

Rent-a-Bike van Dam Terms and Conditions for Riders

Rent-a-Bike van Dam., registered at the chamber of commerce (The Netherlands) under KVK-No.: 64941353, with its corporate seat at Landbouwplein 10, 2211GE, Noordwijkerhout, The Netherlands represented by its director: Mr Sam van Dam, e-mail: sam@rentabikevandam.nl, phone: (+31)252 251144 ("**Rent-a-Bike van Dam**" or "**us**") provides a digital platform, who has vehicles such as bicycles & ebikes ("**Vehicle(s)**") for rent (collectively "**the Services**"). The Services are available via Rent-a-Bike van Dam's mobile application ("**the App**").

By making use of the Services, the App or the Website, the Rider agrees to comply and be legally bound by these terms and conditions ("**T&Cs**").

Definitions

"Rider" means the person making the booking and uses a Vehicle for himself and/or a Co-Rider(s). A Rider can also be a member.

"Co-Rider" means the person who uses a Vehicle, which a Rider rented.

"Hub" or **"Drop-off Location"** means the geo-tagged location for Vehicles visible through the App, where the Vehicles are taken from and returned to.

1. Registration, hard- and software requirements

- Before making use of the Services, the Rider must create a profile and register via the App.
- The Rider shall ensure that the information provided to Rent-a-Bike van Dam is correct and is obliged to keep this information up to date.
- The minimum age to use the app and the vehicles is 12 years. To use an e-scooter in Germany, a minimum age of 16 years applies. In Denmark, children under 15 years old may only ride e-scooters, if they are accompanied by an adult over the age of 18 years old.
- The Rider needs a smartphone with an average hardware performance, which can access the internet and is capable of using Bluetooth and the satellite navigation systems GPS and/or Galileo.

The App needs as an operating system iOS from Apple Inc. or Android from Google Inc.

2. Contract-objective, payment, conclusion of the contract, options for correction, termination, relocation surcharge

Pay-As-You Go

- When the Rider just intends to rent a Vehicle, he has to choose the option "Reserve a bike".
- A booking may consist of one or more Vehicles and may be made for the Rider himself/herself and/or other Co-Riders
- The presentation of the clickable button "Select & Unlock Bike" is a legally binding offer from Rent-a-Bike van Dam to the Rider to rent the Vehicles he selected in accordance with these T&Cs and the prices shown in the App. By clicking the before mentioned button the Rider accepts this offer and the contract is concluded and the Rental starts immediately.
- The current Rental fee will be displayed via the App during the Rental.
- Upon Booking confirmation, Rent-a-Bike van Dam will reserve the payment of the amount equivalent to one day Rental of the rented Vehicle from the Rider's credit card. If the Rental exceeds one day (24 hours), Rent-a-Bike van Dam will reserve the payment for the next upcoming 24 hours' charges on the rented Vehicle(s) from the Rider's credit card. Upon the end of Rental, the Rider will be charged the actual price for the Rental from its credit card. Hereafter, Rent-a-Bike van Dam issues a payment receipt of the Rental to Rider's e-mail account.
- The Rider is entitled to cancel a booking at any time until the Vehicle is picked up and unlocked for the first time in a Rental. In that event, the payment for the rent of the Rider will be refunded in total and the reservation of the payment is canceled.
- The Rental ends, when the Rider returns the Vehicle(s) to a Drop-Off Location and pushes the button "Lock & End Ride" in the App, and completes the process until the end of the rental is confirmed in the App. All Bikes and eBikes must physically lock the vehicle as guided by the App.
- When the Rider locks the vehicle without being at a Drop-Off Location and does not come back to return it him/herself the Rider has to pay a relocation surcharge of :
 - 15 EUR (VAT included) if the Vehicle is within 5km of nearest

available Hub

– 50 EUR (VAT included) if the Vehicle is within 50 km of nearest available Hub

For additional distances, the Rider will be charged depending on the cost of the vehicle:

Membership

- The Rider can become a member by signing up to one of the subscription packages detailed on the website. As a member, the Rider can get discount fees and pay per monthly invoice.
- The membership contract shared through e-mail is a legally binding offer from Rent-a-Bike van Dam to the Rider to become a member in accordance with these T&Cs and the price shown in the order confirmation. By accepting the order confirmation the Rider accepts this offer and the contract is concluded and the membership starts immediately.
- The membership renews each month, has a minimum contract period of one month and can be terminated at any time on a monthly basis via e-mail.
- Upon termination, Rider will maintain access to membership until the end of the current period, however membership will not be renewed at the end of this period.
- Rent-a-Bike van Dam can terminate the membership monthly at any time via the App or by sending an e-mail to the Rider.
- The Rider has the right to revoke his declaration of intent regarding the membership. The cancellation policy will be shown during the order process.

General

- Before the Rider pushes the button “Select & Unlock Bike” s/he can cancel the respective booking process at any time by closing the App. The Rider can correct input errors on the booking form in the respective input field.
- Before the Rider unlocks a bike for the first time in any Rental, s/he can cancel the Rental through “Cancel Reservation” button in the App. If Rental is cancelled, the Rider will not be charged any amounts.

- Rent-a-Bike van Dam accepts only the means of payment shown in the App.
- The prices are shown in the App. The total price each includes the respective applicable statutory VAT and other price components.
- The Rider is fully responsible for his Vehicle and for the Vehicle used by a Co-Rider.
- The right to extraordinary termination remains unaffected.

3.Use of the Vehicles

- The minimum age to use the app and the vehicles is 12 years. To use an e-scooter in Germany, a minimum age of 16 years applies. In Denmark, children under 15 years old may only ride e-scooters, if they are accompanied by an adult over the age of 18 years old.
- The Rider shall ensure that the Co-Riders are aware of and comply with these T&Cs as well as applicable national legislation on rules for bicycle riding in traffic.
- The Vehicle is intended for a maximum weight of 100 kg. Usage outside these ranges may increase risks of accidents or inconvenience. It is not allowed to be two persons on the same Vehicle.
- On the Website (<https://hello-bike.net/faq/>), the Rider can access recommendations on how to check the condition of a Vehicle at the beginning of the Rental, and how to park the Vehicle after use to end the Rental. The Rider can also find information of the Vehicles' seat heights.
- A Rider and Co-Rider is at all times obligated to use the Vehicle in an appropriate, legitimate and justifiable fashion.
- When the Rider finishes the Rental, the Rider shall ensure for himself and for the Co-Rider:
 - correctly locking the Vehicle at a Hub. Detailed instructions for locking the Vehicle are described in the App. These instructions are prompted by the Rider by pressing the "Lock & End Ride" button in the App;
 - parking the Vehicle in a legitimate appropriate manner in the correct and dedicated Hub as displayed in the App. The App will confirm, if the Vehicle is parked correctly in the Hub. If a Vehicle is not returned and parked accordingly, the Rider must pay the applicable relocation surcharge;

- to click “End Rental” in the App for his Vehicle and for the Vehicle used by a Co-Rider.

4. Defects and damages on the Vehicle

- Prior to the pickup by unlocking the vehicle, the Rider shall examine the Vehicle to identify any visible defects or damages, including – but not limited to – tires and lights, and brakes, seat, handlebar as applicable. If the Rider encounters a defect or damage, which makes the Vehicle unsafe to use, then he has to cancel the Rent by pressing “cancel Rent” in the App. The Rider will not be charged any fees for the defect or damage.
- The Rider and Co-Rider may never use a Vehicle, which is unsafe to use (e.g. because of a damage or defect).

5. Liability of the Rider

- The Rider shall be liable for damages resulting from the theft of or damage to his Vehicle and to the Vehicle of the Co-Rider during the Rental period.
- The Rider has to end the Rental for himself and for the Co-Riders. A Rental that has not been ended correctly will automatically extend and the Rider will be charged accordingly with the applicable relocation surcharge, if the conditions are met.
- If the end of the Rental is not completed, and the Rider cannot be charged for the ongoing Rental, Rent-a-Bike van Dam will notify the Rider in order to return the Vehicle. The Rider has to respond within 48 hours otherwise the rented Vehicle will – unless found and relocated – be regarded as lost or stolen and the Rider is liable hereof as described below.

Missing Vehicle

Liability in case of theft / disappearance – no agreed limitation

- If the Rider has not locked the vehicle with the Axa E-lock in the case of disappearance, the Rider will be notified of the claim of disappearance or theft and given 48 hours to respond. If the Rider

does not respond the rented Vehicle will – unless found and relocated – be regarded as lost or stolen and the Rider is liable hereof. When the Vehicle has been missing for 7 days, Rent-a-Bike van Dam has the right to charge the Rider directly on its payment card the following amounts in order to compensate Rent-a-Bike van Dam:

- Bike: Day value of the Vehicle
- eBike: Day value of the Vehicle
- If a Rider is charged due to a missing Vehicle as described, and later the Vehicle is recovered, Rent-a-Bike van Dam will refund the Rider with 60% of the amount if the Vehicle is recovered within 60 days after reported missing, and 30% of the amount if the Vehicle is recovered within 90 days after reported missing. If the Vehicle is recovered after more than 90 days after the Vehicle is reported missing, Rider will not be refunded.
- The Rider is expressly permitted to prove that a financial harm or impairment did not occur at all or the financial harm or impairment is significantly lower than the aforementioned lump sums.
- When Rent-a-Bike van Dam can confirm that the vehicles were locked when stolen The Rider will not be hold accountable for the missing of the vehicle and therefore will not be charged any additional fees.

6. Termination

- If the Rider culpably breaches the T&Cs, Rent-a-Bike van Dam is entitled to terminate the use of the Services, the App and the Website and deactivate and cancel the account. In case of a minor infringement, Rent-a-Bike van Dam will notify the Rider so he can stop the infringement. If he does not stop the infringement, Rent-a-Bike van Dam will terminate the Services, the App and the Website and deactivate and cancel the account immediately.
- In case of such termination, the Rider is not entitled to demand reimbursement for the paid Rental or membership fee.
- The right to extraordinary termination remains unaffected.

7. Limitation of liability Rent-a-Bike van Dam

- Rent-a-Bike van Dam is liable for damage – except in the case of a breach of fundamental contractual obligations – in the event of injury to life, body or health or in the event of claims arising from product liability law or a guarantee assurance – only if this has been caused by X-Bike in a willful or grossly negligent manner. Fundamental contractual obligations are those whose fulfilment are necessary to attain the contractual purpose and in whose compliance the customer may regularly trust (cardinal obligations).
- If fundamental contractual obligations are breached, Rent-a-Bike van Dam is only liable for foreseeable damage typical of such contracts, if this has been caused through sheer negligence.
- The aforementioned exclusions or limitations of liability apply accordingly for claims against companies affiliated with Rent-a-Bike van Dam, legal representatives and other employees of Rent-a-Bike van Dan and its vicarious agents.

8. Miscellaneous, change reserve, language of contract, place of jurisdiction

- This contract is governed by Dutch law under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The statutory regulations regarding the restriction of the choice of law and the applicability of mandatory regulations, in particular of the country in which the Rider, as the consumer, has his/her habitual domicile remain unaffected.
- If the Rider is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between Rent-a-Bike van Dam and the Rider.
- The language of contract is English.
- We do not store these terms of use and the general terms and conditions. However, the respective applicable terms and conditions can be accessed by the Rider via the Website, under “General Terms and Conditions”.
- Rent-a-Bike van Dam reserves its rights to change the T&Cs, prices and the services (“**conditions**”). Changes of the conditions will be offered to the Rider in text form at least 6 weeks before they take effect. The Rider can accept or deny the updated conditions in the aforementioned timeframe. The Rider’s consent shall be deemed to be given, when he does not notify Rent-a-Bike van Dam about his

denial in the aforementioned timeframe. After the offer the Rider has the right to cancel the contract at any time and free of cost in the aforementioned timeframe. Rent-a-Bike van Dam will inform the Rider about his aforementioned rights in the offer.

Feedback

- In case of feedback, requests or if you are not satisfied with the services, please contact our customer support, at +31 252 25 11 44 or info@rentabikevandam.nl