

## Summary General Terms and Conditions

At Greenwheels we like transparency and simplicity. As a customer you share the Greenwheels cars with other customers, which is why we must regulate a number of matters properly. The person who registers for the use of the Greenwheels services thereby agrees to our General Terms and Conditions. The most important points of the General Terms and Conditions are briefly summarised below. Anyone who wants to read more should refer to the complete General Terms and Conditions recorded hereafter. This summary is intended as a clarification and does not replace the General Terms and Conditions in any way. Only the text of the General Terms and Conditions is binding.

In brief, we regulate the following:

- After successful registration it is possible to reserve and drive Greenwheels cars. Only the present rates apply at the moment of reservation. Only registered persons may drive the Greenwheels cars.
- Make sure you always have your card with you, which you can use to open the car.
- You check for new defects and damage before you start the car and report these directly to us.
- During the trip, you are responsible for the car, including in the event of a breakdown. You may not smoke in the car and you should always leave it clean.
- In case of problems, you should contact us, e.g. if there is new damage to the car, if you cannot return the car on time, or if the Greenwheels parking space is not accessible.
- You are responsible for fines during or as a consequence of the trip, e.g. in case of parking illegally.
- The trip is terminated once you have parked on the designated parking space, the car has been locked in the correct manner and is available again for a following customer, with sufficient fuel in the tank.
- We send you an invoice periodically based on the reservations and trips.

## Greenwheels General Terms and Conditions

### 1. Subject and Applicability

1.1 These General Terms and Conditions apply to the entire business relation - Umbrella Agreement and separate Lease Agreements - between the Customer and Collect Car B.V., having its legal seat and holding its offices at Westersingel 73, 3015LB in Rotterdam, the Netherlands, Chamber of Commerce No.: 24246319, trading under the name Greenwheels (hereinafter: Provider).

1.2 Upon the lease of Vehicles of the Provider, these General Terms and Conditions will be supplemented by the current Rates as stated on the website of the Provider.

1.3 Announcements, conditions and offers stated on the website of the Provider or in the promotional material are applicable insofar as they do not conflict with these General Terms and Conditions.

### 2. Definitions

The following definitions – indicated with capital letters – have the following meaning in these General Terms and Conditions:

- a) **Umbrella Agreement** is the agreement between the Customer and the Provider, in which the identity of parties and the global work method for lease is recorded and which serves as further content for Lease Agreements.
- b) **Lease Agreement** is the agreement to the lease of a Vehicle deriving from the Reservation of the Customer and based on the aforementioned Umbrella Agreement.
- c) The **Customer** is a natural person or legal person or limited company that has successfully and properly been registered with the Provider.
- d) The **Provider** is the lessor of the Vehicle that has made the Vehicle available for lease. The Provider can but does not have to be the owner of the vehicle or the holder of the registration certificate.

- e) **Vehicle** is a vehicle made or to be made available under the Umbrella Agreement by the Provider, destined for shared use of a brand, type, category and class as determined by the Provider.
- f) **Key** is a chip carrier provided by the Provider, an existing chip carrier or a mobile application that, among others, serves as an access medium for the reservation, opening and use of a Vehicle of the Provider.

### 3. Activation agreement

3.1 An Umbrella Agreement is concluded after an application thereto is accepted by the Provider. Acceptation by the Provider is in the first instance provisional. It becomes final as soon as and because the data requested by the Provider come into the possession of the Provider, the (electronic) authorisation for possible automatic payment has been given and any deposit to be paid to the Provider has been received. The Provider accepts digital signatures and values these as equal to signatures set in ink. For legal persons or partnerships, the Umbrella Agreement, in deviation of the paragraph above, is already concluded when the Provider confirms the registration of the Customer. When an Umbrella Agreement is concluded, neither the Provider nor the Customer has a right to a certain number of individual Lease Agreements, unless agreed otherwise.

3.2 Dependent on the Umbrella Agreement, thereunder one or more Lessees can be registered or invited to registration that may reserve and drive Vehicles for the account of the Customer. A Customer can do this, among other ways, via the website of the Provider. The Provider reserves the right to set additional terms and conditions for the registration of additional Lessees under the Umbrella Agreement. Legal persons can only become a Customer if the natural person that registers the legal person with the required authorisation is already a Customer. The registering natural person will

automatically obtain management authorisation for the newly registered legal person on the website of the Provider (e.g. designation of other managing persons and Lessees). The registering natural person obliges himself to solely register a legal person and to execute management powers with regard to this legal person, if and insofar he is authorised thereto by the legal person. The Customer can deactivate a Lessee by a written notification to the Provider or via a change of the electronic data recorded by the Customer via the website of the Provider. The deactivation will be realised immediately, albeit that in the financial sense the deactivation becomes effective at the end of the calendar month in which the notification of deactivation reaches the Provider. If the Customer wishes to activate a deactivated Lessee, then the Customer must act in accordance with the article above.

3.3 The Provider reserves the right to refuse the application without stating reasons.

3.4 If the Provider has not yet responded within 14 days after sending of the application form, the applicant is at liberty to recall and withdraw the application by means of a written notification.

#### 4. Customer data

4.1 The Provider requires various personal data of the Customer to execute this agreement. For registration of personal data by the Provider that falls under the Dutch Law *Wet Bescherming Persoonsgegevens*, a regulation and right of inspection exist in accordance with the law. The Privacy and Cookie Policy of the Provider applies to the processing of personal data and use of the website of the Provider. This Privacy and Cookie Policy can change from time to time if developments give cause thereto. The most up-to-date Privacy and Cookie Policy can be found on the website of the Provider.

4.2 To be able to reserve and use the Vehicle offered by the Provider, the Customer must:

- a) have selected a payment method (e.g. Credit Card, SEPA-direct debit) and have provided the relevant data, or
- b) have obtained permission from another Customer (legal person, company or partnership with its own invoicing account) to conclude lease/use transactions on his account ("third parties-invoicing account" or "cross-use"), or
- c) have an active bank account at their disposal with a payment function accepted by the Provider.

4.3 The Customer must inform the Provider of changes in the personal data provided by him to the Provider in the user account. This applies in particular to the address, email address, (mobile) phone number, the driving licence data and payment data. If the data is demonstrably incorrect (e.g. email bounce notification, outdated phone number), Provider reserves the right to suspend the account of the Customer temporarily or to deactivate the Customer.

4.4 Customers that grant other Customers a right to carry out transactions on their account ("cross-use") are liable for all obligations of the authorised person connected thereto, in accordance with the Rates, as well as for damage caused by the authorised person. The Customer takes receipt statements and notifications of the Provider for the authorised person.

4.5 With the exception of cross-use, all customers are strictly forbidden to offer third parties the possibility to use Vehicles of

the Provider. In particular, the Customer is not permitted to provide information to a third party with which that person can reserve, open or use Vehicles. This also applies if the third party is a Customer of the Provider. For each violation, the Customer will forfeit a contractual fine of € 1,000, notwithstanding the right to claim further compensation of damages. In the latter case, the contractual fine will be settled.

4.6 Telephone calls with a Customer can be recorded at the side of the Provider for the recording of reservations and other agreements, for the improvement of the service or for training purposes. The books and data recorded by or for the Provider render evidence of the mutual wishes, notifications and obligations.

#### 5. Authority to drive

5.1 For the use and driving of Vehicles of the Provider, solely natural persons are authorised that

- a) are in the possession of a driving licence valid in the Netherlands for the driving of a passenger vehicle,
- b) have their driving licence with them during the lease and comply with all terms and conditions and limitations possibly recorded therein,
- c) are a Customer of the Provider, also when a Vehicle is used in the framework of cross-use on the account of another Customer,
- d) are in possession of an activated Key.

5.2 The Provider only accepts driving licences after (electronic) verification hereof. If after verification it appears that there is a possible instance of fraud, the Provider will report this to the police.

5.3 Immediately after withdrawal or loss of the driving licence, the authority to drive the Vehicle of the Provider is forfeit for the duration of the loss or the withdrawal. The same applies for the duration of a driving ban. Drivers must report withdrawal or limitations of their authority to drive, the commencement of driving bans or a temporary seizure or temporary suspension of their driving licence to the Provider immediately.

#### 6. Key and App

6.1 If the Provider provides a Key under an Umbrella Agreement, then the Provider does so to a registered Customer, with the right to make this available to a Driver for use under the Umbrella Agreement under the applicability of these General Terms and Conditions. Rights under or in connection with Umbrella Agreements or Keys are otherwise not transferable. Unless agreed otherwise, a Customer is liable to pay a one-time fee for a Key in the form of a chip carrier of the Provider.

6.2 It is forbidden to read-out, copy or manipulate a Key by IT-methods. Such an infringement and the attempt thereto shall immediately lead to exclusion of services of the Provider and all costs of the infringement in case of resulting damage are for the account of the Customer.

6.3 The Customer is obliged to report loss, theft or destruction of a Key without delay to the Provider (via the website of the Provider or by telephone to a Customer service representative), so that the Provider can block the Key and can prevent abuse. The Customer will be informed via email about the blocking.

6.4 The Customer receives or chooses a password during the

registration process that provides access to confidential information and functions of the website of the Provider (e.g. reserving Vehicles of the Provider or viewing and changing personal data). In addition, the Customer receives or chooses a personal identification number (PIN), with which he can identify himself in the Vehicle of the Provider and with the App in order to be able to undertake a trip. The Customer commits himself to keep the password and the PIN strictly confidential and inaccessible to third parties. The password of the Customer and the PIN may in no case be stated on a Key or the carrier material thereof, be stored therein or be kept in the vicinity of the Key in any other way. The Customer agrees to immediately change the password and/or the PIN if there is a reason to assume that it has become known to a third party.

6.5 The App saves and processes the personal data that Customer has provided to Provider. It is the responsibility of the Customer to keep the device and the use of the App safe.

6.6 For the use of the App, the Customer must have a smartphone/tablet or any other (mobile) device that meets the technical requirements for the App of the Provider. Upon each download of the App, an automatic check will be performed of whether the mobile phone meets these requirements. Provider warrants no compatibility in that respect.

6.7 Certain functions of the App, such as the possibility to register with the Provider, to reserve and to open the Vehicle require that the App has an active internet connection. The Customer is responsible for the availability of mobile data communication and the possible costs that his provider charges for data transfer are for his account. Customer must also ensure that the device remains charged – if the battery is empty, the Provider can accept no responsibility if Customer is not able to use the Vehicle as a result of this. Therefore, the Provider advises the Customer to always have the chip carrier with him.

6.8 The Customer is responsible and liable for all damage caused by the loss of the means of access, especially if theft, damage or abuse of the Vehicle occur because of it.

## 7. Separate Lease Agreements

7.1 Active Customers can reserve and use Vehicles of the Provider. Reservation will be understood to mean, depending on the context, each request to use a Vehicle and/or each use of that Vehicle permitted by the Provider, during a defined or undefined period from a recorded time and Location. The reserved Vehicle will be opened at the start of the Reservation by

- a) holding the Key in the form of a chip carrier at a short distance from the windscreen, near the chip reader that is installed there;
- b) use of the internet in combination with information provided by Provider such as the App;
- c) a different manner to be determined by the Provider.

7.2 A Reservation of a Vehicle of the Provider can take place, among other ways, by phone, via the Internet or via the App. A Reservation is only final after a confirmation by the Provider. Each confirmed Reservation leads to a separate Lease Agreement under applicability of these General Terms and Conditions. Per accepted Reservation, the Customer acquires the exclusive right of use of the reserved Vehicle during the agreed period. Reservations cannot be undone or intervened by other Customers.

7.3 The free cancellation of a Reservation, the shortening of a rental period under a Reservation therein included, is possible by phone, via the website or the App of the Provider if the cancellation term belonging to the Reservation has been observed. In case of Reservations for the use of a Vehicle of the Provider for less than 24 hours, cancellations can be done free of charge up to an hour before the start of the Reservation. In case of a late cancellation, the Customer is liable to pay (a part of) the lease price applicable for the entire rental period under the Reservation.

7.4 When making a Reservation the Customer accepts the data of the Provider (digital registration of Reservations and Trips) as foundation for invoicing in advance as correct.

7.5 When making a Reservation the Customer agrees that the location of a Vehicle of the Provider at the end of a rental period will be recorded and stored by the Provider and possibly displayed on the website of Provider, for the benefit of, among others, a subsequent user of the Vehicle.

7.6 When making a Reservation, the Customer agrees that the Provider can follow the position and manner of use of a Vehicle for reasons of safety, analysis of use patterns and fleet management via a vehicle tracking system. The route and/or actual location of a Vehicle shall at all times be passed on by the Provider to investigating authorities in case of suspicion of embezzlement or theft of the Vehicle or in case of any other crime in connection with the Vehicle when this route or actual location are of importance. The acquired data will furthermore be processed for the furthering of safe and environmentally friendly driving by Customers via information or specific direction.

7.7 The Customer service of the Provider is authorised to contact the Customer in case of service disruptions with regard to the reserved Vehicle. The Customer service has the right to forbid further use of the Vehicle of the Provider, in case of suspected contract violation.

7.8 The rental period starts with the conclusion of the agreement and ends when the Customer has terminated the lease transaction properly in accordance with paragraph 14 or when the Provider has the right to terminate the Lease Agreement in accordance with these General Terms and Conditions.

7.9 The Provider has the right to take back the Vehicle leased by the Customer in consultation with the Customer on any desired moment and to replace it by a comparable Vehicle of the Provider.

## 8. Liability, Payments, Authorisation

8.1 The Customer agrees to pay the prices in accordance with the chosen Rate plan. The prices are stated in the applicable rate overview. Payment is due after expiry of the Lease Agreement.

8.2 The Provider is authorised to charge a periodic (e.g. monthly) rate for the duration of the Umbrella Agreement according to the Rate List, except for explicitly agreed deviations. This periodic rate is payable upon demand in advance from the definitive conclusion of the Umbrella Agreement.

8.3 A deposit is payable in advance before the Umbrella

Agreement is concluded. A deposit due under an Umbrella Agreement will be established according to Rates of Provider. Customer can pay the deposit by one-off direct debit or by authorisation hold on a creditcard. In case of payment of the deposit by creditcard, Provider is at all times entitled to demand payment security and/or pre-authorisation (=authorisation hold) on the creditcard, before the Provider concludes or renews an Umbrella Agreement. In the case of pre-authorisation it will be assessed if, at that moment, the payment card is registered to the name of the Customer, registered as missing or stolen or expired, and sufficient spending limit is available for the intended Reservation.

8.4 The deposit will be settled no later than at the end of the calendar month following the calendar month of cancellation with what a Customer still owes the Provider under the concerned Umbrella Agreement at that time. The positive balance will be refunded to the Customer. No interest will be paid over a deposit.

8.5 To prevent credit card fraud the Provider reserves the right, at all times, to implement security checks. When a security check results in suspicion of credit card abuse, the Provider is entitled to suspend the fulfilment of its obligations or to cancel the Umbrella Agreement without prior notice. If after verification an instance of fraud is suspected, Provider will report this to the police.

8.6 The lease price will be calculated according to the Rates of the Provider per reserved period or, if so explicitly agreed, per actual rental period, it being understood that the applicable period will be extended with the time that, due to circumstances that are at the risk of the Customer, the used Vehicle is returned later to the Location than recorded at the time of booking. The lease price or any part thereof is always immediately payable upon demand.

8.7 The lease price will, after expiry of the applicable period, in accordance with the previous section, be brought into account if that period does not last longer than seven days, and thereafter also more frequently if that is practical and possible for the Provider.

8.8 Payments by the Customer take place according to the chosen payment method. The Customer is obliged to ensure that the bank account from which the debit or the (SEPA) direct debit takes place, or another selected payment method, offers sufficient cover. If the debited amount is claimed back by the bank and the customer is responsible for that, then the Provider can oblige the Customer to pay the bank costs, as well as a fine according to the then applicable Rates. The Provider reserves the right to refuse certain payment methods chosen by the Customer and to change the standard payment method chosen from various payment methods. The Customer shall in such case be notified in advance about this change.

8.9 Over all amounts not paid or paid too late by a Customer for whichever reason, the Customer is liable to pay a delay interest of 1.5% per month or part of a month, but not more than the lawful maximum percentage for trade transactions. The collection costs in case of no or late payment by a Customer will be calculated in accordance with Article 2 of the *Besluit vergoeding voor buitengerechtelijke incassokosten* of 27 March 2012.

8.10 The Provider always has the right to set off amounts due by a Customer against possible claims under the concerned Umbrella Agreement of any Customer on the Provider. To a Customer no right to set off is authorised of mutually due amounts, while he is neither authorised to withhold goods of the Provider until the satisfaction of his claims.

8.11 In case of and as long as a Customer does not or not timely comply with any payment or other obligation towards the Provider, the Provider is authorised to suspend its obligations under the concerned Umbrella Agreement.

8.12 The Provider is authorised to communicate via email with regard to invoices and demands for payment.

### 9. Obligations of the Provider upon Reservation

9.1 The Provider is required to make an effort to the best of its abilities to make available, after the confirmation of a Reservation, a Vehicle suitable for use at the time recorded in the Reservation and on the Location, and to keep it available during the concerned rental period.

9.2 The late return of a reserved Vehicle by a previous user and/or necessary repair of defects in or damage to the reserved Vehicle can mean that the reserved Vehicle, despite confirmation of the Provider of the Reservation to the Customer, will not be available. While in possession of a Vehicle, it can also happen that damage or a defect to the car which presence is for the risk of the Provider, limits the use of the car. If the Provider is not able to (fully) comply with a Reservation confirmed by the Provider due to previously mentioned reasons, the Provider is required to make an effort to the best of its abilities to find a replacement transport option for the Customer as soon as possible, either by referring the Customer to a Vehicle on another Location than stated in the Reservation, or by referring the Customer to substitute (public) modes of transport. The costs of tram, train or if necessary taxi to the nearest other Location stated by the Provider or the nearest public transport station will be compensated against submission of the relevant bills by the Provider. However, each replacement transport is for account of the Customer, even if the Provider has mediated in the conclusion thereof.

9.3 With regard to and within a Reservation, the Provider is not held to any further obligations than those described above.

### 10. Obligations of the Customer upon Reservation

10.1 As long as a Vehicle is available to the Customer, costs connected to the use including toll or parking fees are for his account.

10.2 If a fuel pass, charging pass or similar payment instrument is present in the Vehicle, the use hereof is free of charge if it is solely used to pay for the fuel or electricity for the Vehicle. If the Customer cannot pay with the fuel pass, then the fuel or electricity will in the first instance be for the account of the Customer and the Provider shall credit these to the Customer against submission of the original bill. Use hereof for other vehicles, or for the benefit of other purposes than for which this has been issued, is forbidden and constitutes a crime. If these payment instruments prove to be demonstrably abused at any moment for the benefit of any other vehicle, then the concerned Customer is jointly and severally liable to compensate all costs for fuel to the Provider in accordance with the substantiated estimate of the Provider, unless proof to the contrary is provided. Furthermore, the client is then directly due

a contractual fine of € 1,000 per demonstrated case. If (further) instances are likely without already having been demonstrated, the concerned party shall be required to pay Provider a deposit of € 2,000 to cover examination costs.

10.3 The Customer must use the Vehicle only according to the manufacturer's user manual, on public and suitable roads normally accessible for private vehicles, use the correct fuel, frequently check the oil and other liquid meters in the car and top up liquids if necessary, park the car in suitable places at all times, leave it behind clean after use, lock it properly and activate security equipment if present.

10.4 It is not permitted to use the Vehicle under the influence of alcohol, drugs, medication or other substances that can influence the driving behaviour, for transport of persons or freight against payment, the giving of driving lessons, the taking part in matches, rallies, demonstrations, tests or parades, the committing of crimes, to pull or push therewith caravans, trailers or other objects, or to apply roof luggage or other roof load or to load to excess or to load without sufficient fastening. Furthermore, it is not permitted to smoke in the Vehicle or to transport objects or material therein which can cause damage to the shape, composition or smell of the Vehicle or can hinder (new) leases. It is finally not permitted to (let) repair the Vehicle in case of damage or defect without explicit and prior permission of Provider.

10.5 Except for permission of Provider in writing or via email, it is not permitted to go abroad with the Vehicle of the Provider. The Customer must request this prior to the lease and simultaneously with the Reservation. The Provider is authorised to apply additional insurance premiums, surcharges and/or consents for (the intention of) crossing certain national borders, national regional borders or geographic regions. The Provider is furthermore authorised to identify crossing these borders as a dissolving condition. The Provider may name such conditions by General Terms and Conditions or any other document concerning the Lease Agreement. Upon activation of such a dissolving condition, the Provider is authorised to immediately take the Vehicle or have it taken and repatriate it. In such a case, the Customer is liable to pay damages towards the Provider for the remaining lease costs according to the reservation, all costs for repatriation, handling and all additional costs. In no case shall the Provider be liable for damages towards the Customer or third parties with regard to taking back the Vehicle.

10.6 The Customer must arrange for additional equipment which for the intended use are desired or necessary; including requirements for transporting children, use abroad, for special purposes or under more or less special circumstances.

10.7 In the interest of other customers, the environment and society, the Customer must use the Vehicle in a safe and energy efficient manner.

#### **11. Accidents, breakdown, damages, defects and repairs**

11.1 The Vehicle will be checked periodically according to lawful obligations by the Provider for damage and defects. This however does not relieve the Customer of his own obligation to check the Vehicle before use for damage and defects. The Customer is required to notify the Provider before the use of the Vehicle of damage and defects that have not been stated on the damage status. In the Vehicle a damage status of damages and defects already known to the Provider is present, this can

be both physical and digital in, for example, the App. To be able to attribute the damage to the person who caused it, the notification must be made prior to starting the vehicle. The Customer is obliged to report the concerned information fully and truthfully. Damages or defects that are not reported shall be attributed to the last known Customer that has made use of the Vehicle before the damage was discovered or reported.

11.2 The Customer shall in case of a breakdown, accident or any event from which damage can derive or has derived, either for the Provider, or for third parties, bring himself directly into contact with the Provider. The Customer is obliged to follow up the instructions of the Customer service and, if applicable, stay with the Vehicle until roadside assistance has arrived. Involvement of roadside assistance without permission of the Provider is for the Customer's own account and risk. In case the Provider cannot be reached, the Customer must notify police by phone, even in case of exterior damage only.

11.3 The Customer may, in the case of an accident whereby a Vehicle driven by him was involved, issue no statement of liability or similar statement. If despite this ban a liability or similar statement has been issued, then this applies only directly to the Customer. Neither Provider, nor (its) insurers are bound by this statement.

11.4 In case of damage, the Customer is obliged to provide all information and all documents relating to the event, upon request or of his own initiative, to the Provider or to its insurer. The damage form must be presented as soon as possible, fully completed and signed, to the Provider. The Customer is obliged to grant the Provider and persons designated by the Provider all requested cooperation to acquire compensation of damages from third parties or as a defence against claims of third parties or establishment of the liability of the Customer.

11.5 If within a period of seven days no damage form has been received by the Provider, processing of the damage is impeded or delayed. In this case, the Provider reserves the right to charge all costs and damage to persons, objects and vehicles related to the accident to the account of the Customer.

11.6 In case of damage or defects to the Vehicle, the Customer is not permitted to use the Vehicle if that can lead to aggravation of the damage or defects, or to reduced traffic safety. Customer service agents are authorised to forbid the use of the Vehicle if the safety during the trip seems to be at stake.

11.7 Compensation for damage in connection with damage to the Vehicle belong to the Provider in all cases. If this compensation has been made to the Customer, then the Customer must forward this to the Provider without request.

#### **12. Insurances, Liability, Fines**

12.1 An insurance against civil law liability has been taken out for the Vehicle by the Provider, in accordance with the law (WAM). For car passengers, passenger insurance has also been taken out by the Provider.

12.2 Damage to the Vehicle is not insured and will, except for damage excess as stated in the Rates for the Customer under whose Umbrella Agreement the damage was caused, be for the account of the Provider. An exception to these stipulations applies, however, in case of damage that has resulted from, during or related to violation of the stipulations in Articles 10.1 to 10.7 of these General Terms and Conditions, for damage

caused by an animal of the Customer or a passenger and for damage that is the consequence of wilful intent or gross fault of the Customer or a passenger. For compensation of the damage as referred to the previous sentence, the Customer under whose Umbrella Agreement the damage was caused, is fully jointly and severally liable.

12.3 If the Customer acts in violation of an obligation regulated in these General Terms and Conditions and the insurer has no obligation to compensation because of this, the Customer must fully compensate the resulting damage for the Provider.

12.4 The damage excess referred to in the previous section will be charged to the account of the concerned Customer. In advance, this damage excess can be reduced by the Customer against payment of a damage waiver per Reservation or per month in accordance with the Rates. The damage excess applicable in any case must be paid by the Customer upon first request of the Provider.

12.5 Traffic violations and measures related therewith, fines or charges for parking tax, also in connection with the parking at the end of the reservation period on another place than permitted by the Provider, for whichever reason, are for the risk and account of the Customer involved therein. The Customer fully indemnifies the Provider against possible claims of third parties. Fines or charges paid in the first instance by the Provider shall be recovered from the Customer by the Provider. For the processing of traffic violations (warnings, costs, fines, etc.) the Customer must pay a handling fee to the Provider for each event. The height of the processing costs will be specified in the applicable Rates as stated on the website of the Provider.

12.6 The Customer is liable for acts and omissions of the passengers, also if these did not have the consent of the Customer.

### 13. Liability of the Provider

13.1 Liability of the Provider under any Umbrella Agreement is limited to the compliance with the obligations that the Provider explicitly has on the basis of these General Terms and Conditions. However, within the execution of these obligations, the Provider is not liable for shortcomings of third parties such as municipalities, parking garages, damage repair and cleaning companies, other (earlier) users of Vehicles of the Provider, persons parking illegally on Locations or, for example, transport companies that provide services via mediation of the Provider. Furthermore, the Provider is in no case liable for damage that Customers suffer directly or indirectly as a consequence of or in connection with the desired or actual use of a Vehicle.

13.2 In all instances in which the Provider would be obliged to compensation of damage, the compensation of damage due by the Provider shall never be higher than the amount the liability insurer of Provider will cover in the concerned case. If there is no insurance cover for the liability of the Provider, then the obligation of the Provider to compensation of damage is limited to € 500.

13.3 An exception to sections 1 and 2 of this article applies only in case of damage of which the Customer demonstrates that such has directly emerged as a consequence foreseeable in advance of wilful intent of managing personnel of the Provider. This does not include customer service employees.

13.4 The Customer indemnifies the Provider against and for

claims of third parties related to any Reservation, additional or substituting services of the Provider, damage caused by the Vehicle involved in a Reservation concerned and/or the use that is made of that Vehicle, a Key or a fuel pass of the Provider by himself or a Customer under his Umbrella Agreement.

13.5 The Provider cannot be held responsible for the objects left behind in a Vehicle by the Customer.

### 14. End of the reservation

14.1 The Customer ensures that the Vehicle will be returned no later than at the time the reservation period ends, on the Location or the agreed parking place that is destined for the Vehicle. The Customer must also ensure that no litter or (serious) pollutions remain behind in the Vehicle.

14.2 The rental period under a Reservation runs to the moment that the Vehicle is parked at the end of the use on the Location, the key of the Vehicle, the fuel pass, the parking card if applicable, and the on-board computer have been correctly stored in the Vehicle, the lights are off, the windows properly closed and the doors have been locked. In case of doubt whether the locking has been successful, the Customer must call Customer service to verify this, or have the Vehicle locked remotely by customer service. If the Customer locks the Vehicle incorrectly or not at all, then this can have the consequence that the Trip is not terminated. The Vehicle then remains in use, which means it is not available to other Customers. In such a case, the Duration of the Trip continues and so do the costs (hourly rate).

14.3 After use, the Vehicle must be left behind with a fuel tank that is at least a quarter full. In case of an electric Vehicle, it must be left behind for charging on the Location connected to the charging station.

14.4 If the Trip for any reason cannot be terminated, then the Customer is obliged to report this without delay to the Provider and stay with the vehicle until the Customer service has decided on further course of action. Possible extra lease costs emerged after inspection by the Provider will be repaid, if the Customer is not in default. A Customer is in default if the Vehicle of the Provider does not allow a termination, because the fuel pass or the car key are not in the vehicle, the doors have not been locked or the Vehicle is not in the correct Location.

14.5 If the Customer does not return the car key or fuel pass with the Vehicle at the end of the Trip, then he must return all belongings to the Provider no later than 12 hours after the end of the rental period.

14.6 In case of an accident due to which the Vehicle cannot be driven anymore, the time of transfer of the Vehicle to the salvage company will be regarded as the end of the Trip.

### 15. Duration and Termination of the Umbrella Agreement

15.1 Umbrella Agreements can be concluded for fixed-term or indefinite period. Umbrella Agreements for a fixed term end upon the expiry of the time for which they have been concluded. Umbrella Agreements for a fixed term longer than a year will, upon extension after that year, become an Umbrella Agreement for an indefinite period. Umbrella Agreements for indefinite period end upon cancellation by one of the parties. All Umbrella Agreements end upon bankruptcy of the Customer, his suspension of payment or his legal debt rescheduling, always at the moment of the ruling or

determination thereof.

15.2 Cancellation of an Umbrella Agreement for indefinite period must take place in writing or via the website of the Provider, observing a notice period of 30 days. If the cancellation takes place within a period of a 30 days after announcement by the Provider of a change of these General Terms and Conditions, then under the Umbrella Agreement, the old General Terms and Conditions shall continue to apply until the end thereof.

15.3 Parties reserve the right to extraordinary cancellation. Specifically, the Provider can terminate the Umbrella Agreement without prior notice if the Customer

- a) has payment in arrears,
- b) repeatedly fails to ensure a sufficient balance on his payment account resulting in direct debit not being possible,
- c) is in a state of bankruptcy, has filed for his bankruptcy, or in case of legal debt rescheduling or suspension of payment,
- d) has provided incorrect information or has held back facts upon registration or during the tenure of the agreement and therefore the Provider cannot be expected to continue the agreement,
- e) does not refrain, despite a written warning, from serious violations of the agreement, or does not amend the actual consequences of these violations without delay.

15.4 In case of termination without prior notice by the Provider, the access to Vehicles of the Provider will immediately be blocked from the moment of cancellation and future Reservations already made will be undone.

15.5 When the Umbrella Agreement is terminated in accordance with the above section without prior notice, then the Provider is entitled to:

- a) immediate return of the Vehicle used at that moment by the Customer. If the Customer does not immediately return the Vehicle, then the Provider is authorised to take possession of the Vehicle at the expense of the Customer,
- b) the lease price until return of the Vehicle,
- c) compensation for damage, equivalent to the exact damage caused by non-compliance, that will be charged by the Provider to the account of the Customer.

15.6 Termination of the Umbrella Agreement leads to termination of rights under a Key covered by the agreement.

#### **16. Transfer of enterprise by the Provider**

The Provider has the right to transfer its enterprise or parts thereof, including Umbrella Agreements, to third parties, if those third parties at the time of the transfer can reasonably be deemed capable to continue the services immediately after the transfer at a similar level and against similar conditions and rates.

#### **17. Change of General Terms and Conditions**

17.1 The Provider explicitly reserves the right to introduce changes in the General Terms and Conditions and the Rates. Possible changes shall be published via email, App or the website of the Provider. Each Reservation made after notification applies as (proof of) acceptance hereof by the Customer.

17.2 If the General Terms and Conditions are changed, then the

changed General Terms and Conditions will take effect one calendar month after the month of publication of the changed General Terms and Conditions on the website of the Provider. The old Terms and Conditions, however, will apply to Reservations of which the cancellation term has already expired at the time of the publication of the changed General Terms and Conditions on the website.

#### **18. Resolution of disputes**

18.1 The Laws of the Netherlands are applicable to these General Terms and Conditions.

18.2 In the case of a dispute between the Customer and the Provider that cannot be resolved by parties mutually, solely the district court of Rotterdam, the Netherlands, insofar the law permits, shall be authorised to resolve that dispute.

18.3 No deviating oral agreements exist. Changes and additions must be agreed in writing. Email suffices as being in writing.

18.4 Should one or more stipulations of these General Terms and Conditions be or become invalid or declared void, then this leaves the validity of the other stipulations unaffected. The parties commit themselves in that case to fill in emerged loopholes in accordance with the spirit and the assumed intention of the parties, and to replace the invalid stipulations by valid stipulations that approach the non-valid stipulations in an economic sense and regarding the intention thereof as much as possible.

#### **19. Filing and entry into force**

These General Terms and Conditions have been established by the Directors of the Provider. Date of entry into force is 1 April 2017