

## General Terms and Conditions

Foreword.....	1
Who's who? .....	2
PART 1: TERMS & CONDITIONS FOR CUSTOMERS AND DRIVERS.....	2
Using our cars.....	2
Use of accounts, website, app and access device.....	2
Reserving and unlocking a car.....	3
Our obligations when you use a car.....	3
Your obligations when using a car.....	4
Locking a car and ending a reservation.....	5
Accidents, breakdowns, damage and defects.....	5
Insurance, liability and fines.....	6
PART 2: TERMS & CONDITIONS FOR CUSTOMERS.....	6
About these Terms & Conditions and other agreements.....	6
Our contract.....	7
Rates and Terms of Payment.....	8
Privacy and personal data.....	8
Our liability for damages.....	8
Disputes.....	9
End of the contract.....	9
SECTION 3: GLOSSARY.....	9

### Foreword

At Greenwheels, we love transparency and simplicity. We also believe it is important to make clear arrangements, which is what these Terms and Conditions are for. When you sign up to use our service, you agree to these T&Cs, or the part that applies to you. If you have any questions, you can always call our customer service at 088 2100 100.

### The headlines

You use and share Greenwheels cars with other people, so it is a good idea to read through all the terms and conditions to know exactly what you are agreeing to. We have summarised the main terms, conditions and rules below:

- **Signing up** You can only sign up for Greenwheels if you are 18 or older. You can reserve and drive a Greenwheels car if your driver's license has been checked, you have accepted the Terms & Conditions, we have accepted you as a driver and the deposit has been debited from your account. Only registered drivers are allowed use Greenwheels cars.
- **Login credentials** Every driver must have their own account. You are not allowed to share your login credentials with others or allow someone else to use your account. With your login credentials, you can reserve and access cars using the Greenwheels app, the Greenwheels card or a public transport chip card. If you use Greenwheels through one of our partner's apps, you can also access the car with that partner's app.
- **Report a damaged or a dirty car before driving.** Before you start the car, check it for damage and defects. To report that your car is damaged or dirty, use the Greenwheels app or get in touch with our customer service department.

- **Obey traffic rules.** You are liable for fines incurred during or as a result of your trip, e.g. for speeding, traffic violations or illegal e charge an admin fee for every fine you incur.
- **You are literally and figuratively behind the wheel.** During your trip, you are responsible for a car, even if you break down or if the car is damaged. You never smoke in the car and make sure it stays neat and tidy. If you run into any problems, you contact us right away. If the car is damaged during your trip, if you cannot return the car on time, or if you cannot park the car in the designated Greenwheels location, please call our customer service department.
- **Return the Greenwheels car on time.** You can extend your reservation in the Greenwheels app, on the website, or by calling the customer service department. You will not always be able to extend your reservation indefinitely, because someone else may have reserved the car.
- **Return the Greenwheels to the right spot and make sure it has plenty of fuel.** To finish your trip, park the car in the designated location with plenty of fuel (more than a quarter tank) or hook it up to the activated charging station, lock the car with the Greenwheels app, the Greenwheels card, a public transport chip card or a partner app, return the car key to the on-board computer and make sure the car is available for the next customer at the agreed time.
- **Bi-monthly billing** Based on your reservations and trips, we will send you an invoice twice a month. If you do not pay your invoices on time, we can temporarily or permanently block your account.
- **No one wants to pay more.** If you violate these terms and conditions, we are entitled to charge you an admin fee, as stated on the website and in these T&Cs.

## Who's who?

Whenever you read **'you'** or **'your'** in these Terms and Conditions, we are referring to you, a Greenwheels customer. You are a customer if you have a contract with Greenwheels that allows you to use our services for a fee.

Whenever you read **'we'**, **'us'** or **'our'** in these Terms & Conditions, we are referring to Collect Car B.V., trading under the name Greenwheels, with its registered office at Kruisplein 476, 3012 CC Rotterdam. Greenwheels is registered in the Company Register of the Chamber of Commerce under number 24246319.

Whenever you read **'driver'**, we are referring to a person you have registered with us who can use our cars based on your contract. You, the customer, can be a driver yourself, but a family member or employee of yours can also be a driver. To keep things simple, we sometimes use **'he'**, **'him'** or **'his'** to refer to the driver. However, this could just as easily be read as **'she/her'** or **'they/their'**.

## Who are these Terms & Conditions intended for and who can use them?

These Terms & Conditions are intended primarily for customers who have a contact with us, and that includes you. In addition, part of the Terms & Conditions is also for the drivers you have signed up and who use our services through you. As a customer, you have an obligation to make sure that drivers registered by you follow our T&Cs. If they do not, you are responsible and liable for the consequences.

To indicate which T&Cs apply to you and the other drivers and which apply only to you, we have split them up into three parts: part 1 is for customers and drivers, part 2 is for customers only. Part 3 is the glossary.

We use these T&Cs, but may also be used, either in full or in part, by another party selling/providing our services. In this case, **'we'**, **'us'** or **'our'** or refers to that other party. If the Terms and Conditions are used by another party, this does not create a direct relationship between the customers or drivers affiliated with that other party and Greenwheels. However, Greenwheels is authorised to invoke these Terms and Conditions when used by another party.

## Glossary

In these Terms & Conditions, you will encounter a number of phrases that have specific meanings for Greenwheels. Where possible, we try to explain what these phrases mean in the text. To quickly look up what they mean, you can turn to the glossary in part 3 of these T&Cs.

# PART 1: TERMS & CONDITIONS FOR CUSTOMERS AND DRIVERS

## Using our cars

### 1. Who can use our cars?

Our cars may only be used and driven by persons who:

- have read these Terms and Conditions, explicitly including part 1;
- have a valid driver's license to drive a passenger car. This driver's license must be from an EU country, the United States, Canada or Curacao;
- are registered at a Dutch address;
- are registered as drivers with Greenwheels;
- do not have an unpaid traffic fine;

- have an activated access device. By access device, we mean a card, public transport chip card or app that can be used to reserve, unlock and use a Greenwheels car;
- carry with them their driver's licence throughout the entire reservation period and comply with all applicable requirements and restrictions.

Please note: We only accept driving licenses that have been electronically verified. If, after verification, we discover that a driving licence may be fraudulent or may have been lost or stolen, we will report this to the police.

### 2. What payment options can I use?

You (or a driver you have registered) can only reserve and use a Greenwheels car if you, the customer, have selected a payment method that is accepted by us when you sign up, providing all the necessary details. We accept the following payment methods:

- a credit card. This credit card must be registered in your name, may not be listed as lost, stolen or expired and have a spending limit sufficient for the intended reservation transaction and allow for the irrevocable pre-authorisation of the reservation deposit; OR
- an active bank account that supports SEPA direct debit and that is accepted by us. This bank account must be in your name (or that of the organisation you work for); OR
- a mobility card from an organisation affiliated with us.

### 3. What if a driver is temporarily not authorised to drive?

You are required to notify us immediately if you or a driver you have registered is temporarily unauthorised to drive because:

- your or the driver's driving license has been lost or revoked;
- your driving privileges or the driver's privileges are otherwise restricted or prohibited.

In that case, you or the driver may not use a vehicle owned by us while unauthorised to drive. If you do so anyway, Greenwheels can take various measures and levy additional charges, as described in article 20.

## Use of accounts, website, app and access device

### 4. What can you expect from our website and app?

You and the drivers you have registered are entitled to use an account on our app to help you use our services. You can use this account to reserve a Greenwheels car in the app or on our website, and you can also use the app to unlock the car you have reserved. Any right of use we grant is:

- revocable: we can revoke the right of use at any time;
- non-exclusive: we can also grant the right of use to others;
- non-sublicensable: this means that you cannot pass on the right of use to others without our consent;
- non-transferable: you cannot transfer the right of use to another person.

We make every effort to keep the app and website safe and working properly, but complex software will never be completely free of flaws, errors and bugs. Therefore, we cannot guarantee that the app and website are safe and free from flaws, errors and bugs. It is also possible that the app and website are unavailable, either temporarily or for an extended period of time, due to an outage. If you are unable to lock or unlock a car with your card or app due to an outage, please contact customer service and do not leave the car unattended.

## 5. What rules apply to the app?

You can use our app if you wish, as can the drivers you have registered. The following rules apply:

- a. The app stores and processes the personal data provided to us by the driver. The driver is responsible for the safe use of the app.
- b. To use the app, the driver must have a smartphone/tablet or another device that meets the app's technical requirements. When the app is downloaded, it automatically checks whether the device meets these requirements. We do not guarantee compatibility.
- c. Certain features of the app require a working internet connection, such as registering with us and reserving and unlocking a car. The driver is responsible for access to a working internet connection and for the corresponding costs. Also, the driver must ensure that the mobile device on which the app has been installed is charged and remains usable. If the battery dies, rendering the driver unable to use one of our cars, we are not responsible.

## 6. What rules apply to the access device?

We may provide an access device that can be used to reserve, unlock and use our cars. In this case, we will provide this card to you and the drivers you have registered with us. The following rules apply to the card:

- a. We will levy a one-time charge for each card, unless we have agreed otherwise.
- b. It is prohibited to use IT methods to read, copy or manipulate the access device. If you or a driver attempt or are found to have attempted to do so, we may bar you and/or the driver from using our services and hold you responsible for any damage incurred.
- c. Drivers are required to report the loss, theft or destruction of an access device to us immediately (via the website or customer service department). We will then block the access device immediately to prevent misuse. We will notify you by e-mail. We may levy a charge for blocking the access device and creating a new one.

## 7. How should you deal with your account?

You and all the drivers you register with us have their own account. To protect their account, all users are given or choose a unique, strong password to give them access to confidential information and features, such as reserving a car. In addition, all drivers are given or choose a Personal Identification Number (PIN), which they can use to identify themselves in the car and with the app. The following rules apply:

- a. The driver must choose a unique, strong, and hard-to-guess password and PIN. To help you set a strong password, we have set certain password requirements.
- b. The driver must keep the password and PIN strictly confidential and may not share them with others.
- c. Under no circumstances shall the driver mention or store the password and PIN on any access device or access device carrier, nor may they store this information near the access device in any other way.
- d. The driver must immediately change the password and/or PIN if there is reason to believe that someone else knows their password/PIN. In addition, it is advisable to change passwords regularly.

## 8. Can other people use your account?

Accounts are strictly personal: you and the other drivers may not share your accounts with others. In other words, you may not share

your login credentials or any information that will allow other people to access your accounts. This applies even if the other person is also registered with us as a driver himself and therefore has their own account: they must always use their own account.

If you or another driver fail to obey these rules, we will fine you € 1,000. If the damage incurred by us exceeds the fine, we may seek compensation for the amount in excess of the fine.

## 9. What if we suffer damage due to the loss of an access device or unauthorised use of an account or app?

Have you or has one of your registered drivers lost an access device? Has an unauthorised user accessed the app or account belonging to you or one of your registered? And did we or another party suffer any damage or incur any additional costs as a result? In these cases, you - the customer - are responsible and liable, especially if the loss of the access device or the unauthorised use of the app or account led to the theft or misuse of or damage to one or more of our cars.

## Reserving and unlocking a car

### 10. How do you reserve a Greenwheels car?

You and any other driver you have registered with us can reserve and use our cars. Reservations can be made by phone (depending on your chosen rate, you may be charged extra for this) and on our website, our app, or a third-party app linked to ours (e.g. belonging to a mobility provider). Reservations are not finalised until we confirm them (with a confirmation screen in the app or with an e-mail, push or text confirmation). After the reservation has been confirmed, the driver has the exclusive right to use the reserved car during the reservation period.

### 11. How can you unlock a Greenwheels car?

When you reserve a car, you choose the start time. From the start time on, you can unlock the car you have reserved:

- a. by holding the access device a short distance from the windshield, near the chip reader installed there *or*
- b. by using our app or another party's app linked to ours *or*
- c. in some other way supported by us.

### 12. How can you cancel or amend a reservation?

If you have or another driver has reserved a car, you can cancel or amend this reservation at no cost or at a cost. You can do this by phone, via the website or in the app. You can only cancel or amend a reservation within the applicable cancellation period appropriate to your chosen rate, as stated on the website. If a reservation is cancelled or amended after this deadline, you, the customer, will be billed for the stated reservation fee.

### 13. What about privacy when using a shared car?

As a user, your privacy is protected by our privacy policy. You can find our privacy policy on our website.

In case of suspected car embezzlement or theft, we will pass on the route and/or whereabouts to the relevant authorities. We also do so if the car is involved in some other violation and the route taken or whereabouts of the car are deemed important.

## Our obligations when you use a car

### 14. What can you expect from us if you have reserved a car?

If you have or if a registered driver has reserved one of our cars and we have confirmed the reservation, we will make every effort to have a car ready for you at the specified time and location that is suitable for use and can be used throughout the entire reservation period.

### 15. What if you cannot find the car or if the car is not working properly?

It may happen that - despite the fact that we have confirmed your reservation - the car you or another driver had reserved is not there for you or not there for you on time. This may be because the previous driver missed the deadline for returning the car and/or because damage or defects to the car had to be repaired. Also, the car may be rendered unusable during your reservation period by damage or a defect.

If we are unable to provide you with a car for any part of your confirmed reservation for any of these reasons, we will do our utmost to find replacement transportation for you or the driver registered by you. This can include a Greenwheels car at a different location or, if there is no other option available, alternative transport, public or not. We will reimburse any costs incurred by you or the driver registered by you to travel from your reserved car to the new location by tram, bus, train or, if necessary, taxi. This new location could be the location of the nearest substitute car, the nearest public transportation station, or some other location. We will reimburse you, the customer, for these costs, provided you submit the relevant receipts. Any transportation costs incurred by you or the driver in question afterwards will be at your own or the driver's own expense. For example, we will only reimburse the taxi costs for getting to a replacement car, not the extra costs incurred for taking a taxi to your final destination.

We are entitled to replace a reserved car with a comparable car at any time, if necessary. We will inform you about this if you opted in to receiving reservation confirmations.

### 16. What to do in case of car trouble or other issues?

We provide sound roadside assistance in the Netherlands and in the countries where users can drive our cars without prior permission.

If there is an issue with the car you have reserved, Customer service may get in touch with you or the driver. Customer service will work with you or the driver to find a solution.

### 17. Do we have any other obligations?

We do not have any obligations beyond the above when you reserve a car. In addition, we have described the extent to which we are liable for damages in sections 55 through 57. The liability limitations mentioned here also apply to the drivers who are registered with us.

## Your obligations when using a car

### 18. Which costs are paid by you or the driver and which costs are paid by us?

Any costs incurred while using a Greenwheels car, such as tolls or parking fees, are your or the driver's responsibility.

If the car comes with a fuel card, charge card or similar means of payment, you or the driver can use it free of charge to refuel or recharge the car in question. If you cannot use the means of payment provided to top up the car, you or the driver will have to advance the costs. We will reimburse you, the customer, for these costs after you submit the original receipts.

### 19. What if you use the fuel or charge card for a different car or purpose?

You are prohibited from using the above means of payment for any vehicle or purpose other than for refuelling or recharging the car you reserved with us. Any unauthorised use of the card is considered a violation or a serious offence. If these means of

payment can be shown to have been used for any other vehicle or purpose at any time, the following measures apply:

- a. You, as the customer, are required to reimburse us for all fuel/energy costs according to a well-founded estimate.
- b. You will immediately be fined € 1,000 per violation. We may also claim compensation for any damage exceeding the fine separately.
- c. If it is plausible that one or more of these violations occurred, but we cannot be sure, we are entitled to investigate the issue at your expense. You will then be required to pay a € 2,000 deposit at our earliest request.
- d. If you used the fuel or charge card for a different car or purpose, Greenwheels files a report with the police, unless you can provide proof that you did not use the fuel or charge card for another purpose or vehicle.

### 20. What are the rules for using a Greenwheels car? What are the consequences of violating the rules?

Any driver using one of our cars must obey the following rules:

- a. You must use the car properly and appropriately, following the owner's manual at all times.
- b. You may only drive on suitable public roads that are accessible to passenger cars.
- c. You must stop driving immediately and contact us by phone if any warning lights appear on the dashboard.
- d. You must use the correct fuel. If a warning light tells you that another fluid has to be topped up, top it up and contact customer service to arrange compensation.
- e. You must always park the car in an appropriate space and leave the car behind empty, neat and tidy after use. You must also close the doors, windows and glove box and turn off the lights.
- f. You may not use the car under the influence of alcohol, drugs, medication or other substances that may impair your driving skills, such as nitrous oxide.
- g. You may not use the car to transport people or cargo for payment, to give driving lessons, to participate in races, rallies, demonstrations, tests or parades, or to commit crimes.
- h. You may not pull or push a caravan, trailer or other object with the car or transport rooftop cargo. You may not transport excess loads or transport cargo that has not been secured properly in the car.
- i. You may not smoke or perform sexual acts in the car.
- j. You may not place, transport or leave in the car any object or substance, illegal or otherwise, whose shape, composition or odour may damage the car or injure drivers or interfere with other drivers' ability to use the car.
- k. You may not have any damage or defect to the car repaired without our express and prior consent.
- l. You must provide any additional equipment you need or the intended use of the car yourself, such as snow chains, a child seat or other equipment needed to meet the requirements for transporting children.
- m. You must operate the car in a safe and energy-efficient way, for the sake of other users, the environment and society.

### Consequences

If you violate any of these rules, you may be fined or we may levy an admin fee, as well as charging you for the actual costs incurred by Greenwheels to repair or resolve the issue in question. You can find these costs on our website. Greenwheels may prohibit further use of the car if there is reason to suspect that you have or the driver has

violated agreements in the contract and/or the reservation agreement.

#### **21. Can you travel abroad with a Greenwheels car?**

You or a driver registered by you may travel abroad to any country on the approved countries list on our website without prior permission. We may amend this list from time to time.

If you or another driver wish/wishes to travel to a country that is not on the list, you may only do so with prior written permission from our customer service department. We have the right to impose additional requirements if you go to certain countries, parts of countries or geographical regions, such as additional insurance premiums and/or surcharges.

If you or another driver go/goes to a country that is not on the list without our prior permission, we may terminate your contract, or the reservation agreement for the car in question, with immediate effect. We then have the right to seize the car, or have it seized, immediately and repatriate it. In that case, you will owe us compensation for the remaining reservation costs according to the reservation summary, for all repatriation and handling costs, and for incidental expenses. We are never obliged to pay any compensation to you or any other person or company in such a case.

#### **22. Who pays for fuel or electricity abroad?**

If you or another driver take/takes a Greenwheels car abroad, you have to pay for the fuel or electricity there yourself. Our fuel and charge cards are only valid in the Netherlands. We will refund these costs if you submit the original receipts on our website.

#### **23. What obligations do you have abroad?**

You and the other drivers have a number of obligations based on your contract with us, the car reservation agreement and these Terms & Conditions. These obligations apply in full if you or another driver take/takes one of our cars abroad. In addition, you must obey all rules and regulations for drivers of vehicles.

### **Locking a car and ending a reservation**

#### **24. When does a Greenwheels reservation period end?**

When you or a driver registered by you reserve/reserves a Greenwheels car, you are committing to a specific reservation period. You always pay the entire reservation fee for the full duration of your reservation, even if you end your reservation period early.

The reservation period may end at the following times:

*a. If you or another driver end/ends the reservation*

In this case, your reservation period will end when:

- the car is parked in its designated location;
- the car key, fuel card or charge card and, if applicable, the parking card and on-board computer are stored safely in the glove box;
- the lights are off, the windows are closed properly and the doors are locked.

If you are not sure whether the car was locked properly, please call customer service. We can then verify whether the car has been properly locked or do so ourselves if necessary. If you fail to lock the car or fail to lock it properly, your reservation period may not end. The car will then remain in use and will not be available for others drivers. In this case, the reservation period will continue and you, the customer, will owe the corresponding rate.

*b. If we terminate the reservation agreement*

In some cases, we may terminate the reservation agreement based on these Terms & Conditions, e.g. if you or another driver have/has

violated them in any way. The reservation period then ends at the time we terminate the reservation agreement.

*c. If the car is rendered undriveable by an accident or car trouble*

If the car is rendered undriveable by an accident or car trouble, the reservation period ends at the time you or the driver reported the incident to us. You will still be responsible for the car until the emergency services arrive.

#### **25. What should you do when the reservation period ends?**

No later than the time the reservation period is set to end, you or the driver must:

- a. return the car to the designated location;
- b. ensure that no rubbish or dirt, e.g. dog hair, is left in the car. If you fail to meet this obligation, we may charge cleaning costs and an admin fee. These costs are listed on our website;
- c. ensure that the fuel tank is at least 1/4 full. If you reserved an electric car, you must hook it up to a charging station and activate the station when leaving the car;
- d. store the car key, fuel card or charge card in the car. If you forget to do so, you must return it to us no later than 12 hours after the end of the reservation period;

make sure the lights are off, the windows are closed and the doors are locked.

If you violate any of these rules, you may be fined or we may levy an admin fee. You can find these costs on our website.

#### **26. What if the reservation period cannot be ended?**

If the reservation period cannot be ended, e.g. because the designated location is occupied or because you cannot lock the door, you or the driver must report this to us immediately and wait at the car until customer service has decided on how to proceed. If you incur additional reservation costs as a result, we will refund them to you after checking the issue. We will not refund these costs if you or the driver were/was at fault, e.g. if the reservation period could not be ended because the car key, fuel card or charge card had not been properly stored in the car or the doors were not locked.

#### **27. What if a car is seized?**

If an administrative, civil or criminal attachment has been levied on a car and you or a driver you have registered with us are/is at fault, the reservation period will continue, as will your obligation to pay, until the car is no longer attached and is back in our possession. In that case, you will be liable for all costs and damages arising from the attachment.

### **Accidents, breakdowns, damage and defects**

#### **28. What if you discover damage at the start of a reservation period?**

If you or a driver registered by you reserve/reserves a Greenwheels car, you must check the car for damage and defects before you set off. If you discover damage or defects not listed on the damage overview in the app, you must report them to us before you start the car. You must do so comprehensively and truthfully. This does not apply to bodywork damage smaller than the size of a debit card (86 x 54 mm).

If you report damage or a defect to us before using the car, we will look to see which driver last used the car. We will attribute the damage to that driver or, if the driver is not a customer, to the customer who registered the driver. If you fail to report damage or a defect and the next driver does report it, the damage will be attributed to you.

If using the car would cause the damage or defect to worsen or of doing so may jeopardise road safety, customer service may prohibit you from using the car and will try to arrange replacement transportation.

### **29. What if you suffer damage while using one of our cars?**

If, while driving a Greenwheels car, you or a driver you have registered with us are/is involved in an event that may result or has resulted in damage for us or for a third party, such as car trouble, an accident, a collision or theft, the following rules apply:

- a. Always take care of your own personal safety and that of your passengers first.
- b. You (or the driver) must contact our customer service immediately. Next, you are required to follow the instructions given by the customer service rep and stay with the car until roadside assistance or a recovery company arrives. If necessary, move the car to reduce the risk of further damage or prevent theft. If you call in roadside assistance or a recovery company without our permission, you must bear the costs and risk yourself. If you cannot reach us, you should call the police immediately, even in the case of body damage.
- c. In the event of an accident, you (or the driver) may not issue a declaration of liability or similar. If you do issue such a declaration, it will apply only to you or the driver. We or (our) insurers are not bound by this declaration or commitment.
- d. In the event of damage, you (the customer) or the driver are/is obliged to provide us and/or our insurer with all information and documents relating to the event. You must always complete and sign the accident statement as soon and completely as possible, and send it to us within seven days at the latest. You are also required to give your full cooperation to us and any other persons designated by us in order to:
  - obtain compensation from other parties;
  - counter claims by other parties;
  - determine the driver's liability.
- e. If we do not receive an accident statement from you (or the driver) within seven days of an incident, we may bill you for the related expenses and damages, i.e. costs and damages to persons, objects and vehicles that are for our account.
- f. If another party pays you compensation for damage to one of our cars, we are always entitled to that compensation. If you or a driver receive/receives this compensation, you must transfer it to us - without our having to ask for it.

## **Insurance, liability and fines**

### **30. What if a driver fails to comply with the obligations set out in these Terms & Conditions?**

Under these Terms & Conditions, both you as a customer, and the drivers you have registered with us, have a number of obligations. If a driver fails to comply with these obligations, then you, the customer, are liable for any resulting damages, costs and/or fines. This also applies if the driver acted without your knowledge or consent, or contrary to your instructions.

### **31. What insurance policies do we have in place?**

We have taken out third-party motor vehicle liability insurance for our cars. We also have passenger accident insurance. Both policies have a deductible.

### **32. What if damage or costs arise while using a car that are not insured by us?**

Have you, or a driver you registered with us, incurred any costs or damages while using a Greenwheels car that are not covered by our insurance policies? And do these costs or damages pertain to people or to property other than the car itself, e.g. your phone or a laptop? In that case, you, the customer, are liable and indemnify us against claims from others.

If the car is damaged during the reservation period, the damage is attributed to the driver in question, even if they did not cause the damage themselves. If the damage is not covered by another party's insurance, you, the customer, must pay for this damage up to the deductible. You and the drivers you have registered can - depending on the reservation agreement - reduce, buy down or buy off the deductible. You can do so through your accounts on our website or app.

### **33. When are you liable for all damages and costs?**

Notwithstanding the previous article, you will be liable to us for all damages and costs we suffer/ incur if:

- a. they occurred because you, or a driver registered by you, failed to comply with the obligations set out in these Terms & Conditions;
- b. they were inflicted by an animal belonging to the driver or a passenger;
- c. they were the result of intent or gross negligence on the part of the driver or a passenger.

This therefore includes costs that exceed the deductible. In addition, you must also indemnify us against claims from other parties.

### **34. How do we calculate damages?**

If the damage consists of repair costs, we use a fixed calculation system to calculate the costs. Based on this calculation, we will bill you for the cost of repairs, along with any other damages, up to the deductible. If you want, we will send you a breakdown of the calculation.

### **35. Who pays for traffic violations?**

Traffic violations and any corresponding measures, fines or assessments for parking taxes, are at your or the driver's risk and expense. This also applies to fines or assessments we receive because a car was parked other than the designated location at the end of the reservation period, regardless of your or the driver's reason for doing so. You also fully indemnify us against any claims from other parties.

If we advance a fine or assessment, we will recover this amount from you. In addition, you will owe us an admin fee for processing every traffic violation (warnings, charges, fines, etc.). The amount of the admin fee is specified on our website.

### **36. What else are you liable for?**

As a customer, you are liable for anything that your passengers or the passengers of the drivers registered by you do or fail to do.

## **PART 2: TERMS & CONDITIONS FOR CUSTOMERS**

### **About these Terms & Conditions and other agreements**

### **37. What do these T&Cs apply to?**

Before you start using Greenwheels, you have to enter into a contract with us that allows you or one of the drivers registered by you to use our services for a fee. When you or one of those drivers reserve a Greenwheels car and have their reservation accepted, you enter into a reservation agreement with us. These Terms & Conditions apply to both the contract and the reservation agreement.

The reservation agreement is subject to the rates listed on our website, in our app or in the third-party app you use to reserve a Greenwheels car at the time you conclude the reservation agreement. These rates are a supplement to these Terms & Conditions.

We always strive to harmonise the contract, the reservation agreement, the rates and these Terms & Conditions, but if they do turn out to contradict each other, the reservation agreement will prevail. This is followed by the contract, the rates and the Terms & Conditions (in this order).

### **38. What about offers and promotional T&Cs?**

If we publish certain offers, notices or promotional T&Cs on our website or app or in our promotional materials, they apply only insofar as they do not conflict with these Terms & Conditions.

### **39. Do these Terms and Conditions also apply if you reserve a Greenwheels car with another party?**

If another party resells Greenwheels services or sublets our cars, that party may apply all or part of these Terms & Conditions. In that case, that other party will replace the name "Greenwheels" in these Terms & Conditions with its own name. In that case, we shall be entitled to rely directly on these Terms & Conditions against customers and drivers of that other party.

### **40. Do these Terms & Conditions apply even if our services change?**

We may unilaterally change our offer (vehicle type) and the composition of our services, as well as the features in our app or on our website. We will inform you and the drivers you have registered about this in advance on our website, in the app or through other means of communication. These Terms & Conditions apply to all new features that extend or enhance our services.

### **41. Can we change these Terms & Conditions or our rates?**

We are entitled to unilaterally change these Terms & Conditions and our rates. We will then notify you by email, via our website and/or app, or via the third-party app you use to purchase our services. The new Terms & Conditions and rates will then apply immediately. By reserving a Greenwheels car after being notified of updated T&Cs and/or rates, you assent to the updated T&Cs and/or rates.

If you reserved a Greenwheels car before we published the updated T&Cs on the website and the cancellation period for that reservation has expired, the old T&Cs will still apply to that reservation.

### **42. Can you terminate the contract if the T&Cs or rates change?**

Depending on your rate type, you can terminate the agreement at any time. If we change the T&Cs in such a way that they represent a material deviation from existing agreements and if you are a consumer (e.g. if you are not affiliated with us as a professional or business), you may terminate your contract with us with immediate effect. You must do so within one month after you read could have read about the change.

If we are changing our rates by a reasonable amount, we do not consider the change a material deviation from existing agreements,

which means you will not be entitled to terminate the contract. An exception applies to retail customers, provided we change the rates within three months of the start date of your contract. In that case, you may terminate the contract immediately within one month after we change the rates.

### **43. Can we make verbal agreements?**

No. We cannot make verbal agreements that differ from what is stated in the contract, reservation agreement or these Terms & Conditions.

### **44. What if some of the provisions in these T&Cs are no longer valid?**

If one or more provisions of these T&Cs are or become invalid or void, the other provisions will remain valid. Greenwheels will then replace the invalid provision (insofar as possible with retroactive effect) with a valid provision, the legal consequences of which, in view of the content and purport of these T&Cs, correspond as far as possible to those of the invalid or void provision.

## **Our contract**

### **45. When do we have a contract?**

If you want to become a Greenwheels customer, you can register with us. Once we accept your registration, we have a contract. We will only accept you as a customer if:

- we have received all the necessary information;
- you have agreed to our Terms & Conditions;
- you have authorised automatic payments (if applicable); and
- we have received the requested security deposit from you (if applicable).

In addition, the following applies:

- a. Entering into a contract with us does not entitle you or oblige you to make a certain number of reservations.
- b. We may reject you as a customer without giving any reason.
- c. If we have not responded to your registration form within 14 days, you are free to revoke and withdraw your registration in writing.

### **46. Can other drivers also use your agreement?**

Depending on the agreement you have with us, you can register additional drivers who may then reserve and use Greenwheels cars under your agreement. We have the right to reject additional drivers or to impose additional requirements for signing up additional drivers. You have management rights that allow you to activate, deactivate or delete drivers through the app or website.

### **47. Can companies or other legal entities also become customers?**

Yes, we accept companies as customers. Companies are always represented by a natural person, the person who puts in the initial registration. This person is given administrator rights to the company's account. The natural person warrants that they are authorised to apply on the company's behalf and manage its rights.

### **48. Can we transfer our company and your contract to a third party?**

Yes, we have the right to transfer our company, or parts thereof, to one or more third parties. In that case, we also transfer our contract with you to that party/those parties. We will transfer our company only if it is likely that the party or parties acquiring us will be capable of continuing our services at a similar level with similar rates and conditions at the time of the acquisition. They must be able to continue to provide these services immediately after the acquisition.

## Rates and Terms of Payment

### 49. What rates do you pay?

Every time you or a driver registered by you reserve/reserves a car with us, you enter into a reservation agreement with us. With each reservation agreement, you agree to pay the rate applicable at that time according to the app or website. If you use our cars through another party, the rates published through that other party's app (or other medium) will apply.

Furthermore, we have the right – separate from the rates for renting our cars – to charge a periodic rate as a plan fee during the term of the contract, e.g. our Regular or Frequent rate.

### 50. What if you have to pay a security deposit?

Before the contract takes effect, we may require you to pay a security deposit. The amount of this deposit is based on our rates. You can pay the deposit via a supported payment method (article 2), a one-time direct debit or a block on your credit card.

If you pay the deposit by credit card, we always have the right to require pre-authorisation (= block) on the credit card before we conclude or renew the contract with you. If the payment cannot be pre-authorized, e.g. because the name on the credit card is incorrect, it is registered as missing, or the card is fraudulent, we may temporarily stop the obligations we have under our contract with you. We may also terminate our contract without prior notice.

If our contract ends, we will set off the deposit against any fees you still owe us under the contract no later than 12 weeks after the termination of the contract. If a positive balance remains, we will either refund it or cancel the block on your credit card. We do not pay interest on security deposits.

### 51. What are the rules for payment?

The following rules apply to paying the reservation fee or other charges:

- a. To calculate the reservation fee for a car, we use the applicable rates for the reservation period in question. We may demand payment of the reservation fee (or any part thereof) immediately after the end of the reservation period.
- b. When you or a driver registered by you reserve/reserves a car, you accept that the information we use for billing is correct. We obtain this information from the digital records of your reservation and from the car's usage records, such as odometer readings.
- c. If the reservation period does not exceed seven days, we will charge the reservation fee after the reservation period ends. For reservation periods that last longer than 24 hours, we can also collect the reservation fee in the interim or in advance.
- d. You must pay us with the payment method you chose when you registered an account. You are required to ensure that sufficient funds are available in the account used for the debit, the SEPA direct debit or other payment method. If the debited amount is recovered by the bank and you are responsible, we may require you to pay the bank charges.
- e. If – for whatever reason – you fail to pay an amount due or pay it late, you must pay default interest. The default interest rate is 1.5% per month or part thereof, but never more than the legal maximum rate for commercial transactions. We may also charge collection costs if you fail to pay an amount due or fail to do so on time, calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree.

- f. If you fail to meet a payment obligation or other obligation or fail to do so on time, we have the right to temporarily suspend the obligations we have under our contract with you.
- g. Any communication pertaining to billing or reminders may take place via e-mail.

## Privacy and personal data

### 52. How do we process your personal data?

In order to provide our services, we need various personal data from you and from the drivers you have registered with us. We process those personal data according to the applicable privacy rules, including, among others, those set by the General Data Protection Regulation (GDPR) and the GDPR Implementation Act. In addition, we have a privacy and cookie policy for the registration and processing of personal data and for the use of our website. This policy is subject to change as warranted by relevant developments. The most current privacy and cookie policy can be found on our website.

### 53. What obligations do you have when it comes to your personal data?

You and the drivers you have registered with us each have their own user account. You guarantee that the personal data in your user accounts is accurate, complete and current. If these data change in any respect, you or the driver must update the data in your account immediately. This is especially true for the address, e-mail address, (mobile) phone number, driver's license details and payment details. If your details are demonstrably inaccurate (e.g., an incorrect email address or an outdated phone number), we have the right to temporarily suspend or deactivate your account.

### 54. Why do we record communications and how do we process recordings?

We sometimes record communications with you/a driver. We do this to get accurate records of reservations and other agreements, to improve the quality of our services or for training purposes. We process recordings of communications in accordance with our privacy and cookie policy.

## Our liability for damages

### 55. For which damages are we and are we not liable??

If you or a driver registered by you suffer/suffers any damage while using our services, we are only liable if the damage is the result of something we ourselves, or a party engaged by us, did or failed to do in performing those services. We are not liable for the actions or failure to act of other parties, such as municipalities, parking garages, damage repair and/or cleaning companies, other (previous) users of our cars, people who have parked their car incorrectly, or transportation companies that provide services mediated by us.

We are also - to the extent permitted by law - not liable for:

- a. indirect, special or consequential damages;
- b. trading loss;
- c. loss of income;
- d. loss of reputation or goodwill;
- e. loss of or damage to information or data, e.g. as a result of viruses or malware on Greenwheels' systems;
- f. damage to property or persons transported by our vehicles;
- g. damages suffered by you, a passenger, or a driver due to the intended use of our services.

Finally, we are not liable for the loss of items belonging to you, a driver or passengers in any of our cars.

If you are holding a party engaged by us to provide our services liable for damage, that party can invoke these Terms & Conditions against you (or another driver).

#### 56. How much do we pay if we are liable?

If, despite the foregoing, we are held liable for damage, that liability is limited to the amount paid out by our liability, plus the applicable deductible. If we are not insured for liability for a certain type of damage incurred, our total liability - as a result of one or more damage events - is limited to the total direct damage up to the amount of the invoices we sent you over the six calendar months preceding the first damage event.

These limitations of liability shall not apply if the damage is the result of intent or deliberate recklessness on the part of Greenwheels' senior management or Board of Directors. By senior management, we mean the highest-ranking personnel in charge of the various departments and business units of Greenwheels and who report to our Board.

#### 57. What if another person requests compensation?

If another person requests compensation for damages for which we are not liable, you shall indemnify us for that claim and we will not be obliged to pay said compensation. This includes claims by others relating to:

- a. a Greenwheels car reservation and the resulting reservation agreement;
- b. additional or replacement services provided by us;
- c. damage caused by a reserved car;
- d. damage caused while you or someone else using a Greenwheels car under your contract were/was using a reserved Greenwheels car, key (card or app) or fuel card.

## Disputes

#### 58. What happens if we get into a dispute?

In some cases, we may get into a dispute with you or a driver registered by you with regard to the use of our services. If this happens, we will try to resolve the issue amongst ourselves first. If that fails, we will submit the dispute to the competent court. Unless the law dictates otherwise, this will always be a judge in Rotterdam.

If you are a consumer of driver not acting in a professional capacity or on behalf of a company, you may also choose a competent judge in another district. You must inform us of your decision no later than one month after we have indicated our intention to submit the dispute to court.

The contract and the separate reservation agreements are governed exclusively by Dutch law.

## End of the contract

#### 59. When does our contract end?

We may enter into a contract for a definite or indefinite period of time. You enter into a contract for one month. After this month, the contract will be extended for another month until you terminate it.

An open-ended contract ends when you or we terminate it. You or we must then provide this notice in writing or via the app or website. This is subject to a thirty-day notice period.

If we announce an update to these Terms & Conditions and you terminate the contract within 30 days of said announcement, the

old Terms & Conditions will continue to apply until the end of the contract.

#### 60. Can we terminate the contract in the interim?

In certain cases, we may terminate the contract or an individual reservation agreement during the term of the contract or agreement, effective immediately. We must notify you of this in writing and may only do so if you or a driver registered by you:

- a. have/has failed to meet an obligation under the contract, reservation agreement or these Terms & Conditions;
- b. repeatedly have/has insufficient funds in your bank account, making direct debit impossible;
- c. are/is bankrupt, have/has filed for bankruptcy (or have/has bankruptcy filed for on your/their behalf), or are/is involved in a debt restructuring scheme or moratorium;
- d. at the time of your application or during the contract, provided incorrect information or withheld facts so that we could not reasonably be expected to continue the contract or reservation agreement;
- e. despite a written warning, continue/continues to violate the provisions of the contract, reservation agreement or Terms & Conditions or do/does not immediately remedy the actual consequences of these violations.

If we terminate the contract in the interim for any of these reasons, we will immediately block access to our cars, as well as undoing any future reservations. In addition, we have the following rights:

- a. We are entitled to immediate return of the car you or any driver are/is using at the time, including all accessories. If you do not return the car immediately, we may impound it at your expense.
- b. We are entitled to payment of the reservation fee until you have returned the car.
- c. We have the right to terminate the right to use the app and website for you and the drivers registered by you. In other words, we will block your user accounts.
- d. We can claim from you compensation for the damage we have suffered or will suffer.

## SECTION 3: GLOSSARY

#### 61. What does it all mean?

These Terms & Conditions contain a number of phrases that have a specific meaning in this context. These phrases mean the following:

- a. **App:** the Greenwheels application for mobile devices, available on the Google Playstore for Android devices and the App Store for Apple devices. App can also refer to third-party applications linked to the Greenwheels app or website or parts thereof.
- b. **Car:** a car that we provide or have provided in the public domain, intended for shared use. We determine the make, type, category and class of this car.
- c. **Driver:** a person whom you, the customer, have registered with us and who has our permission to use our cars on the basis of these Terms & Conditions. As a customer, you can be a driver yourself, but a driver can also be a person who you give the opportunity to use a Greenwheels car, such as an employee of your company or a family member. A driver may also be a customer of a third party using our services. We then process their personal data on behalf of that party, as a processor, so that third-party customers can use our cars. Agreements have been laid down about this in a processing agreement.

- d. **Services:** the services we provide to customers and drivers for a fee based on the contract, the reservation agreement and these Terms & Conditions. These services mainly consist of granting a right to use our website and app, and renting out cars.
- e. **You/your:** the person who has entered into an Agreement with us as a Customer.
- f. **Customer:** a natural person or legal entity that has an agreement with us to either use our services in return for payment itself and/or to have one or more specific drivers use our services.
- g. **Customer service:** the Greenwheels customer service department.
- h. **Location:** public place where the Greenwheels car is parked outside reservation periods.
- i. **Contract:** the contract between you and us, which provides for you to use our services in return for payment.
- j. **Reservation:** any request to use a Greenwheels car and/or any use of that car authorised by us, for a specified or indefinite period of time from a specified time and location.
- k. **Reservation agreement:** agreement between you and us for the reservation and use of a Greenwheels car. The use of the Greenwheels car upon payment of the applicable rate under the reservation agreement qualifies as a rental. The reservation agreement is established when we accept a reservation for a car, under the condition that the car is actually available. A separate reservation agreement will be established with each accepted reservation. The reservation agreement ends by operation of law upon termination of the reservation period.
- l. **Reservation period:** period for which you (or a driver) has/have reserved a Greenwheels car by making an accepted reservation. During the reservation period, you (or the driver) may use this car exclusively upon payment of the applicable rate. This period can be extended either by you or by us. If the reservation is not ended correctly, it will be automatically extended.
- m. **Rate(s):** the prices and charges we charge for our services, including plan fees, time charges, mileage charges, admin fees and deductibles. Rates are subject to change. We always publish our current rates on our website and/or app. If you purchase our services through another party, other rates may apply. These are then published through that other party's application (or some other medium).
- n. **Access Device:** means of access to reserve, unlock and use a Greenwheels car. This can be a chip card provided by us (e.g. the Greenwheels card), a chip card provided by another party (e.g. a public transport chip card) or a mobile application made available by us or by another party (e.g. the Greenwheels app or a third-party app).
- o. **Website:** the Greenwheels websites [www.greenwheels.nl](http://www.greenwheels.nl) and [www.greenwheels.com](http://www.greenwheels.com) and the pages on them.
- p. **We/our** Greenwheels.