

E. Envíe a AAA dos (2) copias de su Solicitud de Arbitraje. La Solicitud de Arbitraje incluye la dirección a la que usted debe enviar dos (2) copias de su Solicitud de Arbitraje. Esta dirección es AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Usted también debe incluir una copia de esta política de garantía y la tasa de presentación correspondiente. Las Partes Segway le reembolsarán a usted esta tasa de presentación. Si usted no puede pagar la tasa de presentación, por favor contacte a Segway, y Segway pagará la tasa de presentación por usted si su reclamo procura una reparación menor a \$75.000. La AAA tiene una opción de presentación en línea que usted puede encontrar en su sitio web: [www.adr.org](http://www.adr.org).

F. Designación de Árbitro por parte de la AAA. Si ningún reclamo en el arbitraje excede \$75.000, la AAA designará un árbitro y lo notificará a usted y a las Partes Segway el nombre del árbitro y las calificaciones del mismo. La AAA requiere que todos los árbitros controlen si existe alguna relación en el pasado o presente con las partes, posibles testigos y los abogados de las partes. Si el árbitro tiene alguna relación de este tipo, la AAA lo informará a las Partes Segway y a usted. Si usted o las Partes Segway objetan la elección de árbitro realizada por la AAA, tendremos siete (7) días para informar a la AAA.

G. Escoja el tipo de Audiencia que usted desea. A menos que usted y las Partes Segway acuerden celebrar las audiencias de arbitraje en otro lugar, el arbitraje se realizará en el condado (o ayuntamiento) en el que usted compró el Producto. Si su reclamo asciende a \$10.000 o menos, usted puede elegir entre que la audiencia se celebre por teléfono o en persona. Si no, usted puede optar por que se proceda a celebrar todo el arbitraje a través de correspondencia escrita con el árbitro que no incluye una audiencia interactiva. Una vez que la AAA ha comenzado el arbitraje, usted tiene diez (10) días para informar a la AAA sobre su opción de audiencia. Si usted no elige, la AAA celebrará el arbitraje por correspondencia escrita sin una audiencia interactiva. Si su reclamo excede \$10.000, el derecho a audiencia se determinará por las reglas de la AAA. Esas reglas actualmente disponen una audiencia en persona si su reclamo excede \$10.000, pero usted y las Partes Segway pueden acordar si esa audiencia es en persona o por teléfono, o si mejor se procede con correspondencia escrita.

H. Decisión del Árbitro. Dentro del plazo de catorce (14) días desde la finalización de la audiencia en persona o telefónica, o desde la presentación de toda la prueba escrita al árbitro si usted ha elegido que se realice el arbitraje a través de correspondencia escrita, el árbitro emitirá una decisión escrita. Esa decisión incluirá las determinaciones y conclusiones esenciales en las cuales el árbitro fundamentó su laudo. Las Partes Segway responderán inmediatamente al árbitro, notificando al árbitro si y en qué medida las Partes Segway actuarán de conformidad con la decisión, cumplirán las obligaciones que han acordado cumplir. Cualquier decisión del árbitro puede ser utilizada por cualquiera de las partes sin importar el motivo.

## Ninebot eKickScooter ZING Limited Warranty and Dispute Resolution Agreement



## Limited Warranty of Ninebot eKickScooter ZING and Dispute Resolution Agreement

This is a limited warranty provided by the manufacturer of the Ninebot eKickScooter ZING (the "Product") to the consumer or End Users (the "Limited Warranty"). This Limited Warranty only and exclusively applies to the Product distributed and/or sold by and/or through Segway Parties or Segway Dealers (as defined below) in the North America market, if you are not a resident in the North America market, please contact us before use of the Product as you may not have warranty or have different warranty than the one provided herein.

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR IN OTHER COUNTRIES. THIS LIMITED WARRANTY IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND SEGWAY AND OTHER SEGWAY PARTIES (AS DEFINED BELOW). AND IT IS YOUR RESPONSIBILITY TO READ THIS ENTIRE LIMITED WARRANTY AND UNDERSTAND IT BEFORE USE OF THE PRODUCT.**

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT:

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

### ▲ WARNING:

USE OF THE PRODUCT BY A PERSON WHO HAS NOT RECEIVED SUFFICIENT TRAINING, DOES NOT POSSESS NECESSARY EXPERIENCE AND SKILLS, OR AGAINST, IN VIOLATION OF OR NOT PURSUANT TO THE USER MANUAL, INSTRUCTIONS, GUIDANCE AND/OR SAFETY WARNINGS MAY CAUSE SEVERE BODILY INJURY OR EVEN DEATH OR PROPERTY DAMAGES. PLEASE READ EACH AND EVERY SECTION OF THIS DOCUMENT CAREFULLY BEFORE USE OF THE PRODUCT. YOU ARE ENCOURAGED TO CONSULT WITH YOUR OWN PROFESSIONALS AND ADVISORS REGARDING THE INFORMATION PROVIDED HEREIN ESPECIALLY THOSE RELATED TO THE SAFETY AND YOUR LEGAL RIGHTS AND DUTIES.

## 1. Limited Warranty Period.

This Limited Warranty covers only defects of any material or workmanship of the Product and components thereof when the Product and components thereof are being used under normal and ordinary conditions. In an event that a defect covered by this Limited Warranty occurs, Segway and/or other Segway Parties in its sole discretion will repair or replace the defective Product or components thereof in accordance with this Limited Warranty. The applicable Limited Warranty Period for the Limited Warranty

commences on the date of the original purchase of the Product from either of Segway, Segway's authorized reseller, Segway's authorized distributor, or an authorized Dealer (each a "Segway Dealer" or collectively the "Segway Dealers").

Name of the Component	Limited Warranty Period
Frame Assembly	1 year
Controller & Battery Components	
Stem	
Front Fork Assembly	
Inclined Tube Assembly	
Hub Motor Assembly	
Folding Components	
Brake Cable	
Collar Clamp	
Front Wheel	
Brake Components	
Brake Cable Hold-down Plate	
Power Button	
Charge Port	
Lower Hold Cover	
Charger	180 days
Brake Lever	
Throttle	
Handlebar Grips	90 days
Ambient Light	
Folding Hook	
Reflector	
Decoration Piece	
Foot Pad	
Front Fender	
Rear Fender	
Kickstand	
Wheel	

## 2. Limited Warranty Service Process.

Segway's online services are available at: <http://www.segway.com/support/service-warranties>. If during your use of the Product you believe the Product or its component is defective and/or does not work properly, **PLEASE IMMEDIATELY STOP USING THE PRODUCT, AND STORE THE PRODUCT PROPERLY. YOUR CONTINUED USE OF THE PRODUCT UNDER SUCH CIRCUMSTANCE MAY CAUSE SEVERE BODILY INJURY OR EVEN DEATH TO YOU OR THE OTHERS.** Thereafter, please immediately contact Segway at toll free number 888-523-5583, or at [technicalsupport@segway.com](mailto:technicalsupport@segway.com). Segway's technical support personnel are available to assist you online or over the phone in diagnosing the defect, and if any, and providing further instructions. In the event the warranty services are required, please prepare for the following materials including (i) proof of the original purchase of the Product from Segway Dealers, (ii) the Product's serial number, and (iii) a description of the defect if applicable. Upon the verification of your eligibility to the Limited Warranty protection and/or services, you should provide your name, email address, mailing address and contact phone number in order to receive a Return Material Authorization number (the "RMA"). Segway must receive your defective Product or component thereof within thirty (30) days upon Segway's issuance of RMA to you. If defective Product or component thereof cannot be shipped to Segway, Segway may direct you to a designated third party service provider for the warranty services.

You will be responsible for the cost of shipping and risk of loss and damage that may occur during the shipment from you to Segway. You must include your defective Product or component within the original packaging or Segway approved packaging, which will be provided at your cost, for shipment of the Product to Segway. Segway is not responsible for any loss and/or damages that may be caused by your improper packaging or shipment of the Product or component to Segway.

An authorized service provider or Segway Dealer will conduct an inspection of your returned Product. If Segway reasonably determines that the problem is not covered by the Limited Warranty, Segway will notify you and inform you of service or replacement alternatives that are available to you on a fee basis, or Segway will return your Product to you unrepairs, and in such instance, you will be responsible for the cost of shipping and insurance for shipment of your Product from Segway to you.

For a return eligible for the warranty protection and/or services, Segway will service the defective Product with new or reconditioned parts of same or similar style at no cost to you for the service. Parts replaced by Segway will be retained by, and become the property of Segway. In such situation, Segway will pay reasonable return shipping charges for the return of the Product to you.

## 3. Limited Warranty Eligibility.

- 3.1 Your request for service must be received by Segway within the Limited Warranty Period as described above, and Segway must receive you Product in accordance with the Limited Warranty Service Process defined above.
- 3.2 Your Product must be purchased from a Segway Dealer.
- 3.3 You must provide the original purchase receipt.
- 3.4 Your Product must have the serial number clearly legible, unobscured, untampered and unmodified.
- 3.5 All tamper-resistant seals must be intact, in place and unmodified.

## 4. Limited Warranty Exclusions.

This Limited Warranty describes the service available to you in the event your Product requires warranty service and you may have additional protections under your local laws. This Limited Warranty does not cover and excludes damage to your Product or any component thereof caused by:

- 4.1 Abuse, misuse, reckless, negligence, or commercial use.
- 4.2 Improper charging, storage, maintenance, or operation of the Product not in compliance with instructions or limitations as provided in the user materials.
- 4.3 Use of the Product not in compliance with applicable laws and regulations.
- 4.4 Use of the Product by persons with inadequate experience.
- 4.5 Accident, collision, riding at unsafe speed on paved roads, riding at unsafe speed on unpaved roads, riding over obstacles, amateur racing, professional racing, use in back country sports, fire damage, water damage, chemical damage, use of the product outside of the product's working temperature range, high pressure water spray, earthquake, dropping, loading with excessive weights.
- 4.6 Modifications to mechanical parts, modification of electronic parts, or modifications to software embedded in the Product.
- 4.7 Service, repair, and maintenance by unauthorized providers.
- 4.8 Cosmetic damages.
- 4.9 Use of the Product with third party product, component, or accessory.
- 4.10 The normal deterioration of wear and tear parts.
- 4.11 Use of the Product with overdue wear and tear parts.

## 5. LIABILITY DISCLAIMER AND LIMITATION.

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

SEGWAY AND OTHER SEGWAY PARTIES ARE NOT RESPONSIBLE FOR ANY LOSS OF USE OF A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, OR FOR ANY INCONVENIENCE OR OTHER LOSS OR DAMAGE WHICH MIGHT BE CAUSED FROM ANY DEFECT IN A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, SERVICE REPAIR, OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES THE PURCHASER MAY HAVE AS A RESULT OF ANY DEFECT IN A PRODUCT, ITS COMPONENT PARTS, ACCESSORIES, OR SERVICE REPAIR. SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU

THIS LIMITED WARRANTY HEREIN IS THE ONLY EXPRESS WARRANTY APPLICABLE TO PRODUCT AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. SEGWAY AND OTHER SEGWAY PARTIES DISCLAIM ALL OTHER EXPRESS WARRANTIES. SEGWAY AND OTHER SEGWAY PARTIES LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. THE FOREGOING LIMITATION OR EXCLUSIONS OF WARRANTY SHALL BE SUBJECT TO ANY MANDATORY LAW THAT PROHIBITS SUCH EXCLUSION, LIMITATION, RESTRICTION OR MODIFICATION OF WARRANTY. FOR ANY WARRANTY THAT MAY APPLY HEREIN ON THE GROUND THAT SUCH WARRANTY IS MANDATED BY LAW AND CANNOT BE EFFECTIVELY EXCLUDED, RESTRICTED OR MODIFIED BY THE FOREGOING DISCLAIMER, THE DURATION OF ITS APPLICABILITY SHALL BE THE PERIOD PROVIDED BY THE LIMITED WARRANTY HEREIN OR THAT REQUIRED BY THE APPLICABLE COUNTRY/STATE LAW, WHICHEVER IS SHORTER. SOME COUNTRIES/STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT SEGWAY OR OTHER SEGWAY PARTIES' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER ANY AND ALL APPLICABLE LAW OR THEORY, JOINTLY OR SEVERALLY, ARISING OUT OF OR RELATED TO THE PURCHASE OF THE PRODUCT, BREACH OF CONTRACT, TORT

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

To the extent permitted by applicable law, SEGWAY PARTIES hereby DISCLAIM any liability and thereby shall not be responsible for any damages, including but not limited death, bodily injury or damages to property, arising out of or related to any conduct (including misconduct), action, inaction, act (including failure to act), omission or negligence by any authorized or unauthorized dealer, distributor, wholesaler, retailer or third party that involves into distribution of Product or the services thereto. To the extent permitted by applicable law, the explicit representations and warranties, if any, provided herein, shall be the only warranties and representations made by SEGWAY PARTIES to any consumer or end user. SEGWAY PARTIES shall not be responsible for any other warranties and/or representations that may be given and/or provided by another person, unless Segway Parties have in a written form explicitly authorized such additional warranty and/or representation to be given to consumer or end user.

## 6. Claims and Dispute Resolution.

THE CLAUSE CONTAINED HEREIN ARE LEGALLY BINDING BETWEEN YOU AND SEGWAY, ITS AFFILIATS, THE PRODUCT'S MANUFACTURER, DISRIBUTORS, SELLERS AND DESIGNERS AND INCLUDING BUT NOT LIMITED TO EACH OF THOSE SPECIFICALLY NAMES AND NOT SPECIFICALLY NAMED ENTITIES' PREDECESSOR COMPANIES, SUBSEQUENT COMPANIES, AFFILIATED COMPANIES, SUBSIDIARIES, PARENT COMPANIES, ADMINISTRATORS, SUCCESSORS, ASSIGNS, EMPLOYEES, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS AND REPRESENTATIVES, AND ANY INSURER OR REINSURER THEREOF (TOGETHER "SEGWAY PARTIES"). THE CLAUSE CONTAINED HEREIN MAY AFFECT YOUR RIGHTS TO REMEDY AND IT IS YOUR RESPONSIBILITY TO READ THE FOLLOWING SECTIONS CAREFULLY BEFORE USE OF THE PRODUCT.

### 6.1 Binding Arbitration

Segway Parties and you agree that any dispute, controversy or claim arising out of, relating to or in connection with this agreement, the limited warranty, the sale, condition or performance of the product, whether based in contract, tort, fraud, misrepresentation or any other legal theory at law or in equity, including but not limited to any claims for death, injury or property damages, shall be submitted to binding arbitration upon the request of either party upon the service of that request on the other party. This arbitration clause shall apply all the persons in privity with you, including your family members, beneficiaries and assigns.

The arbitration shall be conducted by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively "AAA Rules"). The AAA Rules are available online at [adr.org](http://adr.org), or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the "Liability Disclaimer and Limitation" clause herein subject to the applicable law. The arbitration tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. Any decision of the arbitrator shall be final and may be entered into any judgment in any court of competent jurisdiction. You waive the right to have your claim heard in a court of law and by jury.

You waive the right to participate in class actions arising from or relating to any and all claims and disputes with Segway Parties. You agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one

person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

Section 6 "Claims and Dispute Resolution" clause shall survive upon termination or expiration of this agreement and/or limited warranty or in an event that this agreement and/or limited warranty is held as void, avoidable, invalid or unenforceable, either in whole or partially, by a competent adjudication institution with actual authority and jurisdiction over this matter.

Segway Parties require and you hereby agree that you shall arbitrate your claims against Segway Parties pursuant to the arbitration described above prior to your exercise of your rights pursuant to title of the Magnuson-Moss Warranty Act. Title i of the Magnuson-Moss Warranty Act does not require you to pursue rights and remedies available to you that are not provided by title i of the Magnuson-Moss Warranty Act.

### 6.2 Small Claim

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

### 6.3 Opt Out

**YOU MAY OPT OUT OF THIS DISPUTE RESOLUTION PROCEDURE BY PROVIDING NOTICE TO SEGWAY AND OTHER SEGWAY PARTIES NO LATER THAN THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE FIRST CONSUMER PURCHASER'S PURCHASE OF THE PRODUCT. TO OPT OUT YOU MUST SEND NOTICE BY E-MAIL TO SEGWAY AT OPTOUT@SEGWAY.COM, WITH THE SUBJECT LINE: "ARBITRATION OPT OUT." THE OPT OUT NOTICE BY E-MAIL MUST INCLUDES (A) YOUR**

NAME, EMAIL ADDRESS, MAILING ADDRESS AND PHONE NUMBER; (B) THE DATE ON WHICH THE PRODUCT WAS PURCHASED; (C) THE PRODUCT MODEL NAME OR MODEL NUMBER; AND (D) THE SERIAL NUMBER. ALTERNATIVELY, YOU MAY OPT OUT BY SENDING AN ELECTION TO OPT OUT LETTER TO SEGWAY AT: SEGWAY INC., 14 TECHNOLOGY DRIVE, BEDFORD, NH 03110 VIA CERTIFIED MAIL WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE FIRST END USER'S PURCHASE OF THE PRODUCT FROM SEGWAY DEALER . THE OPT OUT LETTER SHALL CONTAIN THE FOLLOWING INFORMATION: (A) YOUR NAME, EMAIL ADDRESS, MAILING ADDRESS AND PHONE NUMBER; (B) THE DATE ON WHICH THE PRODUCT WAS PURCHASED; (C) THE PRODUCT MODEL NAME OR MODEL NUMBER; (D) THE SERIAL NUMBER; AND (E) AN STATEMENT AS FOLLOWS: THE ABOVE CONSUMER ELECTS TO OPT OUT THE DISPUTE RESOLUTION PROCEDURE AS PROVIDED BY THIS LIMITED WARRANTY, THESE ARE THE ONLY TWO EFFECTIVE WAYS TO OPT OUT THIS DISPUTE RESOLUTION PROCEDURE. ELECTION TO OPT OUT THIS DISPUTE RESOLUTION PROCEDURE WILL NOT AFFECT THE COVERAGE OF THE LIMITED WARRANTY IN ANY WAY, AND YOU WILL CONTINUE TO ENJOY THE BENEFITS OF THE LIMITED WARRANTY.

#### 6.4 Federal Arbitration Act

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

#### 6.5 Procedure

The following is a description of the arbitration process

A. Mail a Notice of Dispute to Segway and/or the other relevant Segway Parties. Prior to initiating arbitration against Segway Parties, you must first notify Segway and/or the other relevant Segway Parties of your dispute in good faith. Please include your contact information, your concerns, and the relief you intend to seek from Segway Parties, and any information you believe would be helpful in resolving the dispute. Segway and/or the other relevant Segway Parties will review your Notice of Dispute to determine whether Segway Parties may settle it with you to avoid arbitration. The notice should be sent by certified mail to Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. Please keep a copy of your notice for your records.

B. Wait 30 Days. Segway Parties will review your Notice of Dispute within thirty (30) days of Segway's receipt of your Notice of Dispute. If you do not hear from Segway within thirty (30) days of its receipt of your Notice of Dispute, you may proceed with filing an arbitration claim against Segway Parties. Should Segway provide you a written settlement offer, please keep this settlement offer because Segway Parties

and you will be required to show this settlement offer to the arbitrator. Notwithstanding the foregoing, such offer, if any, shall not be shown to the arbitrator until after the arbitrator's determination on the merits of your claim.

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

D. Send Segway Parties Your Demand for Arbitration. You can send Segway and/or the other relevant Segway Parties your Demand for Arbitration at the following address: Attention: Disputes, Segway Inc., 14 Technology Drive, Bedford, NH 03110. Please keep a copy of your notice for your record.

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

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

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

determined by the AAA rules. Those rules currently provide for an in-person hearing if your claim exceeds \$10,000, but you and Segway Parties may agree whether that hearing is in person or by telephone, or whether to instead proceed with written correspondence.

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