicle access;
5. Theft, vandalism, or tampering;
6. Insurance or licensing concern;
7. Repeated non-payment;
8. Abuse or threats toward staff or Users;
9. An active investigation into damage, accident, theft, loss, misuse, or misconduct;
10. Any other urgent operational, legal, property, or security concern.

14.4 Account Review

Kite may review your Account, Reservations, payment history, support history, Vehicle usage, Incident history, App data, telematics, inspection records, property reports, and other relevant information to determine whether restrictions, suspension, termination, fees, claims, or other action are appropriate.

Kite may request additional information, documents, payment, photos, statements, or cooperation from you as part of an account review.

Failure to cooperate may result in continued suspension, cancellation of future Reservations, termination, or additional action permitted under these Terms.

14.5 Cancellation of Future Reservations

If your Account is suspended, restricted, or terminated, Kite may cancel any future Reservations, memberships, Ride Packages, promotional access, or other Services associated with your Account.

Refunds or credits, if any, will be determined based on applicable law, the App, membership terms, Ride Package terms, promotional terms, and the circumstances leading to the suspension or termination.

Kite may withhold refunds or credits where permitted by law if termination results from misconduct, non-payment, fraud, damage, misuse, or breach of these Terms.

14.6 Membership and Kite Pass Restrictions

Kite may suspend, cancel, or restrict access to Kite Pass or any other membership program if you fail to comply with these Terms, fail to pay membership or usage

charges, misuse membership benefits, manipulate promotions or Ride Packages, or no longer meet eligibility requirements.

Loss of membership access does not automatically cancel amounts already owed, including usage charges, fees, damage charges, deductibles, tickets, tolls, cleaning fees, or other Charges.

14.7 Outstanding Amounts Remain Payable

Suspension, restriction, cancellation, or termination of your Account does not eliminate your responsibility for amounts owed to Kite.

You remain responsible for all Charges and Fees incurred before, during, or after suspension or termination, including:

1. Usage charges;
2. Membership fees;
3. Late return fees;
4. Cleaning fees;
5. Damage, repair, or replacement costs;
6. Tickets, tolls, towing, impound, idle fees, and fines;
7. Insurance Deductibles and claim-related amounts;
8. Administrative fees;
9. Collection costs, chargeback costs, legal fees, or court costs where permitted by law;
10. Any other amounts payable under these Terms.

14.8 Return of Vehicles and Equipment

If your Account is suspended, restricted, or terminated while you have possession of a Vehicle or Equipment, you must immediately follow Kite's instructions for returning, securing, charging, parking, or making the Vehicle and Equipment available for recovery.

Kite may recover, disable, relocate, tow, secure, or retake possession of a Vehicle or Equipment where necessary for safety, operational, legal, insurance, payment, or property reasons.

You may be responsible for any costs associated with recovery, towing, storage, relocation, charging, cleaning, repair, replacement, or administrative handling.

14.9 No Circumvention

If your Account is suspended, restricted, or terminated, you may not attempt to bypass the restriction by creating another Account, using another person's Account, using

another person's payment method or identity, accessing another User's Reservation, or otherwise attempting to use the Services without approval.

Any attempt to circumvent a suspension or termination may result in permanent loss of access and additional action by Kite.

14.10 User-Initiated Account Closure

You may request to close your Account by contacting Kite through an approved support channel.

Before closing your Account, Kite may require you to:

1. Pay all outstanding amounts;
2. Resolve open disputes, claims, tickets, tolls, damage matters, or insurance issues;
3. Return all Vehicles and Equipment;
4. Cancel active or future Reservations;
5. Complete any required account verification or closure steps.

Closing your Account does not affect your responsibility for amounts owed or obligations arising from prior use of the Services.

14.11 Effect of Termination

Upon suspension, restriction, or termination, your right to access and use the Services may immediately cease in whole or in part.

The provisions of these Terms that by their nature should continue after suspension or termination will continue to apply, including provisions relating to payments, fees, damage, deductibles, insurance claims, tickets, tolls, privacy, dispute resolution, limitation of liability, indemnity, governing law, and cooperation obligations.

14.12 Reinstatement

Kite may, but is not required to, reinstate a suspended or terminated Account.

Reinstatement may be subject to conditions, including payment of outstanding amounts, updated verification, driver's licence review, insurance eligibility review, completion of an investigation, acknowledgement of policy requirements, or other conditions determined by Kite.

14.13 Property or Program Removal

Because Kite operates through Participating Properties, your access may also be restricted or removed if:

1. You are no longer a resident, tenant, guest, employee, or authorized user of the Participating Property;
2. The Participating Property requests removal or restriction of access;
3. Kite no longer operates at that property;
4. The Vehicle type, amenity program, or membership option is discontinued;
5. Access is restricted for safety, security, property, legal, or operational reasons.

Where access to one Participating Property is removed, Kite may determine whether you remain eligible to use Services at other locations.

14.14 Reservation Restrictions Instead of Termination

Kite may choose to apply targeted restrictions instead of full Account termination.

These restrictions may include:

1. Limiting access to certain Vehicle types;
2. Reducing maximum Reservation duration;
3. Requiring pre-authorization or deposit;
4. Restricting advance bookings;
5. Removing membership or promotional benefits;
6. Requiring additional verification;
7. Requiring payment of outstanding balances before new Reservations;
8. Restricting access to certain Participating Properties.

14.15 No Liability for Restricted Access

To the fullest extent permitted by law, Kite is not responsible for losses, inconvenience, costs, or damages resulting from suspension, restriction, cancellation, or termination of access where Kite acts in accordance with these Terms, applicable law, safety requirements, insurance requirements, property rules, or operational needs.

Nothing in this section limits rights that cannot be excluded under applicable law.

Section 15 - Privacy, Data & App Use

15.1 Privacy Policy

Kite collects, uses, stores, discloses, and protects personal information in accordance with its Privacy Policy and applicable privacy laws.

By creating an Account, using the App, making a Reservation, accessing a Vehicle, purchasing a membership, contacting Customer Support, or otherwise using the Services, you acknowledge that Kite may collect, use, and disclose information as described in the Privacy Policy and these Terms.

If there is a conflict between this section and Kite's Privacy Policy regarding the handling of personal information, the Privacy Policy will govern, unless otherwise required by law.

15.2 Information Kite May Collect

Kite may collect information needed to provide, manage, secure, improve, and support the Services.

This may include:

1. Account information, such as name, contact information, login details, and profile information;
2. Identity and eligibility information, such as date of birth, driver's licence information, verification status, and insurance eligibility information;
3. Payment information, such as payment method details, billing records, transaction history, and outstanding balances;
4. Reservation and Trip information, such as Vehicle type, location, time, duration, charges, extensions, cancellations, and return status;
5. App and device information, such as device type, operating system, app version, IP address, identifiers, permissions, and usage logs;
6. Vehicle and telematics information, such as Vehicle location, mileage, speed, battery level, charging status, lock/unlock events, trip start and end times, warnings, and diagnostics;
7. Support and communications records, such as emails, calls, chats, support tickets, photos, incident reports, and feedback;
8. Incident-related information, such as accident reports, damage photos, police reports, insurance claim information, tickets, tolls, towing records, and repair records;
9. Property and access information, such as Participating Property eligibility, building access status, parking location, and amenity use records.

15.3 Vehicle Location and Telematics Data

Kite Vehicles may contain GPS, telematics, diagnostic, security, charging, or fleet management technology.

Kite may use Vehicle location and telematics data to:

1. Locate, unlock, lock, monitor, charge, maintain, recover, or secure Vehicles;
2. Confirm Trip start and end times;
3. Verify proper parking, return, charging, docking, or storage;
4. Investigate accidents, damage, theft, loss, misuse, tickets, tolls, disputes, or support issues;
5. Support billing, fee assessment, insurance claims, safety reviews, and account enforcement;
6. Improve fleet operations, availability, maintenance, safety, and customer experience.

Users should not expect Vehicle location, Trip activity, charging status, or Vehicle usage data to be anonymous during use of the Services.

15.4 App Permissions

Certain App features may require device permissions, including location, camera, notifications, Bluetooth, mobile data, or other permissions.

For example, the App may require location or camera access to help locate a Vehicle, scan a QR code, document damage, upload photos, unlock a Vehicle, start or end a Trip, or provide Customer Support.

If you disable required permissions, some Services may not function properly, and you may be unable to make a Reservation, access a Vehicle, report damage, receive important notices, or complete a Trip.

15.5 Communications and Notifications

Kite may communicate with you about your Account, Reservations, Trips, payments, fees, Vehicle access, charging, safety issues, support requests, membership status, policy updates, operational notices, and legal matters.

These communications may be sent by App notification, push notification, email, SMS, phone call, in-app message, website notice, or other contact method associated with your Account.

You are responsible for keeping your contact information accurate and for reviewing important Kite communications.

Operational, transactional, safety, account, legal, and service communications may be required as part of using the Services and may continue even if you opt out of marketing communications.

15.6 Marketing Communications

Kite may send marketing, promotional, membership, referral, survey, or service-related communications where permitted by law and with any consent required by law.

You may opt out of marketing communications using the unsubscribe method provided or by contacting Kite.

Opting out of marketing communications does not prevent Kite from sending operational, transactional, safety, account, legal, or service-related communications.

15.7 Photos, Videos, and User-Submitted Content

You may be asked or required to submit photos, videos, written descriptions, reports, or other content through the App or to Customer Support.

This may include content relating to Vehicle condition, damage, cleanliness, parking, charging, accidents, tickets, lost property, support issues, or identity verification.

By submitting content to Kite, you confirm that the content is accurate to the best of your knowledge and that you have the right to provide it.

Kite may use submitted content for purposes including support, billing, damage assessment, insurance claims, dispute resolution, safety, fraud prevention, training, operations, and legal compliance.

15.8 Accuracy of Information

You must provide accurate, current, and complete information when creating an Account, making a Reservation, completing verification, submitting payment information, reporting an issue, or communicating with Kite.

You must promptly update your Account information if it changes.

Providing false, incomplete, misleading, outdated, or fraudulent information may result in denied access, billing issues, insurance consequences, account restrictions, suspension, termination, or other action permitted under these Terms.

15.9 Account Security

You are responsible for keeping your login credentials, App access, device access, QR codes, Reservation details, and Account information secure.

You must not share your Account, password, access credentials, QR codes, membership benefits, or Reservation access with another person.

You must notify Kite immediately if you believe your Account, device, payment method, login credentials, or Reservation access has been lost, stolen, compromised, or used without authorization.

You may be responsible for activity, Charges, damage, misuse, or losses associated with your Account unless Kite determines otherwise or applicable law provides otherwise.

15.10 App Availability and Updates

Kite may update, modify, suspend, or discontinue the App or any App feature from time to time.

The App may be unavailable or limited due to maintenance, updates, technical issues, connectivity issues, device compatibility, operating system changes, third-party service outages, property access issues, or other circumstances.

You are responsible for using a compatible mobile device, maintaining sufficient battery and connectivity where required, installing available App updates, and ensuring that the App is functioning before starting a Reservation where reasonably possible.

15.11 App Misuse and Prohibited Technology Conduct

You may not misuse the App, website, payment systems, access systems, QR codes, software, Vehicle systems, telematics, charging systems, or any Kite technology.

Prohibited conduct includes:

1. Attempting to hack, reverse engineer, interfere with, disable, copy, scrape, overload, or disrupt Kite systems;
2. Circumventing eligibility, payment, location, geofencing, access, reservation, charging, or security controls;
3. Using bots, automated tools, fake accounts, false identities, or unauthorized scripts;
4. Tampering with QR codes, locks, fobs, telematics, GPS, charging systems, batteries, Vehicle software, or access devices;
5. Attempting to access another User’s Account, Reservation, payment information, personal information, or Vehicle;

6. Uploading malware, harmful code, false reports, misleading photos, or fraudulent information;
7. Using the App or Services for illegal, abusive, unsafe, fraudulent, or unauthorized purposes.

15.12 Third-Party Services

The Services may rely on third-party providers, including payment processors, identity verification providers, insurance providers, claims administrators, roadside assistance providers, towing providers, charging providers, software vendors, analytics providers, customer support providers, property partners, and communication platforms.

Your use of certain features may be subject to third-party terms, privacy notices, fees, limitations, or service availability.

Kite is not responsible for third-party services except to the extent required by applicable law or expressly stated in these Terms.

15.13 Data Use for Safety, Billing, Claims, and Enforcement

Kite may use Account data, App data, Vehicle data, telematics, support records, payment records, property reports, inspection records, photos, videos, and communications to:

1. Provide and improve the Services;
2. Manage Reservations, Trips, memberships, and payments;
3. Confirm Vehicle access, use, return, charging, and condition;
4. Investigate damage, accidents, theft, loss, misuse, tickets, tolls, billing disputes, or support issues;
5. Assess Charges, Fees, deductibles, refunds, credits, or account restrictions;
6. Support insurance claims, legal compliance, safety reviews, fraud prevention, and dispute resolution;
7. Protect Kite, Users, Participating Properties, Vehicles, Equipment, and the public.

15.14 User Privacy Rights

You may have rights under applicable privacy laws, including rights to access, correct, delete, withdraw consent, or ask questions about certain personal information held by Kite.

Requests relating to personal information should be made in accordance with Kite's Privacy Policy or by contacting Kite through the privacy contact method provided by Kite.

Certain information may need to be retained where required or permitted for legal, billing, insurance, safety, fraud prevention, operational, dispute resolution, or regulatory purposes.

15.15 No Tampering with Data or Records

You may not alter, delete, falsify, conceal, interfere with, or attempt to manipulate App records, Vehicle data, telematics, trip history, damage reports, support records, payment records, inspection records, photos, or other information related to the Services.

Any attempt to manipulate or falsify records may result in account suspension or termination, denial of refunds or credits, additional Charges, insurance consequences, or legal action.

15.16 Survival of Data and Account Obligations

Closing your Account, cancelling a membership, ending a Trip, or discontinuing use of the Services does not automatically delete all records associated with your use of the Services.

Kite may retain information as described in its Privacy Policy and as required or permitted by law, including information needed for billing, claims, insurance, safety, fraud prevention, dispute resolution, tax, accounting, legal, regulatory, operational, or enforcement purposes.

Section 16 - Liability, Governing Law & Miscellaneous

16.1 Assumption of Risk

You acknowledge that using Vehicles, Equipment, charging equipment, parking areas, roads, bike lanes, sidewalks, trails, docks, storage areas, and Participating Property facilities involves inherent risks.

These risks may include collision, injury, property damage, mechanical failure, battery failure, theft, weather conditions, road hazards, traffic, pedestrian activity, charging issues, equipment malfunction, rider error, driver error, third-party conduct, and other risks that cannot be fully eliminated.

You agree to use the Services carefully, responsibly, and at your own risk, subject to applicable law.

16.2 No Guarantee of Availability

Kite strives to provide reliable access to the Services, but does not guarantee that the App, Vehicles, Equipment, charging stations, parking spaces, membership benefits, Customer Support, or any other part of the Services will be available at all times.

Availability may be affected by maintenance, repairs, charging needs, damage, prior User delays, weather, road conditions, emergencies, property access restrictions, software issues, connectivity issues, insurance requirements, fleet operations, or events beyond Kite's reasonable control.

16.3 Limitation of Liability

To the fullest extent permitted by law, Kite and its officers, directors, employees, contractors, agents, insurers, service providers, Participating Properties, partners, and representatives will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages arising from or relating to your use of the Services.

This includes, without limitation, damages for lost profits, lost opportunity, loss of goodwill, loss of use, inconvenience, delay, missed reservations, missed appointments, personal belongings, alternative transportation costs, or other intangible losses.

Nothing in these Terms limits liability that cannot legally be limited or excluded under applicable law.

16.4 User Responsibility and Indemnity

To the fullest extent permitted by law, you agree to be responsible for and indemnify Kite, its officers, directors, employees, contractors, agents, insurers, service providers, Participating Properties, partners, and representatives from and against claims, losses, damages, liabilities, costs, and expenses arising from:

1. Your use or misuse of the Services;
2. Your breach of these Terms;
3. Your violation of applicable law;
4. Your unsafe, careless, reckless, impaired, unlawful, or prohibited operation of a Vehicle;
5. Damage, loss, theft, injury, fines, tickets, tolls, towing, impound, claims, or property damage connected to your Reservation, Trip, or Active Trip;
6. Your failure to properly return, charge, lock, secure, park, dock, or end a Trip;
7. Your failure to report or cooperate in connection with an Incident;
8. Use of your Account, login credentials, QR code, Payment Method, or Reservation by another person, except where prohibited by law.

This indemnity does not apply to the extent a claim is caused by Kite's gross negligence, wilful misconduct, or any liability that cannot be excluded by law.

16.5 No Waiver

Kite's failure or delay in enforcing any provision of these Terms does not waive Kite's right to enforce that provision later.

Any waiver must be made in writing by Kite and will apply only to the specific circumstance identified in that written waiver.

16.6 Severability

If any part of these Terms is found to be invalid, illegal, or unenforceable by a court or authority of competent jurisdiction, the remaining provisions will continue in full force and effect to the fullest extent permitted by law.

The invalid, illegal, or unenforceable provision will be interpreted, modified, or replaced to the minimum extent necessary to make it valid and enforceable, where permitted by law.

16.7 Assignment

You may not assign, transfer, delegate, or sublicense your Account, membership, Reservation, rights, or obligations under these Terms without Kite's prior written consent.

Kite may assign, transfer, delegate, subcontract, or otherwise deal with its rights and obligations under these Terms in connection with its operations, corporate transactions, insurance arrangements, service providers, Participating Properties, or business changes, subject to applicable law.

16.8 Force Majeure

Kite will not be responsible for delays, interruptions, failures, cancellations, or inability to provide the Services caused by events beyond its reasonable control.

These events may include weather, natural disasters, fire, flood, power outage, internet or telecommunications failure, app or software outage, labour disruption, supply chain issue, charging infrastructure failure, government action, road closure, emergency, public health event, civil disturbance, vandalism, theft, accident, insurance restriction, property access issue, or any other event beyond Kite's reasonable control.

16.9 Relationship Between the Parties

These Terms do not create any partnership, joint venture, employment, agency, franchise, fiduciary, landlord-tenant, or similar relationship between you and Kite.

You are an independent User of the Services and are responsible for your own conduct, obligations, and compliance with these Terms.

16.10 Third-Party Beneficiaries

Participating Properties, insurers, service providers, payment processors, claims administrators, fleet service providers, roadside assistance providers, towing providers, and other Kite partners may rely on provisions of these Terms that are intended to protect or benefit them, including provisions relating to liability, indemnity, payments, property rules, insurance, safety, data, and cooperation.

Except as expressly stated, these Terms do not create rights for any other third party.

16.11 Governing Law

These Terms and your use of the Services are governed by the laws of the Province of Quebec and the applicable laws of Canada, without regard to conflict of law principles.

16.12 Dispute Resolution and Jurisdiction

Subject to any rights that cannot be waived under applicable law, any dispute, claim, or legal proceeding arising from or relating to these Terms, the Services, your Account, a Reservation, a Trip, a Vehicle, Equipment, payments, damage, insurance, or any related matter will be brought before the courts of competent jurisdiction in Quebec, Canada.

Nothing in this section prevents Kite from seeking urgent injunctive, equitable, collection, recovery, or protective relief in any jurisdiction where necessary.

16.13 Language

These Terms may be made available in English, French, or another language.

Where required by applicable law, Users may have the right to receive these Terms or related documents in French.

If there is a conflict between language versions, the version identified by Kite as the official governing version will apply, except where applicable law requires otherwise.

16.14 Updates to These Terms

Kite may update, modify, replace, or amend these Terms from time to time.

Updated Terms may be posted in the App, on Kite's website, sent by email, included in a Reservation flow, or otherwise communicated by Kite.

Where required by law, Kite will provide notice or obtain consent before updated Terms apply.

Continued use of the Services after updated Terms become effective constitutes acceptance of the updated Terms.

16.15 Entire Agreement

These Terms, together with any related policies, waivers, releases, pricing disclosures, membership terms, insurance acknowledgements, App terms, property-specific rules, and documents incorporated by reference, form the agreement between you and Kite regarding your use of the Services.

These Terms replace any prior or inconsistent terms, communications, or understandings relating to the Services, except where Kite expressly states otherwise in writing.

16.16 Conflicts Between Documents

If there is a conflict between these Terms and the FAQ, website, user guide, support communication, marketing material, property signage, or other general communication, these Terms will govern unless Kite expressly states otherwise in writing or applicable law requires otherwise.

If there is a conflict between these Terms and a specific written policy, insurance policy, membership agreement, property-specific rule, waiver, release, or App disclosure, Kite may determine which document applies based on the specific Service, Vehicle, Reservation, membership, property, or issue involved, subject to applicable law.

16.17 Survival

Any provision of these Terms that by its nature should continue after a Trip, Reservation, membership, Account closure, suspension, termination, or discontinuation of the Services will continue to apply.

This includes provisions relating to payments, fees, damage, insurance, deductibles, tickets, tolls, claims, indemnity, liability, privacy, data retention, dispute resolution, governing law, cooperation, and enforcement.

16.18 Contact

Questions about these Terms or the Services should be directed to Kite through the contact information provided in the App, on Kite’s website, or through Kite’s designated Customer Support channels.