

General terms and conditions of MyWheels for corporate clients (non-profit, SME and large business)

1. Definitions

Account	the personal account created for the benefit of a User or Director, with which a User or Director, after approval and activation by MyWheels, pursuant to a Contract, can use (or arrange for the use of) the Services.
General Conditions	these general terms and conditions of MyWheels for business customers (non-profit, SME and large business).
Additional Terms and Conditions	specific terms that MyWheels, in addition to these General Terms and Conditions, may agree with Company (for example, terms that apply to a Bundle and/or a particular promotion).
App	MyWheels' smartphone application.
AVG	The General Data Protection Regulation.
Automatic Discount	has the meaning listed under "Bundle".
Company	The natural or legal person (non-profit, SME and large business) that enters into a Contract with MyWheels for business purposes.
Administrator	A natural person appointed by the Company to manage the Main Account and to act as a contact person for MyWheels.
Driver	a natural person, with his or her own Account, who can be added to an Account by a User and is therefore entitled to temporarily use a Vehicle in the context of a Reservation, alongside the User.
Bundle	a package consisting of (i) an automatic discount on kilometre and/or hourly rates (Automatic Discount) or (ii) a travel credit (Discount), which the Company can use (or allow to be used) in the context of future Rental Fee(s) due. The composition and (limited) validity of a Bundle may vary.
Bundle Rate	the fee payable by Company for a Bundle. The Bundle Rate is a Dynamic Rate.
Contract	the agreement, being a subscription, between MyWheels and the Company pursuant to which a User may use the Services during the agreed period and - whether or not - against payment of a Fee. Contracts may differ from each other, for example in terms of pricing.
Category	the category to which a Vehicle belongs at the time a Reservation is made. Categories may vary from time to time, which also means that a Category may expire or a new Category may be introduced.
Dynamic Rates	The rates of MyWheels which are subject to continuous change, as stated on the Website and in the App, also explaining the reason for and method of adjustment of the rates in a transparent manner, so that the User is at all times able to take the decision not to place a Reservation. Dynamic Rates are in any case the hourly and kilometre rates, the Starting Rate and the Bundle Rate.
Service(s)	<p>The services to be provided by MyWheels, pursuant to the Contract and on the basis of these General Terms and Conditions, against payment, which mainly consist of:</p> <ul style="list-style-type: none">a. a right to use the Website and the App andb. making Vehicles available for a certain period and against payment of a Rental Fee (<i>hire</i>) for temporary use.
User	a natural person, including an employee of the Company, who has an Account and by virtue thereof is entitled by the Company to place Reservations and to add to these Reservations (a) Driver(s).
Main Account	The general and not personal (main) account created by the Company, with which the Company, after approval and activation by MyWheels, pursuant to a Contract, can manage the Services of

	MyWheels and use (or have used) the Services, for example as a result of adding Accounts by the Company to the (main) account.
Rental Fee	the fee payable by the Company to MyWheels by virtue of a Reservation and determined on the basis of the Dynamic Rates.
Discount	has the meaning stated under "Bundle".
MyWheel	MyWheels B.V. located at Bijlmerplein 888 A, 1102 MG in Amsterdam, registered with the Chamber of Commerce under KvK number 37133089.
Pay-per-Use (Contract)	A Contract for which no fixed monthly fee is payable, but payment for use of the Services is due per Reservation.
Reservation	A temporary rental agreement between MyWheels and the Company pursuant to which a User is entitled, for a specified period and upon payment of a Rental Fee, to make temporary use of a Vehicle for business purposes and on the basis of these General Terms and Conditions.
Starting fee	the fee payable by Company by default upon unlocking the Vehicle at the beginning of the reserved ride. The Starting Rate is a Dynamic Rate.
Fee	The fee payable by the Company to MyWheels under a Contract.
Vehicle	A passenger car offered by MyWheels via the Website or App.
Website	www.mywheels.nl

2. Applicability

- 2.1. These General Terms and Conditions are applicable to all MyWheels Services (including the use of the Website, the App, to all Contracts and Reservations) and all obligations arising therefrom and building upon them. In the context of a Subscription, Additional Terms and Conditions may apply in addition to these General Terms and Conditions. In the event of a contradiction between the provisions of the General Terms and Conditions and the Additional Terms and Conditions, the provisions of the Additional Terms and Conditions take precedence. These General Terms and Conditions are an English translation of the original Dutch version. In case of a deviation between the terms of the English version and the Dutch version, the Dutch version prevails.
- 2.2. The provisions of these General Terms and Conditions may only be deviated from in writing. In that case, the remaining provisions shall remain in full force and effect.
- 2.3. All rights and claims, as stipulated in these General Terms and Conditions and in any further agreements for the benefit of MyWheels, are also stipulated for the benefit of intermediaries and other third parties engaged by MyWheels.
- 2.4. MyWheels shall at all times be entitled to amend or supplement these General Terms and Conditions. Amendments shall also apply in respect of Contracts already entered into subject to a period of at least thirty (30) days after publication of the amendment on the Website, in the App or by e-mail to the Manager. If the Company does not wish to accept an amendment to these terms and conditions, it may terminate the Contract pursuant to Article 4 of these General Terms and Conditions before the effective date of the relevant amended General Terms and Conditions.
- 2.5. In the event of nullity or annulment of one or more provisions of the General Terms and Conditions, the other provisions of the General Terms and Conditions shall remain fully applicable to a Contract and/or Reservation. The parties will consult to replace an invalid or annulled provision of the General Terms and Conditions with a provision that is valid or non-annullable and that corresponds as closely as possible to the purpose and meaning of the invalid or annulled provision.
- 2.6. The Company has an obligation to ensure that Users and Directors are aware of and comply with these Terms and Conditions. All provisions of these Terms and Conditions shall apply in full to Users and Directors, it being understood that the Company shall at all times be fully liable for:
 - a. conduct and omissions of Users and Directors;
 - b. all (payment) obligations arising from these General Terms and Conditions, or any other obligations towards MyWheels.

- 2.7. If MyWheels imposes a fine in the event of breach of these General Terms and Conditions, MyWheels is entitled to additionally claim the damages suffered to the extent that they exceed the fine amount. This also applies if Users or Drivers acted without the knowledge or consent, or contrary to instructions of the Company.

3. Registration, Main account and Account

Main account

- 3.1. To be eligible for a Main Account, an applicant must at least:
- a. to be registered with the Chamber of Commerce;
 - b. have a demonstrable business address in the Netherlands;
 - c. have a business current account with a bank in the Netherlands;
 - d. be reachable by business e-mail.
- 3.2. Registration takes place via the Website. Once the registration has been completed, a requested Main Account will be checked by MyWheels for, inter alia, the following points:
- a. Chamber of Commerce details;
 - b. reliability, creditworthiness and payment behaviour of the applicant.
- 3.3. The Company must appoint an Administrator in respect of the Main Account during registration.

Add User to Main Account

- 3.4. The Company (and Manager on its behalf) may request MyWheels to add a User to a Main Account. This is because a User must have an Account in order to place a Reservation; this also applies to the Manager. The person concerned will receive a notification (e-mail, SMS or push message) with a request to accept the invitation sent and to fill in personal and driving licence details.
- 3.5. To be eligible for an Account, a User must at least:
- a. have reached the minimum age of twenty-one (21) years;
 - b. have a demonstrable residential address in the Netherlands;
 - c. be reachable by (business) e-mail and telephone;
 - d. be in possession of a valid driving licence for at least one (1) year (please refer to the Website to find out which driving licences are accepted).
- 3.6. After the Company has added an Account to a Main Account, a requested Account will be checked by MyWheels for, inter alia, the following points:
- a. the validity of the driving licence via a check at the RDW;
 - b. the authenticity features of the driving licence;
 - c. security authentication via SMS (2FA).
- 3.7. If a User already has a private account with MyWheels, to which a private email address is linked, the User may also use this private email address for the (business) Account. User must submit a request to the Administrator for this purpose.

Other

- 3.8. A Main Account or Account is only active after the registration or addition has been checked and approved by MyWheels. MyWheels will check a Main Account or Account as soon as possible, but has no obligation to do so on the day of registration or addition.
- 3.9. The Company and its Users are fully responsible for the consequences of the use made of its Main Account or Account, respectively, and/or the corresponding username and password, including the placing of Reservations. This also applies if a third party has gained (unauthorised) access to a Main Account or Account. Furthermore, the Company and its Users are obliged to take their own effective (security) measures, such as enabling two-step verification or regularly changing the password.
- 3.10. MyWheels may assume that when someone logs in with a user name or password belonging to the Main Account or Account, that person is authorised to do so. As soon as the Company or a User suspects that his/her password and/or username are in the hands of unauthorised persons, or that an unauthorised third party has access to the Main Account or an Account, the Company must immediately block the Main Account or (his/her User) the relevant Account and/or change the password and the Company (or its Users) must immediately notify MyWheels of this.

- 3.11. To the extent permitted by law, MyWheels is entitled to i) obtain information from third parties about the applicant for a Main Account, or in the context of adding an Account, about a potential User, and ii) without giving specific reasons:
- a. to refuse (activation of) a (requested) Main Account or (requested added) Account or impose additional requirements on the provision or use of a Main Account or Account;
 - b. to prohibit the Company or a User from accessing a Main Account or (added) Account for a limited time or permanently.

4. Contract

- 4.1. Subject to the other provisions of the General Terms and Conditions, a Contract comes into effect as soon as a Main Account has been activated by MyWheels and the Company (and/or its Administrator) has received confirmation of this by email from MyWheels.
- 4.2. The Company may owe a Fee to MyWheels under a Contract.
- 4.3. The minimum term of a Contract varies from one (1) to twelve (12) months. Once the minimum term has expired, the Subscription is automatically converted into a Subscription for an indefinite period. During the minimum term, the Subscription cannot be terminated prematurely, unless otherwise agreed in writing. Towards the end of the minimum term and after its expiry, the Subscription may be terminated at any time by the Company or by MyWheels by e-mail, subject to one (1) month's notice. For example, if the minimum duration of the Subscription expires on 1 November, notice must be given no later than 1 October. The notice period starts on the first day on which MyWheels has received confirmation of a cancellation. A Pay-per-Use Contract is entered into indefinitely and can be cancelled at any time.
- 4.4. In the event of cancellation by the Company of a Contract, the obligation to pay the Fee ceases with effect from the first day of the month following the month in which MyWheels received the cancellation. Paid Fees will not be refunded in this case. MyWheels is entitled to convert the Contract to a Pay-per-Use Contract after cancellation, but is not obliged to do so.
- 4.5. Termination of a Contract does not release the Company from the obligation to pay costs such as - but not limited to - fines, outstanding invoices or damages arising from the use enjoyed.
- 4.6. These Terms and Conditions shall survive termination of a Contract and continue to apply to conduct (acts or omissions) undertaken by the Company, User and/or Director prior to the termination of a Contract.
- 4.7. Termination of a Contract does not immediately result in the removal of a Main Account and any Accounts and/or all (personal) data as well. MyWheels has the right to keep these and the associated data for as long as this is necessary and/or required by law.
- 4.8. If and as long as a the Company, User and/or Director, in the opinion of MyWheels, acts in breach of the obligations pursuant to the Contract, a Reservation and/or these General Terms and Conditions (or is suspected of doing so, in each case at the sole discretion of MyWheels), or in the event of (the filing of) bankruptcy of the Company or (the filing of) a moratorium, MyWheels will be liable, without being liable to pay any damages and without prejudice to its further rights:
- a. entitled to suspend its obligations under the Contract, Reservations and/or these General Terms and Conditions in whole or in part without further notice;
 - b. attach further conditions to it;
 - c. unilaterally cancel all or part of the Contract or Reservations by written notice to the Company;
 - d. without further notice, supervise a Vehicle or take back a Vehicle;
 - e. in the event of suspected criminal offences, insofar as not contrary to laws and regulations, authorised to inform the authorities, providing all relevant data of the Company, User and/or Director.
- 4.9. MyWheels is at all times entitled to transfer a Contract or the rights and obligations arising therefrom to third parties.

5. Offer

- 5.1. All offers by MyWheels to enter into a Contract and Reservations, as stated on the Website or in the App are without obligation, unless expressly stated otherwise.
- 5.2. Each offer relating to Contracts and Reservations shall contain a complete and accurate description of the products, digital content and/or services offered and such information that it is clear to the Company (or User) what the rights

and obligations are, which are attached to the acceptance of the offer. MyWheels is entitled to unilaterally modify its offer from time to time.

- 5.3. When MyWheels places a Vehicle on the Website or in the App, MyWheels thereby mentions, to the extent applicable to the relevant Vehicle:
- a. The make, type, registration number, colour and type of fuel the Vehicle is running on;
 - b. any details regarding the Vehicle, such as the presence of a towing hook, automatic transmission, the number of seats and possibly the Category to which the Vehicle belongs;
 - c. any special rules or restrictions relating to the use of the Vehicle.
 - d. A description of the condition of the Vehicle, including existing damages and defects.
 - e. the period(s) of availability of the Vehicle.
 - f. the Rental Fee payable by the Company for the Vehicle;
 - g. any applicable Bundle. Bundles can also be offered separately.
- 5.4. MyWheels makes every effort to keep the offer on the Website and in the App as current and accurate as possible, but cannot guarantee this.

6. Reservation

General

- 6.1. Subject to the other provisions of the General Terms and Conditions, a Reservation will be established as soon as it has been expressly accepted by MyWheels and the User has received a notification confirming this by email.
- 6.2. MyWheels cannot guarantee that a Vehicle will be available at all times, even after a Reservation has been accepted. If the Company takes out the additional Service 'Business Mobility Guarantee' and the Vehicle - for whatever reason - is not available, MyWheels will endeavour to make an alternative Vehicle available.
- 6.3. The Company owes a Rental Fee to MyWheels in connection with a Reservation.
- 6.4. For the duration of a Reservation, there is only holding of the Vehicle and no lien or other right of suspension arises in relation to a Vehicle.
- 6.5. MyWheels will be able to take all measures it deems necessary for the protection of its (property) rights. Any associated costs shall be borne by the Company.

Booking

- 6.6. A User can place Reservations on the Website or in the App for a period (start and end time) to be specified in that respect.
- 6.7. MyWheels is entitled to set a maximum for the number of Reservations to be placed per User. In addition, MyWheels is entitled to refuse a Reservation or to attach further conditions to it.
- 6.8. The minimum age requirement may vary from one Vehicle to another.

Add driver to Reservation

- 6.9. A Driver can be added to a Reservation. A Driver is added by the User using his/her email address. The Driver receives a notification (e-mail, SMS or push message) requesting acceptance of the invitation and the completion of his/her personal and driving licence details. The Company guarantees that only Drivers with an activated Account will be added to a Reservation.
- 6.10. MyWheels is entitled to limit the number of Drivers per Reservation. Please refer to the Website for the current number of permitted Drivers.

Extending, cancelling and terminating a reservation

- 6.11. A Reservation can be extended, only if the Vehicle is still available, by changing the end time of the Reservation in question in the Account. The Company will owe additional costs in this case.
- 6.12. If agreed, a Reservation can be cancelled via the Website or in the App. MyWheels is authorised at all times to charge a cancellation fee to the Company. Whether a cancellation fee is due in a specific case and what the amount of the cancellation fee is is stated on the Website.

the Company

- 6.13 The User is only authorised to use the Vehicle that has been agreed and is obliged to return the Vehicle to MyWheels, at the location specified by MyWheels, at the end of the Reservation, in the condition in which the User received the Vehicle.
- 6.14. The Reservation ends when the Vehicle is locked and closed via the App, unless:
- a. the Vehicle is not made available again to MyWheels in accordance with the conditions set out in clause 6.13;
 - b. there is one of the cases mentioned in clause 11.2 and this has resulted in damage, costs or (parking) fines for MyWheels after locking the Vehicle.

In the aforementioned situation under a, the Reservation only ends when the Vehicle is unlocked again by MyWheels or by a successor driver.

7. Traffic and parking fines, declarations

- 7.1. MyWheels is entitled to pass on traffic and parking fines (including processing and administration costs) in full to the Company and/or to (the User or Driver of) the Company.
- 7.2. If a User has paid refuelling costs themselves, these costs can only be claimed from MyWheels by the Administrator. A refuelling receipt must be sent to MyWheels by e-mail within five (5) working days after the date on which refuelling took place, also stating the registration number of the Vehicle concerned and the trip details, failing which the costs will not be reimbursed.

8. Bundles

- 8.1 The User does not need a discount code to use an Automatic Discount; the discount is automatically settled on the next invoice(s) after purchase of the Bundle by the User.
- 8.2 In order to use a Discount, or other types of discounts, the User will receive - when purchasing a Bundle - a discount code. The User must enter this discount code when making (a) future Reservation(s).
- 8.3 After expiry of the limited period of a Pack or after a Pack has been used, the User will no longer be able to use the Pack. Under no circumstances will a bundle rate be refunded, even if, after expiry of the validity of the bundle and/or a Reservation, it appears that the bundle has not been used in full or if the User has used more of the bundle than necessary for a Reservation. It is always the User's responsibility to determine the balance required for a given Reservation.
- 8.4 If a Reservation continues while the entire Bundle has expired or been used, the Dynamic Rates as they were offered when the Reservation was made will apply for the remaining duration of the Reservation. During a Reservation, the Dynamic Rates do not change.

9. Fees and charges

- 9.1. All rates and costs of MyWheels are in Euros and - unless explicitly stated otherwise - are exclusive of turnover tax and/or other government levies, of any nature whatsoever, and exclusive of administration costs and other additional costs.
- 9.2. MyWheels is at all times entitled to change the level of the rates and other costs.
- 9.3 With regard to the Dynamic Rates, MyWheels will transparently explain on the Website and/or in the App the reason for and the manner of adjustment of the Dynamic Rates, so that the User is always able to take the decision not to place a Reservation.
- 9.4 For (other) tariffs and charges, the change shall be announced on the Website and the App or by electronic notice no later than thirty (30) days before it takes effect. If the Company does not agree with this change of a non-Dynamic rate, the Company may terminate the Contract in accordance with Article 4 of these General Terms and Conditions by the effective date of the announced change.
- 9.5 MyWheels is entitled to unilaterally change all its rates and (other) costs in the following cases, without the Company having the right to terminate the Contract prematurely:

- a. Yearly indexation (usually in the first quarter of the calendar year). The indexation is based on the Services Price Index of the Central Bureau of Statistics Netherlands (CBS), category “all expenditures”. The reference date for the indexation is the index figure for September of the previous year; and
- b. in the event of cost-increasing changes in legislation and regulations, insurance premiums or taxes.

10. Payment

- 10.1. In respect of the Contract, the associated Reservation(s) and any costs, the Company will receive an invoice from MyWheels.
- 10.2. Payment must be made (i) to a bank account specified by MyWheels, (ii) within fourteen (14) days of the invoice date, (iii) by direct debit or manual transfer, unless otherwise agreed in writing. Decisive for the moment of payment is the moment when MyWheels has received notification from its bank regarding the crediting of the amount in question.
- 10.3. Any expense claims shall, subject to the provisions of the General Terms and Conditions, be reimbursed by MyWheels to the Company and deducted from the next invoice.
- 10.4. If payment of an invoice has not been made in full by the due date, the Company shall be in default by operation of law immediately, without any further notice of default being required, and shall owe interest of 1% per month (unless the statutory commercial interest rate is higher, in which case that interest rate shall apply) from the date after the due date of the relevant invoice, whereby part of a month shall be deemed to be a whole month. Furthermore, all extrajudicial collection costs will then be at the expense of the Company, hereby determined by the parties in advance to be at least 15% of the outstanding claim with a minimum of EUR 150. Without prejudice to the foregoing, MyWheels shall be entitled to claim the actual extrajudicial costs if these amount to more.
- 10.5. If the Company defaults on the payment of any invoice as referred to in this article, all other outstanding invoices shall also be immediately due and payable, without any further notice of default being required.
- 10.6. Payments made by the Company shall respectively serve to settle costs due, interest and then due and payable invoices that have been outstanding the longest, even if the Company states at the time of payment that the payment relates to another invoice.
- 10.7. Without prejudice to provisions of mandatory law, the Company shall not be entitled to suspend and/or set off its payment obligations towards MyWheels against any payment obligations of MyWheels towards the Company.
- 10.8. MyWheels is entitled to set off all claims against the Company against any debt MyWheels may have to the Company.
- 10.9. All claims of MyWheels against the Company shall be immediately due and payable in the following cases:
 - a. if after the conclusion of the Contract circumstances come to the knowledge of MyWheels which give it good reason to fear that the Company will not fulfil its obligations, such at the sole discretion of MyWheels;
 - b. if, when entering into the Contract, MyWheels asked the Company to provide security for performance as referred to in this article 10 and such security is not provided or is insufficient;
 - c. in case of filing for bankruptcy or suspension of payments of the Company, liquidation or bankruptcy of the Company.
- 10.11. MyWheels is, based on its assessment of the creditworthiness of the Company, entitled at all times to require security or full or partial payment in advance from the Company for the fulfilment of due and non-due payment obligations.
- 10.12. If the Company fails to fulfil its payment or other obligations towards MyWheels or fails to do so on time, MyWheels has the right to (temporarily) suspend its obligations towards the Company or (temporarily) block the use of the Vehicles and means of access. In such a case, MyWheels shall not be liable for any resulting damage. For the avoidance of doubt, MyWheels is, inter alia, authorised to (temporarily) suspend the use of the Services if a payment is refused or reversed, until the outstanding amount is paid in full.

11. Use, damage, excess and insurance

Use

- 11.1. User and Driver are obliged to behave with respect to the use of the Vehicle as befits a good hirer.
- 11.2. The Company, the User and Driver shall not:

- a. to use a Vehicle for acts and/or conduct contrary to applicable legal provisions and/or these Terms and Conditions;
 - b. to hire out a Vehicle, use a Vehicle for giving driving lessons, transporting persons and/or goods for payment, transporting animals, transporting highly flammable, toxic or otherwise dangerous substances, committing criminal offences, cross-country rides, competing in speed, performance or reliability races or similar events;
 - c. allowing persons other than User or Driver to drive a Vehicle;
 - d. act or omit to act contrary to instructions provided by MyWheels or contrary to these General Terms and Conditions;
 - e. accessories, attachments, modifications or additions to a Vehicle;
 - f. use the Vehicle in combination with a trailer, folding trailer, caravan or similar if this exceeds the authorised mass of the Vehicle and/or does not comply with other applicable laws and regulations (such as - but not limited to - having its own number plate);
 - g. smoking (which includes an e-smoker, vaper and the like) in a Vehicle and/or driving a Vehicle under the influence of narcotics (such as alcohol, nitrous oxide and drugs), or performing sexual acts in the Vehicle;
 - h. use a (mobile) phone, tablet, smartwatch or similar products while driving the Vehicle, or perform other actions that affect driving behaviour;
 - i. return a Vehicle with less than the prescribed residual amount of fuel or electrical energy;
 - j. continue driving a Vehicle if a warning light is on after starting a Vehicle or if a Vehicle has a flat tyre and/or other defects;
 - k. to act contrary to the charging instructions of an electric Vehicle;
 - l. use a fuel card, charge card or similar means of payment for other Vehicles or purposes than for fuel or electric energy for the (reserved) Vehicle;
 - m. repair any damage or defect to the Vehicle without MyWheels' express prior consent;
 - n. to tow and/or salvage the Vehicle (or have it towed) without MyWheels' express and prior consent;
 - o. failing to leave the Vehicle clean and/or empty after use, or failing to close doors, windows and/or the glove box properly and/or failing to switch off the lights;
 - p. leaving the Vehicle unattended without locking it;
 - q. leaving the Vehicle after use in such a way as to contravene applicable laws and regulations including, but not limited to, the Road Traffic Act.
- 11.3. The User and/or Driver must check the car for damage(s) before using it and report any damage(s) found at that time directly to MyWheels. Already known damage(s), as shown on the Website or in the App, need not be reported again to MyWheels. MyWheels advises the User and/or Driver to also check the Vehicle for damage(s) at the end of a Reservation.
- 11.4. In case of an accident or any other event resulting in damage, the Company, the User and Driver, each of them, are obliged:
- a. Notify MyWheels immediately;
 - b. follow the instructions provided by MyWheels;
 - c. alert the police at the scene if necessary;
 - d. to provide MyWheels or its insurer, on request and unsolicited, with all information and all documents relating to the event within 24 hours;
 - e. in the event of damage, to submit a fully completed and signed European damage declaration form to MyWheels within 24 hours, even if the damage is reported via mobielschademelden.nl. If MyWheels is not in possession of a correctly completed and signed European damage declaration form within the stipulated period, it is entitled to charge the full damage amount and any additional costs to the Company;
 - f. refrain from acknowledging guilt in any form;
 - g. leave the Vehicle in such a way that it is properly protected against the risk of damage or loss;
 - h. provide MyWheels and persons designated by MyWheels with all requested cooperation to obtain compensation from third parties or to defend against third party claims;
 - i. where possible to minimise damage;
 - j. in the event of theft, embezzlement, burglary, vandalism, suspected arson and other damage caused by third parties (whether or not caused during the Reservation), immediately report this to the police and submit a copy of the official report to MyWheels.
- 11.5 MyWheels' Vehicles are equipped with modern technology for the purpose of positioning, driving and operating the Vehicle. The data from this technology may personal data .contain

Damage

11.6. The Company bears the risk and is liable for all damages due to any cause whatsoever, from the moment a User or Driver actually starts using a Vehicle until the moment the Reservation as referred to in Article 6.13 or Article 6.14 ends. This includes, but is not limited to, damages resulting from:

- a. loss, loss or theft of the Vehicle;
- b. demise, defect or damage to or on the Vehicle;
- c. defects or damage to a Vehicle or other third-party property;
- d. loss, theft, destruction or damage of Vehicle documents and/or the number plates;
- e. failure to fulfil obligations under the Contract, a Reservation or these General Conditions.

11.7 Without prejudice to MyWheels' right to full compensation, MyWheels is entitled - in lieu of claiming compensation - to impose on the a penalty for shortcomings, misconduct, improper use of and/or damage to the Vehicle in accordance with the rate applicable in Schedule 1:Company

- a. The amount of the fines is tailored to the actual costs incurred by MyWheels as a result of the actions of the User or Driver. To avoid misunderstandings, the Parties do acknowledge that in the case of a number of failures, the penalty relates only to the fixing of MyWheels' administrative costs in such a case and not to all other damages and costs. As an example, when a Vehicle needs to be towed away, MyWheels charges the penalty to cover internal administrative costs. On top of this are the costs for towing the Vehicle itself;
- b. For violations that cannot be objectively measured (such as a dirty car or smoky smell), MyWheels relies on reports from other users and/or objective inspection by a MyWheels employee when imposing a fine.
- c. If the User or Driver or User commits several offences within the same Reservation, the corresponding fines may be combined. In this case, the administrative surcharge of €20 is charged only once, regardless of the number of offences. This only applies if the offences occur within the same Ride and not for separate Reservations.

Objections to a fine, must be submitted within 14 days of receiving the fine in the manner indicated by MyWheels. MyWheels is not required to consider objections that are not submitted on time or incorrectly.

11.8. The Company shall be obliged to compensate MyWheels for the direct and indirect damages arising from or due to the Company, User or Driver violating the provisions of these General Terms and Conditions.

11.9. The Company indemnifies MyWheels against all claims by Users, Drivers or third parties due to damage occurring through or in connection with Services provided by MyWheels, a Contract or Reservation, or the non-fulfilment of obligations under the Contract or these General Terms and Conditions. This applies inter alia to claims that Users, Drivers or third parties (including occupants of a Vehicle) could enforce due to damage or injury caused by or in connection with the use of a Vehicle.

Own risk

11.10. The insurance excess is stated on the Website and in the App. This amount shall be borne by the Company.

11.11. The Company's liability per claim is limited to the amount of the excess, unless the damage and costs:

- a. have arisen because the Company, the User and/or Driver have failed to fulfil their obligations under the Contract, a Reservation or these General Terms and Conditions;
- b. result from intent or gross negligence of the Company, the User, Driver or third parties.

11.12. If there is a situation as referred to in Article 11.11 under a and/or b, the Company shall be fully liable and shall indemnify MyWheels for all damages suffered and to be suffered by MyWheels as a result thereof.

Insurance

11.13. All MyWheels Vehicles are insured against damage for the agreed duration of a Reservation. MyWheels has also taken out passenger insurance for all occupants of the Vehicle.

12. Liability

12.1. MyWheels is liable for (direct) damages suffered by the Company which are the result of a failure to comply with the General Terms and Conditions which can be attributed to MyWheels. However, only those damages for which MyWheels is insured are eligible for compensation and only up to the amount paid out by the insurer in the relevant case.

12.2. In any event, the following shall not be eligible for reimbursement:

- a. property damage, such as - but not limited to - trading loss, consequential damage, delay damage and loss of profit;
- b. damage caused by acts or omissions of the Company, Users, Directors or third parties contrary to instructions provided by MyWheels or contrary to these General Terms and Conditions;
- c. damages as a direct result of incorrect, incomplete and/or faulty information provided to MyWheels by or on behalf of the Company, Users or Directors;
- d. damages relating to the security of data stored by the Company, Users or Drivers on MyWheels systems;
- e. damages related to (the content of) information that reaches the Company, Users, Directors or third parties when using the services;
- f. the consequences of incorrect or incomplete content of information(services) provided with the services;
- g. damages relating to the loss, mutilation or rendering unusable of data stored or transmitted digitally or electromagnetically;
- h. damages related to reproduction or disclosure of confidential or valuable information;
- i. damages resulting from the temporary inaccessibility of the Website or App, regardless of the reason;
- j. damages due to the fact that, despite a Reservation, a Vehicle turns out not to be available;
- k. damage resulting from loss or theft of personal or company property;
- l. damages resulting from failure to renew a Reservation on time, including damages resulting from failure to insure a Vehicle;
- m. damages or fines arising from the use of a Vehicle in violation of applicable laws and regulations.

- 12.3. If the damage of the Company qualifies for compensation and (i) the insurer of MyWheels does not pay out for whatever reason or (ii) the damage in question is not covered by MyWheels' insurance for whatever reason, the compensation of the damage shall be limited to a maximum of EUR 1,250 excluding VAT, unless there is intent or conscious recklessness on the part of the management of MyWheels.

13. Privacy

- 13.1. The data from the technology referred to in clause 11.5 will be by MyWheels processed (including reading and analysis) and may be shared with third parties (such as, for example, the police and its insurer). The driving behaviour is used as input for MyWheels' algorithm (**CARMA**) to predict and prevent dangerous situations on the road and damage to the Vehicles. More information on the processing and sharing of this data as well as CARMA can be found in MyWheels' Privacy Statement and the [CARMA FAQ document](#).
- 13.2. The Company, User and Driver hereby declare to be aware of the [Privacy Statement](#) of MyWheels, as displayed on the Website and in the App of MyWheels. This includes how privacy rights can be exercised.
- 13.3. MyWheels and the Company are independent data controllers within the meaning of the AVG. The Company indemnifies MyWheels against all claims by Users, Directors or third parties (which also includes employees of the Company) for damages arising from or in connection with the failure to comply with obligations under applicable privacy laws and regulations, including - but not limited to - the AVG.

14. Complaints

- 14.1. If the Company has not reported any defects to MyWheels in writing, stating reasons, within a reasonable period of 8 (eight) days, after (completion) delivery of the services or products by MyWheels, it shall be deemed that the services rendered or products delivered have been accepted by the Company and comply with the requirements and performance stipulated in the Contract.

15. Disputes and applicable law

- 15.1. All agreements concluded by MyWheels shall be governed exclusively by Dutch law.
- 15.2. All disputes between the parties shall be settled exclusively by the District Court of North Netherlands, location Amsterdam.

Annex 1- Overview of fines and additional costs

The following penalties and additional charges apply:

Violation	Fines/ additional costs	Total including administration costs
Service trip at the hands of user	€40,-	€60,-
Returning the car with an empty tank (<25%)	€30,-	€50,-
Electric car not (correctly) connected to charging station	€30,-	€50,-
Windows not closing after drive without additional damage	€30,-	€50,-
Car not closing after drive without additional damage	€30,-	€50,-
Car returned late	€80,-	€100,-
Lost fuel card / charge card	€80,-	€100,-
Car left dirty	€130,-	€150,-
Windows not closing after drive with additional damage	€180,-	€200,-
Car not closing after drive with additional damage	€180,-	€200,-
Empty starter battery cause	€180,-	€200,-
Empty traction battery cause	€330,-	€350,-
Smoking in a car	€230,-	€250,-
Transporting pets that leave traces	€230,-	€250,-
Putting car back in wrong place	€330,-	€350,-
Fuel card/charge card fraud (+ reporting police)	€330,-	€350,-
Lost charging cable	€380,-	€400,-
Failure to report a damage during trip	€500,-	€520,-
Faulty parking (causing towed away)	€730,-	€750,-
Lost key	€1.000,-	€1.020,-
Letting a person drive who has not been added as an additional driver	€1.000,-	€1.020,-

An administrative surcharge of €20 is added to each fine to cover operational costs such as monitoring, processing and communication, unless otherwise stated.