

Welcome to GO Sharing

1 General

These are the general terms and conditions (“**the Terms and Conditions**”) of GO Sharing B.V. (“**GO Sharing**”) which apply these Conditions to all Users (“**the Users**” or “**the User**”) who use the GO Sharing App (“**the App**”) and all other services of GO Sharing.

To reserve, unlock, rent, and use our vehicles (“**Vehicles**” or “**Vehicle**”), the User must accept these Conditions upon registering via the App. You must provide us with all necessary information to complete the verification process for activating your account (“**Account**”). Your account is strictly personal and thus for your use only.

If you want to know more or if anything in these Conditions is unclear to you, please visit the GO Sharing website: www.go-sharing.com (“**the Website**”) or contact our customer service (“**Customer Service**”) by phone at +31 (0) 85 107 0505 or by email at info@go-sharing.nl.

2 Account

2.1 You are responsible for your Account, including its accuracy, security and use, as well as access thereto.

2.2 If you suspect that someone else is using your Account, you must report this immediately to our Customer Service.

2.3 If we suspect non-compliance with the Terms and Conditions, we may refuse your registration, block Account or suspend, terminate or otherwise limit our Services (including the Use itself) at our discretion. We may refuse your registration without giving any reason.

2.4 It is not allowed to give other persons access to your Account and it is not allowed to use the personal information, payment credentials or the personal identification documents (such as driving license) of a third party or person for the creation of the Account.

2.5 In case of unauthorized use of the App, your data, or your Account, whereby we or a third party have suffered damage or had to incur extra costs, you are liable. This includes situations where unauthorized use has led to theft, damage, or abuse of our Vehicles. In the event of a violation of this article, your Account will be blocked. In addition, a fine will be imposed, as specified in article 7.1 of the terms and conditions, and legal steps may be taken.

3 Use of the Vehicles

3.1 Reservation Disclaimer: A successful reservation does not necessarily ensure the availability of functioning Services. By reserving, you acknowledge and accept the potential unavailability of Services.

3.2 Usage Termination Confirmation: The use of the Services is officially concluded only when we send a confirmation message in the App stating that the usage has been successfully terminated.

3.3 Limited Usage Period: The allowed period for using our Services is strictly limited at a maximum of seven days. Exceeding this duration is a breach of these Terms and Conditions and may result in additional charges or legal action.

3.4 Responsible Use and Conduct: You must adhere to all applicable rules of the road, the local APV and standards of decency. The Vehicles and the Services should be handled with utmost care, ensuring responsible usage at all times.

3.5 Battery Requirements: Before initiating use, it is your responsibility to check and ensure that the Vehicles has adequate battery capacity for your intended journey. Failing to return the Vehicles with the necessary battery level will be considered a violation of these Terms and Conditions.

3.6 Mandatory Locking: Upon the completion or mid-term cessation of your use, it is mandatory to securely lock the Vehicle through the App. In case of a deficiency and/or defect in the Vehicle, you must report this in the App. If you do not do this? Then it means that you will be held liable.

3.7 Vehicle Return Standards: Post-use, the Vehicles, along with any of its accessories, must be returned in a clean, complete state, devoid of any personal property. Non-compliance may result in additional cleaning fees and/or charges.

3.8 Photographic Documentation Requirements: After using the Vehicles, you are required to take a clear photograph showing the Vehicle's number plate or ID number if any, its position on the road, and overall condition. Failure to provide a compliant photograph may result in your liability for any damages or fines incurred due to improper parking or other related issues.

3.9 Immediate Response to Vehicle Warnings: If any warning signs are displayed on the Vehicle's cluster/dashboard, you must immediately cease using the Vehicle and contact our Customer Services to assess whether it is safe to continue the journey.

3.10 Liability for Rule Violation Costs: You will bear all costs resulting from the use of the Vehicles in contravention of applicable road rules or these terms. These costs include, but are not limited to, administrative and debt collection expenses, especially in cases where the vehicle has been impounded or towed.

3.11 User Responsibility for Technical Compatibility: You are solely responsible for possessing and using a mobile device that meets all technical requirements necessary for the use of our App. Incorrect or incompatible device usage leading to service disruption will be your responsibility. This includes, among other things, ensuring a stable 4G or 5G connection in order to be able to lock the Vehicles.

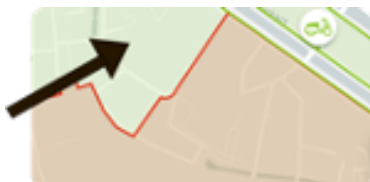
3.12 Specific Parking Protocols: When using the Vehicles, you must park them in line with the instructions, signs and warnings within the App and always in adherence with the mandatory traffic laws and local restrictions.

3.13 Strict Prohibitions in Vehicle Use: Under no circumstances is smoking or transporting pets in the Vehicle permitted as well as riding under influence of any forbidden substances. Violation of this rule will result in penalties and potential legal action.

3.14 Exclusive User Responsibility and Fines: All fines incurred during the use of the Vehicle will be charged to the registered driver. It is strictly prohibited for anyone other than you to use the Vehicle. For passing on fines, administrative fees will be charged, as mentioned in article 7.1.

3.15 Deductible Policies for the Vehicles: The deductible for damage or accidents is set at €500.00 for e-scooters and e-bikes, which can be waived for an additional charge of €0.05 per minute.

3.16 The use of the Vehicles is only allowed within the specific (digital) service areas, which are indicated in the app as 'Service Area' or 'Service Areas'. Each service area is clearly displayed in the app and must be complied with as follows:



Green zone

The use and return of e-scooters is allowed here



Blue zone

Use and return of e-bikes are permitted.



Red zone

Neither use nor return of the Vehicle is permitted



Unmarked zone

Use is permitted, but return of the Vehicle is not.

3.17 Violations of these rules can lead to additional costs. This includes, but is not limited to, the costs we incur due to the non-compliance with these rules, a fine as specified in article 7.1 of these Terms and Conditions, and possible claims for lost profits. If the above explanation is not clear, please contact Customer Service for clarification.

4 Damage to the Vehicles

4.1 Pre-Use Inspection: Prior to using the Vehicle, you must inspect it for existing damages, including severe dirt and missing parts. If you notice any damage, dirtiness, and/or missing parts, then you should report this before your ride via the App or through Customer Service. If you do not do this? Then you may be held responsible.

4.2 Reporting Unrecorded Damage: If the Vehicle is considered unsuitable or unsafe for use, you must discontinue using it and report this via the App or contact customer service.

4.3 Damage Occurrence During Journey: Report any damages or technical issues that occur during the journey and contact Customer Services promptly and adhere to their instructions.

4.4 User Liability for Damages: You are liable for any damages incurred in accordance with your use of the Services, except if:

- The damage already existed and you reported this before your ride via the App or Customer Service.
- The damage resulted directly from instructions provided by GO Sharing.
- Legal regulations regarding liability dictate the damage is GO Sharing's responsibility.

5 Accidents involving the Vehicle

5.1 In the event of an accident, if necessary, first contact the local authorities for first aid. Regardless of the need for first aid, you must always fill out a damage report form and contact Customer Service. This damage report form, available from Customer Service, must be completed fully and truthfully and sent to Customer Service within 7 days. If you need help with this, Customer Service can assist.

5.2 You must remain at the site of the accident until: (1) the police have completed the data collection for the accident, or, if this is impossible, you have informed Customer Service, (2) if possible, you have completed a damage report with the other party, (3) you have taken appropriate steps in consultation with Customer Service to preserve any evidence and minimize further damage; and (4) the Vehicle has been handed over to a recovery service, or has been parked or moved in a safe manner in consultation with us.

5.3 If you make a statement acknowledging personal liability, this statement is only binding on you. GO Sharing and its insurers cannot be held to this personal statement of liability.

5.4 You are liable for all direct and indirect damage resulting from the accident unless the contrary is proven. Moreover, you are responsible for any damage not covered by the insurance.

5.5 If we have not received a damage report form within the period specified in article 5.1, our insurer cannot process the accident. In such a case, we reserve the right to recover all costs and damages associated with the accident from you.

5.6 If you receive a compensation payment that belongs to GO Sharing, you must report this on your own initiative to Customer Service.

6 Theft or loss of the Vehicle

6.1 Immediate Reporting: In case of the Vehicle loss or theft during the use of the Services, report immediately to Customer Services and adhere to their instructions.

6.2 User Liability for Theft/Loss: You are responsible for any damages due to loss or theft, except where you prove it wasn't your fault.

6.3 Circumstances Constituting Theft or Loss: Theft or loss is presumed if:

- The Vehicle is used after the official end of your session.
- Unauthorized transportation of the Vehicle occurs.
- Intentional damage, including dismantling, is inflicted on the Vehicle.
- The Vehicle isn't returned as per these Terms and Conditions and Instructions within the Service Area.

7 Consequences for violating the rules regarding the use of the Vehicles, and concerning damages, accidents, theft or loss

7.1 If, in the reasonable assessment of GO Sharing, you violate one of the rules stated under the relevant articles you will be charged as follows:

Rental related costs

- Exceptional cleaning costs €50,-

Improper use

- Another person uses your account/data, driving without a driver's license and/or fraud of the system: €500,-
- Vehicle left outside the service area (excl. third party costs) €75,-
- Vehicle parked incorrectly and/or in a nuisance manner (excl. moving) €75,-
- Moving illegally parked vehicles €50,-
- Vehicle locked in an inaccessible location (not available to others, an example; in your own shed) €500,-
- Driving and leaving vehicle abroad €1000,-
- Failure to correctly end a rental period, excluding any damage caused by this €75,-

Damages

- Damages caused by (incorrect) use: As per third party invoice
- Deductible per case of damage €500,-
- Costs for a total loss of a vehicle €3500,-
- Cost for failure to report a damage (excl. damage) €50,-

Traffic violations / offense

- Driving under the influence of drugs or alcohol €500,-
- Using vehicles other than as intended (e.g. racing, wheelies, driving on a highway) €250,-

Loss or theft

- Loss/Theft of helmet €90,-
- Loss/Theft of battery €1300,-
- Loss/theft of the vehicle (e.g. ride not properly closed, causing vehicle to remain 'on') €3500,-

Administration costs (including 21,00 VAT %)

- Administration fee €24,20

7.2 GO Sharing reserves the right to prohibit your use of certain vehicle types if we believe you have or will violate any terms of use, or for other significant reasons at our discretion. Additionally, you are responsible for any fines incurred during your rental period, such as for illegal parking. Administration costs will be charged for processing these fines. We will also provide GPS and other relevant data to government authorities for supervision and enforcement purposes.

8 Credit

8.1 If you purchase a credit for Use (the Credit), the date of issue will be the moment the Credit is visible on the Account.

8.2 Credits in the context of promotional activities are valid for 30 days. Other Balances will expire one (1) year from the date of issue.

8.3 Credits are personal and cannot be exchanged for money after the expiry of any statutory cooling-off period.

8.4 Any refund is only possible for unopened Credits.

9 Payment, disputes regarding the fees, collection of debt

9.1 Payment Obligation: By using our Services, you acknowledge and accept that you are legally bound to pay the fees as stated in our App, including any applicable subscriptions or discounts. Your agreement to these terms confirms your commitment to this payment.

9.2 Payment Method Selection: Before starting your ride, you must add and select a valid payment method. If a security deposit is required, you authorize us to charge it. You accept that providing false payment information may lead to legal consequences.

9.3 Late Payment: If your payment is overdue, we will initiate a collection procedure. You agree to bear all related costs, acknowledging that these will be passed on to you.

9.4 Damage and Accident Liability: In case of damage or an accident while using our service, you agree to pay the applicable excess fee. We will refund any excess if the actual costs are lower than the charged amount.

9.5 Acceptance of Fines: By agreeing to these Terms and by using the Services, you accept the responsibility for paying any fines, costs, or penalties that arise during the use of the Services, including for traffic violations or damages.

9.6 Fee Calculation: The total fee for each ride is calculated based on the duration of use, from unlocking to locking the Vehicles. By agreeing to these terms and by using our Services, you agree to this calculation method and the charges incurred.

9.7 Accurate Payment Profile: You are responsible for maintaining accurate and up-to-date payment profile information. Inaccurate information may result in legal action against you.

9.8 Handling Payment Failure: If your payment fails, we reserve the right to suspend your account and take legal action to recover the amount due, including through debt collection.

9.9 Third-Party Payment Authorization: If using a third-party's payment details, you confirm that you have their written consent. Failure to provide such consent can result in legal action against you for unauthorized use.

10 Third Party Billing

10.1 We may contact the third party whose payment details you have provided ("**the Third Party**") directly in order to verify whether you have obtained the required consent thereto.

10.2 If you do not have permission, you must pay the outstanding claims yourself and you are liable for any damage suffered by us.

10.3 If you have permission, then the Third Party is jointly and severally responsible and liable with you for all obligations arising from these Terms and Conditions.

11 Liability of GO Sharing

11.1 GO Sharing accepts liability solely for actions involving intentional misconduct or gross recklessness directly attributable to its executives. This encompasses deliberate acts or omissions and willful negligence that are conclusively proven.

11.2 In circumstances where GO Sharing's liability is established, it is restricted to the extent covered by our applicable insurance policies. Any compensation awarded shall be in accordance with the terms and limits of said insurance, subject to prevailing legal stipulations.

11.3 If an incident falls outside our insurance coverage, GO Sharing's cumulative liability shall not exceed EUR 25,000. This cap applies irrespective of the number of claims made.

11.4 We explicitly disclaim responsibility for any loss, damage, theft, or destruction of personal items stored, transported, or inadvertently left in our Vehicles. This extends to items affected by third-party actions, such as municipal services, parking facilities, vehicle cleaning or repair companies, and even misuse or negligence by previous users of our Vehicles.

11.5 Our liability does not cover any indirect, incidental, special, or consequential damages. This includes loss of profits, revenue, anticipated savings, business contracts, opportunities, goodwill, reputation; loss or corruption of data due to system malfunctions or cyber-attacks; harm to goods or persons using our vehicles; and any other intangible losses or damages that may arise from the use of our Services.

11.6 These limitations are aligned with mandatory legal duties and do not aim to limit liability in instances where it is legally prohibited or in matters involving gross negligence or willful misconduct on our part.

11.7 We are not liable for the actions or inactions of other parties we engage with or other users of our Services. This includes, but is not limited to, damages arising from parking violations, repairs, cleaning, or unauthorized use of our Vehicles by others. Third parties engaged by us can directly invoke these Terms and Conditions and Instructions against any claims made by the User.

11.8 We bear no responsibility for the loss of items by the User in our Vehicles. This encompasses items forgotten, stolen, or damaged during the usage of our Services.

12 Your liability and indemnification

12.1 You are solely responsible for any direct, indirect, incidental, consequential, or special losses, damages, and costs arising from your use of GO Sharing's services. This includes, but is not limited to, any loss or damage to the Vehicles and accessories, costs incurred due to accidents, and any associated administrative penalties and fines.

12.2 You assume all risks and liabilities associated with the use of any supplementary features on GO Sharing's Services, such as mobile phone holders. You will be solely responsible for any resultant damages or expenses.

12.3 Extensive Indemnification: You agree to indemnify and hold GO Sharing harmless against all fines, penalties, legal claims, actions, liabilities, losses, expenses, and damages, including reasonable legal costs, related to your negligent or wilful misuse of our services, violation of these terms, misrepresentation through our app, and any resulting harm, including personal injuries or property damage. Your obligation to indemnify GO Sharing remains valid beyond the termination of any rental agreement.

12.4 Account Suspension for Breach: In the event of a breach of these terms, GO Sharing reserves the right to temporarily or permanently suspend or deactivate your account. We will make reasonable efforts to notify you of any such action.

13 Cancellation

13.1 The Terms and Conditions must be terminated by the User in writing (including by e-mail).

13.2 In the event of violation of the Terms and Conditions, we can immediately terminate the Terms and Conditions. Otherwise, a notice period of two weeks applies to both parties.

13.3 In the event of termination, you must immediately pay any outstanding payments.

13.4 We may terminate any agreement with you without stating reasons.

14 Force majeure

GO Sharing shall be exempt from liability for any loss, damage, or service interruption arising from circumstances beyond our reasonable control. Such circumstances include, but are not limited to, technological malfunctions like connectivity issues and power outages; environmental and natural events such as severe weather conditions, floods, earthquakes, and other natural disasters; societal disturbances including riots, civil unrest, and acts of terrorism; global or regional health emergencies, including epidemics, pandemics, and government-imposed quarantines; and unforeseen and unavoidable occurrences typically classified as 'Acts of God.' Additionally, this exemption extends to legal and regulatory constraints or directives that impede our ability to deliver services as stipulated. In such scenarios, GO Sharing shall not be held accountable for any consequent non-performance or delay in the fulfillment of our obligations under these terms.

15 Personal data

15.1 Privacy Agreement: By using our Services, you consent to us collecting and processing your personal data in compliance with GDPR and related privacy legislation. Our comprehensive privacy and cookie policy, accessible on our website, outlines our data processing practices and is subject to periodic updates.

15.2 Accuracy and Updates: You ensure that your personal data is accurate and current, and agree to update any changes in your account, especially contact and payment information.

15.3 Consequences for Inaccurate Data: If your data is found to be incorrect, we may suspend or deactivate your account and terminate our agreement.

15.4 Data Sharing with Authorities: In legal circumstances like fines, theft, or other offenses involving our vehicles, we will disclose necessary data, including vehicle tracking and your contact details, to law enforcement.

16 Other conditions

16.1 Amendments and Notification: We reserve the right to modify these Terms and Conditions, with changes communicated through the App and on our Website. By continuing service use post-modification, you accept the updated terms.

16.2 Provision Validity: If any provision is deemed invalid or unenforceable, the remaining terms remain in full force and effect.

16.3 Governing Law and Jurisdiction: Dutch law governs these Terms. Disputes are subject to the jurisdiction of Amsterdam courts, unless otherwise mandated by law.

16.4 Assignment of Rights: We may transfer our rights and obligations under these Terms, and you consent to such transfers. Furthermore, we reserve the right to transfer our claims against you for any reason. In such cases, we will notify you. Your payment obligations then shift to the claim's new holder, fully releasing us from those specific obligations. We will remain accessible for general inquiries and grievances.

16.5 Dispute Resolution: In case of disputes, we aim for amicable resolution. If unresolved, disputes will be brought before Amsterdam courts.

16.6 Written Communication: Communication, including legal notices, may be conducted through email, satisfying legal requirements for written communication.

16.7 Completion of Service: Upon completing an individual rental agreement, you acknowledge the fulfillment of our service and waive your right to dissolve the agreement under specific provisions of Dutch law.