



City of Portland
Shared Electric Scooter Permit Application

Bird Rides Inc.
406 Broadway Ave # 369 Santa Monica, CA 90401
www.bird.co | hello@bird.co | 1-866-205-2442



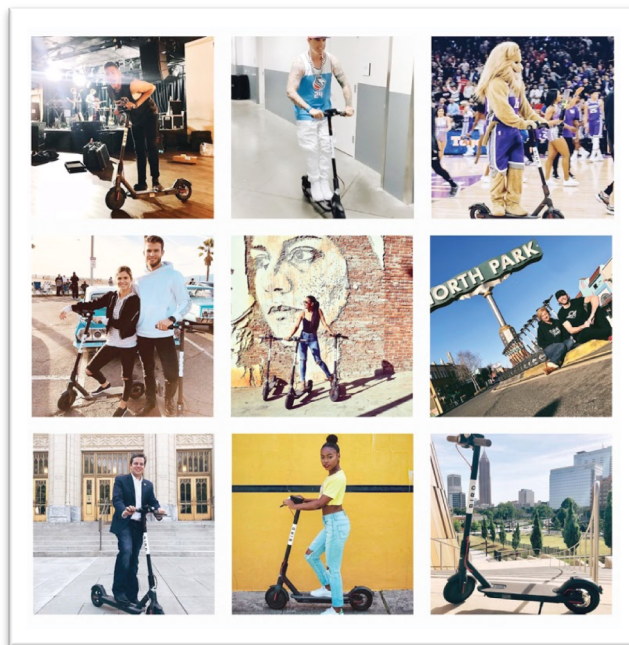
Imagine a world with fewer cars.





About Bird

Bird is a last-mile electric vehicle sharing company dedicated to bringing affordable, environmentally friendly transportation solutions to communities across the world. It is the first company in the world to provide a fleet of shared electric scooters that can be accessed via smartphone. Birds give people looking to take a short journey across town or down that “last-mile” from the subway or bus to their destination a way to do so that does not pollute the air or add to traffic. Bird is a reliable and affordable transportation option for people who live and work across the country.





Current Bird Operations

Bird currently operates in Los Angeles, San Diego, San Jose, Washington DC, Austin, Atlanta, Scottsdale, Tempe, Charlotte, Memphis, San Antonio, Oakland, Arlington, Milwaukee, Baltimore, Dallas, Minneapolis, St. Paul, Columbus, Kansas City MO, Raleigh and Santa Monica. Bird began operations in our first City, Santa Monica in September 2017.

The number of scooters operating in each city varies depending on a variety of reasons, especially ridership levels. With about 1,500 scooters currently in Santa Monica, the city has proposed to regulate fleet size based on the number of average rides per day per vehicle rather than a static, arbitrary limit on the number of scooters in their city. This allows fleets to slowly grow in size as more people adopt sustainable modes of transportation.

There are pitfalls that come with both oversupplying and undersupplying fleets. If there are too few scooters available and riders are not able to easily find one, it encourages them to seek out other, less sustainable transportation modes such as Transportation Network Companies (TNCs) or simply driving themselves.

San Francisco, for example, is imposing a highly restrictive static cap of 250 scooters per permit. This will ultimately undermine their goal to have equitable distribution of sustainable transportation options throughout the city and force service into a limited, highly trafficked area.

City based contacts:

| | |
|--------------------------------|------------------|
| Atlanta | Murphy Talmadge |
| Austin | Kurt Meachum |
| Baltimore | Cameron Kilberg |
| Charlotte | April Bird |
| Dallas | Blanca Laborde |
| Kansas City, MO | Sam Panatiere |
| Los Angeles | Tim Harter |
| Memphis | Sam Reed |
| Oakland | Marlo Sandler |
| San Antonio | Kurt Meachum |
| Raleigh, NC | April Bird |
| San Diego | Clarissa Falcon |
| San Jose | Marlo Sandler |
| Santa Monica | Tim Harter |
| Scottsdale | Barrett Coughlin |
| Milwaukee/St. Paul/Minneapolis | Sara Walker |
| Tempe | Barrett Coughlin |
| Washington DC/Arlington | Cameron Kilberg |





Legal Actions

- People of the State of California v. Bird Rides, Inc. (Los Angeles Superior Court, Case No. 7AR24425) (dismissed February 13, 2018)
- Nader Modgeddi v. Bird Rides, Inc. (Los Angeles Superior Court, Case No. 18STSC01892) (Small claims)
- Carolyn Matteo et. al. v. Bird Rides, Inc. (Los Angeles Superior Court, Case No. BC709628)
- Certain Underwriters at Lloyd's, London v. Bird Rides, Inc. (Third Judicial District Court - Salt Lake County, UT, Case No. 180904322)
- City of Milwaukee v. Bird Rides, Inc. et al (Milwaukee County Circuit Court: Case No. 18CV005630)

Regulatory Enforcement Actions

- None





Bird Scooter



Our vehicle is completely electric and provides a comfortable yet efficient ride. With a top speed of 15 miles per hour, the Bird scooter will get the rider to their destination on time. The four-digit identification is located in between the handle bars.





Maintenance

Bird uses contract “Chargers” and “Mechanics” to maintain, clean and repair our scooters daily. Each night, Chargers remove all Bird scooters from city streets and sidewalks for overnight charging, cleaning, inspection and storage. When Bird scooters are returned to their “Nests” in the morning they are clean, safe and fully charged to ride.

Bird riders also rate the quality of their ride, which signals to Mechanics if repairs are needed. Upon completing a scooter ride, Bird riders are prompted to rate the quality of their ride on a scale of 1-5 stars and provide an explanation for the rating. Bird rides rated 3 stars or less with comments related to the scooter’s functionality are deemed “damaged.” A damaged scooter is then locked and unavailable for others to ride, while a Mechanic is deployed to the scooter to perform repairs. Repairs may be simple and performed on-site such as tightening bolts or, taken to a Mechanic’s shop for a more involved repair such as tire replacement. Bird scooters that are unable to be repaired by a local Mechanic are shipped back to our warehouse in southern California for further diagnosis. During the diagnosis, if the scooter is deemed unrepairable, parts are salvaged and repurposed to repair other scooters. Any remaining scooter parts beyond repair are properly disposed of from our southern California warehouse in compliance with local zero waste and disposal policies.

Given how new Bird scooters are, we have yet to collect average lifespan data for our vehicles. Our daily maintenance and inspection practices are intended to prolong their lifespan for as long as possible, and our batteries have a lifespan of more than 300 charges.





Operations

Hours of Operation

Bird scooters are available to ride from approximately 5am to 9pm.

Pricing Plan

Birds cost \$1 to unlock and 15 cents per minute to ride.

Bird offers a low-income plan that waives the \$1 fee to unlock, and only costs riders 15 cents per minute to ride. There are no additional sign-up fees or out-of-system costs. We are continuing to add new features to our low-income plan, collaborating with cities on other payment programs to meet their residents' needs, such as 20 minutes of free ride time each day for qualified riders and a cash payment option for non-banked riders.

Bird's low-income plan is available to anyone currently enrolled in or eligible for state or federal assistance programs; we will also work to align eligibility with TriMet's Access Transit fare program. To enroll in Bird's low-income plan, users simply have to email proof of enrollment in a qualifying program along with their full name and phone number to city@bird.co. Approval takes between two and three days.

Storage

Bird scooters are removed from the street nightly by our Chargers, and are charged, cleaned and given a maintenance inspection. Birds are then placed in an orderly fashion every morning in predesignated Nest areas in the curbside sidewalk furniture zone and on private property with the permission of property owners.





Proposed Fleet Size and Service Area

We understand that PBOT may issue multiple permits for a maximum total of 2,500 scooters during the four-month pilot period. It is Bird's belief that allotting larger fleets of scooters to a smaller number of permittees will allow for a better managed pilot with more opportunities for riders to adapt and depend upon this new environmentally-friendly and affordable mode of transportation. As the industry leader, Bird is currently operating effectively in 20+ cities around the United States, and we are confident in our ability to deploy and manage a large fleet of scooters in Portland.

Bird proposes an initial deployment of 200 scooters (the maximum allowed at the start of the pilot) with the goal of ramping up to 1,250 scooters within three weeks of permit issuance. With a fleet this size, we can reliably serve the most congested and anticipated high ridership areas of Portland while also deploying enough scooters to cover the historically underserved neighborhoods of East Portland. With 20% of this total fleet, or 250 scooters, deployed daily in communities most in need of first and last mile transportation solutions, we are excited to see how Portland residents and workers adapt to and embrace the electric scooter, and reduce their reliance on cars.

Throughout the four-month pilot period, our on-the-ground Government Relations team will continue outreach efforts to East Portland neighborhoods. We will work with community members to identify transportation needs, listen to concerns, and provide information about our low-income plan. This outreach will inform where scooters are deployed each morning, and help to determine whether redistribution of Birds will be needed at different times of day.

Bird has already reached out to The Rosewood Initiative and Opal in order to form better partnerships to reach communities who need affordable, sustainable transportation options. Bird can be an ideal transportation option for connecting commuters in East Portland, especially east of 122nd Street, to the Max Blue Line and frequent service bus lines like the 4 and the 9.





Deploying, Redistributing and Charging Scooters

Bird uses contract local Chargers in each city to manage daily deployment, distribution and charging of scooters. Bird trains Chargers in safe and proper protocols for removing all scooters from city streets each night for charging, cleaning, inspection and storage. Each morning Chargers then place the scooters in an orderly fashion to designated Nests, typically located in high ridership areas such as near transit stops, major employment or retail centers, and educational institutions.

Bird scooters are equipped with GPS and a “brain” that alerts our system if the battery is too low or if the Bird requires technical assistance. Birds with a low or dead battery switch over to collection mode immediately, regardless of the time of day. After 9pm regardless of battery life, Birds turn over to collection mode. This is programmed into our system and does not need to be done manually. The battery life of the scooters is monitored by staff at Bird Headquarters and at offsite locations.




Throughout the course of the day, scooters will naturally make their way around the city based on rider destination needs. Once Bird scooters are switched over to collection mode at the end of the day, the scooters are viewable on our app by our Chargers, who have access to a “Charger Mode” that our regular riders cannot access. The Charger Mode then informs where are scooters are located for retrieval.





Complaints Process

Each Bird scooter is tagged with an ID number, making it easy for members of the community to report improperly parked Birds and for us to follow up and identify the most recent user of a particular scooter. Bird staffs 24-hour support at our HQ in Venice, California. They provide support via phone, in-app chat, and email across the country. Complaints that require immediate action are given to charger support and chargers or staff are deployed to assist with rebalancing and other needs.

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|  |  |  |
| Support hello@bird.co | Press press@bird.co | Call Us 1-866-205-2442 |





Helmet Distribution Strategy

Safety is Bird's top priority. In the Communications and Outreach Plan section of this application, we share our comprehensive approach to promoting safe riding behavior. Providing free helmets is one component of our approach to safety, and to date Bird has given away over 40,000 helmets. Riders can request a helmet be shipped to them via our app, and we often partner with local community organizations to put on safety events with helmet giveaways once we launch in a city.

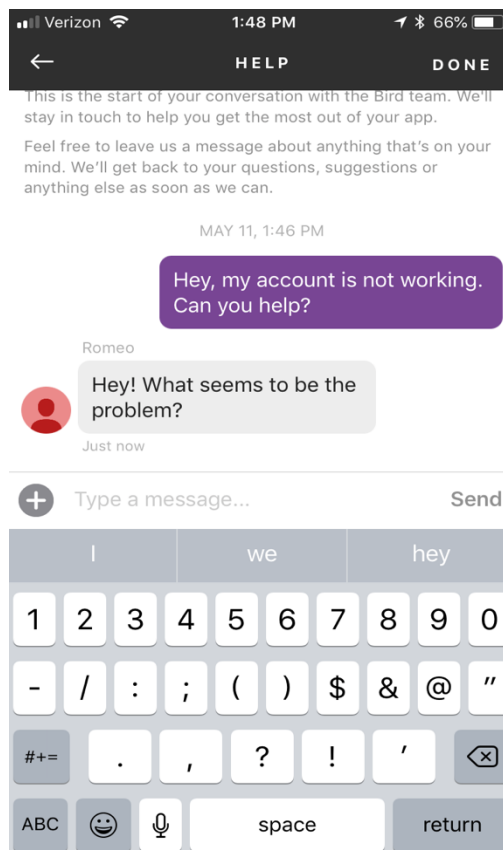
Local Operator Contact Information

Kyle Jax will be our Portland City Launcher: kyle@bird.co (310) 755-5114

Currently we have not identified any Portland storage facilities. Upon launch if we set up any physical operations within the City of Portland we will provide that information.

Customer Service Operations

Our customer service operations are run out of southern California. Bird's 24-hour customer service number is 1.866.205.2442, and riders can also report any safety issues or maintenance concerns through our app. Translation services are available through our customer service number in several languages, with more being added each week.





Safety History Report & Complaint History Report

In response to safety incidents, Bird has substantially increased the size and scope of its Trust & Safety team. In an effort to better manage any increase in the number of safety incidents and respond efficiently and effectively, Bird has recently upgraded the technological support platforms it uses to organize and manage incoming issues. Additionally, our team has expanded its support features to accommodate prompt telephone and email assistance, in addition to integrated in-app chat support.

| Number of Reported: | Dallas | San Francisco | Denver | San Antonio | Indianapolis | Memphis |
|--|--------|---------------|--------|-------------|--------------|---------|
| <i>Crashes/Collisions</i> | 0 | 4 | 1 | 0 | 3 | 0 |
| <i>Minor injuries</i> | 0 | 17 | 1 | 4 | 3 | 1 |
| <i>Hospitalization</i> | 0 | 2 | 0 | 0 | 1 | 0 |
| <i>Involving persons with disabilities</i> | 0 | 0 | 0 | 0 | 0 | 0 |
| <i>Citations</i> | 0 | 0 | 0 | 0 | 0 | 0 |
| Number of Complaints: | | | | | | |
| <i>"blocking pedestrian right of way"</i> | 0 | 18 | 6 | 1 | 1 | 0 |
| <i>"blocking bike path"</i> | 3 | 45 | 10 | 1 | 0 | 7 |
| <i>"riding on sidewalk"</i> | 9 | 51 | 7 | 8 | 1 | 2 |
| <i>"physically inaccessible"</i> | 4 | 6 | 2 | 0 | 0 | 0 |

| Number of Reported: | LA | SD | Nashville | DC | Atlanta | Miami |
|--|-----|-----|-----------|----|---------|-------|
| <i>Crashes/Collisions</i> | 4 | 4 | 1 | 1 | 1 | 1 |
| <i>Minor injuries</i> | 202 | 71 | 4 | 23 | 19 | 1 |
| <i>Hospitalization</i> | 25 | 6 | 2 | 1 | 1 | 0 |
| <i>Involving persons with disabilities</i> | 4 | 1 | 0 | 0 | 1 | 0 |
| <i>Citations</i> | 7 | 17 | 1 | 0 | 0 | 0 |
| Number of Complaints: | | | | | | |
| <i>"blocking pedestrian right of way"</i> | 43 | 21 | 0 | 12 | 1 | 3 |
| <i>"blocking bike path"</i> | 174 | 56 | 12 | 20 | 10 | 6 |
| <i>"riding on sidewalk"</i> | 361 | 101 | 0 | 22 | 3 | 4 |
| <i>"physically inaccessible"</i> | 31 | 13 | 0 | 5 | 3 | 2 |





Safety History Report & Complaint History Report

| Number of Reported: | Milwaukee | San Jose | Oakland | Arlington | Baltimore | Charlotte |
|--|-----------|----------|---------|-----------|-----------|-----------|
| <i>Crashes/Collisions</i> | 0 | 1 | 0 | 0 | 0 | 0 |
| <i>Minor injuries</i> | 0 | 12 | 0 | 0 | 0 | 2 |
| <i>Hospitalization</i> | 0 | 1 | 0 | 0 | 0 | 0 |
| <i>Involving persons with disabilities</i> | 0 | 0 | 0 | 0 | 0 | 1 |
| <i>Citations</i> | 0 | 0 | 0 | 0 | 0 | 0 |
| Number of Complaints: | | | | | | |
| <i>"blocking pedestrian right of way"</i> | 0 | 16 | 3 | 0 | 1 | 2 |
| <i>"blocking bike path"</i> | 3 | 4 | 5 | 0 | 0 | 0 |
| <i>"riding on sidewalk"</i> | 1 | 12 | 5 | 3 | 1 | 2 |
| <i>"physically inaccessible"</i> | 0 | 4 | 0 | 0 | 0 | 3 |

| Number of Reported: | Austin | Scottsdale | Tempe | Salt Lake City | |
|--|--------|------------|-------|----------------|-----------------------------|
| <i>Crashes/Collisions</i> | 1 | 2 | 4 | 0 | |
| <i>Minor injuries</i> | 4 | 6 | 3 | 0 | |
| <i>Hospitalization</i> | 0 | 0 | 0 | 0 | |
| <i>Involving persons with disabilities</i> | 0 | 0 | 0 | 0 | |
| <i>Citations</i> | 0 | 1 | 0 | 0 | |
| Number of Complaints: | | | | | Avg Reply Time (HRS) |
| <i>"blocking pedestrian right of way"</i> | 9 | 3 | 0 | 1 | 1.5 |
| <i>"blocking bike path"</i> | 2 | 0 | 0 | 0 | 2 |
| <i>"riding on sidewalk"</i> | 32 | 2 | 5 | 7 | 3 |
| <i>"physically inaccessible"</i> | 0 | 1 | 1 | 1 | 0.5 |





User Equity Plan

While we plan to deploy at least 20% of our fleet in underserved areas of Portland, particularly in East Portland east of 122nd Street, Bird understands that outreach with trusted community partners is essential to increasing access and utilization of this new transportation option. We have already reached out to staff at The Rosewood Initiative and Opal. Organizations like these can help us identify community leaders with whom Bird can work to further reach historically underserved neighborhoods.

As noted above, Bird offers a low-income plan that waives the \$1 fee to unlock, and only costs riders 15 cents per minute to ride. There are no additional sign-up fees or out-of-system costs. We are continuing to add new features to our low-income plan, collaborating with cities on other payment programs to meet their residents' needs, such as 20 minutes of free ride time each day for qualified riders and a cash payment option for non-banked riders.

Bird's low-income plan is available to anyone currently enrolled in or eligible for state or federal assistance programs; we will also work to align eligibility with TriMet's Access Transit fare program. To enroll in Bird's low-income plan, users simply have to email proof of enrollment in a qualifying program along with their full name and phone number to city@bird.co. Approval takes between two and three days.

Currently, we are exploring several cash payment options. One option that we will have online soon will allow people to purchase Visa gift cards which they can load cash on in any retail store to use this option for payment. In cities where possible, we also hope to integrate into transit fare payment systems, like TAP in Los Angeles County and Clipper cards in the Bay Area.

We plan to communicate clearly the details of our low-income plan and how to enroll as we engage historically underserved communities. Currently, Bird offers customer service in Spanish and English. As we proceed with our outreach to underserved communities in Portland, we will work to offer Vietnamese, Chinese, and Russian. Additionally, our website and app are accessible to screen reader.





Economic Opportunity Plan

Bird looks forward to not only providing an affordable, environmentally friendly transportation option in Portland, but also to being a genuine community partner. In every city where Birds ride, our Government Relations team conducts meaningful outreach and engagement to reveal community needs and opportunities.

The most common Bird employment opportunities local residents can tap into immediately are to become a Charger or Mechanic. As Bird prepares to launch in a city, we recruit local residents and train them in the procedures and protocols to charge, maintain and make minor repairs to our scooter fleet. This has proven to be quite a popular employment opportunity, particularly for people who may be seeking the flexibility of a contractor role, and in need of supplemental income. Bird typically contracts between 80 and 120 Chargers per city.

There are many ways in which Bird seeks to contribute to the economic and civic vitality of cities, from participating in safety events, to sponsoring bicycle coalition events, to participating in street fairs and art walks. A few Bird workforce and economic development programs we are currently developing with partner cities and their community-based organizations include:

- Mechanics job training programs
- Partnerships with BIDs/CBDs to expand sidewalk ambassador programs, ensuring all scooters are properly parked and out of pedestrian' right-of-way
- Pop-ups in vacant storefronts to offer helmet giveaways, provide charger and mechanic onboarding, and other rider safety activities

New ideas and partnerships will evolve once Bird is present in Portland and we continue our outreach with advocacy organizations and community groups to learn what Portland stakeholders want and need. Our approach to engagement is inclusive and we seek input from residents, affinity groups, merchant's associations and other organizations in all neighborhoods in Portland, particularly those that are underserved by public transportation and seeking new economic development opportunities.





Communication & Outreach Plan

User Education

Safety is Bird's top priority. We educate our riders using multiple channels on how to park and ride Birds with the utmost attention to their own safety and the safety of others. This is particularly emphasized around issues of sidewalk riding and proper parking in the furniture zone. All scooters in our fleet are speed-capped at 15 mph, as compared to Class II electric bikes, which max out at 20 mph.

Through our app, on our website, and on the footboards of each Bird, riders are informed that they must comply with applicable laws by affirming that they are 18 years old or older, and will wear a helmet when riding. Bird also ships a complimentary helmet to any rider upon request. Our app includes a list of state and local laws by which they must abide when riding. Our geolocation ability allows us to communicate laws and ordinances, such as areas where riding is expressly banned or where speed limits are instituted.

To ensure Bird riders are parking scooters properly and not obstructing entrances to buildings, the sidewalk, or ADA accessible ramps, we have an added requirement in our app that all users photograph their Birds after parking, in order to end their ride.





General Public Communication

We also deploy Bird Safety Teams, to engage the general public along with riders, about safe riding and parking. Safety Team members are expected to have a positive, outgoing attitude, as well as a diligent and detail-oriented work ethic.

Key tasks performed by the Safety Team include:

- Engage with the public as a representative of Bird, answer general questions about scooters, how to share streets safely with them
- Meet riders by intersections to inform them of safe riding practices
- Offer safety advice and encourage all riders to wear helmets
- Demonstrate how to use the app and explain system use
- Help navigate complaints and instruct on how to report them
- Remove Birds from the public right-of-way and park properly in safe locations on the sidewalk



Also, as described above in our Economic Opportunity Plan, Bird representatives make every effort to attend public meetings and community events, particularly those focused on shared safe streets, and cycling and pedestrian activities. We are always interested in hearing from the public how we can work best with your city and we welcome all input. Currently Bird communications are available in English and Spanish with expansion under way.





Private Policy

The Bird App requires use of the riders smartphone camera and location services. Bird takes pride in their protection of user data. We do not use this data for any commercial purposes.

Privacy Policy

Last Changes to Privacy Policy: August 1, 2017

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 Bird Rides, Inc. network of websites, including www.Bird.co (including any versions optimized for viewing on a wireless or tablet device); all email newsletters published or distributed by Bird Rides, Inc.; all apps published by Bird Rides, Inc., including the "Bird" app; activate a Bird vehicle ("Vehicle") or use any other services made available by Bird Rides, Inc. ("Service") and all other interactive features and communications provided by Bird Rides, 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 "Bird" 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 hello@bird.co.

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 Vehicle
- Payment information submitted to Bird when renting a Vehicle
- Registration for an event sponsored by Bird





- 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 Bird
- Participation in surveys, contests, or sweepstakes
- Sign up to receive alerts or other information via email, text or instant message from Bird
- 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 Bird Vehicle, 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 Bird Vehicles, the routes taken by these Vehicles, and the rental status of these Vehicles. 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 hello@bird.co to request that we remove this information from our database.

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, Bird’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 Bird Service to you as you request
- To track the Vehicles
- 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 Bird Vehicles
- 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 Bird, 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 Bird 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 Bird, its Clients, Affiliates or service providers maintain facilities. Bird, 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 Bird, Bird 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 Bird, 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, Bird, 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 hello@bird.co.

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 Bird 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 Bird.

Assignment

We may change our ownership or the corporate structure of Bird 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 Bird acquiring all or part of our assets or to another Bird 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 Bird or the merged Bird 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 Bird 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 Bird, 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 hello@bird.co.

Your California Privacy Rights

California Civil Code Section 1798.83 permits customers of Bird 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 **hello@bird.co**.





Data Breach History Report

Bird has no knowledge of any data breach and, thus, cannot provide a history report.





Data Sharing Agreement

At the time a permit is issued, Bird agrees to provide the City of Portland, either directly or through a City-approved third party provider, access to the data requested including availability data, trip data, collision data, archival complaint data and the City-developed user survey.





CITY OF PORTLAND

OFFICE OF MANAGEMENT AND FINANCE
BUREAU OF REVENUE AND FINANCIAL SERVICES

Ted Wheeler, Mayor
Jennifer Cooperman, Chief Financial Officer
Thomas W. Lannom, Revenue Division Director

Tyler Wallace, Manager
Tax Division
Revenue Division
111 SW Columbia Street, Suite 600
Portland, Oregon 97201-5840
(503) 823-5157
FAX (503) 823-5192
TDD (503) 823-6868

July 11, 2018

BIRD RIDES INC
DBA BIRD
BRITTLYN ROSS
406 BROADWAY # 369
SANTA MONICA CA 90401-2314

Account Number
859537

RE: Certificate of Compliance

Questions? Call (503) 865-2858

| | | |
|--|--|--|
|  MULTNOMAH COUNTY | <h2 style="text-align: center;">CERTIFICATE OF COMPLIANCE</h2> <p style="text-align: center;">REVENUE DIVISION – TAX DIVISION, 111 SW COLUMBIA ST., SUITE 600, PORTLAND, OR 97201-5840 PHONE: (503) 823-5157, FAX: (503) 823-5192, TDD: (503) 823-6868</p> |  |
| ACCOUNT: 859537 | | DATE ISSUED: July 11, 2018 |
| TAXFILER: BIRD RIDES INC DBA BIRD BRITTLYN ROSS 406 BROADWAY # 369 SANTA MONICA CA 90401-2314 | | <i>Verify compliance at www.portlandoregon.gov/biztax</i> |
| LOCATION: 406 BROADWAY # 369 SANTA MONICA CA 90401 | | |
| Is in compliance with the City of Portland Business License Tax Law and Multnomah County Business Income Tax Law as of July 11, 2018. | | |
| <small><i>A Certificate of Compliance indicates that on the date of issuance the business was in compliance with applicable tax laws. It does not exempt the holder from annual filing requirements, nor does it entitle the holder to engage in any business activity not otherwise allowed by federal, state, and/or local laws.</i></small> | | |
| <small>REVBUR 12/09</small> | | |

*An Equal Opportunity Employer
To help ensure equal access to programs, services and activities,
the Office of Management & Finance will reasonably modify policies/procedures and provide auxiliary
aids/services to persons with disabilities upon request.
www.portlandoregon.gov/revenue*

APPLICATION FOR AUTHORITY



Corporation Division
www.filinginoregon.com

E-FILED
Jul 03, 2018
OREGON SECRETARY OF STATE

REGISTRY NUMBER

145560199

TYPE

FOREIGN BUSINESS CORPORATION

1. ENTITY NAME

BIRD RIDES, INC.

2. MAILING ADDRESS

406 BROADWAY
#369
SANTA MONICA CA 90401 USA

3. NAME & ADDRESS OF REGISTERED AGENT

46258083 - NATIONAL REGISTERED AGENTS, INC.
780 COMMERCIAL ST SE STE 100
SALEM OR 97301 USA

4. PRESIDENT

TRAVIS VANDERZANDEN
#369
406 BROADWAY
SANTA MONICA CA 90401 USA

5. SECRETARY

DAVID ESTRADA
#369
406 BROADWAY
SANTA MONICA CA 90401 USA

6. DATE OF INCORPORATION

04-27-2017

7. DURATION

PERPETUAL

8. JURISDICTION

DELAWARE

9. PRIMARY PHYSICAL LOCATION

1625 ELECTRIC AVE
VENICE CA 90291 USA



I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, directors, employees or agents of the corporation on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

WENDY MANTELL

TITLE

DEPUTY GENERAL COUNSEL

DATE SIGNED

07-02-2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|---|--|-------------------------------------|
| PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111 | CONTACT NAME: PHONE (A/C. No. Ext): 415-391-2141 | | FAX (A/C. No.): 415-989-9923 |
| | E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A : Burlington Insurance Company | | | 23620 |
| INSURER B : Atlantic Specialty Insurance Company | | | 27154 |
| INSURER C : Great American E & S Insurance Company | | | 37532 |
| INSURER D : ACE American Insurance Company | | | 22667 |
| INSURER E : | | | |
| INSURER F : | | | |

INSURED BIRDRID-01
 Bird Rides, Inc.
 520 Broadway
 Santa Monica CA 90401

COVERAGES

CERTIFICATE NUMBER: 1059969977

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 820BW42687 | 3/1/2018 | 3/1/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7110162380000 | 5/10/2018 | 5/10/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | XS2258521 | 3/8/2018 | 3/1/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| D | Cyber | | | EONCYBMFGD52758130 | 6/18/2018 | 3/1/2019 | Limit: \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Portland, OR is included as an Additional Insured with respects to General and Auto Liability per attached forms.

CERTIFICATE HOLDER**CANCELLATION**

City of Portland
 1221 SW 4th Avenue,
 Portland, OR 97204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Any state or political subdivision that requires you in accordance with their statutes or regulations to add such state or political subdivision as an additional insured on your policy provided such written permit is fully executed prior to an "occurrence" in which coverage is sought under this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

| SCHEDULE OF COVERAGE EXTENSIONS | |
|--|---|
| 1. Additional Insured By Contract | 12. Employee Hired Autos |
| 2. Airbag Discharge | 13. Fellow Employee Exclusion |
| 3. Auto Theft Reward | 14. Glass Repair – Waiver of Deductible |
| 4. Blanket Waiver of Subrogation | 15. Hired Auto Physical Damage Coverage |
| 5. Bodily Injury Redefined – Mental Anguish | 16. Lease Gap Coverage |
| 6. Broad Form Named Insured | 17. Liability Coverage – Supplementary Payments |
| 7. Communications Equipment | 18. Newly Formed or Acquired Organizations |
| 8. Diminution in Value | 19. Physical Damage – Transportation Expenses |
| 9. Drive Other Car – Executive Officers | 20. Rental Reimbursement – Private Passenger Vehicles |
| 10. Duties In The Event of Accident, Claim, Suit or Loss | 21. Towing – Any Covered Auto |
| 11. Employees As Insureds | |

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
 2. Two-way mobile radio or telephone;
 3. Scanning monitor receiver; or
 4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
 2. A partnership; your partners and their spouses.
 3. An organization other than an individual or a partnership; your "executive officers" and their spouses.
- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":
1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
 2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
 3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
 2. A pedestrian when struck by,
any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a, their family members or an "auto" insured under any other policy.
- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:
"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. An executive officer of the corporation or insurance manager, if you are a corporation; or
 - d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSUREDS

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph **D. – Deductible –** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. **Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision **18.** does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Service Providers

Version 3.2

April 2016

Section 1: Assessment Information

Instructions for Submission

This Attestation of Compliance must be completed as a declaration of the results of the service provider's assessment with the *Payment Card Industry Data Security Standard Requirements and Security Assessment Procedures (PCI DSS)*. Complete all sections: The service provider is responsible for ensuring that each section is completed by the relevant parties, as applicable. Contact the requesting payment brand for reporting and submission procedures.

Part 1. Service Provider and Qualified Security Assessor Information

Part 1a. Service Provider Organization Information

| | | | |
|-------------------|------------------------|--------------------------|--|
| Company Name: | Stripe, Inc. | DBA (doing business as): | Stripe France SARL Stripe Deutschland GmbH Stripe Netherlands B.V. Stripe Payments Mexico S de RL de CV Stripe Payments HK Limited Stripe Brazil Participacoes Ltda. Stripe Payments Canada Ltd. Stripe Canada Payment Services Ltd. Stripe Payments Europe Limited Stripe Payments UK, Ltd. Stripe Japan KK/Stripe Japan, Inc. Stripe Payments Australia, Ltd. Stripe New Zealand Limited Stripe Payments Singapore Pte, Ltd. Stripe India Private Limited Stripe Payments Malaysia Sdn. Bhd. Stripe Payments Company |
| Contact Name: | Mike Dahn | Title: | Security Policy Relations |
| Telephone: | 415-420-4331 | E-mail: | md@stripe.com |
| Business Address: | 185 Berry St Suite 550 | City: | San Francisco |
| State/Province: | CA | Country: | USA |
| | | Zip: | 94107 |

URL: <https://www.stripe.com>

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

| | | | |
|------------------------|---|----------|---------------------|
| Company Name: | Securisea, Inc. | | |
| Lead QSA Contact Name: | Josh Daymont | Title: | Principal |
| Telephone: | 415-494-8215 | E-mail: | joshd@securisea.com |
| Business Address: | 201 Spear St Ste 1100 | City: | San Francisco |
| State/Province: | CA | Country: | USA |
| | | Zip: | 94105 |
| URL: | https://www.securisea.com | | |

Part 2. Executive Summary

Part 2a. Scope Verification

Services that were INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) assessed: Stripe - including Stripe Elements, Stripe.js, Stripe Checkout, Stripe mobile libraries, and the Stripe API

Type of service(s) assessed:

Hosting Provider:

- Applications / software
- Hardware
- Infrastructure / Network
- Physical space (co-location)
- Storage
- Web
- Security services
- 3-D Secure Hosting Provider
- Shared Hosting Provider
- Other Hosting (specify):

Managed Services (specify):

- Systems security services
- IT support
- Physical security
- Terminal Management System
- Other services (specify):

Payment Processing:

- POS / card present
- Internet / e-commerce
- MOTO / Call Center
- ATM
- Other processing (specify):

- | | | |
|---|---|--|
| <input type="checkbox"/> Account Management | <input type="checkbox"/> Fraud and Chargeback | <input checked="" type="checkbox"/> Payment Gateway/Switch |
| <input type="checkbox"/> Back-Office Services | <input checked="" type="checkbox"/> Issuer Processing | <input type="checkbox"/> Prepaid Services |
| <input type="checkbox"/> Billing Management | <input type="checkbox"/> Loyalty Programs | <input type="checkbox"/> Records Management |
| <input checked="" type="checkbox"/> Clearing and Settlement | <input checked="" type="checkbox"/> Merchant Services | <input type="checkbox"/> Tax/Government Payments |
| <input type="checkbox"/> Network Provider | | |
| <input type="checkbox"/> Others (specify): | | |

Note: These categories are provided for assistance only, and are not intended to limit or predetermine an entity's service description. If you feel these categories don't apply to your service, complete "Others." If you're unsure whether a category could apply to your service, consult with the applicable payment brand.

Part 2a. Scope Verification *(continued)*

Services that are provided by the service provider but were NOT INCLUDED in the scope of the PCI DSS Assessment (check all that apply):

Name of service(s) not assessed: N/A

Type of service(s) not assessed:

Hosting Provider:

- Applications / software
- Hardware
- Infrastructure / Network
- Physical space (co-location)
- Storage
- Web
- Security services
- 3-D Secure Hosting Provider
- Shared Hosting Provider
- Other Hosting (specify):

Managed Services (specify):

- Systems security services
- IT support
- Physical security
- Terminal Management System
- Other services (specify):

Payment Processing:

- POS / card present
- Internet / e-commerce
- MOTO / Call Center
- ATM
- Other processing (specify):

Account Management

Back-Office Services

Billing Management

Clearing and Settlement

Network Provider

Others (specify):

Fraud and Chargeback

Issuer Processing

Loyalty Programs

Merchant Services

Payment Gateway/Switch

Prepaid Services

Records Management

Tax/Government Payments

Provide a brief explanation why any checked services were not included in the assessment:

Part 2b. Description of Payment Card Business

Describe how and in what capacity your business stores, processes, and/or transmits cardholder data.

Stripe provides e-commerce and card-present payment processing services to merchants. Stripe received cardholder data from its merchants via the following Stripe integration methods: Javascript libraries, mobile libraries, hosted payment fields, direct posts to the API, or Relay service.

Card numbers are stored, encrypted, in Stripe's Card Data Vault, and merchants are issued tokens that represent those cards for later use.

Describe how and in what capacity your business is otherwise involved in or has the ability to impact the security of cardholder data.

Stripe handles cardholder data for the transactions and cardholders it processes data for, and can impact the security of this data. Stripe also provisions various Stripe integration code for merchants to accept cardholder data (e.g., hosted payment fields, Javascript and mobile libraries).

Stripe does not perform other services that might impact the security of 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): |
|--------------------------------|-----------------------------------|--|
| <i>Example: Retail outlets</i> | 3 | Boston, MA, USA |
| Corporate offices | 2 | San Francisco, CA Seattle, WA |
| IaaS | 1 | Covered by Stripes TPSP AoC for Amazon Web Services |
| Datacenters | 5 | Tokyo, Japan Osaka, Japan San Jose, CA, USA Asburn, VA, USA Seattle, WA, USA |
| | | |
| | | |
| | | |

Part 2d. Payment Applications

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) |
|--------------------------|----------------|--------------------|--|--|
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> 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.

Stripe's PCI environment, consisting of certain datacenter transmission locations and its Stripe Card Data Vault (CDV), is segmented from the rest of the Stripe infrastructure. The CDV receives requests containing cardholder data, tokenizes the CHD, and forwards the requests to Stripe's payment processing environment. Outbound traffic to payment processors passes through the CDV environment in which tokens are substituted for the original cardholder data.

The CDV environment contains only the services required to receive data from third parties, transmit data to third parties, and perform the tokenization and vaulting processes, with some supporting management infrastructure.

Management of the CDE is performed remotely using Stripe laptops, accessing the CDE via SSH with two-factor authentication.

Some networking equipment is co-located in datacenters where physical routers provided by payment brands is required. These environments are managed in the same fashion, and do not contain cardholder data.

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

Part 2f. Third-Party Service Providers

Does your company have a relationship with a Qualified Integrator & Reseller (QIR) for the purpose of the services being validated?

Yes No

If Yes:

Name of QIR Company:

QIR Individual Name:

Description of services provided by QIR:

Does your company have a relationship with one or more 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.) for the purpose of the services being validated?

Yes No

If Yes:

| Name of service provider: | Description of services provided: |
|---------------------------|-----------------------------------|
| AWS | IaaS |
| Equinix | Datacenter services |
| | |
| | |
| | |
| | |

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

Part 2g. Summary of Requirements Tested

For each PCI DSS Requirement, select one of the following:

- **Full** – The requirement and all sub-requirements of that requirement were assessed, and no sub-requirements were marked as “Not Tested” or “Not Applicable” in the ROC.
- **Partial** – One or more sub-requirements of that requirement were marked as “Not Tested” or “Not Applicable” in the ROC.
- **None** – All sub-requirements of that requirement were marked as “Not Tested” and/or “Not Applicable” in the ROC.

For all requirements identified as either “Partial” or “None,” provide details in the “Justification for Approach” column, including:

- Details of specific sub-requirements that were marked as either “Not Tested” and/or “Not Applicable” in the ROC
- Reason why sub-requirement(s) were not tested or not applicable

Note: One table to be completed for each service covered by this AOC. Additional copies of this section are available on the PCI SSC website.

| Name of Service Assessed: | | Stripe - including Stripe Elements, Stripe.js, Stripe Checkout, Stripe mobile libraries, and the Stripe API | | |
|----------------------------------|-------------------------------------|---|-------------------------------------|---|
| PCI DSS Requirement | Details of Requirements Assessed | | | Justification for Approach <small>(Required for all “Partial” and “None” responses. Identify which sub-requirements were not tested and the reason.)</small> |
| | Full | Partial | None | |
| Requirement 1: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 1.2.3 is not applicable as there are no wireless in scope |
| Requirement 2: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 2.1.1 is not applicable as there are no wireless in scope |
| Requirement 3: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3.4.1 is not applicable as disk encryption is not used to achieve PCI compliance |
| Requirement 4: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4.1.1 is not applicable as there are no wireless networks in scope |
| Requirement 5: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Except for documentation requirements, Requirement 5 is not applicable as Stripe does not have any in-scope systems that are commonly affected by malware. All in scope systems are Linux or vendor proprietary |
| Requirement 6: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Requirement 7: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Requirement 8: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8.1.5 is not applicable as Stripe does not permit any 3 rd party access to its CDE 8.5.1 is not applicable as Stripe does not access customer environments |

| | | | | |
|-----------------|-------------------------------------|-------------------------------------|-------------------------------------|---|
| Requirement 9: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Requirement 9.9 is not applicable as Stripe does not use any POS systems |
| Requirement 10: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Requirement 11: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Requirement 12: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Appendix A1: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Stripe is not a shared service provider |
| Appendix A2: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | A2.1 is not applicable as Stripe does not use any POS systems |

Section 2: Report on Compliance

This Attestation of Compliance reflects the results of an onsite assessment, which is documented in an accompanying Report on Compliance (ROC).

| | | |
|--|---|--|
| The assessment documented in this attestation and in the ROC was completed on: | 3/1/2018 | |
| Have compensating controls been used to meet any requirement in the ROC? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Were any requirements in the ROC identified as being not applicable (N/A)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Were any requirements not tested? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Were any requirements in the ROC unable to be met due to a legal constraint? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Section 3: Validation and Attestation Details

Part 3. PCI DSS Validation

This AOC is based on results noted in the ROC dated 3/1/2018.

Based on the results documented in the ROC 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**):

| <input checked="" type="checkbox"/> | <p>Compliant: All sections of the PCI DSS ROC are complete, all questions answered affirmatively, resulting in an overall COMPLIANT rating; thereby <i>Stripe, Inc.</i> has demonstrated full compliance with the PCI DSS.</p> | | | | | | |
|-------------------------------------|--|----------------------|--|--|--|--|--|
| <input type="checkbox"/> | <p>Non-Compliant: Not all sections of the PCI DSS ROC are complete, or not all questions are answered affirmatively, resulting in an overall NON-COMPLIANT rating, thereby (<i>Service Provider Company Name</i>) has not demonstrated full compliance with the PCI DSS.</p> <p>Target Date for Compliance:</p> <p>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. <i>Check with the payment brand(s) before completing Part 4.</i></p> | | | | | | |
| <input type="checkbox"/> | <p>Compliant but with Legal exception: One or more requirements are marked "Not in Place" due to a legal restriction that prevents the requirement from being met. This option requires additional review from acquirer or payment brand.</p> <p><i>If checked, complete the following:</i></p> <table border="1" data-bbox="289 1031 1406 1205"> <thead> <tr> <th>Affected Requirement</th> <th>Details of how legal constraint prevents requirement being met</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table> | Affected Requirement | Details of how legal constraint prevents requirement being met | | | | |
| Affected Requirement | Details of how legal constraint prevents requirement being met | | | | | | |
| | | | | | | | |
| | | | | | | | |

Part 3a. Acknowledgement of Status

Signatory(s) confirms:

(Check all that apply)

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | The ROC was completed according to the <i>PCI DSS Requirements and Security Assessment Procedures</i> , Version 3.2, and was completed according to the instructions therein. |
| <input checked="" type="checkbox"/> | All information within the above-referenced ROC and in this attestation fairly represents the results of my assessment in all material respects. |
| <input type="checkbox"/> | I have confirmed with my payment application vendor that my payment system does not store sensitive authentication data after authorization. |
| <input checked="" type="checkbox"/> | I have read the PCI DSS and I recognize that I must maintain PCI DSS compliance, as applicable to my environment, at all times. |
| <input checked="" type="checkbox"/> | If my environment changes, I recognize I must reassess my environment and implement any additional PCI DSS requirements that apply. |

Part 3a. Acknowledgement of Status (continued)

- No evidence of full track data¹, CAV2, CVC2, CID, or CVV2 data², or PIN data³ 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 *Trustwave*

Part 3b. Service Provider Attestation



Signature of Service Provider Executive Officer ↑

Date: 1 March 2018

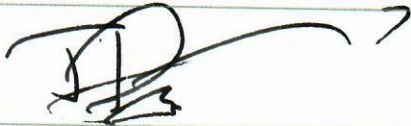
Service Provider Executive Officer Name:

Title: Security Policy Relations

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

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

Securisea performed a full PCI Assessment and issued a complete PCI DSS 3.2 Report on Compliance.



Signature of Duly Authorized Officer of QSA Company ↑

Date: 3/1/2018

Duly Authorized Officer Name: Josh Daymont

QSA Company: Securisea, Inc.

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.

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 the applicable 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 | |
| 1 | Install and maintain a firewall configuration to protect cardholder data | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 2 | Do not use vendor-supplied defaults for system passwords and other security parameters | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 3 | Protect stored cardholder data | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 4 | Encrypt transmission of cardholder data across open, public networks | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 5 | Protect all systems against malware and regularly update anti-virus software or programs | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 6 | Develop and maintain secure systems and applications | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 7 | Restrict access to cardholder data by business need to know | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 8 | Identify and authenticate access to system components | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 9 | Restrict physical access to cardholder data | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 10 | Track and monitor all access to network resources and cardholder data | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 11 | Regularly test security systems and processes | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 12 | Maintain a policy that addresses information security for all personnel | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Appendix A1 | Additional PCI DSS Requirements for Shared Hosting Providers | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Appendix A2 | Additional PCI DSS Requirements for Entities using SSL/early TLS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |



Shared Electric Scooters Permit Application



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

CONTACT INFORMATION

| | |
|---|--|
| COMPANY NAME Bird Rides Inc. | |
| BUSINESS ADDRESS 4006 Broadway #3109 | MAILING ADDRESS (IF DIFFERENT THAN BUSINESS ADDRESS) |
| CITY, STATE, ZIP CODE Santa Monica CA 90401 | CITY, STATE, ZIP CODE |
| PORTLAND BUSINESS LICENSE NUMBER 859537 | ODOT ACCOUNT NUMBER |
| PRIMARY CONTACT NAME Mario Sandler | TITLE Government Relations Manager |
| PHONE NUMBER 206 920 2903 | EMAIL ADDRESS Mario @bird.co |
| ALTERNATE CONTACT NAME Enc Eide | TITLE Government Relations Director |
| PHONE NUMBER | EMAIL ADDRESS enceide @bird.co |
| GENERAL CONTACT PHONE NUMBER 1866 205 2442 | GENERAL FAX NUMBER N/A |
| GENERAL CONTACT EMAIL ADDRESS Hello@bird.co / GR @bird.co | |

APPLICATION MATERIALS

| CITY OF PORTLAND BUSINESS LICENSE | ISSUE DATE | SECRETARY OF STATE REGISTRATION | EXPIRATION DATE | PROOF OF INSURANCE | EXPIRATION DATE | CERTIFICATE OF PCI COMPLIANCE | INITIAL |
|-----------------------------------|----------------|------------------------------------|-----------------|---------------------------------|-----------------|-------------------------------------|-----------|
| | 7/11/18 | | 7/3/19 | | 3/1/19 | | KS |
| DATA SHARING AGREEMENT | KS | PAID APPLICATION FEE | KS | MAINTENANCE & OPERATIONS PLAN | KS | COMMUNICATIONS & OUTREACH PLAN | KS |
| PRIVACY POLICY | KS | USER EQUITY PLAN | KS | ECONOMIC OPPORTUNITY PLAN | KS | SAFETY HISTORY REPORT | KS |
| DATA BREACH HISTORY REPORT | KS | COMPLAINT HISTORY REPORT | KS | LOCAL AGENT CONTACT INFORMATION | KS | BRANDING DESCRIPTION & RENDERING | KS |
| CUSTOMER SERVICE INFORMATION | KS | AGREE TO PARTICIPATE IN EVALUATION | KS | LAUNCH SCHEDULE & SERVICE RATES | KS | NUMBER OF SHARED SCOOTERS REQUESTED | KS |

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 Kimberly Pluth | SIGNATURE |
| TITLE OF SIGNOR Government Relations Coordinator | DATE July 12, 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 | |