

Swapfiets Rental Terms

1. General | Scope

- 1.1. These Swapfiets Rental Terms (“SRT”) apply between you as a consumer and Swapfiets Spain S.L., Carrer de Marià Cubí 7, 08006 Barcelona (“we” or “us”). They regulate the rental of a bicycle (“Swapfiets”) provided to you by us at any given time.
- 1.2. For the purposes of these SRT, the Swapfiets could be (i) a regular bicycle ‘Original 1+’, (ii) a regular bicycle ‘Deluxe 7’, (iii) an electric bicycle ‘Power 7’ and/or (iv) any other type of Swapfiets as agreed between you and us in your Subscription (as defined below). These SRT form part of the contract concluded between you and us (“Subscription”) and apply to the exclusion of all others. Terms which deviate from, conflict with or supplement these SRT shall only become part of the contract if we have expressly consented to them in writing.
- 1.3. Legally relevant declarations and notices which you would like to give to us after the conclusion of the contract (e.g. setting deadlines, reminders, declarations of withdrawal from the contract), must be made at least in written form in order to be valid, unless expressly provided otherwise in these SRT.

2. Subject Matter of the Subscription | Conclusion of the Subscription | Swapfiets Territory

- 2.1. During the Subscription Period, we will make a Swapfiets available to you. The details of your Subscription and the details of the Swapfiets are agreed as part of the online ordering process on our website (“Order Process”).
- 2.2. Completing the Order Process results in an offer made by you to us to take out a Subscription. After the Order Process is complete, we may send you a confirmation of your order by email. This order confirmation is the acceptance of your offer to enter into a Subscription. Following that, we will agree the time and location for the delivery of the Swapfiets.
- 2.3. When we deliver the Swapfiets, we will check your personal details together with you (e.g. by you producing an official identity document). At the time of delivery, you are obliged to confirm to us in writing the receipt of the Swapfiets, the payment method

chosen by you (e.g. by issuing the direct debit mandate in accordance with Clause 6.4) and that the personal details you have provided to us are correct. You are obliged to notify us without undue delay of any changes in your personal details during the Subscription Period (e.g. if your address changes).

- 2.4. You may only use the Swapfiets in the territory / the city which is specified in your Subscription ("Swapfiets Territory"). A change of the Swapfiets Territory is only possible after our express consent to this.
- 2.5. We do not save the text of the contract after concluding the Subscription. You however have the possibility to save the contract text as well as these SRTs on a durable medium.
- 2.6. A digital verification process of the correct identification document could be part of the order process upon delivery. Product will not be delivered when renter is not able to handover the correct identification documents. Swapfiets will report to the police when verification of the identity documents shows that there is a possibility of fraud.

3. Making Available the Swapfiets | Advertising

- 3.1. During your Subscription Period, we will make a Swapfiets available to you. Details about making available the Swapfiets to you are agreed as part of the Order Process.
- 3.2. You are not entitled to a particular Swapfiets or to a particular design, fit-out or configuration of the Swapfiets.
- 3.3. The Swapfiets and all objects provided to you in connection with the Swapfiets (e.g. the key and the battery) shall remain in our ownership or in the ownership of our partner companies at all times.
- 3.4. After giving prior notice, we are entitled to inspect the Swapfiets at any time, to wholly or partially replace it, and to carry out maintenance and repairs to the Swapfiets.
- 3.5. We reserve the right to put advertisements on the Swapfiets at any time and at our sole discretion. If an advertisement attached to the Swapfiets or printed on the Swapfiets is damaged, removed, unreadable or otherwise no longer visible, you are obliged to inform us of this immediately.

4. Usage Rules | Non-Commercial Use Only

4.1. Certain rules apply to you in relation to the use of the Swapfiets, which you must comply with at all times:

- The use of the Swapfiets shall be in your sole responsibility.
- Prior to using the Swapfiets, you are obliged to familiarise yourself with how the Swapfiets functions.
- Prior to each use of the Swapfiets, you must check the Swapfiets for road safety, proper functioning and the absence of defects. For that purpose, in particular you must check the tightening of all screws which are of relevance to safety, the proper condition of the frame, the handlebars and the saddle, the tire pressure, the functionality of the lights, the battery, the computer and the braking system. If a defect exists at the start of your use of the Swapfiets or a defect occurs while you are using it, you must refrain from using the Swapfiets or cease using it.
- The Swapfiets is intended solely for your personal use. Consequently, you must not entrust the Swapfiets to third parties, you must not allow third parties the use of the Swapfiets in another form or sell it, hire it out, sub-let it, pledge it or otherwise encumber the Swapfiets with security interests or rights of third parties.
- The Swapfiets is a high-quality object. Consequently, you must not damage or destroy the Swapfiets or carry out any modifications, lacquering, painting or other changes to the Swapfiets, its battery or the computer including the software.
- You must secure the Swapfiets effectively against theft (Clause 7).
- You are only allowed to use the Swapfiets in the generally accepted customary manner, avoiding unusual strain on it and only on paved routes and streets.
- You must use and take care of the Swapfiets, its battery and its computer including the software (if any) in accordance with the instructions given by us.
- You must not use the Swapfiets whilst under the influence of drugs, medication or alcohol.
- You are only allowed to use the luggage carrier(s) of the Swapfiets in an appropriate manner in accordance with its / their intended purpose and in particular you must not transport any persons on it / them.
- You are only allowed to use the Swapfiets in the Swapfiets Territory.

For the purposes of these SRT, use of the Swapfiets shall be deemed to also include pushing, parking and storing the Swapfiets.

- 4.2. When using the Swapfiets, you are obliged to always comply fully with all applicable legal provisions, in particular with all road traffic. In addition, you must always make sure that the Swapfiets is not detrimental to road safety, that other road users and pedestrians are not endangered, harmed or impeded and that the use of the Swapfiets does not interfere with, damage or endanger other vehicles or other property of third parties or other rights of third parties.
- 4.3. You are not allowed to use the Swapfiets for commercial purposes such as the delivery of goods and/ or food. In the event of a breach of your obligation under this Clause 4.3, you shall pay to us a contractual penalty in an adequate amount, however not more than EUR 2,000. The precise amount of such contractual penalty shall be determined by us at our discretion, whereby, in case of a dispute, the adequacy of the amount shall be reviewed by a competent court upon your request. Such contractual penalty shall be deducted from any damage actually suffered by us and shall be without prejudice to any other rights we may have under your Subscription, including but not limited to the right to claim damages and to terminate your Subscription in accordance with Clause 11.
- 4.4. In deviation from Article 4.3, if you choose the Subscription Power 7 Heavy Use, you are entitled to use the Swapfiets also for commercial purposes, such as the delivery of goods and/or food. This does not apply to the Subscription Power 7 Normal Use. “Power 7 Heavy Use” means: a Subscription for the electric bicycle (Power 7), whereby you may ride an unlimited amount of kilometres per month, and “Power 7 Normal Use” means: a Subscription for the electric bicycle (Power 7), whereby you may ride less than 1,000 km per month in total.
- 4.5. We reserve the right to check the mileage of the Swapfiets e-bike during the Swapping and/or other contact moments. During the check, the average usage per 30 days is examined, calculated from the moment of the first delivery or the last appointment made for the Swapping until the moment of the check. If during the check it appears that the average use in this period is more than is permitted under the Subscription, we are entitled to retroactively charge the difference in price between the Subscription chosen by you and the higher Subscription that does allow a higher average use over the deviated period, plus an amount of EUR 25 for administration costs. The foregoing shall be without prejudice to any other rights of us including but not limited to the right to claim damages and to terminate the subscription in accordance with Clause 11.

5. Swapping

5.1. In accordance with the terms of this Clause 5, you have a right to “Swapping” free of charge. By Swapping or “Swap”, we mean:

- Repairing defects in the Swapfiets free of charge within your Swapfiets Territory; and/or
- Exchanging the Swapfiets free of charge within your Swapfiets Territory;

The type and extent of a Swap is determined by us according to our sole discretion.

5.2. During your Subscription Period and except in the exemption cases under clause 5.6 below, you can request an unlimited number of Swaps free of charge. You do not incur any additional costs for Swapping. Swapping is covered by payment of the Swapfiets Rent. However, we can refuse a Swap until such time as you have paid any outstanding Swapfiets Rent, fees or other sums to us.

5.3. You can request a Swap via the Swapfiets App, by telephone, email or WhatsApp (“Swap Request”). We will agree on the place and time of the Swap on an individual basis with you.

5.4. We make every effort to carry out a Swap within 48 hours after receipt of your Swap Request. However, if we do not meet this target time, you may not use this as the basis for any claims for compensation or any other claims.

5.5. If we exchange the Swapfiets, you are obliged to hand over the present Swapfiets, the battery (if any) and the key to us.

5.6. In the following cases we reserve the right to charge you a fee in the amount of EUR 20 for a Swap Request per Swap Request:

- defect in the Swapfiets, provided that the defect has arisen in the course of your use of the Swapfiets which was not in accordance with the terms of the Subscription including these SRT. Further provisions of these SRT remain unaffected.
- the Swapfiets is stolen or lost, if you are responsible for the theft/loss. Additionally, in particular clause 9 regarding theft and loss applies.

5.7. Further, we reserve the right to charge you a fee in the amount of EUR 20 if you fail to attend an agreed Swap appointment.

- 5.8. If you do not notify us about a defect in the Swapfiets or do not notify us immediately, you are obliged to compensate us for any losses arising from this. This includes all additional expenses incurred by us for the purposes of repairing the damage as well as third parties' compensation claims which would have been avoided if notice of the defect had been given in good time.

6. Rent | Fees | Time for Payment | Payment Terms

- 6.1. In return for us making the Swapfiets available to you, you owe us the monthly rent agreed with us in the Order Process ("Swapfiets Rent"). The Swapfiets Rent is due for payment in advance at the beginning of each calendar month for the whole calendar month. If your Subscription starts or ends during a calendar month, the Swapfiets Rent will be charged by us on a pro rata basis for such a month.
- 6.2. We reserve the right to adjust the Swapfiets Rent during your Subscription Period with effect for the future. We will inform you in text form about any changes in the Swapfiets Rent in good time prior to changes taking effect.
- 6.3. To the extent agreed in the Order Process, we may also charge you a one-time fee.
- 6.4. Payment of the Swapfiets Rent as well as any other fees shall be made by means of SEPA direct debit scheme. Consequently, you are obliged to issue us a corresponding direct debit mandate in advance, giving details of your IBAN and BIC numbers. We will collect a monthly direct debit payment for the Swapfiets Rent. We may also request that you pay the Swapfiets Rent not to us, but instead to one of our partner companies.
- 6.5. If a direct debit payment is not made due to a lack of funds or for other reasons for which you are responsible or if a direct debit is subsequently cancelled by you, you will be in default in relation to the relevant payment. You will receive a reminder from us to settle such payment within 14 days. If the amount due is not paid within 14 days, we reserve the right to instruct a collection agency to recover the debt. All additional administration costs and out of court debt collection costs will be borne by you.

7. Securing the Swapfiets against Theft | Key

- 7.1. We provide the Swapfiets to you together with one or more locks (e.g. ring lock, chain lock or other security measures).
- 7.2. In order to prevent the loss/theft of the Swapfiets or any damage to it, you are obliged to always secure the Swapfiets with all locks which have been provided to you. The

Swapfiets should always be secured to a fixed object (e.g. fixed bicycle stands). When connected to the Swapfiets, the battery (if any) must always be secured with the lock provided.

- 7.3. We will also provide you with a key to use with the locks. You are not allowed to make any additional keys or have them made (e.g. replacement key, copy, duplicate key). We may keep additional keys for the locks in our possession. You are obliged to protect the key for the Swapfiets against loss, theft and unauthorised use at all times and you are not allowed to pass the key on to third parties.
- 7.4. If your key gets lost, stolen or damaged, you must inform us immediately. In these circumstances we will deliver a new key to you within the Swapfiets Territory and will charge you a fee of EUR 15 per key for this. On delivery of the new key, you must confirm receipt of it to us. If you find a key which has been notified to us as having been lost, you must send it to us immediately by post at your own cost.

8. Damage to the Swapfiets

- 8.1. You are obliged to inform us of any damage to the Swapfiets within 24 hours of becoming aware of the damage occurring. This applies regardless of the extent of the damage and of whether you have caused the damage or not.
- 8.2. If you have caused the damage to the Swapfiets or it otherwise results from your breach of the usage rules in these SRT (in particular of Clause 4), we reserve the right to claim compensation from you.
- 8.3. In the event of damage to the Swapfiets due to the fault or contributory fault of a third party, you are obliged to give us the identity and contact details of this third party. If the damage has occurred in connection with an accident, you are obliged to send us an accident diagram sketch signed by you and the third party. You can use the accident form at <https://swapfiets.es/europeanclaimform> for that purpose. If you do not send us the contact details of the third party, although you have them, we reserve the right to invoice you in full for the losses which we incur.

9. Theft/Loss of the Swapfiets | Dishonesty supplement

- 9.1. You are obliged to inform us of the theft/ loss of the Swapfiets or of individual components of the Swapfiets (e.g. its battery) within 24 hours of you becoming aware of it. In the event of theft/loss of the Swapfiets, you must hand over or send to us all of the keys for the Swapfiets which you have received from us. You are obliged to support

us, to the extent that is reasonable, in relation to reports to the police or bringing any other legal action.

- 9.2. In the event of theft/loss of the Swapfiets and/or of the battery (if any) we may charge you a deductible per incident in the amount applicable to the relevant type of Swapfiets and/or battery as follows:

Swapfiets Original	EUR 40
Swapfiets Deluxe 7	EUR 60
Swapfiets Power 7	EUR 220
Battery for Swapfiets Power 7	EUR 500

- 9.3. If the Swapfiets and/or the battery which has been notified to us as lost or stolen are found again, at our discretion and subject to the technical and optical condition of the relevant Swapfiets and/or battery, we may reimburse you any deductibles paid.

You are free to prove that we have not suffered any loss or that such loss is significantly lower than the retention fee. We reserve the right to claim more extensive damages.

- 9.4. In the event of theft/loss of individual components of the Swapfiets other than the battery, we may charge you a deductible in the sum of the value of the stolen or lost components up to a maximum amount applicable to the relevant type of Swapfiets as follows:

Swapfiets Original	EUR 40
Swapfiets Deluxe 7	EUR 60
Swapfiets Power 7	EUR 220

You are free to prove that we have not suffered any loss or that such loss is significantly lower than the retention fee. We reserve the right to claim more extensive damages.

- 9.5. If you do not secure the Swapfiets as described in Clause 7.2 and, as a consequence, the Swapfiets is damaged, lost or stolen, you are obliged, in addition to any deductibles under Clauses 9.2 and 9.3, to pay us a fee in the amount applicable to the relevant type of Swapfiets as follows:

Swapfiets Original	EUR 60
Swapfiets Deluxe 7	EUR 90
Swapfiets Power 7	EUR 300

You are free to prove that we have not suffered any loss or that such loss is significantly lower than the retention fee. We reserve the right to claim more extensive damages.

- 9.6. If you do not fulfil your obligations under Clause 9.1, in particular, if:

- you do not inform us about the theft/loss of the Swapfiets; or
- you do not hand over or send to us all of the keys for the Swapfiets which you have received from us,

we will charge you a deductible in the amount applicable to the relevant type of Swapfiets as follows:

Swapfiets Original	EUR 350
Swapfiets Deluxe 7	EUR 450
Swapfiets Power 7	EUR 2.000

You are free to prove that we have not suffered any loss or that such loss is significantly lower than the retention fee. We reserve the right to claim more extensive damages.

- 9.7. If it turns out that you have made false statements, we shall be entitled to charge you a dishonesty supplement in the sum of EUR 100 at our sole discretion. This sum must be paid in addition to any amounts due under this Clause 9.

10. Accessories

10.1. This Clause 10 only applies if you have chosen an add-on subscription regulating the rental of one or more accessories for the Swapfiets provided to you by us ("Accessory Subscription"). The provisions set out in these SRT governing the Subscription shall apply mutatis mutandis to the Accessory Subscription, unless this Clause 10 specifies otherwise. To this end, where the terms 'Swapfiets' and 'Subscription' are used in these SRT, these shall be replaced with the terms 'accessory(ies)' and 'Accessory Subscription' accordingly.

10.2. The Accessory Subscription is a separate and independent contract and can be terminated independently of the Subscription. Conclusion of the Accessory Subscription is subject to the availability of the respective accessory in the Swapfiets Territory as well as to our confirmation of the Accessory Subscription chosen by you.

10.3. In the event of theft/loss of an accessory, you are obliged to report this to us within 24 hours of you becoming aware of it. In these circumstances, we will deliver a new accessory to you within the Swapfiets Territory and will charge you a deductible applicable to the relevant accessory. The applicable deductible for each type of accessory is defined as follows:

Type of Accessory	Deductible
Basket, Child seat	EUR 25

10.4. If an accessory is damaged and becomes unusable as a result of vandalism, you are obliged to report this to us within 24 hours of you becoming aware of the vandalism. In these circumstances, we will deliver a replacing accessory to you within the Swapfiets Territory and will, at our discretion and depending on the individual case, charge you an adequate compensation for the damage.

10.5. The use of the respective accessory shall be in your sole risk and responsibility. We are not liable for damages of any kind resulting from or in connection with the use of the accessory by you.

11. Subscription Period | Termination | Return

11.1. The term of your Subscription (the "Subscription Period") is agreed upon in the Order Process. To the extent agreed in the Order Process, Swapfiets may charge you with a one-time fee.

11.2. If the Subscription is concluded by completing the registration form on the website www.swapfiets.com and you are a consumer, you have the right to terminate the Subscription during the 14-day withdrawal period without giving reasons. The foregoing does not apply insofar as the Subscription was carried out during the withdrawal period with your explicit consent and insofar as you have waived his right to terminate the Subscription.

11.3. If we have agreed on a monthly Subscription, the Subscription Period is one month from the date stated in the Order Process and automatically extends on a month-by-month basis, unless terminated in accordance with these SRT. You or we may terminate a monthly Subscription at any time for convenience with a notice period of one month.

11.4. If we have agreed on a minimum Subscription Period, the Subscription Period begins on the date stated in the Order Process and remains in effect for the minimum term agreed in the Order Process. Early termination with effect prior to the end of the minimum term will not be possible, subject to the provisions of Clause 11. Upon expiry of the minimum Subscription Period, the Subscription turns into a monthly Subscription specified in Clause 11.3.

11.5. Your right and our right to extraordinary termination of your Subscription without notice for an important reason remains unaffected. An important reason, which entitles us to termination without notice exists in particular if:

- you are in default in relation to more than two Swapfiets Rent payments;
- you use the Swapfiets outside the Swapfiets Territory;
- you use the Swapfiets contrary to the usage rules in Clause 4; or

- you make false statements to us or you repeatedly make use of our services in an improper manner (e.g. by making intentionally false statements or unjustified Swap Requests).

- 11.6. Every notice of termination must be given in written form (email is sufficient).
- 11.7. If you have terminated your Subscription, prior to returning the Swapfiets to us you can cancel your termination at any time and reactivate your Subscription by email free of charge. After returning the Swapfiets to us, free of charge reactivation is not offered.
- 11.8. When the termination of your Subscription takes effect, you are obliged to return the Swapfiets and any other objects provided by us (in particular keys) at your own cost and risk to us or, if we notify you thereof, to one of our partner companies. If you return the Swapfiets to us prior to the termination of your Subscription taking effect, your rights under your Subscription end at the time of return; however, we reserve the right to charge the Swapfiets Rent accruing up until when the termination of your Subscription takes effect.
- 11.9. If you do not return the Swapfiets to us in good time when the termination of your Subscription takes effect, we will charge you a late fee in the sum of EUR 5 per day, up to a maximum of EUR 35 until you return the Swapfiets to us, reactivate your Subscription in accordance with Clause 11.7 or take out a new Subscription. You are free to prove that we have not suffered any loss or that our loss is significantly lower than the late fee. We reserve the right to claim more extensive damages.
- 11.10. If you do not return the Swapfiets to us within 7 days after the termination of your Subscription taking effect and you do not reactivate your Subscription in accordance with Clause 11.7 or take out a new Subscription, we reserve the right to take legal action. In these circumstances, we may charge you a retention fee in the amount applicable to the relevant type of Swapfiets as follows:

Swapfiets Original	EUR 350
Swapfiets Deluxe 7	EUR 450
Swapfiets Power 7	EUR 2.000

You are free to prove that we have not suffered any loss or that such loss is significantly lower than the retention fee. We reserve the right to claim more extensive damages.

11.11. We are at all times entitled to terminate the Subscription in the event of theft or on one of the grounds stated in this Clause, to track down the Swapfiets and confiscate it immediately. In the case of an e-bike, we may use the GPS tracker to track the location of the Swapfiets.

12. Trading in Your Old Bicycle for a Swapfiets

12.1. During the first month of your Subscription, you can offer us to buy your old bicycle. We can then decide at our discretion whether we will buy your old bicycle and grant you a one-off discount on the Swapfiets Rent in the amount of the purchase price ("Old Bicycle Bonus"). You are only allowed to offer us one bicycle per Subscription.

12.2. We are not obliged to buy an old bicycle from you or to grant you an Old Bicycle Bonus of a particular amount. If we do, property in your old bicycle passes to us unconditionally when the old bicycle is handed over to us or to one of our partner companies.

12.3. You warrant that the old bicycle offered by you is your property, you are entitled to freely dispose of it and that by handing over the old bicycle to us or to one of our partner companies you are not infringing any third parties' rights or legal interests. Where there are substantiated indications of the breach of this warranty, we reserve the right to terminate your Subscription with immediate effect and to take legal action against you, in particular by reporting you to the police.

13. Prohibition on Set-off | Restriction on the Right of Retention

13.1. You are only allowed to set off any claims against our claims to the extent that your claims have been finally determined in a binding judgment which is not subject to appeal, are undisputed or are accepted by us.

13.2. You are only allowed to enforce a right of retention (in particular over the Swapfiets) if such right is based on the same contractual relationship as our claim.

14. Data Protection

We are obliged to comply with the applicable statutory provisions on the protection of personal data.

15. Our Liability

Our liability shall be unlimited (i) in respect of losses caused by acting intentionally or with deliberate recklessness or for damages that cannot be excluded on the grounds of mandatory statutory provisions,, (ii) in respect of breaching essential contractual obligations, namely those obligations which must be complied with in order to make it possible for the contract to be properly performed at all and which you normally rely on being fulfilled and may so rely (cardinal obligations), (iii) in respect of defects which have been fraudulently concealed, (iv) in respect of losses arising from death, bodily injury, or harm to health, (v) in respect of claims under the Law on Product Liability, and (vi) in the event that we expressly assume a guarantee as to quality. Any more extensive liability for us is excluded.

16. Final Provisions

16.1. We have not entered into any collateral agreements with you, whether written, oral or implied.

16.2. We can unilaterally amend these SRT at any time for technical, commercial or legal reasons with effect for the future. We will notify you of an amendment to these SRT in text form at least 1 month before the amendment takes effect in written form. You can agree to the amendment or object to it prior to it taking effect; however, your agreement shall be deemed to have been given if you do not object to the amendment before it takes effect. We will draw your attention specifically to this in our notice of amendment. We reserve the right to terminate your Subscription if you object to an amendment to these SRT. If the amendment results in you being provided with a performance which materially differs from the original performance, you, being a consumer, will have the right to terminate the Subscription as of the date on which the amended SRT come into effect.

You will not be permitted to terminate the Subscription due to a price change, unless the change takes place within three months of the conclusion of the Subscription and you are a consumer.

- 16.3. In the event that a provision of these SRT is or becomes wholly or partially void, invalid, impracticable or unenforceable, the validity and the enforceability of the remaining provisions of these SRT shall not be affected. If you are consumer, we and you shall be obliged to agree on a provision to replace the defective provision which comes as close as possible to what we and you would have agreed if we had realized that the provision was defective, taking into account the spirit and purpose of these SRT and within the scope of what is legally possible. The same applies to any gaps in the regulations in these SRT.
- 16.4. Your Subscription and these SRT, as well as all rights arising out of or in connection with them, shall be exclusively subject to Spanish laws excluding its conflict of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 16.5. Place of jurisdiction and performance is exclusively Barcelona . The competent courts in Barcelona shall have exclusive jurisdiction over disputes between you and us in connection with your Subscription and these SRT, except insofar as another court is competent pursuant to any mandatory provision.. If you are a consumer in the meaning of the Spanish Consumer Protection Act, place of jurisdiction is your residence as a consumer.

Swapfiets Spain SI
Commercial Court Barcelona
Certification number: 20163710

www.swapfiets.es

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