

General terms and conditions of MyWheels for private customers, self-employed persons (ZZP-ers) and sole traders

1. Definitions

Subscriber	A natural person (also including self-employed persons (ZZP-ers) or sole traders) who enters into a Subscription with MyWheels for private purposes.
Subscription	The agreement between MyWheels and Subscriber under which the Services may be used for payment during the agreed period and whether or not against payment of a Subscription Fee. Subscriptions may differ from one another, for example in terms of pricing.
Subscription Fee	The monthly fee (if any) payable by Subscriber to MyWheels pursuant to a Subscription.
Account	the personal account created by a natural person, which, after approval and activation by MyWheels, allows the Subscriber or Partner to use the Services under the Subscription.
General Terms and Conditions	These General Terms and Conditions of MyWheels for private customers (also including ZZP-ers and sole traders).
Additional Terms and Conditions	specific terms and conditions that MyWheels, in addition to these General Terms and Conditions, may agree with Subscriber (e.g. terms that apply to a Bundle and/or a particular promotion).
App	MyWheels' smartphone application.
Automatic Discount	has the meaning listed under "Bundle".
Driver	a natural person, who in the framework of a Reservation is entitled to temporarily use a Vehicle, including in any case a Subscriber and/or a Partner. In addition, it can be a natural person with their own Subscription, who is additionally added to a Reservation (not being a Partner).
Bundle	a bundle consisting of (i) an automatic discount on kilometre and/or hourly rates (Automatic Discount) or (ii) a travel credit (Discount), which Subscriber can use 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 Subscriber for a Bundle. The Bundle Rate is a Dynamic Rate.
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.
Partner	A natural person, with their own Account, with whom the Subscriber shares their Subscription.
Service(s)	the services to be provided by MyWheels, pursuant to the Subscription and on the basis of these General Terms and Conditions, against payment, which mainly consist of (i) a right to use the Website and the App and (ii) making Vehicles available for a certain period of time and against payment of a Rental Fee (<i>rental</i>) for temporary use.
Dynamic Rates	The rates of MyWheels which are subject to continuous change, as stated on the Website and in the App, which also transparently explains the reason for and method of adjustment of the rates, so that Subscriber is at all times able to take the decision not to place a Reservation. Dynamic Rates are in any case the hourly and kilometer rates, the Starting Rate and the Bundle Rate.

Rental Fee	the fee payable by Subscriber to MyWheels on account of a Reservation and determined on the basis of the Dynamic Rates.
Discount	has the meaning stated under "Bundle".
MyWheels	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 (Subscription)	A Subscription under which Subscriber owes MyWheels only the Rental Fee - and no fixed Subscription Fee
Reservation	a (separate) agreement between MyWheels and Subscriber pursuant to which one or more Drivers are entitled - on the basis of these General Terms and Conditions - to temporarily use a Vehicle for a certain period and against payment of a Rental Fee.
Starting Fee	the fee payable by Subscriber by default at unlocking the Vehicle at the beginning of the reserved ride. The Starting Fee is a Dynamic Rate.
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 Subscriptions 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.
- 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 is at all times entitled to amend or supplement these General Terms and Conditions. Amendments shall also apply in respect of Subscriptions already concluded subject to a period of at least thirty (30) days after the announcement of the amendment on the Website, in the App or by electronic message. If Subscriber does not wish to accept a change in these terms and conditions, he may cancel the Subscription pursuant to article 5 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 will remain fully applicable to a Subscription 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 Subscriber has an obligation to ensure that Subscribers, Drivers and third parties are aware of and comply with these General Terms and Conditions. All provisions of these General Terms and Conditions apply in full to Subscribers and Drivers, it being understood that Subscriber is at all times fully liable for:
 - a. conduct of Members, Drivers and third parties;
 - 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 a breach of these General Terms and Conditions, MyWheels shall be entitled to additionally claim damages suffered to the extent that they exceed the fine amount. This also applies if Subscribers, Drivers and third parties acted without the knowledge or consent, or contrary to instructions of Subscriber.

3 Registration and Account

3.1 To be eligible for an Account, an applicant 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 accessible by e-mail and telephone;
- d. be in possession of a valid driving license for at least one (1) year (please refer to the Website to find out which driving licenses are accepted);
- e. have a Visa, Mastercard, or AMEX debit or credit card;
- f. and/or – only if MyWheels has expressly consented to this in advance and in writing - have their own bank account with a bank within the SEPA area for the purpose of a SEPA direct debit;
- g. have accepted these General Terms and Conditions and the Privacy Statement.

For an applicant who is a self-employed person or a sole proprietor, an applicant should additionally:

- g. be registered with the Chamber of Commerce;
- h. have a demonstrable business address in the Netherlands.

3.2 A ZZP-er or sole trader can also add the company name to an Account, so that this company name will also appear on the invoices of the Subscriber. MyWheels is under no circumstances obliged to make a distinction on the invoice between Reservations for private and business purposes, or to draw up different invoices for these.

3.3 When registering the Account – or latest with the first Reservation - the payment method selected by the applicant is verified. The account holder's name and creditworthiness are also checked during this process. With or after the first Reservation or registration, a requested Account will be checked by MyWheels on amongst others the following points:

- a. the validity of the driving license via a check at the RDW;
- b. the driving license photograph is checked for authenticity features;
- c. security verification via SMS.

Notwithstanding the foregoing, Mywheels may, on a case-by-case basis, decide to verify the selected payment method or the provided bank account in a different manner. For example, if the verification described above fails for any reason.

3.4 An Account is only active after the registration has been checked and approved by MyWheels. MyWheels partly checks an application for an Account during or after making the first Reservation. MyWheels will do so as soon as possible but has no obligation to do so on the day the Reservation is made.

3.5 The Subscriber is fully responsible and jointly and severally liable for the consequences of the use made of an Account, and/or the corresponding username and password, including the placing of Reservations, even if a third party has gained (unauthorized) access to the Account. Furthermore, the Subscriber has the obligation to take effective (security) measures himself, such as enabling two-step verification or regularly changing passwords.

3.6 MyWheels may assume that when someone logs in with a name or password belonging to an Account, that person is entitled to do so. As soon as a Subscriber suspects that his/her password or username is in the hands of unauthorized persons or that an unauthorized third party has access to the Account, the Subscriber must immediately block the Account and/or change the password and notify MyWheels of this immediately.

3.7 MyWheels is entitled within the legal framework to obtain information from third parties about the applicant for an Account or about the Account of a Partner, and to do so without giving specific reasons:

- a. refuse (activation of) a requested Account or impose additional requirements on the provision or use of an Account;

b. deny a Subscriber (or a Partner) access to a (linked) Account for a limited time or permanently.

4 Linking/sharing Account

- 4.1 A Subscriber may request MyWheels, on payment of a deposit, to link his/her (active) Account with the Account of a Partner, provided that the Partner:
- a. resides at the same address (in the case of private Subscribers); or
 - b. is an employee (in the case of self-employed and sole proprietors).
- 4.2 After linking the Account, the Partner may, pursuant to the Subscriber's Subscription, use Services.
- 4.3 MyWheels is entitled to limit the number of links per Account. Please refer to the Website for the current number of Accounts that can be linked.

5 Subscription

- 5.1 Subject to the other provisions in these General Terms and Conditions, a Subscription comes into effect as soon as an Account is activated by MyWheels. This is in principle a so-called 'Start Subscription', which the Subscriber can change to another (non-business) Subscription via the Account.
- 5.2 Subscriber may owe a Subscription Fee to MyWheels under a Subscription.
- 5.3 A Subscription is entered into for a minimum duration ranging from one (1) month to a maximum of twelve (12) months. Once the minimum duration has ended, the Subscription will automatically be converted into a Subscription for an indefinite period. During the minimum duration, the Subscription cannot be terminated prematurely, unless otherwise agreed in writing. A Pay-per-Use Subscription is entered into indefinitely.
- 5.4 Towards the end of the minimum duration and after its expiry, a Subscription may be cancelled at any time by the Subscriber via the App, or by MyWheels, subject to one (1) month's notice. For example, if the minimum duration of the Subscription expires on 1 November, the Subscription must be cancelled by 1 October at the latest. After that, the Subscription continues automatically and can be cancelled monthly. A Pay-per-Use Subscription can be cancelled at any time by Subscriber via the App, or by MyWheels, with immediate effect. The notice period commences on the first day on which MyWheels or Subscriber respectively has received confirmation of a cancellation.
- 5.5 In the event of cancellation of the Subscription by Subscriber, the obligation to pay the Subscription Fee ceases with effect from the first day of the month following the month in which MyWheels received the cancellation. Any Subscription Fees paid will not be refunded.
- 5.6 Termination of a Subscription does not release Subscriber from the obligation to pay costs, - fines, outstanding invoices, damages or to meet other payment obligations towards MyWheels.
- 5.7 These General Terms and Conditions shall remain in force even after the termination of a Subscription and shall apply to conduct (acts or omissions) undertaken by a Subscriber, Partner, Driver and/or third parties prior to the termination of a Subscription.
- 5.8 Termination of a Subscription does not immediately result in the removal of all (personal) data. MyWheels has the right to keep these and the associated data for as long as this is (legally) necessary.
- 5.9 If and as long as, in the opinion of MyWheels, a Subscriber, Partner, Driver and/or third party acts in breach of obligations under the Subscription, a Reservation and/or these General Terms and Conditions (or is suspected to do so, in each case at the sole discretion of MyWheels), or in the event of (the filing of) bankruptcy of Subscriber or the Subscriber becoming subject to the Dutch Natural Persons Debt Rescheduling Act WSNP), MyWheels will be, without being liable to pay any compensation and without prejudice to its further rights:
- a. to suspend in whole or in part its obligations under the Subscription, a Reservation and/or these General Terms and Conditions without further notice;
 - b. make such suspension subject to further conditions;

- c. entitled to unilaterally terminate all or part of the Subscription or a Reservation by written notice to Subscriber;
 - d. entitled to, without further notice, supervise a Vehicle or take back a Vehicle;
 - e. upon suspicion of criminal offences, to the extent not contrary to laws and regulations, authorized to notify the authorities and in doing so, to provide all relevant details of Subscriber, Partner, Driver and/or third parties.
- 5.10 MyWheels is at all times entitled to a Subscription or the rights and obligations arising therefrom to third parties.

6 Offer

- 6.1 All offers by MyWheels to enter into a Subscription and Reservations, as stated on the Website or in the App are without obligation, unless expressly stated otherwise.
- 6.2 Each offer relating to Subscriptions and Reservations shall contain a complete and accurate description of the products, digital content and/or services offered and such information that it is to the Subscriber (or Driver) what the rights and obligations are, which are attached to the acceptance of the offer.
- 6.3 When MyWheels places a Vehicle on the Website or in the App, MyWheels thereby mentions, to the extent to the Vehicle in question:
- a. the make, type, registration number, color and type of fuel the Vehicle runs 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 regarding the use of the Vehicle.
 - d. the period(s) of availability of the Vehicle.
 - e. the Vehicle Rental Fee payable by Subscriber;
 - f. any applicable Bundle. Bundles may also be offered separately.
- 6.4 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.

7 Reservation

- 7.1 Subscriber or Partner can, from the Account, place Reservations via the Website or in the App for a period (start and end time) to be specified in that respect.
- 7.2 Subject to the other provisions of the General Terms and Conditions, a Reservation comes into effect as soon as it is expressly accepted by MyWheels.
- 7.3 MyWheels cannot guarantee that a Vehicle will be available at all times, even after a Reservation has been accepted. If a Vehicle - for whatever reason - is not available, MyWheels will endeavor to provide an alternative Vehicle.
- 7.4 Subscriber owes a Rental Fee to MyWheels in connection with a Reservation.
- 7.5 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 the Vehicle.
- 7.6 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 Subscriber.
- 7.7 MyWheels is entitled to set a maximum for the number of Reservations to be placed. In addition, MyWheels is entitled to refuse a Reservation or to attach further conditions to it.
- 7.8 The minimum age requirement may vary from one Vehicle to another.

- 7.9 A Driver (not being a Partner) can be added to a Reservation by means of his or her email address. They will receive a notification (e-mail, SMS or push message) asking him to accept the invitation. Subscriber guarantees that only Drivers with an activated Account will be added to a Reservation.
- 7.10 MyWheels is entitled to limit the number of Drivers per Reservation. Please refer to the Website for the current number of permitted Drivers.
- 7.11 A Reservation can, only if the Vehicle is still available, be extended by changing the end time of the relevant Reservation in the Account. Subscriber will owe additional fees in this case.
- 7.12 If agreed, a Reservation can be cancelled via the Website or in the App. MyWheels is authorized at all times to charge cancellation costs to Subscriber. Whether a cancellation fee is in a specific case and what the amount of the cancellation fee is stated on the Website.
- 7.13 Driver undertakes with regard to the use of the Vehicle to behave as befits a good hirer.
- 7.14 Driver is only authorized 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 of the Reservation, in the condition in which Driver received the Vehicle.
- 7.15 The Reservation ends when the Vehicle is locked, unless:
- a. the Vehicle has not been made available again to MyWheels in accordance with the conditions in clause 7.14;
 - b. there is one of the cases mentioned in clause 12.5 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 successive Driver.

8 Miles driven and declarations

- 8.1 When a Reservation has ended, MyWheels automatically reads the Vehicle's odometer readings. If this is not possible, for example due to a malfunction, Subscriber and Driver must provide an estimate of the number of kilometers driven. On this basis, the (final) invoice will be drawn up.
- 8.2 MyWheels shall at all times be entitled to pass on traffic and parking fines (including processing and administration costs) in full to Subscriber and/or pass them on to Subscriber.
- 8.3 If a Driver has paid refueling costs himself, these costs can be claimed by Subscriber from MyWheels. A refueling receipt must be sent to MyWheels by e-mail within five (5) working days of the date on which refueling took place, which must also include the registration number of the relevant Vehicle and the trip details, failing which the costs will not be reimbursed.

9 Bundles

- 9.1 Subscriber does not need a discount code to use an Automatic Discount; the discount will be settled automatically on the next invoice(s) after Subscriber purchases the Bundle.
- 9.2 To use a Discount, or other types of discounts, Subscriber will receive - upon purchase of a Bundle - a discount code. Subscriber must enter this discount code when (making) (a) future Reservation(s).
- 9.3 After expiry of the limited period of a Bundle or after a Bundle has been used, Subscriber will no longer be able to use the Bundle. Under no circumstances will a Bundle charge be refunded, even if, after expiry of the validity of the Bundle and/or a Reservation, it appears that not all the Bundle was used or due to the fact that Subscriber used more of the Bundle than necessary for a Reservation. Subscriber should at all times determine the amount of credit required for a given Reservation.
- 9.4 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.

10 Fees and charges

- 10.1 All rates and costs of MyWheels are shown in euros and - unless explicitly stated otherwise - are inclusive of sales tax and/or other government-imposed levies of any kind, but exclusive of administration fees and other additional costs.
- 10.2 MyWheels is at all times entitled to change the level of the Dynamic Rates and (other) tariffs and costs.
- 10.3 With regard to the Dynamic Rates, MyWheels will transparently explain on the Website and/or in the App the reason for and method of adjustment of the Dynamic Rates, so that Subscriber is able to take the decision not to place a Reservation at any time.
- 10.4 For (other) rates and charges, the change will be announced on the Website and in the App or by electronic notification no later than thirty (30) days before it takes effect. If Subscriber does not agree with such a change, he may cancel the Subscription in accordance with article 5 of these General Terms and Conditions by the effective date of the announced change.

11 Payment

- 11.1 In respect of the Subscription, the associated Reservation(s) and any costs, Subscriber will receive an invoice from MyWheels.
- 11.2 Payments shall in principle be made in advance:
- The following applies to the Rental Fee:
 - This must be paid no later than when the Vehicle is unlocked.
 - If the Reservation is extended during the rental period, a new payment may be due;
 - After the Reservation ends, a final settlement will be made regarding the Rental Fee. MyWheels aims to complete this final settlement within seven (7) days after the end of the Reservation. Any overpayment of the Rental Fee will be automatically refunded. If an additional Rental Fee is due, it will be automatically charged using the payment method selected by the Subscriber. The Subscriber will receive an invoice for this additional Rental Fee.
 - If the parties have explicitly agreed that the Subscriber will pay in arrears by direct debit, MyWheels is entitled to require the Subscriber to pay a one-off deposit (see section 13 of these General Terms and Conditions).

The Subscriber will receive a separate invoice for any fines and fees owed. Payment is made in arrears using the payment method selected by the Subscriber.

- 11.3 If the payment referred to in the previous paragraph fails for any reason, the Subscriber must still pay the amount due within fourteen (14) days of the invoice date:
- a) by updating the payment method and/or ensuring there is sufficient balance;
 - b) or, only if MyWheels has expressly agreed to this in writing in advance, by transferring the amount due to a bank account specified by MyWheels and within fourteen (14) days of the invoice date, including the invoice number and customer number.

The time of payment is determined by the time at which MyWheels receives notification from its bank that the relevant amount has been credited to its account.

- 11.4 Any expenses will be reimbursed by MyWheels to the Subscriber, subject to the provisions of these General Terms and Conditions. A separate credit invoice will be issued for any such expenses.
- 11.5 If payment of an invoice after notice of default has not been made in full within the specified period, Subscriber is immediately in default by operation of law and is liable to pay the statutory (commercial) interest from the date after the due date of the relevant invoice, in which case that interest shall apply, with part of a month being regarded as a whole month. Furthermore, all extrajudicial collection costs (with a minimum of EUR 40) shall then be borne by Subscriber, on the understanding that the determination of the amount of the extrajudicial collection costs shall be in accordance with the Collection Costs Act and the Compensation for Extrajudicial Collection Costs Decree.

- 11.6 If Subscriber is in default of payment of any invoice referred to in this article, all other outstanding invoices shall also be immediately due and payable after notice of default and in the absence of full payment within the specified period.
- 11.7 Payments made by Subscriber serve respectively to settle costs due, interest and then due and payable invoices that have been outstanding the longest, even if Subscriber states at the time of payment that the payment to another invoice.
- 11.8 Without prejudice to provisions of mandatory law, Subscriber shall not be entitled to suspend and/or set off its payment obligations towards MyWheels against any payment obligations of MyWheels towards Subscriber.
- 11.9 MyWheels is entitled to set off all claims against Subscriber against any debt MyWheels may owe to Subscriber, including against (the refund of) any deposit.
- 11.10 All claims of MyWheels against Subscriber are immediately due and payable in the following cases:
- a. if, after the Subscription has been taken out, MyWheels learns of circumstances which give it good to fear that the Subscriber will not fulfil his/her obligations, such at the sole discretion of MyWheels;
 - b. if, when concluding the Subscription, MyWheels asked the Subscriber to provide security for, and this security is not provided or is insufficient;
 - c. in case of (filing for) bankruptcy of Subscriber or the Natural Persons Debt Rescheduling Act (WSNP) becoming applicable to Subscriber.
- 11.11 Notwithstanding mandatory provisions of law, MyWheels, based on its assessment of the creditworthiness of Subscriber, is at all times entitled to require security or full or partial payment in advance from Subscriber for the fulfilment of due and non-m due payment obligations. If and as long as Subscriber fails to provide the required security or full or partial payment in advance, MyWheels is entitled to suspend its obligations.
- 11.12 If Subscriber does not fulfil payment or other obligations towards MyWheels or does not do so on time, MyWheels has the to (temporarily) suspend the obligations that MyWheels has towards Subscriber or to (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, authorized to (temporarily) suspend the use of the Services if a payment is refused or reversed, until the outstanding amount is paid in full.
- 12 Damage, excess and insurance**
- 12.1 The Driver must check the car for damage(s) before using it and report any damage(s) found at that directly to MyWheels. Already known damage(s), as shown on the Website or in the App, need not be reported again to MyWheels.
- 12.2 Subscriber bears the risk and is liable for all damages due to any cause whatsoever, from the moment of actual commissioning of a Vehicle by a Driver until the moment of termination of the Reservation as to in clause 7.14 or clause 7.15. 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 to Vehicle Documents and/or the number plates;
 - e. failure to comply with obligations under the Subscription, a Reservation or these General Terms and Conditions.
- MyWheels advises a Driver to also check the Vehicle for damage(s) at the end of a Reservation.
- 12.3 Subscriber indemnifies MyWheels - subject to mandatory provisions of law - from all claims by Subscribers, Drivers or third parties due to damage occurring through or in connection with Services provided by MyWheels, a Subscription or Reservation, or non-compliance with obligations under the Subscription or these General Terms and Conditions. This applies inter alia to claims that Members, Drivers or third parties (including occupants of a car) could assert for damage or injury occurring through or in connection with the use of a Vehicle.

- 12.4 In the event of an accident or any other event resulting in damage, Subscriber, Partner and Driver, each of them, are obliged:
- a. Notify MyWheels within 24 hours;
 - b. follow the instructions of MyWheels;
 - c. alert the police on site if necessary;
 - d. provide any requested and unsolicited information and all documents relating to the event to MyWheels or its insurer 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 authorized to charge the Subscriber for the full amount of the damage and any additional costs;
 - f. not to admit liability in any way;
 - 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. minimize damage wherever possible;
 - j. in the event of theft, embezzlement, burglary, vandalism, suspected arson and other damage by third parties (whether or not caused during the Reservation), immediately report this to the police and submit a copy of the police report to MyWheels.
- 12.5 Subscriber, Partner and Driver are not allowed to:
- a. to use the Vehicle for acts and/or conduct contrary to applicable legal provisions and/or these Terms and Conditions;
 - b. hire out the Vehicle, use the 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 trials, or similar events;
 - c. allow persons other than a Partner or Driver registered with MyWheels under the same Account to drive the Vehicle;
 - d. act or omit to act contrary to instructions provided by MyWheels including these General Terms and Conditions;
 - e. make changes to the Vehicle;
 - f. attaching attachments and/or accessories to the Vehicle;
 - g. the use of a trailer, folding trailer or similar is allowed only if the authorized mass of the Vehicle is not exceeded and if the applicable laws and regulations are complied with (such as - but not exclusively - a separate number plate);
 - h. smoking (including 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 sexual acts in the Vehicle;
 - i. use a (mobile) phone, tablet, smartwatch or similar products while driving, or perform other actions that influence driving behavior;
 - j. returning the Vehicle with less than the prescribed amount of fuel/electricity
 - k. (continue to) drive the Vehicle when a warning light is on, when the Vehicle has a flat tyre and/or other defects;
 - l. act contrary to the charging instructions of an electric Vehicle;

- m. use a fuel card, charge card or similar means of payment for other Vehicles or purposes than for fuel or electricity for the (reserved) Vehicle;
 - n. have any damage or defect to the Vehicle repaired without the express and prior consent of MyWheels;
 - o. to tow and/or salvage the Vehicle (or have it towed) without MyWheels' express and prior consent;
 - p. failing to leave the Vehicle clean and/or empty after use, or to close doors, windows and/or the glove box properly and/or failing to switch off the lights;
 - q. leaving the Vehicle unattended without locking it;
 - r. 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.
- 12.6 Subscriber is obliged to reimburse MyWheels for any direct and indirect damages arising due to or as a result of Subscriber, Partner or Driver violating the provisions of these General Terms and Conditions.
- 12.7 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.
- 12.8. The insurance excess is stated in Annex 1 (and on the Website /App). This amount shall be borne by Subscriber. If the Subscriber did not pay a Deposit the insurance excess will automatically be lowered and Subscriber will owe an additional fee. The applicable conditions and rates can be found in Annex 1 (and on the Website / App).
- 12.9 Subscriber's liability per claim is limited to the excess, unless the damage and costs:
- a. have arisen because Subscriber, Partner and/or Driver failed to comply with the obligations under the Subscription, a Reservation or these General Terms and Conditions;
 - b. result from intent or gross negligence of Subscriber, Partner, Driver or third parties.
- 12.10 If there is a situation as referred to in clause 12.9, Subscriber is fully liable and will indemnify MyWheels - subject to provisions of mandatory law - for all damages suffered and to be suffered by MyWheels as a result.
- 12.11 Without prejudice to MyWheels' right to full compensation, MyWheels shall be entitled - in lieu of claiming compensation - to impose a penalty in accordance with the applicable rate in Annex 1 on Subscriber for shortcomings, misconduct, improper use of and/or damage to the Vehicle
- a. the amount of the fines is tailored to the actual costs incurred by MyWheels as a result of the actions of the Subscriber, Driver or User. To avoid misunderstandings, the Parties do acknowledge that in the case of a number of failures, the penalty refers 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 are not objectively measurable (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 Subscriber, Driver or User commits multiple offences within the same Reservation, the corresponding fines may be combined. In this case, the administrative surcharge of €20 will be 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 penalty must be within 14 days of receiving the penalty submitted by manner indicated by MyWheels. MyWheels is not required to consider objections that are not submitted on time or incorrectly.

13 Deposit

- 13.1 A deposit is payable by Subscriber to MyWheels in the following cases:
- a. when linking an Account as referred to in Article 4 of these General Terms and Conditions;
 - b. if parties agreed to 'paying afterwards' by direct debit as referred to in article 11.2 of these General Terms and Conditions;
 - c. if the option to reduce the excess per trip is enabled via the Account.

- 13.2 The deposit serves as financial security for the (payment) obligations of Subscriber in respect of the Subscription.

14 Liability

- 14.1 MyWheels is liable for any (direct) damage suffered by Subscriber that result from a shortcoming attributable to MyWheels in the fulfilment of the General Terms and Conditions. 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.
- 14.2 In any case, not 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 Subscriber, Partners, Drivers or third parties contrary to instructions provided by MyWheels or contrary to these General Terms and Conditions;
 - c. damage as a direct consequence of incorrect, incomplete and/or faulty information provided to MyWheels by or on behalf of Subscriber, Partners or Drivers;
 - d. damages relating to the security of data stored by the Subscriber, Partners or Drivers on MyWheels systems;
 - e. damages related to (the content of) information reaching the Subscriber, Partners, Drivers or third parties when the services;
 - f. the consequences of incorrect or incomplete content of information (services) provided with the services;
 - g. damages relating to the loss of, mutilation of or rendering unusable 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 the failure to renew a Reservation on time, including damages resulting from a Vehicle not being insured;
 - m. damages or fines arising from the use of a Vehicle in violation of applicable laws and regulations.
- 14.3 If the damage of Subscriber is eligible for compensation and (i) the insurer of MyWheels does not pay out for any reason or (ii) the damage in question is not covered by MyWheels' insurance for any reason whatsoever, the compensation of the damage is limited to a maximum of EUR 1,250, unless there is intent or willful recklessness on the part of the management of MyWheels.

15 Privacy

- 15.1 MyWheels' Vehicles are equipped with modern technology for the purpose of positioning, driving behavior and operating the Vehicle. The data from this technology, which may contain personal data, is processed by MyWheels (including reading from and analyzing) and may be shared with third parties (such as, for example, the police or the insurer). The driving behavior 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](#).
- 15.2 Subscriber, Partner and Driver hereby declare that they are 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.

- 15.3 The Subscriber indemnifies MyWheels against all claims by Users or Drivers for damages occurring due to or in connection with the Subscriber's failure to comply with obligations under applicable privacy laws and regulations, including - but not limited to - the AVG.

16 Complaints

- 16.1 The services provided and products delivered by MyWheels in the context of a Subscription shall in any case be inspected by Subscriber and Driver within a reasonable period of time following provisioning or delivery. If Subscriber and/or Partner have not reported any defects to MyWheels via e-mail or the contact form on the Website within the aforementioned reasonable period following provisioning or delivery, the services provided or products delivered will be deemed to have been accepted by Subscriber and Partner and to comply with the requirements and performance set out in the Subscription.
- 16.2 Other defects to services provided and products delivered not visible at the time of delivery or completion must be reported to MyWheels two (2) months of their discovery after they could reasonably have been discovered, via e-mail or the contact form on the Website and supported by reasons, failing which it shall be deemed that the services provided or products delivered have been accepted by Subscriber and Partner and comply with the requirements and performance set out in the Subscription.

17 Disputes and applicable law

- 17.1 All agreements concluded by MyWheels shall be governed exclusively by Dutch law.
- 17.2 Except for provisions of mandatory law, all disputes between the parties shall be settled by the District Court of Noord-Nederland, located in 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 Vehicle with an empty tank (<25%)	€30,-	€50,-
Electric Vehicle not (correctly) connected to charging station	€30,-	€50,-
Windows not closed when parked during or after a drive without additional damage	€30,-	€50,-
Vehicle not closed when parked during or after a drive without additional damage	€30,-	€50,-
Vehicle returned late	€80,-	€100,-
Lost fuel card / charge card	€80,-	€100,-
Vehicle left dirty or untidy	€130,-	€150,-
Windows not closed when parked during or after a drive with additional damage	€180,-	€200,-
Vehicle not closed when parked during or after a drive with additional damage	€180,-	€200,-
Empty starter battery cause	€180,-	€200,-
Empty traction battery cause	€330,-	€350,-
Smoking in a Vehicle	€230,-	€250,-
Transporting pets (that leave traces)	€230,-	€250,-
Parking car in wrong place and not in its designated area or spot	€330,-	€350,-

Fuel card/charge card fraud (+ reporting to police)	€330,-	€350,-
Lost charging cable	€380,-	€400,-
Failure to report damage occurred before, during, or after a drive	€500,-	€520,-
Faulty parking (causing Vehicle being 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 charge of €20 is added to each fine to cover operational costs such as monitoring, processing and communication, unless otherwise stated. The own-risk deductible is €500. An (additional) administrative fee of €25 is charged for processing insurance claims.