

# FELYX

## GENERAL TERMS AND CONDITIONS

### Valid from 9<sup>th</sup> of July 2020

#### §1 Subject

- (1) Felyx Sharing B.V., a private limited liability company incorporated under Dutch law [*besloten vennootschap met beperkte aansprakelijkheid*], having its registered office in Amsterdam, The Netherlands, and its place of business at Pilotenstraat 37 in (NL-1059 CH) Amsterdam, registered in the Trade Register under number 68094434 (“**Felyx**”). Felyx operates a shared electric scooter concept. Registered Customers can rent Felyx e-scooters within the Service Area (as defined below) via the Felyx App (as defined below) when these are available. Felyx cannot guarantee that Felyx e-scooters will be available for use by the Customer.
- (2) These General Terms and Conditions (“**GTC**”) may also apply to group companies of Felyx or any other company if these GTC are declared applicable by one of such entities. These GTC apply to the registration of a Customer (“**Framework Agreement**” and/or “**Felyx Account**”) and the renting of Felyx e-scooters (a separate “**Rental Agreement**” under the Framework Agreement and any prior temporary reservation of a Felyx e-scooter (“**Reservation**”). The Framework Agreement, Reservation, Rental Agreement, and GTC are referred to jointly hereinafter as the “**Agreement**”.
- (3) The Framework Agreement between a Customer (as defined below) and Felyx shall be concluded as soon as the Customer’s details (name, surname, address, e-mail, date of birth, and mobile phone number) have been entered into the Felyx App, the registration process has been completed and the Customer has agreed to the present GTC and the rates. The Customer can view, save, and print the GTC at any time from the <https://felyx.com/en/brussels/termsandconditions> website. Registration is without obligation and does not entail an obligation to rent an e-scooter. When a framework agreement is concluded, neither Felyx nor the customer is obliged to conclude separate rental agreements. Neither Felyx nor the Customer is obliged to conclude separate Rental Agreements when the Framework Agreement is concluded. At the time of Reservation and conclusion of the Rental Agreement, the current rates and fees apply. These can be viewed both in the rates list and on the website <https://felyx.com/en/brussels/> (“**Website**”), and, if desired, saved and printed out.
- (4) If Felyx has reason to believe that a Customer is not behaving, or will not behave, in accordance with the Agreement, Felyx shall be entitled to refuse or cancel such Customer’s registration or to terminate the Framework Agreement. A Customer is not permitted to register more than once.
- (5) Felyx reserves the right to make alterations to the GTC and the rates list. Customers will be notified of any changes as soon as possible by means of a message by e-mail, an announcement on the Website, and/or via the Felyx App. When announcing changes, Felyx will refer explicitly to the above provision. Whether or not any objection is raised in good time shall be based on the date of dispatch of said objection.

#### §2 Definitions

- (1) The “**Felyx App**” serves as a means of access for reserving and renting Felyx e-scooters, in so far as such is technically possible at the locations within the Service Area (as defined below) where a Felyx e-scooter is located. More detailed information regarding the (technical) availability and the various functions of the Felyx App at the various locations can be found on the Website. Felyx e-scooters can only be rented via the official Felyx App.
- (2) The “**Service Area**” means the area within which a Felyx e-scooter can be rented and checked out. Said Service Area is clearly displayed both on the Website and in the Felyx App. It is not possible to check out a Felyx e-scooter if the Customer is outside the Service Area. A Customer who attempts to do so will receive a notification via the Felyx App. NB: at present, the rental of a Felyx e-scooter can only be terminated when the Felyx e-scooter is located within the Service Area of a town/city in which the Felyx e-scooter has been rented. This means, for example, that if a Felyx e-scooter has been rented in Brussels, the rental can only be terminated within the Brussels Service Area. If the Customer nevertheless parks the scooter outside the Service Area, the rental agreement will continue. After 8 hours, the rental agreement will be automatically terminated and Felyx will charge the customer for the costs to collect and return the e-scooter within the Service Area. The rates are included in the rates list.
- (3) “**Customer**” means a natural person, entity, or company (with the latter two being referred to jointly hereinafter as “**Commercial Customers**”) that has entered into a Framework Agreement with Felyx. When a framework agreement has been concluded, the customer has a Felyx account. The customer is obliged to provide the information truthfully and it is not allowed to create a Felyx account under the name of a third person or with the driver’s license of a third person. The Felyx account is personal and may not be made available or transferred to a third party. The rented e-scooter may also not be made available to third parties.

To create a felyx account, the customer must demonstrably own a valid driver’s license. European driving licences from within the European Union (EU), and/or the European Economic Area (EEA) and Switzerland are accepted as “**Valid Driving Licences**”. Non-EU/EEA/Swiss driving licences are only accepted together with an international driving permit or a certified translation of a national driving licence. In the case of non-Belgian driving licences, Felyx may request the holder concerned to visit the Felyx office in person in order to have the driving licence verified before the (prospective) Customer can reserve or rent a Felyx e-scooter.

#### §3 Felyx Account (Felyx App)

- (1) The means of access for reserving or renting Felyx e-scooters is the Felyx App, which requires logging in to the account created by the Customer (the "Felyx Account").
- (2) In order to be able to use the Felyx App, the Customer must have a mobile phone or tablet that meets the technical requirements for the Felyx App. When it is downloaded, the Felyx App automatically checks whether the mobile phone or tablet meets said requirements. Felyx does not guarantee compatibility. Responsibility for the use of mobile data communication lies with the Customer and any costs charged by his/her provider for mobile data communication shall be borne by the Customer.
- (3) Reading, copying, or manipulating the Felyx App or the access to it using IT methods is prohibited. Such a breach or attempted breach shall lead principally to exclusion from the Felyx Account and/or the Felyx App, with all loss/harm resulting from the breach being at the Customer's expense.
- (4) The Customer is obliged to report any irregularities concerning the Felyx Account or the Felyx App to Felyx immediately (via the Website, the Felyx App, e-mail, or by phoning the customer service department), so that Felyx can take appropriate measures and prevent misuse. The Customer will be notified by e-mail of the measures taken.
- (5) During the registration process, the Customer will create a password that gives him/her access to confidential information and functions on the Website and in the Felyx App and account (for example reserving and renting Felyx e-scooters, reviewing invoices, reviewing and modifying personal data/company data. The GTC, GTCMVI, and rental rates are also available). The Customer undertakes to keep the password strictly confidential and not accessible to third parties. The Customer's password may under no circumstances be indicated or saved on a means of access or its carrier material, or otherwise saved in the vicinity of the means of access. The Customer must immediately change the password if there is reason to believe that a third party has become aware of it or if the Customer is requested to do so by Felyx.
- (6) The Customer is liable, to the extent possible under mandatory law, for all loss/harm caused by the loss of the means of access, in particular when theft, damage, or misuse of Felyx e-scooters has been made possible as a result.

#### **§4 Reservation and Conclusion of Individual Rental Agreements**

- (1) Customers can if they wish reserve and rent a Felyx e-scooter from Felyx. Only Felyx e-scooters can be used that are available for the Customer at that time, have not been reserved, are not being used by other Customers, are not being serviced, or are not otherwise unavailable.
- (2) A Felyx e-scooter can currently be reserved a maximum of fifteen (15) minutes prior to conclusion of a Rental Agreement free of charge. Felyx reserves the right to alter the maximum reservation time. After the end of said period, the Reservation will expire and the Felyx e-scooter can be reserved by another Customer. The Reservation can be made via the Felyx App. The customer has the option to extend the reservation. A rate according to the rates list will be charged Felyx is entitled to refuse a Reservation if the specific Felyx e-scooter is unavailable. In some cases, a lack of precision in the GPS signal may lead to deviations from the actual location. Felyx does not accept any liability in that regard.
- (3) The Rental Agreement for the rental of a Felyx e-scooter is concluded as soon as the Customer starts the rental via his/her Felyx Account in the Felyx App. The Customer is obliged to check the Felyx e-scooter for visible defects, damage, serious soiling, and other abnormalities before driving it, and to immediately notify Felyx of such via the Felyx App or by phone. In the absence of such notification, the Customer shall be deemed to have received the Felyx e-scooter in undamaged condition. In order to be able to attribute the damage to the party that caused it, said notification must be made before starting the engine of the Felyx e-scooter. The Customer is obliged to report the relevant information completely and truthfully. Felyx is entitled to prohibit the use of a Felyx e-scooter if Felyx deems such to be necessary (for example if safety while driving it appears to be compromised). Felyx will not refuse the use of a Felyx e-scooter on unreasonable grounds.
- (4) Felyx is entitled to call the Customer at the mobile phone number provided with the personal data if Felyx deems such to be necessary (for example in the event of irregularities and/or suspicions of incorrect use/misuse/theft). Felyx is entitled to prevent use/further use of the Felyx e-scooter or to deactivate the Felyx Account and/or to terminate the Framework Agreement if there is reason to suspect that there has been a breach of the Agreement.
- (5) The term of a Rental Agreement commences with the conclusion of a Rental Agreement and ends when the Customer has terminated the Rental Agreement in accordance with §15 or when Felyx unilaterally terminates the Rental Agreement in accordance with the present Terms and Conditions.
- (6) The maximum term of a Rental Agreement is forty-eight (48) hours. Felyx reserves the right to unilaterally terminate a Rental Agreement at any time for reasons of its own, including but not limited to the (driving) behaviour of the Customer concerned.
- (7) Felyx is entitled, in consultation with the Customer, to take back a Felyx e-scooter at any time and replace it with a comparable Felyx e-scooter.
- (8) Felyx is not responsible or liable in respect of limitations or inaccuracies of the Felyx App, including but not limited to mobile data communication, network overload and/or maintenance, software updates, or improvements to the Felyx App and/or the Website.

#### **§5 Authorisation to Drive, Verification of Driving Licence**

- (1) Only those natural persons are authorised to use Felyx e-scooters who:
  - a) are at least eighteen (18) years of age and hold a valid driving licence for driving a passenger car (Dutch "B" driving licence) or a moped (Dutch "AM" driving licence) or the equivalent hereof;
  - b) are at all times carrying their valid driving licence when using a Felyx e-scooter and comply with any conditions and restrictions to which it is subject;
  - c) have an active Felyx Account in accordance with §5.3. This must also be the case if the person concerned

is using the Felyx e-scooter in the context of third-party invoicing (see §7) for the account of a Commercial Customer or other Customers.

- (2) In order to activate the Felyx Account, Customers who are natural persons must identify themselves with their driving licence and the correct identification documents via a digital verification process. Alternatively, where applicable, they may verify their driving licence in accordance with the instructions by visiting Felyx's premises.
- (3) During the period when a Felyx Account is active, Felyx may, for reasons of its own, require a Customer to go through the online verification process again in accordance with the instructions applicable at the time. Felyx also reserves the right, for reasons of its own, to request the Customer, at any time, to go to a verification site in order to present his/her valid driving licence to Felyx for a driving licence check. Felyx may block the Customer's Felyx Account if the Customer fails to comply with said request.
- (4) The authorisation to drive the Felyx e-scooter shall expire with immediate effect upon revocation or loss of the driving licence for the period of such revocation or loss, and also upon expiry of the driving licence. The Customer is obliged to notify Felyx immediately if there are circumstances as a result of which he/she can or may no longer utilise a two-wheeled vehicle on the public highway (for example revocation of or restrictions on his/her authorisation to drive, a driving ban taking effect, or the temporary seizure or temporary suspension of his/her driving licence. The above also means that the Customer's authorisation to drive expires with immediate effect.). In such circumstances the Customer is not permitted to conclude a Rental Agreement and to use and/or drive a Felyx e-scooter on the public roads. If one of these situations occurs, authorisation to drive the Felyx e-scooter will be immediately terminated or suspended.
- (5) In the event of a valid reason (for example the suspicion of fraud), Felyx may prohibit the use of the e-scooter (for example by remotely deactivating the parked vehicle).

## **§6 Use of Felyx Account**

- (1) Prior to making a Reservation, entering into a Rental Agreement, and subsequently using a Felyx e-scooter, the Customer must have selected a payment method in the Felyx App or on the Website and provided the corresponding details.
- (2) In the standard payment profile, the account holder/credit card holder must correspond to the Customer. The Customer is responsible for keeping the personal data in the Felyx Account that he/she has provided to Felyx up to date. This applies primarily to his/her address, e-mail address, mobile phone number, driving licence details, and bank account or credit card details. If said data is demonstrably not up to date (for example notification by e-mail is not possible or the mobile phone number is out of date), Felyx reserves the right to suspend the Customer's Felyx Account for a period to be determined and to limit its use, until the data has been updated.
- (3) Apart from in the case of third-party invoicing (§7), all Customers are strictly prohibited from offering third parties the opportunity to use Felyx e-scooters via its reservations. In other words: it is not allowed to have the Felyx account used by a third party or to have the rented scooter used by a third party. The customer is fully responsible and liable for such use by a third party. The Customer is not permitted to provide access to the Felyx App and his/her Felyx Account and account details (username and password) to a third party. The above also applies if the third party is itself a Customer. The customer is obliged to pay a contractual penalty according to the price list for any violation found, without prejudice to Felyx's right to claim full compensation instead. In the latter case, the contractual penalty will be deducted from such damage.

## **§7 Third-party Invoicing**

- (1) If a Customer utilises the payment details of another party (entity, company, or individual) for registration and/or in Rental Agreements, such Customer must have obtained the prior consent of the party whose payment details have been provided.
- (2) Felyx is entitled, but not obliged, to directly contact the party whose payment details have been provided by the Customer in order to verify whether the Customer has actually obtained the required consent. If it is suspected that consent has not been obtained, Felyx will be entitled to immediately deactivate the Felyx Account concerned.
- (3) If it becomes apparent that the Customer has not obtained consent for third-party invoicing and, as a result, Felyx is left with unpaid claims for the rental of the Felyx e-scooter, the Customer must pay the outstanding claim at his/her own expense and the Customer will be liable for any loss/harm incurred by Felyx.
- (4) If Felyx has verified with the party whose payment details have been provided by the Customer that consent for third-party invoicing has in fact been given, said other party, in addition to the Customer, shall be jointly and severally responsible and liable for all of the Customer's obligations vis-à-vis Felyx arising from the Agreement.

## **§8 Assignment, Direct Debit, and Pre-Notification**

- (1) Felyx reserves the right to assign its claims pursuant to the contractual relationship. The Customer will be notified of such assignment in the relevant invoice. In such case, the Customer can fulfil the payment obligation against full discharge only vis-à-vis the assignee, with Felyx remaining responsible for general enquiries from Customers, complaints, etc.
- (2) The Customer irrevocably authorises Felyx – or in the case of the assignment of claims (§ 8.1), the assignee – to debit the fees and damages to be paid (up to the amount of the contractually agreed deductible ("own risk amount")) in connection with the individual Rental Agreement(s) by debiting the Customer's credit card or another method of payment specified in the Felyx Account. In such case, Felyx will send the data required for performing the assignment of claims to the assignee, which may not process or utilise said data for any other purpose. If a Customer has submitted a direct debit authorisation to Felyx, such direct debit can be cancelled via Felyx's customer service department.

- (3) Felyx – or in the case of the assignment of the claim (§ 8.1), the assignee – will give the Customer at least two (2) days' notice of such debits.

#### **§9 Rates, Arrears of Payment, Free Minutes, Credit Balance**

- (1) The Customer agrees to pay the rent instalments and fees due at the rate applicable at the time of commencement of the Rental Agreement. All rates and fees are listed in the applicable rates list as amended from time to time, and are also visible in the Felyx App when concluding a Rental Agreement. These are the final rates including the VAT applicable at that time. Payment is due upon expiry of the Rental Agreement.
- (2) A Customer can pay the rental costs from (a) his/her driving credit/free minutes; (b) by direct debit or by credit card (as referred to in §8.2); or (c) in arrears via payment of the invoice issued by Felyx. The Customer is obliged to pay an invoice for the rental costs within fourteen (14) days of the date of the invoice. If the Customer has authorised Felyx in his/her Felyx account to collect the rental costs by means of direct debit, the Customer must ensure that there is a sufficient balance in his/her bank account. In the event of an unsuccessful direct debit operation, the reversal of a direct debit, or the late payment of an invoice (for whatever reason), Felyx will be permitted to block the Felyx Account until full payment of the outstanding amount has been made.
- (3) No rental or fee will be charged to the Customer if the Felyx e-scooter is not ready to drive but was nevertheless designated as "free".
- (4) Driving credit may be acquired in the form of free minutes or credit in euros; free minutes or credit in euros may also be provided in the framework of promotional activities. A credit balance, in the form of free minutes or euros, can only be used for payment of rent instalments. Free minutes and euro credits expire after the term communicated in the app (see: account/promocodes). The expiration period can differ between free minutes or euro credits (on the understanding that the free minutes or euro credits acquired or purchased first will be used first).
- (5) If a Customer receives a credit balance, this will be credited to his/her Felyx Account within five (5) working days. Credits and free minutes can only be credited to the individual payment profile of the Customer (i.e. a specific user).
- (6) If the Customer does not have any credits or free minutes in his/her Felyx Account – or the use exceeds the existing credits or free minutes – then the Customer's standard payment method will be used for the rent instalments that are due. The Customer can check the current status of his/her free minutes or credits at any time via the Felyx App.
- (7) Payments by individual Customers will be made according to the chosen payment method. The Customer is obliged to ensure that his/her selected payment method provides sufficient coverage. If the amount debited is recovered by the bank, the Customer must reimburse Felyx for the associated costs and pay Felyx any penalty in accordance with the rates list applicable at the time. Felyx reserves the right to refuse a method of payment chosen by the Customer.

#### **§10 General Obligations of the Customer, Prohibitions**

- (1) The Customer is obliged:
  - a) to use the Felyx e-scooter with care and in particular to comply with the manufacturer's instructions for use (see the Website), the official rules of the road, and the prescribed maximum RPMs and speeds;
  - b) To end the rental period and to properly place the e-scooter within the Service Area in the same condition as when he received the e-scooter. The e-scooter must also be clean;
  - c) to immediately report any damage to the Felyx e-scooter and/or (serious) soiling to the customer service department;
  - d) to lock the Felyx e-scooter at the end (or temporary end) of use via the Felyx App;
  - e) to ensure that the Felyx e-scooter is used only in roadworthy and operationally safe condition;
  - f) to comply with all statutory obligations in connection with the use of the Felyx e-scooter, in particular on the basis of the applicable traffic legislation;
  - g) to provide all requested cooperation to obtain compensation from third parties or as a defense against claims from third parties, and to complete and sign a European Damage Form in full;
  - h) In the event of accidents, damage or loss of the e-scooter, the customer is also obliged to report to the local police, to submit a fully completed and signed European claim form to Felyx as soon as possible and not to acknowledge any guilt in any way;
  - i) when the authorities (such as the police) ask Felyx to provide information about the person who has driven or used the e-scooter, the customer must answer Felyx's questions as soon as possible; and
  - j) to stop immediately if a warning light on the dashboard display is illuminated, and to contact the customer service department to determine whether the journey can be continued.
- (2) The Customer is prohibited, among other things, from the following (this is not an exhaustive list):
  - a) to drive the Felyx e-scooter if the actual driver has not yet reached the statutory age for driving a moped, is not in possession of a valid statutory moped certificate or driving licence allowing him/her to drive a Felyx e-scooter, or if the actual driver is not authorised to drive a motor vehicle pursuant to legislation or an irrevocable judicial ruling, or if his/her authorisation to drive a motor vehicle is prevented in some other manner;
  - b) to drive the Felyx e-scooter while under the influence of alcohol, drugs, or medication that may affect the ability to drive. A strict ban on alcohol applies and thus a maximum blood alcohol content of 0.0‰;
  - c) to use the Felyx e-scooter for cross-country drives, motorsport events or any form of racing, whether or not on public roads or on race tracks, circuits and the like, or to practise for doing so, or to participate in speed driving or competitions, regularity driving, or agility driving or competitions;
  - d) to use or park the Felyx e-scooter on unpaved roads or private property or other areas for which the e-

- scooter is not suitable;
  - e) to rent out the Felyx e-scooter;
  - f) to use the Felyx e-scooter for vehicle testing, driving lessons, or commercial passenger transport;
  - g) to use the Felyx e-scooter to convey highly inflammable, toxic, or otherwise dangerous substances in so far as these significantly exceed normal household quantities;
  - h) to convey objects or substances with the Felyx e-scooter which, due to their nature, size, shape or weight, compromise driving safety or may damage the Felyx e-scooter;
  - i) to use the Felyx e-scooter for courier services or other commercial transport;
  - j) to use the Felyx e-scooter for committing offences or crimes;
  - k) to allow the Felyx e-scooter to become soiled;
  - l) to convey more passengers than the number permitted by the registration certificate;
  - m) to carry out repairs or modifications to the Felyx e-scooter him/herself, or to permit such to be carried out;
  - n) to convey persons who have not yet reached the age of twelve (12); and
  - o) to take the Felyx e-scooter outside Belgium.
- (3) Use of the smartphone holder and/or USB port on the Felyx e-scooter is at the Customer's own risk.

### §11 Procedure in the event of Accidents, Damage, Defects, and Repairs

- (1) The Customer must immediately report any accident, damage, or defect that occurs while using the Felyx scooter to Felyx's customer service department. The same applies to any damage or defects that the Felyx scooter already displays when the Rental Agreement commences (see § 4.3).
- (2) The Customer must ensure that all accidents involving a Felyx e-scooter are reported to and registered by the police. If the police refuse to record the details of an accident, the Customer must immediately report this to Felyx's customer service department by phone and provide proof of such. In such eventuality, the Customer must discuss the further procedure with the customer service department and follow its instructions. This applies regardless of whether the accident was caused by the Customer or by a third party. The Customer may only leave the site of the accident after:
  - a) the police have completed acquisition of the details of the accident (or, if this is not possible, after notifying Felyx's customer service department in accordance with § 11.2); and
  - b) Felyx has been consulted and any evidence-protection and damage-reduction measures have been taken; and
  - c) the Felyx e-scooter has been transferred to a recovery company, or has otherwise been securely parked or moved by the Customer after arrangement with Felyx.
- (3) In the event of an accident involving a Felyx e-scooter, the Customer may not accept any liability or issue any similar statement. If the Customer nevertheless makes a statement accepting liability, such shall apply solely to the Customer personally. Neither Felyx nor its insurers shall be bound by such statement or undertaking.
- (4) Regardless of whether an accident has been caused by the Customer him/herself or by a third party, a claim form will be made available to the Customer after the accident has been reported. The Customer must fill in said claim form in full and return it to Felyx within seven (7) days. If Felyx has not received the written damage report within said period, the accident cannot be dealt with by the insurance company. Felyx reserves the right in such case to charge the Customer for all costs related to the accident and damage to persons, objects, or vehicles. Because Felyx wants to avoid charging these costs as much as possible, it can pass on the customer's contact details to its insurance company, which will make another attempt to receive the claim form.
- (5) Damages in connection with damage to the Felyx e-scooter shall in all cases accrue to Felyx. If such damages/payments have been paid to the Customer, the Customer must notify Felyx immediately and pay said damages/payments to Felyx, without having received a request to do so.
- (6) At the request of Felyx, the Customer shall at all times communicate the exact location of the Felyx e-scooter and allow inspection of the vehicle.

### §12 Insurance Cover

- (1) Felyx provides third-party liability insurance [*WA-verzekering*] in respect of loss/harm resulting from use of a Felyx e-scooter by a Customer. All Felyx e-scooters are covered by such third-party liability insurance (see the Website for the policy conditions). As of 11 June 2019, the cover will be applicable for use within Belgium. Within the cover of said insurance, loss/harm caused by the Felyx e-scooter to third parties is insured, apart from a deductible ("own risk amount") of EUR 500, which will be increased with EUR 150 in case the Customer aged less than 23 years. The Customer is him/herself liable for said deductible, for liability beyond the extent of the insurance cover, and for damage to the Felyx e-scooter itself. It is only a Customer who has rented the Felyx e-scooter on his/her own Felyx Account who can claim cover under the insurance. The Customer must be able to provide Felyx with a police record of the official report of the accident or a comparable entry, as well as with a fully and truthfully completed accident form. Said documents can be requested by Felyx from the Customer by phone at any time. The Customer must ensure that he or she takes all measures that are useful and conducive to establishing the liability of the parties involved and the recovery of damages. Among other things, the Customer can be required not to leave the scene of the accident and to answer questions from the police and/or Felyx fully and truthfully.
- (2) In case the loss/harm was caused by a deliberate act or omission [*opzet*] or gross negligence [*grove schuld*] on the part of the Customer, and the insurer has paid under the insurance cover, the insurer can (or will) reclaim these amounts/damages directly from the Customer. Gross negligence includes driving in a state of intoxication or a similar state resulting from the consumption of products other than alcoholic beverages. Furthermore, no cover will be provided if the Felyx e-scooter has been used as a result of an abuse of trust, deception, or misappropriation. In such case, the Customer will be liable vis-à-vis Felyx.

### §13 Liability on the part of Felyx

- (1) In so far as permitted under mandatory (consumer) law, Felyx is not liable vis-à-vis the Customer, except in the case of a deliberate act or omission or deliberate recklessness [*bewuste roekeloosheid*] on the part of Felyx's management board and executives.
- (2) To the extent that Felyx is liable vis-à-vis a Customer, such liability – in so far as permitted under mandatory (consumer) law – shall be limited in a given case to the amount that the insurer pays out to Felyx under the insurance policy.
- (3) Felyx shall not be liable for any loss of, or damage to, any item that the Customer stores, transports, or inadvertently leaves behind in or on the Felyx e-scooter.

### §14 Liability on the Part of the Customer, Fines, Exclusion from Use

- (1) The Customer shall be liable vis-à-vis Felyx for all direct and indirect loss/harm that he or she has inflicted or caused or that arose during the time when the Customer had the Felyx e-scooter in his/her possession pursuant to a Rental Agreement. This includes – without this being an exhaustive list – theft of, damage to, or loss of the Felyx e-scooter and/or accessories and/or loss/harm to third parties or third-party vehicles. In other words, the Customer is liable for all loss/harm sustained by Felyx as a result of any event occurring during the Rental Period of the Felyx e-scooter as well as for loss/harm in any way related to the rental of the Felyx e-scooter. In the event of the Customer being liable without insurance cover, the Customer indemnifies Felyx in respect of all claims asserted by third parties.
- (2) In the event of an accident due to the Customer's own fault, his/her liability shall also extend to additional loss/harm, such as expert's fees, recovery costs, depreciation, rental periods foregone, a lower insurance premium discount, and administration costs.
- (3) The Customer shall be liable to Felyx and will be charged for the consequences of traffic violations, administrative violations, crimes, and/or other contraventions of statutory provisions perpetrated with Felyx e-scooters. The Customer shall pay any penalties and costs arising therefrom and indemnifies Felyx in full in respect of any claims asserted by third parties. For the processing of traffic violations (warnings, costs, fines, etc.), the Customer must also pay a processing fee to Felyx for each event. The amount of said processing fee is specified in the applicable list of rates.
- (4) If the Customer causes an accident outside the Service Area or ends the rental outside the Service Area (or ends over time), he/she shall bear the costs arising from returning the Felyx e-scooter to the Service Area after it has been repaired.
- (5) The Customer is responsible for terminating a journey within the Service Area. If the Customer drives the Felyx e-scooter until it is "empty" (i.e. no longer has any battery capacity) and at that point is outside the Service Area, the Customer must immediately notify Felyx to that effect by phoning the customer service department. Felyx will then transport the Felyx e-scooter to the Service Area as soon as possible. The Customer will be required to pay a fee to Felyx for this in accordance with the applicable list of rates.
- (6) Felyx shall be entitled to claim damages in accordance with the rates list if the Customer allows a person who is not authorised to drive (see §10) to use the Felyx e-scooter, without prejudice to Felyx's right to claim full compensation.
- (7) In the event of a breach of the Agreement (including a failure to pay) the rental period, reservations or GTC, Felyx may suspend or deactivate the Felyx Account in question with immediate effect, either temporarily or permanently. The Customer will be notified of such exclusion by e-mail.

### §15 Termination of Rental

- (1) A Customer who wishes to terminate the Rental Agreement must
  - a) park the Felyx e-scooter properly and in accordance with the traffic regulations in a public parking space where no payment is required;
  - b) not park the Felyx e-scooter on private or business property (for example car parks, back yards). This prohibition also applies to car parks intended for customers of shopping centres, supermarkets, restaurants, etc. The Felyx e-scooter must be accessible to anyone at all times.
- (2) The Rental Agreement can only be terminated:
  - a) when the Felyx e-scooter is located within the Service Area. The boundaries of the Service Area can be viewed online in the Felyx App or via the Website. The Service Area displayed, as visible online in the Felyx App, is only an indication. No rights can be derived from how it is displayed;
  - b) if a mobile phone/data connection can be obtained at the location of the Felyx e-scooter. If that is not the case, the Customer must park the e-scooter somewhere else.
- (3) Termination of the Rental Agreement will be processed when the Customer terminates the rental process via the Felyx Account in the Felyx App. The Rental Agreement will be terminated when the Felyx e-scooter has confirmed the end of the Rental Agreement by activating the central locking system. If the Customer leaves the Felyx e-scooter before the Rental Agreement has been terminated, the Rental Agreement, together with all the associated obligations for the Customer, will continue unabated. **After a certain period, the rental period can be terminated by Felyx and the customer will be charged for the return of the scooter within the work area according to the price list**
- (4) If the Rental Agreement cannot be terminated, the Customer will be obliged to notify Felyx immediately and to remain with the Felyx e-scooter until the Felyx customer service department has decided on the further action to be taken. If the Customer is not in default, any additional rent instalments due will be refunded to the Customer after verification by Felyx. A Customer is in default, for example, if the Felyx e-scooter does not allow the Rental Agreement to be terminated, if the Felyx e-scooter is located outside the Service Area, or if the Felyx

e-scooter has not been checked out via the Felyx App.

- (5) In the event of an accident as a result of which the e-scooter can no longer be operated, the Rental Agreement will in any event terminate when the e-scooter is transferred to a recovery company.

#### **§16 Cancellation, Termination of the Framework Agreement**

- (1) The Framework Agreement is concluded for an indefinite period of time and can be terminated by either party giving notice of termination two (2) weeks before the end of a calendar month. The customer is never obliged to rent an e-scooter.
- (2) Felyx is entitled to terminate or suspend the Framework Agreement with immediate effect and without prior notice if the Customer:
  - a) is in arrears of one (1) payment;
  - b) has provided incorrect information or withheld facts during registration or during the term of the Framework Agreement;
  - c) has breached the Agreement and, despite a written warning, has again breached the Agreement or has not promptly remedied the consequences of such breaches.
- (3) In the event of termination of the Framework Agreement, access to Felyx e-scooters and the Account will be blocked immediately.
- (4) If the Framework Agreement is terminated in accordance with paragraph 3, Felyx shall, in particular, have the following rights:
  - a) the right to the immediate return of the Felyx e-scooter utilised by the Customer at that time. If the Customer fails to return the Felyx e-scooter immediately, Felyx will be entitled to take appropriate measures to repossess the Felyx e-scooter at the Customer's expense;

#### **§17 Remote Purchase/Agreement**

- (1) When entering into a Rental Agreement, the Customer acknowledges that the service, consisting of the use of the Felyx e-scooter, has been fully performed by Felyx after said use. The Customer therefore hereby waives, in advance, his/her right of revocation (Articles VI.53 and VI.57 Belgian Code of Economic Law [*Wetboek Economisch Recht*]).

#### **§18 Applicable Codes of Conduct**

- (1) Felyx is processing personal data. More information on how Felyx is handling personal data can be found in the the Privacy Policy, which is accessible at [www.felyx.nl/privacy](http://www.felyx.nl/privacy) and in the Felyx App.

#### **§19 General Provisions**

- (1) This Agreement shall be governed by the laws of the Netherlands.
- (2) The Dutch courts shall have jurisdiction to adjudicate any disputes that may arise from or in connection with the Agreement.
- (3) Customers may not transfer rights under the Agreement to a third party.
- (4) No deviating oral agreements have been made. Amendments and additions must be agreed in writing, whereby communication by e-mail shall be sufficient.
- (5) If one or more provision(s) of these Terms and Conditions is/are or become(s) invalid, the validity of the other provisions shall not be affected.

#### **§20 Customer Service**

- (1) The Customer can contact Felyx via the customer service for questions or complaints via de contact details stated in §1. Felyx will answer the complaints as soon as possible.