Lime response to Portland, OR

Shared Electric Scooter Permit Application

Submitted by:

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A. Company Overview

Lime was founded on a simple premise: how do we help American communities thrive? Here at Lime we answer that question by providing a new, cutting-edge solution to the first and last mile transportation problem — helping people move around their communities in an affordable, convenient, and sustainable manner. We are here to empower Americans to get where they need to go and to provide a dock-free mobility solution that complements existing transportation options while ushering in the next generation of shared mobility services.

Founded in 2017, Lime is a minority-owned American company (EIN: 81-4870517) headquartered in San Mateo, California. Our mission is to revolutionize mobility in cities, corporate campuses, and universities nationwide by providing residents with a safe, convenient, affordable, and viable transportation option that advances sustainability. We achieve these goals by utilizing modern mobile and wireless technologies to make mobility universally available and affordable with a subsidy-free network that is flexible and customizable, does not displace or occupy existing infrastructure, and can be easily moved in the case of special events, weather, or other public space priorities.

Backed by top-tier venture capital firms, we are able to make our cutting-edge smart bicycles, e-assist bikes, and e-scooters widely available at no cost to host communities. More than that, through hiring local operations staff and partnering with our hosts, we embed ourselves into every market where we operate, responding to on-the-ground conditions, changing consumer demands, and adhering to local ordinances and regulations. Here at Lime, we seek to be your partner for the long run. Having recently announced an additional $335 million in funding, we have the resources necessary to sustainably invest in our technology, operations, and team for years to come.

We are the nation's leading dock-free mobility provider thanks to:

- Our focus on the safety and quality of our bikes, e-assist bikes, and e-scooters, which we believe to be the best in the country;
- A sustained effort to reach every member of the communities in which we operate through varied pricing programs and deliberate placement;
- Our world-class team and financial backing;
- Industry leading technology and innovation capabilities;
- A focus on collaboration with cities and communities; and
- A proven track record of launching and operating mobility programs – including in communities with existing dock-based bike share systems.

By working collaboratively with municipalities and university partners, Lime has quickly become the national leader in dock-free bike sharing and operate in more than 60 city and university markets. While our goal is to operate in every community open to dock-free mobility, our differentiator is our top-notch operational and leadership teams. On staff we have a number of former carsharing and dock-based bikesharing leaders who helped bring these services to cities large and small across the country. Our team also has broad and deep local, state, and federal government experience and understands the transportation and policy challenges facing communities and universities across the country. It is through our close collaboration with cities, careful focus on operations, and commitment to high quality products that we have had such success around the country and have even been selected to serve as the exclusive dock-free mobility provider in a number of communities.

Below is a list of all cities served, including launch date and vehicle mix. Cities listing no vehicle mix are served solely by classic pedal bicycles.

Cities:

1. Key Biscayne, Florida (June 21, 2017)
2. South Bend, Indiana (July 11, 2017)
3. South Lake Tahoe, California (July 14, 2017, Relaunch June 7th 2018)
4. Seattle, Washington (July 27, 2017)
    a. Lime-E
5. Dallas, Texas (Aug., 2017)
6. Greensboro, North Carolina (Aug. 4, 2017)
7. South San Francisco, California (Aug. 8, 2017)
8. Imperial Beach, California (Sept. 8, 2017)
9. Washington DC (Sept. 20, 2017)
    a. Lime-S - 3/13/18 - ~100 scooters
10. Alameda, CA (Oct. 5, 2017)
11. Aurora, CO (Oct. 2, 2017)
12. Miami Shores, FL (Oct 14, 2017)
13. North Bay Village, FL (Oct 20, 2017)
14. Silver Spring, MD (Oct., 2017)
15. Los Angeles, CA
16. Charlotte, NC (Nov. 7, 2017)
    a. Lime-S - ~250 scooters
17. Scottsdale, AZ (Nov. 14, 2017)
18. Plano, TX (Nov. 28, 2017)
19. Arlington, TX (Nov. 22, 2017)
20. National City, CA (Nov 24, 2017)
21. San Jose, CA
    a. Lime-E
    b. Lime-S
22. Durham, NC (Nov. 27., 2017)

23. Zurich, Switzerland (12/11/2017) - international
24. Frankfurt, Germany (12/11/2017) - international
25. North Miami, FL - 1/10/ 2018
26. Burlingame, CA - 1/16/2018
    a. Lime-E
27. Bothell, Washington - 1/16/2018
28. Mesa, AZ - 1/20/2018
29. Walnut Creek, CA - 1/23/2018
30. El Cerrito, CA - 1/30/18
31. Albany, CA - 1/30/18
32. Ballantyne Corporate Park (outside of Charlotte), NC -2/5/2018
33. San Diego, CA (2/15/18)
    a. Lime-S - ~ 1000 scooters
    b. Lime-E
34. Monrovia, CA
35. Unincorporated Miami Dade - 4/1/2018
    a. Lime-E
36. Rockford, IL - 4/7/18
37. St. Louis, MO - 4/16/18
38. Miami (Wynwood, Downtown, Brickell) - 4/16/18
    a. Lime-S - ~ 150 scooters
39. Ithaca, NY - 4/23/18
40. Chicago, IL - 5/1/18
    a. Lime-E
41. Austin, TX - 4/16
    a. Lime-S - ~350 scooters
42. San Francisco, CA -03/2018
43. Malden, MA, April 2018 (Boston Regional System)
44. Mountain View, CA - 05/2018
45. Dublin, OH - May 5, 2018
46. Worthington, OH, May 19, 2018
47. Yonkers, NY - 5/21/18
48. Chelsea, MA, May 2018 (Boston Regional System)
49. Reno, NV (Reno, Sparks, Reno Sparks Indian Colony, University of Nevada -Reno, Washoe County) - 5/14/18
50. Santa Monica -
    a. Lime-E
    b. Lime-S - ~ 2500 scooters
51. Denver, CO - 05/25/2018
    a. Lime-S - ~200 scooters
52. Columbus, OH - 6/4/18
53. White Plains, NY - 6/4/18
54. Plainfield, NJ - 6/4/18

55. Elkhart, Indiana 6/13/18
56. Keyport, NJ - 6/16/18
57. Everett, MA, June 2018 (Boston Regional System)
58. Hartford, CT, June 2018

Given the length of this list we have not included contact information for all cities, however have copied below a list of references. We would be happy to supply more such if useful.

Description of Work	Contact Information
LimeBike began serving the Key Biscayne, Florida community in June 2017. While we do not provide scooters in Key Biscayne, it is our oldest market and thus the one most able to speak to how a long-term relationship with Lime might look. http://www.keybiscaynechamber.org/limebike	**Todd Hofferberth** Parks and Recreation Director Village of Key Biscayne 10 Village Green Way Key Biscayne, FL 33149 305.365.8497 thofferberth@keybiscayne.fl.gov
Lime worked closely with the Seattle Department of Transportation to establish the bike share policy for the City of Seattle. Evan has a strong understanding of our bike sharing service and operations, as well as the benefits of a dock-free bike sharing program. Lime currently operates 4,000 bikes and e-assist bikes in Seattle.	**Evan Corey** New Mobility Program Manager City of Seattle Department of Transportation Seattle Municipal Tower 700 5th Ave, Seattle, WA 98104 O: 206.684.4653 M: 206.472.3905 evan.corey@seattle.gov
Lime began serving the Greensboro, North Carolina community in August 2017 by vote of the City Council.	**Tyler Meyer** Transportation Planning Division Manager Greensboro, NC Department of Transportation 300 West Washington Street, Greensboro, NC 27401 O: 336.373.2254 tyler.meyer@ci.greensboro.nc.us
Lime worked with Justin to launch dock-free bikeshare in South San Francisco, California, a city of with a daytime population more more than 110,000 people.	**Justin Lovell** Public Works Administrator City of South San Francisco 500 North Canal, South San Francisco, CA 94080 O: 650.829.2895 justin.lovell@ssf.net
Lime worked with Suzanne to launch dock-free bikeshare at the University of North Carolina,	**Suzanne Williams** Associate Director, Campus Access Management University of North Carolina at Greensboro

Greensboro and has since expanded service to the city of Greensboro as noted above.	307 Walker Avenue Parking Deck, PO Box 26170 Greensboro, NC 27402 336.334.5595 sawilli2@uncg.edu

b) List all legal or regulatory enforcement actions, by type, initiated against the company

To date, Lime has been fortunate to not faced any regulatory action taken against us in the form of a lawsuit or injunction.

B. Shared Electric Scooter Description

The Lime E-Scooter

- Brand name: Lime-S
- Dimension: 1160 x 480 x 1230 mm
- Max range: ~40 miles depending on usage
- Max speed: ~18 MPH, though OTA updates enable real-time adjustment as needed
- Wheel: 8'' Solid Tire, rear drum brake
- Weight: 12.95 kg / 28.55 lbs
- Frame material: Magnesium alloy
- Motor: 250w
- Battery: lithium battery, direct charging (ops team will collect all fleets and recharge in warehouse every 1-2 days)
- Fully charging cycle: 4.5~5 hrs
- Price for user: $1 as the basic unlocking fee, and $.15 for every minute

C. Maintenance & Operations Plan

a) Maintenance

i) The frequency and extent of your maintenance and cleaning of scooters

We typically learn that a scooter needs maintenance through one of the following ways:

- A report is received through the in-app function that allows customers to indicate to us when a scooter is having a maintenance issue;
- A rider calls or emails our customer service center informing us that a scooter is in need of maintenance support; or
- As our team retrieves scooters each night, the team identifies maintenance issues that require attention.

Our approach to maintenance, cleaning and repair of scooters is multi-faceted. We ensure that scooters are touched on a daily basis and that there are protocols in place to address issues promptly. First, if a scooter has

two low-star trip ratings, it is automatically put into maintenance mode, which means it's flagged for our operations team to take a closer look at that particular scooter and try and identify the reason for receiving low ratings. An in-app report from a user also automatically puts that scooter into maintenance mode. Our field patrol teams also ensure that each time they touch a scooter it is in proper working condition. All scooters are wiped down and cleaned before being re-deployed each day, while basic maintenance tasks (such as tightening scooter stems) are completed throughout each deployment as well. We work to keep scooters in operable condition and replace parts as needed. This ensures that the lifespan of a scooter is extended for as long as possible. The expected lifespan of our batteries is 1.5 years, and any that malfunction or are beyond repair we send back to our manufacturing partner for additional R&D.

ii) The type of labor (employees, staffing services, contract labor, etc.) conducting the work

We have already hired numerous Portland-area residents to be part of our Field Operations team. These positions are 40+ hours a week with a dynamic team, and we are proud to be helping create local economic opportunities. We work with several temp agencies, which provide access to healthcare and which Lime contributes to if the hire chooses to opt in. Not only does this provide opportunities to people in the neighborhoods we are serving, but it also allows for the face of the company to be people who love, know, and understand Portland.

In addition to our regular sourcing and hiring channels, we have made a concerted effort to build partnerships that will lead to create a long-term employment pipeline at Lime for those who may benefit most. Specifically, we have already been in talks with Self Enhancement, Inc., an organization dedicated to guiding underserved youth to realize their full potential. Similarly, we have engaged with Better Blocks and Forth to identify additional pathways to employment for communities they serve.

In other cities we have worked hard to hire military veterans, formerly incarcerated men and women, and people from disadvantaged communities onto our teams. We promoted our hiring via flyers in the community and through our social networks, as well as by hosting events at which we we have offered safety demonstrations, informational workshops, and on-the-spot interviews. We plan to undertake similar events and maintain open pipelines through our community partners for hiring opportunities in Portland.

For charging and redistributing scooters, we also utilize a network of reliable independent contractors who serve as "Juicers."Those people could be anyone in the community, and are paid on a per-charging event basis.

iii) The average lifespan of the scooter and scooter disposal practice

Our scooter life spans vary based on utilization and damage. On average, current average life span is around 4 months.

If a scooter cannot be easily repaired, it is up-cycled and reused for parts. We train our specialists to be proactive in using parts harvested from other scooters rather than sourcing new parts. If scooter parts need to be disposed, we have the following procedures:

- All metals are currently classified as a steel/aluminum alloy, which we recycle at local recycling centers;

- We make regular deliveries of cardboard and plastic to the appropriate processing center; we have begun working to develop such partnerships in Portland.
- We recycle dead batteries through local battery recycling facilities; we have begun working to develop such partnerships in Portland.

iv) The extent of scooter maintenance
Our local operations teams maintain all scooters themselves, on location in our local warehouse. In this case, all scooter repairs will be undertaken in Portland in our local warehouse by our local team.

b) Operations

i) Hours of operation
Lime typically operates three different shifts seven days per week: morning, mid-day, and night. The morning shift starts at 5 a.m. when the team drives to our charging locations to pick up and load our scooters. Once scooters are loaded, the team heads to various zones around the City to deploy the scooters. Within each zone we have specific drop points, based on our analysis of sidewalk space available, foot traffic, and previous usage. We also stage scooters at LimeHubs, local businesses that have agreed to host scooters on their property. We train our team to be familiar with the local regulations regarding obstruction of the public right of way. As such, scooters are parked on the sidewalk out of the way of pedestrian walkways, ADA accessibility pathways, curbs, doorways, mass transit or bus station entrances, or grass fields.

At noon, our mid-day shift begins. This team actively patrols the City throughout the day and monitors the scooter fleet to address a number of items, including: identifying and picking up scooters that are low on battery to recharge; immediately addressing any maintenance issues reported in the app; handling any customer service issues reported in the app or via our customer call number or email address; reparking scooters that are found or reported to be improperly parked; rebalancing and redistributing scooters that are parked in too large a cluster. This team is also trained to repark scooters in accordance with our guidelines mentioned above.

At 7 p.m., our night shift team starts. This crew splits up by zone and drives around the city to collect the scooters and return them to charging locations. These zones are designed to maximize efficiency of each team's driving and are based on the distribution of scooters that need to be picked up. Each scooter goes through a thorough maintenance check and is then charged for the night before the morning team begins again the next day. The model of having a night shift focusing solely on pickup has been tremendously effective in helping us collect scooters off the public streets in a timely fashion.

Our operations teams accomplish their tasks utilizing a combination of vans, electric trikes, and, in markets where we operate bikes, ebikes with trailers.

ii) Pricing Plan

Pricing for the Lime-S is $1 to unlock and $0.15/minute.

iii) Storage of scooters during non-operational hours

When not in use during non-operational hours, Lime scooters will be stored in either our warehouse or, while charging, in the charging facility employed by our juicers (typically their home or workplace).

iv) Proposed fleet size and service area at launch. Note that PBOT requires 20% of fleet to be deployed daily with the East Neighborhoods Pattern Area, as shown in the Appendix.
Noted; we look forward to serving all of Portland. We will launch with the maximum allowed scooter allotment and will grow, in accordance with the rules, as quickly as possible. We would recommend PBOT look toward performance based caps for future fleet sizing, and welcome the opportunity to scale based on demand over time.

v) Methods and frequency of deploying, redistributing and charging scooters. How will you know when the vehicle battery requires charging?

Our scooters are charged by a combination of our staff and Juicers, who are members of the community who sign up through the app to charge our scooters. Our internal tracking tools allow us to know the real time location, health and battery levels for our products at any given time. This allows us to proactively retrieve scooters in need of maintenance or charging to ensure consistent positive user experiences.

vi) Process for receiving and resolving complaints and problems with scooters blocking the travel movement in real-time (e.g., sidewalk, travel lane, etc.). Include the customer intake process, and staffing levels. In what time frame are complaints acknowledged and resolved? (Communication strategies with users are listed later.)

We receive complaints through our 24-7 customer service team, staffed out of our headquarters in California. Complaints are received via phone, email, text, and social media. Reports are triaged to the respective team via an internal software tool, and the local team then resolves the concern. We are proud to report an over 90% satisfaction rate with our customer service.

vii) Helmet distribution strategy

We regularly distribute helmets in a number of ways, including but not limited to the following:

- At launch at scooter deployment locations (aka LimeHubs)
- At community events such as farmers' markets, festivals, and other events via our Brand Ambassadors
- To anyone who puts $10 credit on their scooter account, we are happy to distribute at our warehouse or at specified events

c) Local Operator Contact Information

i) Provide the name, email, phone of your local operator, available by phone 24 hours/7 days a week
Our Portland Operations Manager is Barrett Brown, reachable at barrett@limebike.com or (914)334-5082

ii) List address(es) of Portland operations and any storage facilities: 1728 NE Glisan Ave, Portland.

c) Customer Service Operations

i) Provide location(s) of your customer service operations.
We have a multilingual, 24-7 customer service center based out of our San Mateo, CA, headquarters.

ii) Provide your 24-hour customer service number.
Customer service is available 24-7 by phone and text at 1.888.LIME.345 as well as by email: support@limebike.com.

iii) Does your customer service number provide the ability for translation services?
Yes. We have 7 languages in-house and are able to add an additional 100+ languages as needed through a contract service.

D. Safety History Report

a) Total number of reported and/or observed crashes and collisions and b) Total number of reported injuries, separated by: minor injuries, major injuries resulting in hospitalization, fatal injuries

We do not maintain a comprehensive record of reported/observed crashes and collisions across our more than 60 markets. In the period from 1 May 2017 to 12 July 2018, we have had approximately 150 claims come to support for both automobile, property damage and personal injury. This included a total of 32 cases of major injury [as defined by exposed flesh wounds, broken bones, hospitalization est] with 0 at fault and 27 cases of minor injury [as defined by flesh wounds and scrapes] with 0 at fault. Thankfully, we have had 0 cases of fatal injuries.

c) Total number of reported injuries that involved person(s) with a disability

Lime has found no record of any reported injuries that involve any person(s) with a disability.

d) Total number of reported citations that involved a User

Lime's understanding is that citations, if any, are issued by local government authorities to individual users. Therefore, Lime has no notice of such citations issued (if any) to any individual users.

e) A summary of changes made by company or agency in response to safety incidents

Lime is continually analyzing and improving our services as a result of a responsible corporate culture that takes pride in keeping our riders safe. There are no changes that have been made in response to any specific safety

incident. Lime is constantly improving safety on all fronts, including hardware, in-app education and notification, and through helmet donations.

E. Complaint History Report

a) Include total number and nature of complaints filed by Users and Non-Users, by city, and over what timeframe.

Given that we operate over 60 markets, an exhaustive list of complaints would be challenging to compile. However, most complaints fall under a few general categories: inability to find or unlock a vehicle; insufficient vehicles in a given area; problem with a vehicle; payment issues; vehicle mis-parked. We typically see a spike in such complaints at launch, and after a month or so the number of complaints tends to drop off.

b) Average time taken to resolve complaints, by type.

We have a goal of resolving 90% of all complaints within one hour of receipt, and typically succeed at achieving that goal.

F. User Equity Plan

a) What strategies will you use to increase access and utilization of Shared Scooters among low-income and historically underserved communities?

We are sensitive to the need to equitably implement our services, and part of our commitment to equity has been maintaining a deployment of our products throughout Communities of Concern, particularly in areas of the city that are less well-served by other forms of mobility. We will replicate this approach in Portland. Further, by building partnerships with community organizations with a particular focus on helping the underserved, we seek to integrate ourselves into those communities. Our vehicles are typically considerably cheaper than operating one's own car or other alternatives; we seek every opportunity to demonstrate this to all communities - especially low income and historically underserved communities.

b) What will your discounted pricing be for people living on low-incomes?

We do not currently offer discounted pricing on our scooters for people living on low-incomes.

c) Describe any plans to offer a cash payment option.

Lime is pleased to offer the Lime Community Network program - Lime's solution for individuals who face two key barriers to access inherent in our model: lack of a smartphone and/or data plan, and lack of access to bank

accounts or credit cards. We have expanded on the success of our cash-based account registration system initially launched in Seattle by incorporating additional elements to account for low-income communities. We partner with PayNearMe for cash-based access, which extends to our ability to remotely unlock any of our vehicles for any registered rider - reducing the need for a smartphone. Please see our Lime Community Impact page for a more thorough explanation: https://www.limebike.com/community-impact

d) What languages are your services provided in?

Customer support is currently offered in English, Spanish, Chinese, and four other languages, with more to come. The app can be utilized in English, German, French, Chinese, and Spanish.

e) Are your apps and websites accessible and screen reader compatible?

Lime works to make our apps and websites accessible across a wide variety of computing devices.

G. Economic Opportunity Plan

a) How will you create jobs for people living on low-income and traditionally underserved, including people of color, low-income people, immigrants and refugees, veterans, people with disabilities, women, and formerly incarcerated people?

As noted above, in addition to our regular sourcing and hiring channels, in every city in which we operate we have made a concerted effort to build partnerships that will lead to create a long-term employment pipeline at Lime for those who may benefit most. Specifically, we have already been in talks with Self Enhancement, Inc., an organization dedicated to guiding underserved youth to realize their full potential. Similarly, we have engaged with Better Blocks and Forth to identify additional pathways to employment for communities they serve.

In other cities we have worked hard to hire military veterans, formerly incarcerated men and women, and people from disadvantaged communities onto our teams. We promoted our hiring via flyers in the community and through our social networks, as well as by hosting events at which we we have offered safety demonstrations, informational workshops, and on-the-spot interviews. We plan to undertake similar events and maintain open pipelines through our community partners for hiring opportunities in Portland.

b) How will you contribute to enhancing the economic and civic vitality of Portland?

In addition to the above, we strive to truly be part of the communities in which we operate. This includes participating in community events, donating utilization, and in most communities, donating money to local non-profits. In every city in which we operate, we create new economic opportunities. For example, in Seattle, where we operate a fleet of ~4000 bikes and e-bikes, we have created new job opportunities for over 50 people. With scooters, we are able to further contribute to the economic health of the community through our Juicer program, in which community members charge our scooters on a contract basis at will. Finally, shared bikes and

scooters encourage and facilitate people stopping at local businesses. With our LimeHubs, Lime partners with small business owners to stage scooters in front of their facilities; in turn, we find that many of our customers purchase services or products from those businesses - not only creating a virtuous economic circle but also enhancing civic connectivity.

H. Communication & Outreach Plan

a) User Education: Describe your plan to educate and encourage user compliance with all applicable laws, including minimum age, helmet requirements, and prohibition of sidewalk riding. To reduce barriers to access, PBOT discourages permittees from requiring driver's license verification.

Throughout our operations, Lime has been proactive and made a concerted effort to educate and promote compliance with applicable laws both online and through community education campaigns. We understand our scooters are not to be parked in a way that obstructs the pedestrian traffic, nor should they inhibit accessibility to curbs, ramps, transit stops or entranceways. In our more than 60 markets where we provide dock-free, smart mobility service, parking compliance is over 95 percent. According to a Lime survey (See Appendix C), 80% of users said it was clear where they should park. Likewise, we strongly adhere to a no sidewalk-riding policy for our scooters. This is illustrated in the following ways:

1. On-scooter education
2. In-app education and on-boarding
3. Technology Innovations and Incentives

On-scooter Education

Lime-S is a custom-made, in-house-designed electric scooter. We have always taken it upon ourselves to communicate to users on the proper riding and parking etiquette. This is why the stems of our scooters have a number of requirements already listed and highlighted in bright color, facing where the rider stands. These include items such as:

- Park properly (i.e. by the curbside)
- DO NOT block sidewalk or traffic
- Must be 18+ years old to ride
- Wear a helmet when riding

All our scooters also have our customer service phone number and email address (1.888.LIME.345; support@limebike.com), both of which are open 24/7 for anyone - a rider or a general community member - to contact. See below for a picture of what this education looks like on our scooters.

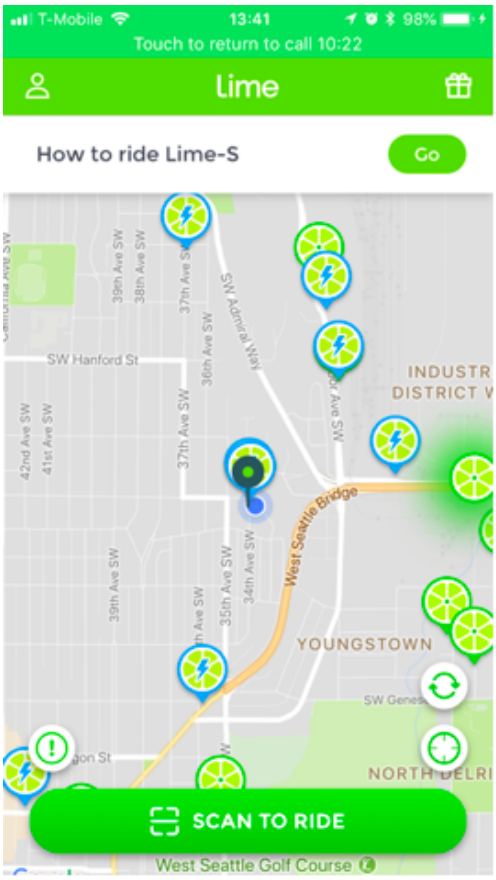
In-app education and onboarding

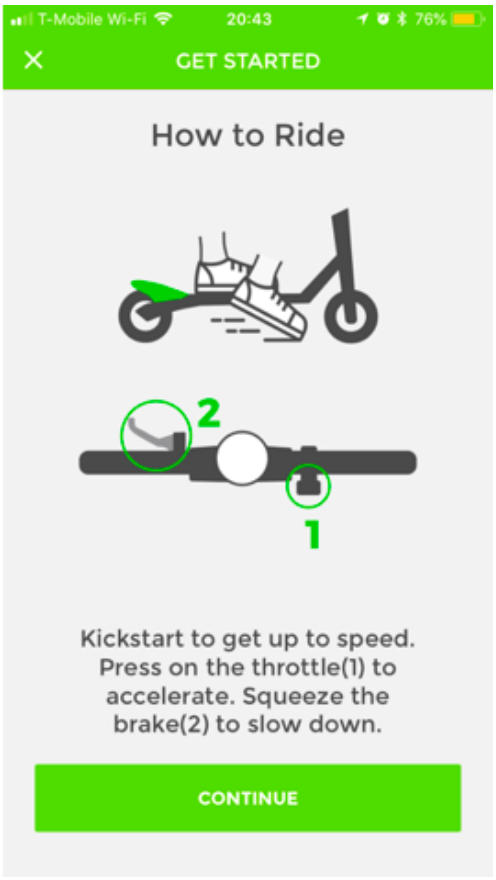
We also make extensive efforts to onboard users in a way that informs and trains them to ride and park properly and lawfully. When a rider unlocks a scooter for the first time, he or she is taken through a series of screenshots and texts that includes explanations for where to ride (in bike lanes, not on sidewalks), where to park (on curbsides or by bike racks, not blocking pedestrian paths or ADA ramps) and a reminder that helmets are required. We have also created a checklist that every rider must agree to before being allowed to unlock a scooter for the first time.

We also have these instructions available for easy access by riders. We have implemented a bar at the top of the Lime app map screen stating “How to ride Lime-S,” prompting users to click the green “GO” button to see this education.

In our Help menu, we include a Lime-S Scooter Manual section, within which has a Rules and Regulations tab that outlines the rules and conditions riders must agree to in order to ride a scooter.

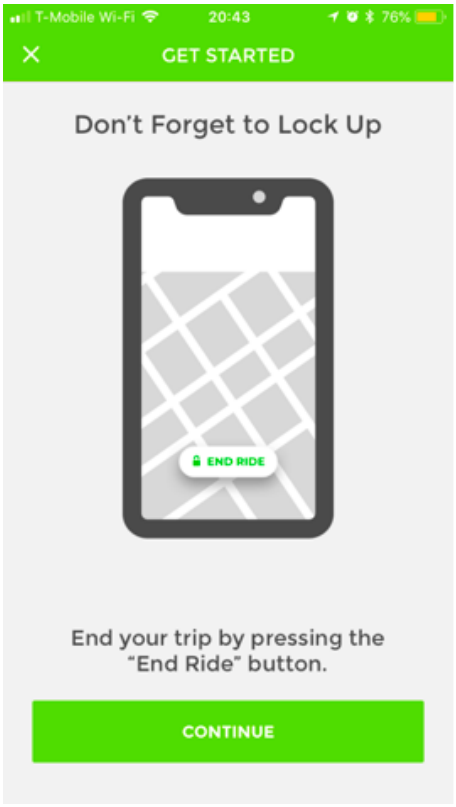
Examples of the above in-app education tools are below.

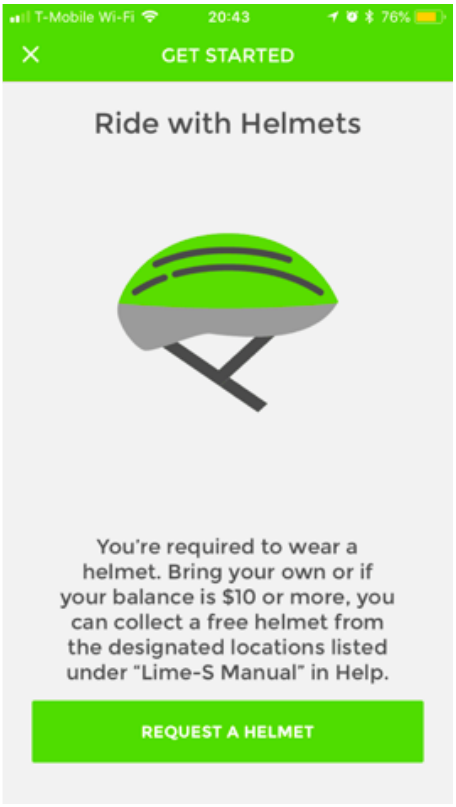


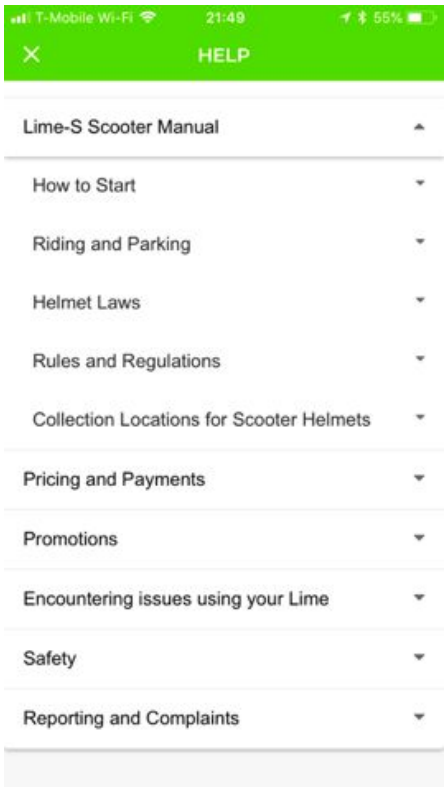


T-Mobile Wi-Fi
20:43
76%
GET STARTED
Where to Ride
Do not ride on sidewalks. Use the bike lanes when available.
CONTINUE

T-Mobile Wi-Fi
20:43
76%
GET STARTED
Park with Care
Park in accessible spaces such as curbsides or by bike racks. Do not block pedestrian paths, sidewalks, or ADA ramp
CONTINUE

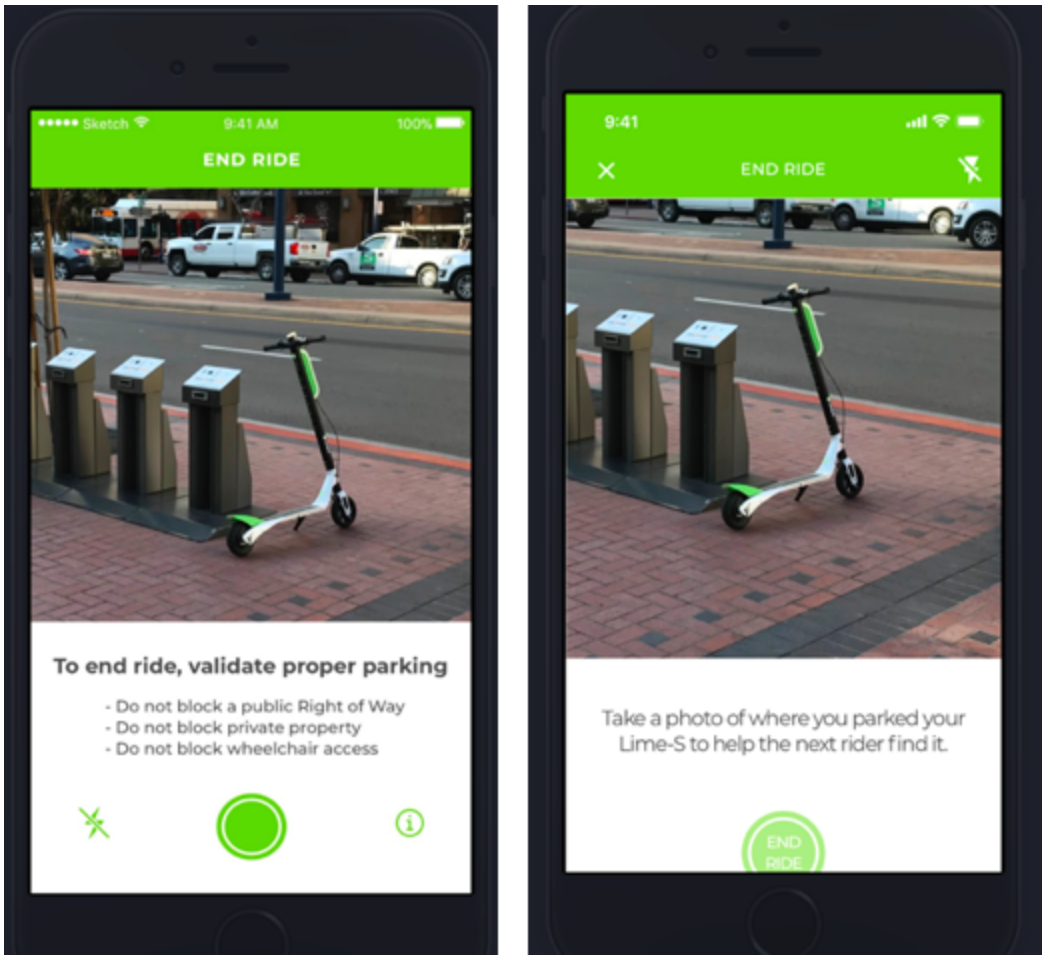

T-Mobile Wi-Fi
20:43
76%
GET STARTED
Don't Forget to Lock Up
END RIDE
End your trip by pressing the "End Ride" button.
CONTINUE


T-Mobile Wi-Fi
20:43
76%
GET STARTED
Ride with Helmets
You're required to wear a helmet. Bring your own or if your balance is $10 or more, you can collect a free helmet from the designated locations listed under "Lime-S Manual" in Help.
REQUEST A HELMET



Technology Innovations & Incentives

We have rolled out a feature that requires riders to take and submit a photo of his or her parked scooter at the end of the ride. We plan on building out and implementing machine learning techniques to create an automated system that can verify riders' parking jobs. This will allow us to easily offer rewards to riders who park properly and issue penalties to riders who improperly park scooters. Below are sample screenshots of how we are rolling this out with riders.



Another technology innovation we are currently prototyping is a sensor that alerts both the rider and our internal system when a scooter is ridden on different surfaces, such as either an asphalt roadway or a concrete sidewalk. This is still in development but it is a feature that we are excited about and which we feel would be effective in allowing us to monitor and enforce proper behavior regarding sidewalk riding.

We plan to monitor compliance through a combination of locally-hired on-the-ground teams and partnerships with local organizations to conduct in-person patrols and respond quickly to inbound inquiries or reports, while also implementing innovative technological solutions.

- We have recently completed an integration of our operations with software solutions that allow us to receive 311 alerts pertaining to Lime scooters, allowing us to address them immediately. We would be happy to connect with Portland on this item. In conjunction with this, we will increase our midday operations staff to address these and internal reports received, as well as conduct patrols and education campaigns to both correct parking issues and remind riders to not ride on the sidewalk and to park properly.
- We have activated our “tipped sensors” on all scooters. Similar to GPS’s ability to identify location, sensors on our scooters can detect whether a scooter is upright or not. In the case of a fallen or tipped

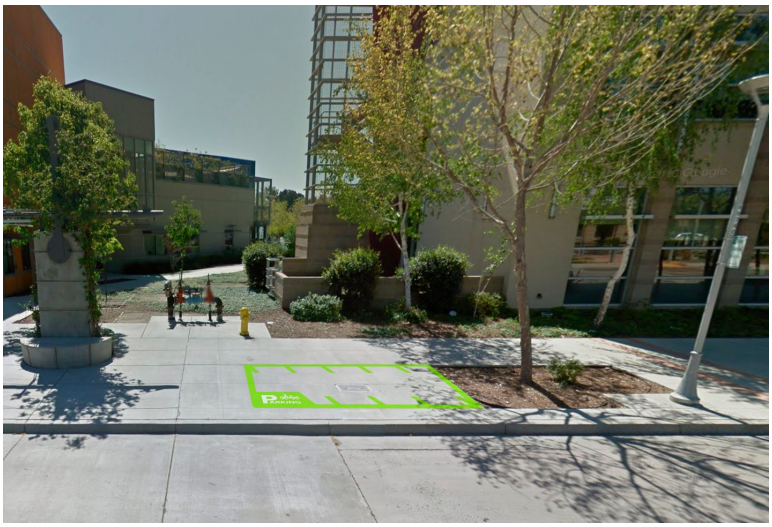
over scooter our field team is alerted in our operations app and will promptly respond and reposition the bike so that it is upright.

We plan to address users who are noncompliant in the following ways:

- Sending in-app notifications to warn users that riding scooters on sidewalks is not permissible, nor is parking in a manner that obstructs pedestrian pathways or accessibility in any way, and violators may be subject to penalties or removal from the Lime scooter share program.
- Sending videos and photos to users of proper riding etiquette, such as riding on the side of a street or in a bike lane. This can be done both through the app itself as well as through email and social media marketing campaigns that we will undertake periodically throughout the pilot period.

Potential additional measures

We look forward to working with the City on identifying additional measures that might be effective in improving compliance among riders. One mechanism would be selecting sidewalk space that could be simply noted with paint or decals as a designated scooter share parking locations. We have effectively implemented this technique in other cities where we operate and believe it will an effective and very low-cost method of corralling parking. As this new mobility option is embraced and becomes part of the suite of services available to the public, we believe this will be a critical tool for the city, in partnership with selected companies, to integrate into the city's parking efforts. See below as an example.



Regarding driver's licenses

While capable of including driver's license scanning, we agree with PBOT and do not support requiring the scanning of users' driver's licenses. This function raises a number of data privacy and security issues that we believe poses additional risks to users.

b) General Public Communication: Describe your plan to communicate to the public on system use, driving safely around scooters, and how to report complaints. List the languages your communications are provided in.

Experience has taught us that a thoughtful outreach program is an important tool, not only to raise awareness, but also to build support for – and community ownership of – a new shared mobility system. A successful outreach program educates on safety and etiquette, reaches audiences where they are and in their preferred communication medium. A successful outreach program creates new advocates. Our strategy includes outreach activities before, during, and after the rollout to collect feedback and implement improvements. Throughout, we will collect data on program activity that the City can use to monitor and adjust programs.

Lime has found that our social media is most effective when we leverage intelligent, organic, online community outreach. We will research and drive social engagement and community-relevant sites/accounts across channels to raise awareness of Lime and bike sharing, including proper etiquette. In addition to promoting on our own social media platforms, we will create materials that make it easy for community partners to share our message across their social media channels and in their email blasts.

Lime recognizes that communities have stakeholders with different desires, perspectives, and concerns. Our strategy delivers targeted messages to various audiences through a medium and language that best reaches them, as shown in the matrix below, our target audience segments include:

- Residents
- Students
- Large employers and institutions
- Small employers and businesses

Stakeholder Outreach

Audience	Characteristics	Messages	Ways to Reach
Residents	> Lime will be an integrated part of the community streetscape. > May have fears about biking and dockless bikeshare > Will be the primary users of the service > Looking for ways to optimize their commute	> Lime is committed to the community >Lime is an affordable new transportation option > Biking improves health and connects communities >Proper Lime safety and etiquette (parking) will be enforced	> Ongoing Community Events & Meetings > Advertising > Social Media > Lime Neighborhood Ambassadors

		>Lime will save you time and make your commute easier	
Students	> Excited about new mobility options > May not own a car > May not be familiar with Lime, or Portland	> Fun! > Improves mobility at low cost > Lime is a fun, inexpensive, and exciting way to learn the City and its attractions	> Social Media > Lime Brand Ambassadors > If allowed, on-campus events
Large Employers / Institutions	>Major anchors in the City >Large potential user-base (employees)	> Lime will be a benefit to your employees' commutes	>Organizational partnerships >Stakeholder meetings
Small Business Owners	>May have fears about biking and potential congestion or loss of parking >Looking for opportunities for more customers >Have many interactions with community members	> Lime can make your business more accessible and increase visitors >Lime is asking business owners to be part of the system's success	> Business association meetings >Lime neighborhood ambassadors

We have developed printed materials as well as on-vehicle messaging in Spanish and Chinese. In terms of community outreach, our language capacity is determined by the people we hire; we seek to hire people representative of the communities we serve, so typically have multiple languages on staff in any given city.

c) List additional elements a User's mobile phone that are requested during the registration process or subsequently. Why are they requested? Does the company use this data for other commercial purposes beyond the Shared Scooter service?

We do not currently request access to other elements of a user's mobile phone.

I. Privacy Policy

a) Provide a copy of your privacy policy, and describe how you safeguard Users' information, including personal, financial, and travel information.

Please see Appendix A for our full privacy policy.

The Lime team has experience in warehousing user data for top tech companies with a real-time and secure data tracking system that acts as the ears and eyes of Lime's business. Always putting our riders first, we securely record and store riders' personal information in encrypted databases. Lime stores minimal PII (personally identifiable information) in our database: name, email address, phone number only. Our data is always encrypted at rest via AES-256 and encrypted in transit via TLS. We also have access control policies to make sure data is not shared with anyone outside the company, or within the company except for specific administrators for legitimate uses.

b) List all of the parts of a User's mobile phone (e.g., camera, location services, contacts) that are required by Applicant for access to its service. Why are they required? Does the company use this data for other commercial purposes beyond the Shared Scooter service?

- Camera: We utilize the user's phone camera to enable the unlock function on our vehicles. We also use the camera for the user to take a photo of where/how they parked the scooter to track, guide and improve parking behaviors.
- Location services: If users do not opt out, we utilize location services to improve our vehicle tracking and maintain awareness of the vehicle location mid-trip. Besides tracking routes mid-ride, the location service is also important to enable a potential rider to search for scooters before the ride, and also to provide localized messaging to users based on their location, e.g. if they are searching for riding, or locking in a zone where we don't operate in.

We do not utilize any of this data for any commercial purposes beyond the shared scooter (or bike or e-bike) service.

J. Data Breach History

a) Provide a summary report describing the date, location, and type of data accessed for all data breaches.

We have not had any data breaches of which we are aware.

K. Data Sharing Agreement

We agree to the required data sharing. We are already exploring integration with Ride Report, an pending the outcome of those conversations, may opt for a third party provider. However, failing that, we will provide APIs as outlined. We will distribute a City-developed User Survey and provide the City access to the survey results.

Required Documentation

A. City of Portland Business License

Our City of Portland Business License account number is 856763.

B. Copy of Secretary of State Registration

Please see Appendix B.

C. Proof of Insurance

We have requested proof of insurance to include the City of Portland; this will be available (and we will immediately share with the City) before launch.

D. Certificate of PCI Compliance

Please see Appendix C.

E. Shared Electric Scooter Company Permit Application

Please see Appendix D.

Appendix A: Privacy Policy

Privacy Policy

Last Changes to Privacy Policy: March 15, 2017. Our Privacy Policy can be located here:

http://www.limebike.com/privacy

We are strongly committed to letting you know how we will collect and use your personal information. The policies below are applicable to data and information collected when you use the Neutron Holdings, Inc. network of websites, including www.LimeBike.com (including any versions optimized for viewing on a wireless or tablet device); all email newsletters published or distributed by Neutron Holdings, Inc.; all apps published by Neutron Holdings, Inc., including the "LimeBike" app; activate a LimeBike bicycle ("Bike") or use any other services made available by Neutron Holdings, Inc. ("Service") and all other interactive features and communications provided by Neutron Holdings, Inc. ("App"), however accessed and/or used, that are operated by us, made available by us, or produced and maintained by us and our related companies (collectively "LimeBike" or "we", "us", or "our"). We have established this privacy policy ("Privacy Policy") to let you know the kinds of personal information we may gather during your use of this App, why we gather your information, what we use your personal information for, when we might disclose your personal information, and how you can manage your personal information.

Please be advised that the practices described in this Privacy Policy apply to information gathered online through our App, through our websites and otherwise by our customer service personnel. It does not

apply to information that you may submit to organizations to which we may link or who may link to us or information that we may receive about you from other organizations.

By using our App, you are accepting the practices described in our Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use the App. We reserve the right to modify or amend the terms of our Privacy Policy from time to time without notice. Your continued use of our App following the posting of changes to these terms will mean you accept those changes. If we intend to apply the modifications or amendments to this Privacy Policy retroactively or to personal information already in our possession, we will provide you with notice of the modifications or amendments.

If you have any questions about this Privacy Policy or don't see your concerns addressed here, you should contact us by email at contact@limebike.com.

What Information About Me Is Collected and Stored?

We collect two basic types of information from you in conjunction with your use of the App, personal information and non-personal information. Personal information is information that you supply to us, as described more fully below, i.e., when you use our Services, obtain a subscription, complete a survey, register on the App, upload content, participate in a community, or provide your e-mail address. Personal information is any information that can individually identify you and includes, among other things, your name, e-mail address, telephone number, postal address, credit card, billing and contact information. Non-personal information includes information that does not personally identify you, but it may include tracking and usage information about your location, demographics, use of the App and the Internet.

Personal Information

As a general matter, you can browse the App without submitting your personal information to us. However, there are a number of circumstances in which you may supply us or our agents with your personal information. The following lists the most common ways in which we may collect your personal information.

- Registration for an account on the App
- Use of the account through the App, including rental of a Bike
- Payment information submitted to LimeBike when renting a Bike
- Registration for an event sponsored by LimeBike
- Profile information that You provide for Your user profile
- Social media information that you authorize
- Certain location data, as described below
- Uploading Content to the App
- Submitting an application to work at LimeBike
- Participation in surveys, contests, or sweepstakes
- Sign up to receive alerts or other information via email, text or instant message from LimeBike
- Request for customer service, support requests or other assistance
- App related communications, e.g. account verification; technical notification
- Participation in communities, commenting to blog entries and participation in other forums
- Submission of content or other data and information on any part of the App that permits it
- Any other place on the App where you knowingly volunteer personal information

Non-Personal Information

In addition, when you interact with the App, we may collect certain information that does not identify you individually and our servers may automatically keep an activity log of your use of our App ("Non-Personal Information"). Generally, we collect and store the following categories of Non-Personal Information:

- Non-identifiable demographic data such as age, gender, and five digit zip code as part of collecting personal information
- Device information about your computer, browser, mobile device, or other device that you use to access the App. This information may include IP address, geolocation information, unique device identifiers, browser type, browser language, and other transactional information.
- Analytics and usage information about your use of the App, including GPS routes, and status of GPS chips.
- Device information about the LimeBike Bike, including time stamps, battery status.
- Additional "traffic data" and log files such as time of access, date of access, software crash reports, session identification number, access times, and referring App addresses.
- Other information regarding your use of the App.

Collection of Your Source IP Address/Location Information

We collect and store location information about you on the App and associated with your account that you volunteer on the App or enable through the App or your device. We will collect location information regarding the location of the LimeBike Bikes, the routes taken by these Bikes, and the rental status of these Bikes. We will not collect any location information that you do not volunteer or enable, but you must agree to provide certain location information in order to use the Service. We also collect and store your device's source IP address which may disclose the location of your device at the time you access the App.

Collection of Personal Information From or Through Social Media Sites or Using Your Social Media Logon

When you interact with any Service Provider page or account on a social media platform, such as Facebook, Twitter, Google+, Tumblr, LinkedIn, YouTube, or Pinterest, we may collect the personal information that you make available to us on that page or account including your account ID or "handle." However, we will comply with the privacy policies of the corresponding social media platform and we will only collect and store such personal information that we are permitted to collect by these social media platforms. If you publish your social media profile on our Service, we may collect personal information that you make available as part of that profile.

Collection of Information From Other Sources

We also may collect information about you that we may receive from other sources or from our offline interactions with you to, among other things, enable us to verify, update information contained in our records and to better customize the App for you. We may also collect Personal Information from credit reporting agencies to, for example, determine your creditworthiness, credit score, and credit usage, in accordance with applicable laws.

Collection of Personal and Non-Personal Information Through Surveys and Promotions

From time to time We may provide You with the opportunity to participate in sweepstakes or other promotions on our Service, which might be sponsored or conducted by a third party. If you participate, We will request certain personally information from You. Participation in these sweepstakes and promotions are completely voluntary and You therefore have a choice whether or not to disclose this personal information. The requested personal information typically includes contact information. If there is a third party sponsor involved please make sure to review that party's privacy policy.

Collection of Third Party Personal Information Through Tell-A-Friend Feature

We may from time to time conduct a referral service to introduce people you know to our Apps and Service. If you choose to use our referral service to tell someone about our Apps and Service or a discount on the Apps and Service, we will ask you for your contact's name and email address. We will automatically send your contact a one-time email inviting him or her to visit our App. We store this information for the purpose of sending this one-time email and tracking the success of our referral program. Your contact may contact us at gao@limebike.com, mateo@limebike.com, or dwei@limebike.com to request that we remove this information from our database.

Personal Information and Minors

LimeBike Service is intended for persons 18 years of age or older. Although LimeBike Service may be used by minors at least 13 years of age, such use is under the responsibility and managed by the minor's parent or legal guardian. We do not knowingly collect personal information from minors. If it comes to our attention that we have collected personal information from a minor, we may delete this information without notice. If you have reason to believe that this has occurred, please contact us.

Use of Cookies and Other Tracking Technologies

Like many websites and mobile applications, we use "cookies", which are small text files that are stored on your computer or equipment when you visit certain online pages that record your preferences and actions. We may also use cookies to monitor traffic, improve the App and make it easier and/or relevant for your use. Like many Apps, we use cookies, web beacons and similar technologies to record your preferences, track the use of our Apps and your exposure to our advertisements. We may also use these technologies to monitor traffic, improve the Apps and make it easier and/or relevant for your use. If you delete your cookies or if you set your browser or device to decline these technologies, some features of the App may not work or may not work as designed.

We use both “session” cookies and “persistent” cookies. We do not use flash cookies, web storage, web beacons or other technology that tracks your browsing history across multiple Apps.

We use cookies for the other purposes set out below:

- We use cookies to remind us who you are and to find your account information in our database when you access a Service so you do not need to log in at every visit. This helps us to provide you with service tailored to your specific needs and interests. A cookie is created when you register for a Service
- We use cookies to determine the browser the visitor uses so the Apps can be designed to work properly with the most common versions of different browsers
- We use cookies in conjunction with sending you e-mail newsletters
- Advertisers that place ads on the App may use cookies
- We use cookies in conjunction with analysis of your use of our App and generate analytics regarding our App
- We use cookies to estimate our audience size. Your browser is given a unique cookie that helps us determine whether yours is a repeat visit or a first visit

We also use Google Analytics, a web analytics service provided by Google, Inc. (“Google”), on our Apps. Google Analytics uses cookies or other tracking technologies to help us analyze how users interact with and use the Apps, compile reports on the Apps’ activity, and provide other services related to Apps activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring App. The Apps do not use Google Analytics to gather information that personally identifies you. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google’s privacy

policies. To learn more about Google's partner services and to learn how to opt out of tracking of analytics by Google click here.

We may partner with third party advertising companies to better provide advertisements about our goods and services that may be of interest to you. These third party advertisers may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use the Apps. They may collect information about your online activities over time and across different Apps and other online services. They may use this information to provide you with interest-based advertising or other targeted content. These online advertising partners do not have access to or use your name, address, e-mail address, telephone number or other personally identifiable information from us, without your consent. They may, however, use persistent identifiers to anonymously track your Internet usage across other Apps in their networks beyond these Apps. While we restrict their further use of such information, such third parties may, with sufficient data from other sources, be able to personally identify you, unknown to us.

Third-party ad serving companies and other unaffiliated advertisers also display advertisements on our Apps. As part of their service, they may place a separate cookie on your computer or utilize other data collection and tracking technologies, to collect information such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server, and whether you responded to a particular advertisement. For a listing of the third party companies we may allow to place cookies to serve ads on the Apps, click here. We do not control these third parties' tracking technologies, how they may be used, or the information they may collect and we are not responsible for the privacy policies or the content of those third parties. Please visit the sites of those

businesses at the links above to review their privacy policies. We may add or change the list of third party ad servers from time to time and we encourage you to check this section for changes. You can learn more about online advertising at www.aboutads.info/consumers.

Many of the third party advertisers that place tracking tools on our Apps are members of programs that offer you additional choices regarding the collection and use of your information. You can learn more about the options available to limit these third parties' collection and use of your information by visiting the Apps for the Network Advertising Initiative and the Digital Advertising Alliance, as well as the webpages for Facebook's ad preferences tool and privacy policy.

Similarly, you can learn about your options to opt-out of mobile app tracking by certain advertising networks through your device settings. For more information about how to change these settings for Apple, Android or Windows devices, see:

Apple: http://support.apple.com/kb/HT4228 do

Android: http://www.google.com/policies/technologies/ads/

Windows: http://choice.microsoft.com/en-US/opt-out

Please note that opting-out of advertising networks services does not mean that you will not receive advertising while using our Apps or on other Apps, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs. It will, however, exclude you from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms.

Your browser or device may include "Do Not Track" functionality. Because a "Do Not Track" compliance protocol has not yet been finalized, LimeBike's information collection and disclosure practices, and the choices that we provide to customers, will continue to operate as described in this privacy policy, whether or not a Do Not Track signal is received.

How Do We Use Your Information?

We use the information we learn from you to help us personalize and continually improve your experience on the App. We may use your Personal and Non-Personal Information in the following ways:

General Uses

- To provide the LimeBike Service to you as you request
- To track the Bikes
- To upload your content to our App as you request
- To permit you to update, edit, and manage your content on our App
- To communicate with you about your account or transactions with us (including service related announcements) and send you information about features and enhancements on our App
- To communicate with you about changes to our policies
- To communicate with you about your comment to a blog post
- To personalize content and experiences on our App, including providing you reports, recommendations and feedback based on your preferences
- To disclose anonymized Personal Information to disclose statistics and analytics and other details regarding the use of our App.
- To optimize or improve our products, services and operations
- To automatically update the App on your device
- To detect, investigate, and prevent activities that may violate our policies or be illegal
- To perform statistical, demographic, and marketing analyses of users of the App

Use of Your Location Information

Specifically, we use your location information to:

- Track the use of the LimeBike Bikes
- Personalize content on our App, including providing you reports, recommendations and feedback based on your preferences
- Optimize or improve our products, services and operations
- Detect, investigate, and prevent activities that may violate our policies or be illegal
- Perform statistical, demographic, and marketing analyses of users of the App and their purchasing patterns

Combination of Your Personal Information

We use the information from one portion of the App on other portions of the App or elsewhere in our network of Apps, apps, and other interactive features, or in reports and analysis, all of which are owned and operated by LimeBike, and we may combine information gathered from multiple portions of the App into a single customer record or analysis or report. We also use and/or combine information that we collect off-line or we collect or receive from third party sources to enhance, expand, and check the accuracy of your customer records.

Who Do We Provide Your Information To?

Except as disclosed in this Privacy Policy, we do not disclose information about your Personal Information collected online to any companies not part of LimeBike or its parent, subsidiaries or related entities. In no event will we sell or rent your Personal Information as part of a customer list or similar transaction.

Business Partners, Sponsors and Third Parties

We may share your Personal Information with our sponsors and other business partners from time to time. You may withdraw your consent to our sharing of your Personal Information with business partners and third parties at any time by following the opt-out process described below.

Third-Party Agents

We have third party agents, subsidiaries, affiliates and partners that perform functions on our behalf, such as hosting, billing, push notifications, storage, bandwidth, content management tools, analytics, customer service, fraud protection, etc. These entities have access to the Personal Information needed to perform their functions and are contractually obligated to maintain the confidentiality and security of that Personal Information. They are restricted from using, selling, distributing or altering this data in any way other than to provide the requested services to the App.

Emergency Situations

We may also use or disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on us or the App; (b) protect and defend our rights or property, the App or our users, and (c) act under emergency circumstances to protect the personal safety of us, our affiliates, agents, or the users of the App or the public. This includes exchanging information with other companies and organizations for fraud protection.

What Steps Are Taken To Keep Personal Information Secure?

We are concerned about ensuring the security of your Personal Information. We exercise great care in providing secure transmission of your information from your device to our servers. Personal

Information collected by our App are stored in secure operating environments that are not available to the public. Our security procedures mean that we may occasionally request proof of identity before we disclose your Personal Information to you. Please understand, however, that while we try our best to safeguard your Personal Information once we receive it, no transmission of data over the Internet or any other public network can be guaranteed to be 100% secure.

How Can We Transfer Your Personal Information?

Your information collected through the App may be stored and processed in the United States or any other country in which LimeBike, its Clients, Affiliates or service providers maintain facilities. LimeBike, its Clients, Affiliates, or service providers may transfer information that we collect about you, including personal information across borders and from your country or jurisdiction to other countries or jurisdictions around the world. If you are located in the United States or other regions with laws governing data collection and use that may differ from US law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction. Wherever your personal information is transferred, stored, or processed by LimeBike, LimeBike will take reasonable steps to safeguard the privacy of your personal information. By registering for and using the App you consent to the transfer of information to the US or to any other country in which LimeBike, its Clients, Affiliates or service providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

How Long Do We Keep Your Information?

Following termination or deactivation of your account, LimeBike, its Clients, Affiliates, or its service providers may retain information (including your profile information) and user Content for a commercially reasonable time for backup, archival, and/or audit purposes. If you have any questions

about termination or deactivation of your account, please contact us directly at gao@limebike.com, mateo@limebike.com, or dwei@limebike.com.

What Happens When I Link To or From Another App?

This App may contain links to other Apps operated by third parties. Please be advised that the practices described in this Privacy Policy for LimeBike do not apply to information gathered through these other Apps. We are not responsible for the actions and privacy policies of third parties and other Apps.

Governing Law

This App is published in the United States. We attempt to protect the Personal Information of all users of our App and we attempt to comply with local data protection and consumer rights laws to the extent they may apply to the Services, but our App is located and targeted to United States citizens and our policies are directed at compliance with those laws. If you are uncertain whether this privacy policy conflicts with the applicable local privacy laws where you are located, you should not submit your Personal Information to LimeBike.

Assignment

We may change our ownership or corporate LimeBike while providing the App. We may also sell certain assets associated with the App. As a result, please be aware that in such event we may transfer some or all of your information to a LimeBike acquiring all or part of our assets or to another LimeBike with which we have merged. Under such circumstances we would, to the extent possible, require the acquiring party to follow the practices described in this Privacy Policy, as it may be amended from time to time. Nevertheless, we cannot promise that an acquiring LimeBike or the merged LimeBike will have the same privacy practices or treat your information the same as described in this Privacy Policy.

Changes to This Policy

As our App continues to develop, we may add new services and features to our App. In the event that these additions affect our Privacy Policy, this document will be updated appropriately. We will post those changes prominently so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone. We do, however, recommend that you read this Privacy Policy each time you use our App in case you missed our notice of changes to the Privacy Policy. We will not, however, materially change our policies and practices to make them less protective of Personal Information we have previously collected from you without your express consent.

What Are Your Choices and How Do You Opt-Out?

We believe you should have choices about the collection, use and sharing of your information. Although you cannot opt-out of all data collection when you visit our Apps, you can limit the collection, use and sharing of your personally identifiable information.

Collection of Personal Information. All personally identifiable information is provided on a voluntary basis. If you do not want LimeBike to collect such information, you should not submit it to the App. However, doing so will restrict your ability to access some content and use some of the functionality of the App.

Emails and Other Communications. If you would like to alter the type of communications you receive from us, including opting out of promotional communications from us, you may do so at any time by updating the communication preferences specified in your account profile through the App. Please note

that this may affect your ability to access certain products and services, and we may continue to send non-promotional communications such as staffing confirmations, surveys, and other information about your use of the Service. If you refer others to us using our email functionality, please note that they may choose not to receive any promotional emails from us in the future by following the opt-out instructions in the email invitation.

Tracking. You also have choices to limit some tracking mechanisms that collect information when you use the App. Many web browsers automatically accept cookies, but you can usually modify your browser's setting to decline cookies if you prefer. If you choose to decline cookies, certain features of our App, including the App themselves, may not function properly or remain accessible to you. In addition, you may also render some web beacons unusable by rejecting or removing their associated cookies. Note that if you choose to remove cookies, you may remove opt-out cookies that affect your advertising preferences. For more detail on your ability to opt out, see Use of Cookies and Other Tracking Technologies above.

Please note that while you may opt out of online behavioral advertising and other targeted advertising served by participating companies through App you may still see other types of advertising on the App, it just may not be as relevant or targeted to your interests.

Accessing and Correcting Your Information. If you have an account with LimeBike, you may review and change your information by logging into your account and editing your profile. Be advised that we may not be able to delete your Personal Information without also deleting your user account. You will not be permitted to examine the Personal Information of any other person or entity and may be required

to provide us with Personal Information to verify your identity prior to accessing any records containing information about you. We may not accommodate a request to change or delete Personal Information if we believe doing so would violate any law or legal requirement, or cause the information to be incorrect.

If you have any questions about this Privacy Policy, you should contact us by email at gao@limebike.com, mateo@limebike.com, or dwei@limebike.com.

Your California Privacy Rights

California Civil Code Section 1798.83 permits customers of LimeBike who are California residents to request certain information regarding its disclosure of their personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to gao@limebike.com, mateo@limebike.com, or dwei@limebike.com.

Appendix B: Copy of Secretary of State Registration

Business Registry Business Name Search

New Search

Business Entity Data

07-11-2018
15:41

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
1430551-92	FBC	ACT	DELAWARE	04-16-2018	04-16-2019	
Entity Name	NEUTRON HOLDINGS, INC.					
Foreign Name						

New Search

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Addr 1	2121 S EL CAMINO REAL B-100					
Addr 2						
CSZ	SAN MATEO	CA	94403		**Country**	UNITED STATES OF AMERICA

Please click here for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	**Start Date**	04-16-2018	**Resign Date**	
Of Record	003292-27	C T CORPORATION SYSTEM				
Addr 1	780 COMMERCIAL ST SE STE 100					
Addr 2						
CSZ	SALEM	OR	97301		**Country**	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS			
Addr 1	2121 S EL CAMINO REAL B-100				
Addr 2					
CSZ	SAN MATEO	CA	94403	**Country**	UNITED STATES OF AMERICA

Type	PRE	PRESIDENT			**Resign Date**	
Name	WEIYAO		SUN			
Addr 1	2121 S EL CAMINO REAL B-100					
Addr 2						
CSZ	SAN MATEO	CA	94403	**Country**	UNITED STATES OF AMERICA	

Type	SEC	SECRETARY			**Resign Date**	
Name	BRAD		BAO			
Addr 1	2121 S EL CAMINO REAL B-100					
Addr 2						
CSZ	SAN MATEO	CA	94403	**Country**	UNITED STATES OF AMERICA	

New Search

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
NEUTRON HOLDINGS, INC.	EN	CUR	04-16-2018	

Please read before ordering Copies.

New Search

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	APPLICATION FOR AUTHORITY	04-16-2018		FI	Agent	

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Appendix C: Certificate of PCI Compliance

Payment Card Industry (PCI)
Data Security Standard
Self-Assessment Questionnaire A
and Attestation of Compliance

Card-not-present Merchants,
All Cardholder Data Functions Fully Outsourced

For use with PCI DSS Version 3.2

Revision 1.1

January 2017

Document Changes

Date	PCI DSS Version	SAQ Revision	Description
October 2008	1.2		To align content with new PCI DSS v1.2 and to implement minor changes noted since original v1.1.
October 2010	2.0		To align content with new PCI DSS v2.0 requirements and testing procedures.
February 2014	3.0		To align content with PCI DSS v3.0 requirements and testing procedures and incorporate additional response options.
April 2015	3.1		Updated to align with PCI DSS v3.1. For details of PCI DSS changes, see *PCI DSS – Summary of Changes from PCI DSS Version 3.0 to 3.1*.
July 2015	3.1	1.1	Updated version numbering to align with other SAQs.
April 2016	3.2	1.0	Updated to align with PCI DSS v3.2. For details of PCI DSS changes, see *PCI DSS – Summary of Changes from PCI DSS Version 3.1 to 3.2.* Requirements added from PCI DSS v3.2 Requirements 2, 8, and 12.
January 2017	3.2	1.1	Updated Document Changes to clarify requirements added in the April 2016 update. Added note to Before You Begin section to clarify intent of inclusion of PCI DSS Requirements 2 and 8.

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Before You Begin

SAQ A has been developed to address requirements applicable to merchants whose cardholder data functions are completely outsourced to validated third parties, where the merchant retains only paper reports or receipts with cardholder data.

SAQ A merchants may be either e-commerce or mail/telephone-order merchants (card-not-present), and do not store, process, or transmit any cardholder data in electronic format on their systems or premises.

SAQ A merchants confirm that, for this payment channel:

- Your company accepts only card-not-present (e-commerce or mail/telephone-order) transactions;
- All processing of cardholder data is entirely outsourced to PCI DSS validated third-party service providers;
- Your company does not electronically store, process, or transmit any cardholder data on your systems or premises, but relies entirely on a third party(s) to handle all these functions;
- Your company has confirmed that all third party(s) handling storage, processing, and/or transmission of cardholder data are PCI DSS compliant; **and**
- Any cardholder data your company retains is on paper (for example, printed reports or receipts), and these documents are not received electronically.

Additionally, for e-commerce channels:

- All elements of the payment page(s) delivered to the consumer's browser originate only and directly from a PCI DSS validated third-party service provider(s).

This SAQ is not applicable to face-to-face channels.

This shortened version of the SAQ includes questions that apply to a specific type of small merchant environment, as defined in the above eligibility criteria. If there are PCI DSS requirements applicable to your environment that are not covered in this SAQ, it may be an indication that this SAQ is not suitable for your environment. Additionally, you must still comply with all applicable PCI DSS requirements in order to be PCI DSS compliant.

Note: *For this SAQ, PCI DSS Requirements that address the protection of computer systems (for example, Requirements 2 and 8) apply to e-commerce merchants that redirect customers from their website to a third party for payment processing, and specifically to the merchant webserver upon which the redirection mechanism is located. Mail order/telephone order (MOTO) or e-commerce merchants that have completely outsourced all operations (where there is no redirection mechanism from the merchant to the third party) and therefore do not have any systems in scope for this SAQ, would consider these requirements to be "not applicable." Refer to guidance on the following pages for how to report requirements that are not applicable.*

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PCI DSS Self-Assessment Completion Steps

1. Identify the applicable SAQ for your environment – refer to the *Self-Assessment Questionnaire Instructions and Guidelines* document on PCI SSC website for information.
2. Confirm that your environment is properly scoped and meets the eligibility criteria for the SAQ you are using (as defined in Part 2g of the Attestation of Compliance).
3. Assess your environment for compliance with applicable PCI DSS requirements.
4. Complete all sections of this document:
   - Section 1 (Parts 1 & 2 of the AOC) – Assessment Information and Executive Summary.
   - Section 2 – PCI DSS Self-Assessment Questionnaire (SAQ A)
   - Section 3 (Parts 3 & 4 of the AOC) – Validation and Attestation Details and Action Plan for Non-Compliant Requirements (if applicable)
5. Submit the SAQ and Attestation of Compliance (AOC), along with any other requested documentation—such as ASV scan reports—to your acquirer, payment brand or other requester.

Understanding the Self-Assessment Questionnaire

The questions contained in the "PCI DSS Question" column in this self-assessment questionnaire are based on the requirements in the PCI DSS.

Additional resources that provide guidance on PCI DSS requirements and how to complete the self-assessment questionnaire have been provided to assist with the assessment process. An overview of some of these resources is provided below:

Document	Includes:
PCI DSS *(PCI Data Security Standard Requirements and Security Assessment Procedures)*	• Guidance on Scoping • Guidance on the intent of all PCI DSS Requirements • Details of testing procedures • Guidance on Compensating Controls
SAQ Instructions and Guidelines documents	• Information about all SAQs and their eligibility criteria • How to determine which SAQ is right for your organization
PCI DSS and PA-DSS Glossary of Terms, Abbreviations, and Acronyms	• Descriptions and definitions of terms used in the PCI DSS and self-assessment questionnaires

These and other resources can be found on the PCI SSC website *(www.pcisecuritystandards.org)*. Organizations are encouraged to review the PCI DSS and other supporting documents before beginning an assessment.

Expected Testing

The instructions provided in the "Expected Testing" column are based on the testing procedures in the PCI DSS, and provide a high-level description of the types of testing activities that should be performed in order to verify that a requirement has been met. Full details of testing procedures for each requirement can be found in the PCI DSS.

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Completing the Self-Assessment Questionnaire

For each question, there is a choice of responses to indicate your company's status regarding that requirement. ***Only one response should be selected for each question.***

A description of the meaning for each response is provided in the table below:

Response	When to use this response:
Yes	The expected testing has been performed, and all elements of the requirement have been met as stated.
Yes with CCW (Compensating Control Worksheet)	The expected testing has been performed, and the requirement has been met with the assistance of a compensating control. All responses in this column require completion of a Compensating Control Worksheet (CCW) in Appendix B of the SAQ. Information on the use of compensating controls and guidance on how to complete the worksheet is provided in the PCI DSS.
No	Some or all elements of the requirement have not been met, or are in the process of being implemented, or require further testing before it will be known if they are in place.
N/A (Not Applicable)	The requirement does not apply to the organization's environment. (See *Guidance for Non-Applicability of Certain, Specific Requirements* below for examples.) All responses in this column require a supporting explanation in Appendix C of the SAQ.

Guidance for Non-Applicability of Certain, Specific Requirements

If any requirements are deemed not applicable to your environment, select the "N/A" option for that specific requirement, and complete the "Explanation of Non-Applicability" worksheet in Appendix C for each "N/A" entry.

Legal Exception

If your organization is subject to a legal restriction that prevents the organization from meeting a PCI DSS requirement, check the "No" column for that requirement and complete the relevant attestation in Part 3.

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Section 1: Assessment Information

Instructions for Submission

This document must be completed as a declaration of the results of the merchant's self-assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS).* Complete all sections: The merchant is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact acquirer (merchant bank) or the payment brands to determine reporting and submission procedures.

Part 1. Merchant and Qualified Security Assessor Information

Part 1a. Merchant Organization Information

Company Name:	Neutron Holdings, Inc.		DBA (doing business as):	www.limebike.com	
Contact Name:	Qi Gao		Title:	Company Representative	
Telephone:			E-mail:	gao@limebike.com	
Business Address:	66 BOVET RD STE 320		City:	San Mateo	
State/Province:	CA	Country:	US	Zip:	94402
URL:	http://www.limebike.com				

Part 1b. Qualified Security Assessor Company Information (if applicable)

Company Name:					
Lead QSA Contact Name:			Title:		
Telephone:			E-mail:		
Business Address:			City:		
State/Province:		Country:		Zip:	
URL:					

Part 2. Executive Summary

Part 2a. Type of Merchant Business (check all that apply)

☐ Retailer	☐ Telecommunication	☐ Grocery and Supermarkets
☐ Petroleum	☐ E-Commerce	☐ Mail order/telephone order (MOTO)
☐ Others (please specify):		

What types of payment channels does your business serve?	Which payment channels are covered by this SAQ?
☐ Mail order/telephone order (MOTO)	☐ Mail order/telephone order (MOTO)
☐ E-Commerce	☐ E-Commerce
☐ Card-present (face-to-face)	☐ Card-present (face-to-face)

Note: *If your organization has a payment channel or process that is not covered by this SAQ, consult your acquirer or payment brand about validation for the other channels.*

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Part 2b. Description of Payment Card Business

How and in what capacity does your business store, process and/or transmit cardholder data?	We do not store, process and/or transmit cardholder data.

Part 2c. Locations

List types of facilities (for example, retail outlets, corporate offices, data centers, call centers, etc.) and a summary of locations included in the PCI DSS review.

Type of facility	Number of facilities of this type	Location(s) of facility (city, country)
Example: Retail outlets	*3*	*Boston, MA, USA*
N/A		

Part 2d. Payment Application

Does the organization use one or more Payment Applications? ☐ Yes ☐ No

Provide the following information regarding the Payment Applications your organization uses:

Payment Application Name	Version Number	Application Vendor	Is application PA-DSS Listed?	PA-DSS Listing Expiry date (if applicable)
N/A			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	
			☐ Yes ☐ No	

Part 2e. Description of Environment

Provide a ***high-level*** description of the environment covered by this assessment. *For example:* • *Connections into and out of the cardholder data environment (CDE).* • *Critical system components within the CDE, such as POS devices, databases, web servers, etc., and any other necessary payment components, as applicable.*	E-commerce: Our customers dispatch all cardholder data securely to Stripe, our payments processor, via an iframe. Our company's servers receive an opaque token object, from which the original cardholder data cannot be derived.
Does your business use network segmentation to affect the scope of your PCI DSS environment? *(Refer to "Network Segmentation" section of PCI DSS for guidance on network segmentation)*	☐ Yes ☐ No

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Part 2f. Third-Party Service Providers	
Does your company use a Qualified Integrator & Reseller (QIR)? If Yes: Name of QIR Company: QIR Individual Name: Description of services provided by QIR:	☐ Yes ☐ No
Does your company share cardholder data with any third-party service providers (for example, Qualified Integrator & Resellers (QIR), gateways, payment processors, payment service providers (PSP), web-hosting companies, airline booking agents, loyalty program agents, etc.)?	☐ Yes ☐ No

If Yes:

Name of service provider:	**Description of services provided:**
Stripe, Inc.	Collection, storage and processing of all cardholder data.

Note: *Requirement 12.8 applies to all entities in this list.*

Part 2g. Eligibility to Complete SAQ A	
Merchant certifies eligibility to complete this shortened version of the Self-Assessment Questionnaire because, for this payment channel:	
☐	Merchant accepts only card-not-present (e-commerce or mail/telephone-order) transactions);
☐	All processing of cardholder data is entirely outsourced to PCI DSS validated third-party service providers;
☐	Merchant does not electronically store, process, or transmit any cardholder data on merchant systems or premises, but relies entirely on a third party(s) to handle all these functions;
☐	Merchant has confirmed that all third party(s) handling storage, processing, and/or transmission of cardholder data are PCI DSS compliant; **and**
☐	Any cardholder data the merchant retains is on paper (for example, printed reports or receipts), and these documents are not received electronically.
☐	*Additionally, for e-commerce channels:* All elements of the payment page(s) delivered to the consumer's browser originate only and directly from a PCI DSS validated third-party service provider(s).

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Section 2: Self-Assessment Questionnaire A

Note: *The following questions are numbered according to PCI DSS requirements and testing procedures, as defined in the* PCI DSS Requirements and Security Assessment Procedures *document.*

Self-assessment completion date:
2017-12-11

Build and Maintain a Secure Network and Systems

Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters

PCI DSS Question		Expected Testing	Response *(Check one response for each question)*			
			Yes	Yes with CCW	No	N/A
2.1	(a) Are vendor-supplied defaults always changed before installing a system on the network? *This applies to ALL default passwords, including but not limited to those used by operating systems, software that provides security services, application and system accounts, point-of-sale (POS) terminals, payment applications, Simple Network Management Protocol (SNMP) community strings, etc.).*	▪ Review policies and procedures ▪ Examine vendor documentation ▪ Observe system configurations and account settings ▪ Interview personnel	☐	☐	☐	☐
	(b) Are unnecessary default accounts removed or disabled before installing a system on the network?	▪ Review policies and procedures ▪ Review vendor documentation ▪ Examine system configurations and account settings ▪ Interview personnel	☐	☐	☐	☐

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Implement Strong Access Control Measures

Requirement 8: Identify and authenticate access to system components

PCI DSS Question		Expected Testing	Response *(Check one response for each question)*			
			Yes	Yes with CCW	No	N/A
8.1.1	Are all users assigned a unique ID before allowing them to access system components or cardholder data?	▪ Review password procedures ▪ Interview personnel	☐	☐	☐	☐
8.1.3	Is access for any terminated users immediately deactivated or removed?	▪ Review password procedures ▪ Examine terminated users accounts ▪ Review current access lists ▪ Observe returned physical authentication devices	☐	☐	☐	☐
8.2	In addition to assigning a unique ID, is one or more of the following methods employed to authenticate all users? ▪ Something you know, such as a password or passphrase ▪ Something you have, such as a token device or smart card ▪ Something you are, such as a biometric	▪ Review password procedures ▪ Observe authentication processes	☐	☐	☐	☐
8.2.3	(a) Are user password parameters configured to require passwords/passphrases meet the following? • A minimum password length of at least seven characters • Contain both numeric and alphabetic characters Alternatively, the passwords/passphrases must have complexity and strength at least equivalent to the parameters specified above.	▪ Examine system configuration settings to verify password parameters	☐	☐	☐	☐

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PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
8.5	Are group, shared, or generic accounts, passwords, or other authentication methods prohibited as follows: ▪ Generic user IDs and accounts are disabled or removed; ▪ Shared user IDs for system administration activities and other critical functions do not exist; and ▪ Shared and generic user IDs are not used to administer any system components?	▪ Review policies and procedures ▪ Examine user ID lists ▪ Interview personnel	☐	☐	☐	☐

Requirement 9: Restrict physical access to cardholder data

PCI DSS Question		Expected Testing	Response (Check one response for each question)			
			Yes	Yes with CCW	No	N/A
9.5	Are all media physically secured (including but not limited to computers, removable electronic media, paper receipts, paper reports, and faxes)? *For purposes of Requirement 9, "media" refers to all paper and electronic media containing cardholder data.*	▪ Review policies and procedures for physically securing media ▪ Interview personnel	☐	☐	☐	☐
9.6	(a) Is strict control maintained over the internal or external distribution of any kind of media?	▪ Review policies and procedures for distribution of media	☐	☐	☐	☐
	(b) Do controls include the following:					
9.6.1	Is media classified so the sensitivity of the data can be determined?	▪ Review policies and procedures for media classification ▪ Interview security personnel	☐	☐	☐	☐

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PCI DSS Question		Expected Testing	Response *(Check one response for each question)*			
			Yes	Yes with CCW	No	N/A
9.6.2	Is media sent by secured courier or other delivery method that can be accurately tracked?	▪ Interview personnel ▪ Examine media distribution tracking logs and documentation	☐	☐	☐	☐
9.6.3	Is management approval obtained prior to moving the media (especially when media is distributed to individuals)?	▪ Interview personnel ▪ Examine media distribution tracking logs and documentation	☐	☐	☐	☐
9.7	Is strict control maintained over the storage and accessibility of media?	▪ Review policies and procedures	☐	☐	☐	☐
9.8	(a) Is all media destroyed when it is no longer needed for business or legal reasons?	▪ Review periodic media destruction policies and procedures	☐	☐	☐	☐
	(c) Is media destruction performed as follows:					
9.8.1	(a) Are hardcopy materials cross-cut shredded, incinerated, or pulped so that cardholder data cannot be reconstructed?	▪ Review periodic media destruction policies and procedures ▪ Interview personnel ▪ Observe processes	☐	☐	☐	☐
	(b) Are storage containers used for materials that contain information to be destroyed secured to prevent access to the contents?	▪ Examine security of storage containers	☐	☐	☐	☐

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Maintain an Information Security Policy

Requirement 12: Maintain a policy that addresses information security for all personnel

Note: *For the purposes of Requirement 12, "personnel" refers to full-time part-time employees, temporary employees and personnel, and contractors and consultants who are "resident" on the entity's site or otherwise have access to the company's site cardholder data environment.*

PCI DSS Question		Expected Testing	Response *(Check one response for each question)*			
			Yes	Yes with CCW	No	N/A
12.8	Are policies and procedures maintained and implemented to manage service providers with whom cardholder data is shared, or that could affect the security of cardholder data, as follows:					
12.8.1	Is a list of service providers maintained, including a description of the service(s) provided?	▪ Review policies and procedures ▪ Observe processes ▪ Review list of service providers	☐	☐	☐	☐
12.8.2	Is a written agreement maintained that includes an acknowledgement that the service providers are responsible for the security of cardholder data the service providers possess or otherwise store, process, or transmit on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment? ***Note:*** *The exact wording of an acknowledgement will depend on the agreement between the two parties, the details of the service being provided, and the responsibilities assigned to each party. The acknowledgement does not have to include the exact wording provided in this requirement.*	▪ Observe written agreements ▪ Review policies and procedures	☐	☐	☐	☐
12.8.3	Is there an established process for engaging service providers, including proper due diligence prior to engagement?	▪ Observe processes ▪ Review policies and procedures and supporting documentation	☐	☐	☐	☐

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PCI DSS Question		Expected Testing	Response *(Check one response for each question)*			
			Yes	Yes with CCW	No	N/A
12.8.4	Is a program maintained to monitor service providers' PCI DSS compliance status at least annually?	▪ Observe processes ▪ Review policies and procedures and supporting documentation	☐	☐	☐	☐
12.8.5	Is information maintained about which PCI DSS requirements are managed by each service provider, and which are managed by the entity?	▪ Observe processes ▪ Review policies and procedures and supporting documentation	☐	☐	☐	☐
12.10.1	(a) Has an incident response plan been created to be implemented in the event of system breach?	▪ Review the incident response plan ▪ Review incident response plan procedures	☐	☐	☐	☐

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Appendix A: Additional PCI DSS Requirements

Appendix A1: Additional PCI DSS Requirements for Shared Hosting Providers

This appendix is not used for merchant assessments.

Appendix A2: Additional PCI DSS Requirements for Entities using SSL/early TLS

This appendix is not used for SAQ A merchant assessments

Appendix A3: Designated Entities Supplemental Validation (DESV)

This Appendix applies only to entities designated by a payment brand(s) or acquirer as requiring additional validation of existing PCI DSS requirements. Entities required to validate to this Appendix should use the DESV Supplemental Reporting Template and Supplemental Attestation of Compliance for reporting, and consult with the applicable payment brand and/or acquirer for submission procedures.

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Appendix B: Compensating Controls Worksheet

Use this worksheet to define compensating controls for any requirement where "YES with CCW" was checked.

Note: *Only companies that have undertaken a risk analysis and have legitimate technological or documented business constraints can consider the use of compensating controls to achieve compliance.*

Refer to Appendices B, C, and D of PCI DSS for information about compensating controls and guidance on how to complete this worksheet.

Requirement Number and Definition:

	Information Required	Explanation
1. Constraints	List constraints precluding compliance with the original requirement.	
2. Objective	Define the objective of the original control; identify the objective met by the compensating control.	
3. Identified Risk	Identify any additional risk posed by the lack of the original control.	
4. Definition of Compensating Controls	Define the compensating controls and explain how they address the objectives of the original control and the increased risk, if any.	
5. Validation of Compensating Controls	Define how the compensating controls were validated and tested.	
6. Maintenance	Define process and controls in place to maintain compensating controls.	

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Appendix C: Explanation of Non-Applicability

If the "N/A" (Not Applicable) column was checked in the questionnaire, use this worksheet to explain why the related requirement is not applicable to your organization.

Requirement	Reason Requirement is Not Applicable
Example:	
3.4	Cardholder data is never stored electronically
2.1, 8.1.x, 8.2, 8.5	No account has access to payment card data. Transactions are managed in a PCI compliant manner by Stripe
9.x	No physical media accepts or retains payment card data.

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Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in SAQ A (Section 2), dated *(SAQ completion date).*

Based on the results documented in the SAQ A noted above, the signatories identified in Parts 3b-3d, as applicable, assert(s) the following compliance status for the entity identified in Part 2 of this document: (***check one):***

☑	**Compliant:** All sections of the PCI DSS SAQ are complete, all questions answered affirmatively, resulting in an overall **COMPLIANT** rating; thereby *(Merchant Company Name)* has demonstrated full compliance with the PCI DSS.
☐	**Non-Compliant:** Not all sections of the PCI DSS SAQ are complete, or not all questions are answered affirmatively, resulting in an overall **NON-COMPLIANT** rating, thereby *(Merchant Company Name)* has not demonstrated full compliance with the PCI DSS. **Target Date** for Compliance: An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4.*
☐	**Compliant but with Legal exception:** One or more requirements are marked "No" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand. *If checked, complete the following:*

Affected Requirement	Details of how legal constraint prevents requirement being met

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

☑	PCI DSS Self-Assessment Questionnaire A, Version *(version of SAQ)*, was completed according to the instructions therein.
☑	All information within the above-referenced SAQ and in this attestation fairly represents the results of my assessment in all material respects.
☑	I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization.
☑	I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times.
☑	If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply.

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Part 3a. Acknowledgement of Status (continued)	
☐	No evidence of full track data[1], CAV2, CVC2, CID, or CVV2 data[2], or PIN data[3] storage after transaction authorization was found on ANY system reviewed during this assessment.
☐	ASV scans are being completed by the PCI SSC Approved Scanning Vendor *(ASV Name)*

Part 3b. Merchant Attestation

Qi Gao

Signature of Merchant Executive Officer ↗	*Date:* 2017-12-11
Merchant Executive Officer Name: Qi Gao	*Title:* Company Representative

Part 3c. Qualified Security Assessor (QSA) Acknowledgement (if applicable)

If a QSA was involved or assisted with this assessment, describe the role performed:	e x

Signature of Duly Authorized Officer of QSA Company ↗	*Date:*
Duly Authorized Officer Name:	*QSA Company:*

Part 3d. Internal Security Assessor (ISA) Involvement (if applicable)

If an ISA(s) was involved or assisted with this assessment, identify the ISA personnel and describe the role performed:	

[1] Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full track data after transaction authorization. The only elements of track data that may be retained are primary account number (PAN), expiration date, and cardholder name.

[2] The three- or four-digit value printed by the signature panel or on the face of a payment card used to verify card-not-present transactions.

[3] Personal identification number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

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Part 4. Action Plan for Non-Compliant Requirements

Select the appropriate response for "Compliant to PCI DSS Requirements" for each requirement. If you answer "No" to any of the requirements, you may be required to provide the date your Company expects to be compliant with the requirement and a brief description of the actions being taken to meet the requirement.

Check with your acquirer or the payment brand(s) before completing Part 4.

PCI DSS Requirement*	Description of Requirement	Compliant to PCI DSS Requirements (Select One)		Remediation Date and Actions (If "NO" selected for any Requirement)
		YES	NO	
2	Do not use vendor-supplied defaults for system passwords and other security parameters	☐	☐	
8	Identify and authenticate access to system components	☐	☐	
9	Restrict physical access to cardholder data	☐	☐	
12	Maintain a policy that addresses information security for all personnel	☐	☐	

** PCI DSS Requirements indicated here refer to the questions in Section 2 of the SAQ.*

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Appendix D. Shared Electric Scooter Company Permit Application

Shared Electric Scooters Permit Application

PBOT
PORTLAND BUREAU OF TRANSPORTATION

Appendix A – Shared Electric Scooter Permit Application

The Portland Bureau of Transportation (PBOT) will administer a 120-day pilot for the regulation of Shared Electric Scooters ("Shared Scooters") beginning in the summer of 2018 ("the Pilot Period"). The Pilot Period will help the City determine whether Shared Scooters can support the City's policy goals. While TRN 15.01 may remain in effect beyond the end of the Pilot Period, the City only intends to provide permits to companies for the Pilot Period. Companies must secure a permit from PBOT to offer Shared Scooters for commercial purposes in Portland. The operation of a Shared Scooter is a privilege, not a right.

Company Information

Company Name	
Neutron Holdings, Inc., dba Lime, LimeBike	
Business Address	**Mailing Address (If different than business address)**
2121 S El Camino Real, B-100	
City, State, Zip Code	**City, State, Zip Code**
San Mateo, CA 94402	
Portland Business License Number	**ODOT Account Number**
856763	

Contact Information

Primary Contact Name	Title	
Gabriel Scheer	Director of Strategic Development	
Phone Number	**Email Address**	
206.391.5433	gabriel@limebike.com	@
Alternate Contact Name	**Title**	
Jason Wilde	Regional General Manager	
Phone Number	**Email Address**	
541.680.3493	jason@limebike.com	@
General Contact Phone Number	**General Fax Number**	
1 (888)-LIME-345		
General Contact Email Address		
support@limebike.com	@	

Application Materials

City of Portland Business License	Issue Date: 04-16-2018	Secretary of State Registration	Expiration Date: 04-16-2019	Proof of Insurance	Expiration Date: tbc	Certificate of PCI Compliance	Initial: gs
Data Sharing Agreement	Initial: gs	Paid Application Fee	Initial: gs	Maintenance & Operations Plan	Initial: gs	Communications & Outreach Plan	Initial: gs
Privacy Policy	Initial: gs	User Equity Plan	Initial: gs	Economic Opportunity Plan	Initial: gs	Safety History Report	Initial: gs
Data Breach History Report	Initial: n/a	Complaint History Report	Initial: gs	Local Agent Contact Information	Initial: gs	Branding Description & Rendering	Initial: gs
Customer Service Information	Initial: gs	Agree To Participate in Evaluation	Initial: gs	Launch Schedule & Service Rates	Initial: gs	Number of Shared Scooters Requested	Number: 2500

I certify, by signing below, each criterion outlined in TRN 15.01 has been met and will be correct and accurate upon an audit conducted by the Portland Bureau of Transportation. The Applicant agrees to participate in the evaluation of the Pilot Period by distributing a City survey to its Users. Failure to comply with City Code, TRN 15.01, and permit conditions may result in one or more of the following: civil penalty, vehicle impound, suspension or revocation of the Shared Electric Scooter company permit. I further agree to indemnify, defend, and hold the City of Portland and its elected officials, officers, employees, and agents harmless from and against all claims arising from, in whole or in part, the Applicant's operations under this permit.

Signatures

Please Print Name	Signature
Gabriel Scheer	
Title of Signor	**Date**
Director of Strategic Development	12 July 2018

PBOT Use

Date Stamp Documents Received	Documents Received By	Application Fulfills Material Requirements (Initial, Date)	
	Permit Approved By	Permit Denied	Issued Permit Date
		Permit Approved	
	Number of Approved Shared Scooters	Full Deployment Date	