|  |  |
| --- | --- |
| 15812 116th Ave NE, Bothell, WA 98011 |  |

E-CITE MOTORS GROUP

E-Cite Motors Vehicle Reservation Terms and Conditions

|  |  |  |  |
| --- | --- | --- | --- |
| **1. Reservation** | | information from you, we will prepare |  |
| You are agreeing to these terms and | | a separate agreement (the “Order |
| Agreement”) for your review, indicating |
| conditions (“Terms”) to secure your | |
| the estimated price of your E-Cite Motors vehicle, |
| reservation for an E-Cite Motors vehicle with | |
| taking into account the base price and any |
| E-Cite Motors Group LLC. or its affiliates (we, us or our). | |
| options that you selected. Production of |
| You confirm you are at least 18 years of age. | |
| your E-Cite Motors vehicle will then begin. commenced. |
| **2. Effective Date**  Your reservation becomes effective when | | Final payment of the purchase price and |
| any taxes, title or registration fees, and |
| delivery charges, along with the final |
| purchase agreement will not be due until |
| we receive your reservation payment | |
| the E-Cite Motors vehicle is delivered. |
| (“Reservation Payment”). Your reservation | |
| secures the approximate delivery priority | | **6. Reservation Priority and Deferrals** |
| of your E-Cite Motors vehicle selected. | |
| **3. Refund of Reservation Payment** | | The date of your reservation will be used |
| as an approximate priority for determining |
| The Reservation Payment is fully | | when you will be invited to complete your |
| custom vehicle order. We will aim to serve |
| refundable to you should you choose to | |
| customers based on their reservation |
| abandon your reservation. You are under | |
| dates, but we reserve the right to |
| no obligation to purchase an E-Cite Motors vehicle from | |
| re-sequence reservations based on |
| From us and we reserve the right to cancel your | |
| available delivery locations and vehicle |
| reservation and refund your Reservation | |
| configurations. If you do not enter into |
| Payment. Your Reservation Payment may | |
| an Order Agreement with us within |
| not be held in a separate account. We will | |
| a reasonable period of time, we may |
| not pay any interest on Reservation | |
| extend a purchase invitation to the next |
| Payments except to the extent required | |
| person on the reservations list. |
| by law. | |
| **4. Purchase Agreement** | | **7. Vehicle Specifications and Performance** |
| These Terms are not an order or | | You understand that development of |
| the E-Cite Motors vehicles has not been completed |
| agreement for the sale and delivery of | |
| and production has not begun at the time |
| an E-Cite Motors to you. Your Reservation | |
| of your reservation. You will be provided |
| Payment is not a deposit towards payment | |
| with an opportunity to review the final |
| of your E-Cite Motors Vehicle. We will contact you to | |
| specifications prior to entering into an |
| inform you of the availability of an E-Cite Motors vehicle, | |
| Order Agreement and to configure your |
| and you may proceed with the order of an | |
| E-Cite Motors Vehicle according to your personal |
| E-Cite Motors vehicle as described in Section 5. Making | |
| preferences. You acknowledge that the |
| a reservation does not guarantee a vehicle | |
| performance of your vehicle will depend |
| price or delivery date. | |
| on the final vehicle specifications, and the |
| **5. Order Process**  As we approach the date that we can start | | model and options you select. By agreeing |
| to these Terms, you represent and warrant |
| that you understand that the Vehicle |
| specifications may change prior to |
| production of your reserved E-Cite Motors vehicle, we | |
| entering into an Order Agreement. |
| we will notify you and ask you to make your | |
| option selections. Once we receive that | |
| E-Cite Motors Group Reservation Terms and Conditions | Page 1 of 3 |

|  |  |  |
| --- | --- | --- |
| 15812 116th Ave NE, Bothell, WA 98011  **8. Range**  EPA Estimated ranges are not currently available, and any ranges provided are based upon our projection of EPA  estimated ranges for the production  vehicles. The projections are made using an approximation of an EPA test cycle. In reserving an E-Cite Motors vehicle at this time, you expressly acknowledge that you are not relying on any projected estimated ranges made prior to your reservation. EPA  estimated ranges are meant to be  a general guideline for consumers in  comparing vehicles. Your actual range will vary depending upon many factors,  including battery age, driving habits,  charging habits, temperatures, accessory use, and other factors as will be described in the owner’s manual.  **9. Non-Transferability and Cancellation**  Your reservation under these Terms is not transferable or assignable to another party without our prior written approval. You  may cancel your reservation and request a refund by sending a request to  [contact@ecitemotors.com](mailto:contact@ecitemotors.com).  **10. Your Personal Information**  We may ask you to provide to us certain personal information to allow us to perform our obligations under these Terms. We will maintain your personal information in  accordance with our privacy policy  [(available at](https://www.lucidmotors.com/legal#privacy-policy) https://ecitemotors.com/privacy-policy/[). It is you](https://www.lucidmotors.com/legal#privacy-policy)r  [responsibility to inform us of an](https://www.lucidmotors.com/legal#privacy-policy)y changes in your contact information so that we may keep you updated on your vehicle  reservation and purchase.  **11. Communications**  We may contact you from time to time to perform our obligations under these Terms, and keep you informed about the E-Cite Motors vehicle production program and you hereby  consent to receiving such notices.  Notwithstanding any current or prior  election to opt in or opt out of receiving telemarketing calls or SMS messages  (including text messages) from us, our  agents, representatives, affiliates, or | | anyone calling on our behalf, you expressly  consent that we may contact you by  reasonable means, including SMS  messages (including text messages), calls  using prerecorded messages or artificial  voice, and calls and messages delivered  using auto telephone dialing system or  an automatic texting system.  With your consent, we may also contact  you from time to time to keep you  informed about our products and services,  exclusive events, client programs and other  related activities using the content details  you provided to us in the context of your  reservation process. You understand that  you can change your mind at any time  using the contact details available in our  [privacy policy (available at](https://www.lucidmotors.com/legal#privacy-policy)  https://ecitemotors.com/privacy-policy/).  [Your consent is not a condition of purc](https://www.lucidmotors.com/legal#privacy-policy)hase.  **12. Limitation on Liability**  In no event, subject only to the limits of  applicable law, shall our aggregate liability  arising out of or related to these Terms,  whether arising out of or related to breach  of contract, tort (including negligence) or  otherwise, exceed the total amounts paid  to us by you pursuant to these Terms. We  will not be liable for any consequential,  indirect, incidental, special, exemplary,  punitive or enhanced damages arising out  of, relating to, or in connection with any  breach of these terms, regardless of (a)  whether such damages were foreseeable,  (b) whether or not a proposed defendant  was advised of the possibility of such  damages and (c) the legal or equitable  theory (contract, tort or otherwise) upon  which the claim is based.  **13. Disputes, Arbitration & Class Action**  **Waiver**  If either you or we have a dispute, the  party raising the dispute will send a written  notice of the dispute to the other, along  with the requested resolution. You can  send your request to us at  [contact@ecitemotors.com](mailto:contact@ecitemotors.com). If a dispute is  [not resolved within 60 days](mailto:disputes@lucidmotors.com), you and we  agree that any dispute or claim between  you and us or relating in any way to these  November 1 2022 |
| E-Cite Motors Group Reservation Terms and Conditions | Page 2 of 3 |

|  |  |  |
| --- | --- | --- |
| 15812 116th Ave NE, Bothell, WA 98011  Terms will be resolved by binding  arbitration, rather than in court, except that either you or we may assert claims in small claims court if the claims qualify. There is no judge or jury in arbitration, and court  review of an arbitration award is limited.  However, an arbitrator can award on an  individual basis the same damages and relief as a court (including injunctive and  declaratory relief or statutory damages) and must follow these Terms just as a court would. Claims arising out of or relating to the validity, application, scope, enforceability, or interpretation of this provision (the “Arbitration Agreement”) shall also be decided by an arbitrator.  Unless otherwise agreed, the arbitration will be conducted by the American Arbitration Association (“AAA”). The arbitration must be conducted in accordance with AAA’s Consumer Arbitration Rules, which are  available at [www.adr.org](https://www.adr.org/) or by calling the AAA at 800-[778-7879. Th](https://www.adr.org/)e arbitration  process shall include the appointment of a neutral arbitrator. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration. AAA provides a form Demand f[or Arbitration](https://www.adr.org/) –Consumer Arbitration Rules at [www.adr.org](https://www.adr.org/)or by calling the AAA at 1-800-778-7879.We will reimburse you for the cost of the arbitration unless the arbitrator determines your claims are frivolous. You may choose to have the arbitration conducted by telephone or video,based on written submissions, or in person inthe county where you live or at another mutually agreed location.  WE EACH AGREE THAT YOU AND WE MAY BRING DISPUTES AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, COLLECTIVE, CONSOLIDATED, OR  REPRESENTATIVE ACTION. The arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any class, collective, consolidated,  or representative arbitration proceeding (unless we both agree to change this in  writing). We also both agree that you or we may bring suit in court to: 1) enjoin  infringement or other misuse of intellectual property rights; 2) file bankruptcy; 3)  enforce a security interest in the vehicle by | | repossession; 4) take legal action in court  to enforce the arbitrator’s decision; or 5)  request that a court review whether the  arbitrator exceeded the authority granted  by this Arbitration Agreement.  You also agree that regardless of any  statute or law to the contrary, any claim  or cause of action arising out of or related  to these Terms must be filed within one (1)  year after such claim or cause of action  arose or be forever barred.  Any portion of this Arbitration Agreement  that is unenforceable shall be severed, and  the remaining portions shall be enforced.  But if the waiver of class action rights is  deemed unenforceable in connection with  a claim involving class allegations, the  entire Arbitration Agreement shall be  unenforceable.  If multiple claims or remedies are asserted  in one action and one or more of those  claims or remedies would not be subject  to arbitration, you and we agree that the  claims or remedies that would not be  subject to arbitration must be stayed until  all claims or remedies that are subject to  arbitration have been resolved. You and  we also agree that if claims or remedies  are asserted against multiple parties, some  of whom are not required to arbitrate, the  claims or remedies subject to arbitration  must be severed.  **Opt-Out:** You may opt-out of the  Arbitration Agreement, within 60 days  from the date you sign this agreement,  by sending an email to  [contact@ecitemotors.com](mailto:contact@ecitemotors.com) from the email  [associated with your rese](mailto:Optout@LucidMotors.com)rvation with  “Arbitration Opt-Out” in the subject line  and indicating your request to opt-out of  the arbitration provision in the body of  the email.  **14. Governing Law**  These Terms will be governed by the  Federal Arbitration Act and federal  arbitration law.  November 1 2022 |
| E-Cite Motors Group Reservation Terms and Conditions | Page 3 of 3 |