

# General Terms and Conditions of MyWheels for corporate customers (non-profit, SME and major corporation)

## 1. Definitions

Account	The personal account, created for the benefit of a User or Driver, with which a User or Driver, after approval and activation by MyWheels, can use the Services, or allow them to be used, pursuant to a Contract.
General Terms and Conditions	These general terms and conditions of MyWheels for corporate customers (non-profit, SME and major corporation).
Additional Conditions	Specific conditions that MyWheels may agree with the Company in addition to these General Terms and Conditions, for example, conditions that apply to a Bundle and/or a specific promotion.
App	The MyWheels smartphone application.
GDPR	The General Data Protection Regulation.
Automatic Discount	As defined under "Bundle."
Company	The natural person who, or legal entity (non-profit, SME and major corporate) 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 a personal Account, who can be added to an Account by a User and thus, in the context of a Reservation, is entitled to temporarily use a Vehicle in addition to the User.
Bundle	A package consisting of (i) an automatic discount on kilometer and/or hourly rates ( <b>Automatic Discount</b> ) or (ii) a travel credit( <b>Discount</b> ), which the Company may use (or allow to be used) in connection with any future Rental Fee(s) due. The composition and (limited) validity of a Bundle may vary.
Bundle Fee	The fee payable by the Company for a Bundle. The Bundle Fee is a Dynamic Rate.
Contract	The agreement, being a subscription, between MyWheels and the Company pursuant to which a User can use the Services during the agreed period, whether or not for payment of a Fee. Contracts may differ, for example with regard to rates.
Category	The category to which a Vehicle belongs at the time of making a Reservation. Categories may vary from time to time, which also means that a Category may be discontinued or a new Category may be introduced.
Dynamic Rates	The rates of MyWheels that are continuously subject to change, as stated on the <b>Website</b> and in the <b>App</b> , including a transparent explanation of the reason for and the manner of adjusting the rates so that the User can decide not to place a Reservation at any time. Dynamic Rates include at least the hourly and kilometer rate, the Start Fee, and the Bundle Fee.
Service(s)	The commercial services to be provided by MyWheels, pursuant to the Contract and on the basis of these General Terms and Conditions, consisting primarily of:  a. a right to use the Website and the App, and  b. the provision (rental) of Vehicles for temporary use, for a specified period and against payment of a Rental Fee.
User	A natural person, including an employee of the Company, who has an Account and by virtue thereof is authorized by the Company to place Reservations and to add one or more Drivers to these Reservations.

Main Account	The general and non-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 the Services (or allow them to be used), for example as a result of adding Accounts by the Company to the (main) account.
Rental Fee	The fee payable by the User to MyWheels for a Reservation, determined based on the Dynamic Rates.
Discount	Has the meaning set out under "Bundle".
MyWheels	MyWheels B.V. with its registered office at James Wattstraat 77-K, 1097 DL in Amsterdam, the Netherlands, registered with the Chamber of Commerce under number 37133089.
Pay-per-Use (Contract)	A Contract that does not require a fixed monthly fee, but requires payment per Reservation for use of the Services.
Reservation	A temporary rental agreement between MyWheels and the Company under which a User is entitled, for a specified period and in return for payment of a Rental Fee, to temporarily use a Vehicle for business purposes and on the basis of these General Terms and Conditions.
Start Fee	The fee that the Company is standardly liable for unlocking the Vehicle at the beginning of the reserved ride. The Start Fee is a Dynamic Rate.
Fee	The fee owed by the Company to MyWheels under a Contract.
Vehicle	A passenger car offered by MyWheels through the Website or App.
Website	<a href="http://www.mywheels.nl/en">www.mywheels.nl/en</a>

## 2. Applicability

- 2.1. These General Terms and Conditions apply to all Services provided by MyWheels (including the use of the Website, the App, to all Contracts and Reservations) and all obligations arising and following on therefrom. In the context of a Subscription, Additional Conditions may apply in addition to these General Terms and Conditions. In the case of conflicts between the provisions of the General Terms and Conditions and the Additional Conditions, the provisions of the Additional Conditions prevail.
- 2.2. The provisions of these General Terms and Conditions may only be deviated from in writing. In that case, the other provisions will remain in full force and effect.
- 2.3. All rights and claims, as stipulated for the benefit of MyWheels in these General Terms and Conditions and in any further agreements, are equally stipulated for the benefit of intermediaries and other third parties engaged by MyWheels.
- 2.4. MyWheels will at all times be entitled to amend or supplement these General Terms and Conditions. Amendments shall also apply with respect to Contracts already concluded, with due observance of a period of at least thirty (30) days after the announcement of the amendment on the Website, in the App or by email to the Administrator. If the Company does not wish to accept a change in these General 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 will continue to apply in full to a Contract and/or Reservation. The parties will enter into consultations to replace a null and void or annulled provision of the General Terms and Conditions with a provision that is valid or non-annullable respectively and that aligns as far as possible with the purpose and purport of the null and void or annulled provision.
- 2.6. The Company has an obligation to ensure that Users and Drivers take note of and comply with these General Terms and Conditions. All provisions of these General Terms and Conditions apply in full to Users and Drivers, with the proviso that the Company will at all times be fully liable for:
  - a. acts and omissions on the part of Users and Drivers;
  - b. all (payment) obligations arising from these General Terms and Conditions, or any other obligations towards MyWheels.
- 2.7. If MyWheels imposes a penalty for a violation of these General Terms and Conditions, MyWheels will be entitled to additionally claim the damage suffered insofar as this exceeds the amount of the penalty. This also applies if Users or Drivers acted without knowledge or consent, or contrary to instructions from the Company.
- 2.8. These General Conditions are drafted in English and Dutch. If there is a discrepancy between an English language word or sentence and a Dutch language word or sentence used to clarify the same and then to the extent of the conflict only, the meaning of the Dutch language word or sentence shall prevail. Where indicated in italics, Dutch equivalents of these English terms have been given. Terms and expressions of law and of legal concepts as used in these General Conditions have the meaning attributed to them under the laws of the Netherlands and these General Conditions should be read and interpreted accordingly.

### 3. Registration, Main Account and Account

#### *Main Account*

- 3.1. To be eligible for a Main Account, an applicant shall at least:
  - a. be registered with the Chamber of Commerce;
  - b. have a demonstrable business address in the Netherlands;
  - c. have a corporate current account with a bank in the Netherlands;
  - d. be accessible by business e-mail.
- 3.2. Registration is effected through the Website. After the registration process has been completed, a requested Main Account is checked by MyWheels for the following points, among others:
  - a. Chamber of Commerce data;
  - b. reliability, creditworthiness and payment history of the applicant.
- 3.3. During registration, the Company shall designate an Administrator with respect to the Main Account.

#### *Adding a User to the Main Account*

- 3.4. The Company (and Administrator on its behalf) may ask 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 Administrator. The person in question will receive a notification (email, text or push message) with a request to accept the invitation sent and fill out personal data and driver's license data.
- 3.5. To be eligible for an Account, a User must at least:
  - a. have reached the minimum age of eighteen (18) years;
  - b. have a demonstrable residential address in the Netherlands;
  - c. be accessible by (business) email and telephone;
  - d. be in possession of a valid driver's license (view the Website to see which driving licenses are accepted).
- 3.6. After the Company adds an Account to a Main Account, a requested Account will be checked by MyWheels for the following points, among others:
  - a. the validity of the driver's license, through a check at the Netherlands Vehicle Authority RDW;
  - b. the authenticity features of the driver's license;
  - c. security authentication via text message (2FA).
- 3.7. If a User already has a private account with MyWheels, to which a private email address is linked, the User will also be able to use this private email address for the (business) Account. The User has to submit a request to the Administrator for this purpose.

#### *Miscellaneous*

- 3.8. A Main Account or an Account will only be active after the registration or addition has been verified and approved by MyWheels. MyWheels will verify a Main Account or an Account as soon as possible, but is under no obligation to do this on the day of the registration or addition.
- 3.9. The Company and its Users are fully responsible for the consequences of the use made of its Main Account and Account respectively, and/or the corresponding username and password, including the placing of Reservations. This also applies if a third party has gained (unauthorized) access to a Main Account or an Account. Furthermore, the Company and its Users have the obligation 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 username or password belonging to the Main Account or Account, that person is authorized to do so. As soon as the Company or a User suspects that its password and/or username are in the hands of unauthorized persons, or that an unauthorized third party has access to the Main Account or an Account, the Company shall immediately block the Main Account or (its User) the relevant Account or ensure that it is blocked and/or change the password or ensure that it is changed, and the Company (or its Users) shall notify MyWheels of this immediately.

- 3.11. MyWheels is entitled – within the statutory parameters – to 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 without giving specific reasons:
- a. to deny (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 deny the Company or a User access to a Main Account or (added) Account for a limited period of time or permanently.

#### 4. Contract

- 4.1. With due observance of the other provisions of the General Terms and Conditions, a Contract is formed once a Main Account has been activated by MyWheels and the Company (and/or its Administrator) has received an email confirmation of this from MyWheels.
- 4.2. The Company may owe MyWheels a Fee under a Contract.
- 4.3. The minimum term of a Contract is one month. After that period, a Contract may be terminated at any time by the Company by email. The notice period begins on the first day on which MyWheels received the confirmation of a termination. If a Contract is not terminated, it is automatically and tacitly renewed monthly for a period of at least 1 (one) month. A Pay-per-Use Contract is entered into for an indefinite period of time and may be terminated at any time.
- 4.4. In the case of termination by the Company of a Contract, the obligation to pay the Fee will cease as of the first day of the month following the month in which MyWheels received the notice of termination. Fees paid will not be refunded in that case. MyWheels is entitled to convert the Contract into a Pay-per-Use Contract after termination.
- 4.5. Termination of a Contract does not release the Company from the obligation to pay costs such as – but not limited to – penalties, outstanding invoices or damage resulting from the use enjoyed.
- 4.6. These General Terms and Conditions remain in force after termination of a Contract and apply to behaviors (acts or omissions) carried out by the Company, the User and/or the Driver prior to the termination of a Contract.
- 4.7. Termination of a Contract does not directly result in the deletion of a Main Account and any Accounts and/or all (personal) data. MyWheels has the right to retain these accounts and associated data for as long as necessary and/or required by law.
- 4.8. If and as long as a the Company, User and/or Driver, in the opinion of MyWheels, acts contrary to the obligations under 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 a petition for) bankruptcy of the Company or (the application for) suspension of payment, MyWheels will, without being liable to pay any compensation and without prejudice to its further rights, be entitled to:
  - a. suspend its obligations under the Contract, Reservations and/or these General Terms and Conditions in whole or in part without further notice;
  - b. impose further conditions on such obligations;
  - c. unilaterally dissolve all or part of the Contract or Reservations by written notice to the Company;
  - d. carry out supervision over or take back a Vehicle without further notice;
  - e. in the case of suspicion of criminal offenses, to the extent not contrary to laws and regulations, inform the authorities, while providing all relevant data of the Company, User and/or Driver.
- 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 to place 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 contains 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 that come with 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 specifies, insofar as applicable to the Vehicle in question:
  - a. the make, type, license plate number, color and type of fuel the Vehicle is running on;
  - b. any particulars regarding the Vehicle, such as the presence of a tow bar, automatic gearbox, 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. a description of the condition of the Vehicle, including existing damage 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. With due observance of the other provisions of the General Terms and Conditions, a Reservation is formed as soon as it has been expressly accepted by MyWheels and the User has received an email notification confirming this acceptance.
- 6.2. MyWheels cannot guarantee that a Vehicle will be available at all times, even after a Reservation has been accepted. If the Company purchases the additional Service 'Business Mobility Guarantee' and the Vehicle is not available – for whatever reason – MyWheels will make every effort to provide an alternative Vehicle.
- 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 (houderschap) of the Vehicle, and no right of retention or any other right of suspension whatsoever will arise with respect to a Vehicle.
- 6.5. MyWheels shall 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.

### *Reservation*

- 6.6. A User can place Reservations on the Website or in the App for a specific period, with specification of the start and end time.
- 6.7. MyWheels is entitled to set a maximum 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 for each Vehicle.

### *Adding a Driver to a Reservation*

- 6.9. A Driver can be added to a Reservation. The User adds a Driver through the latter's email address. The Driver will receive a notification (email, text or push message) with a request to accept the invitation and fill out their personal data and driver's license data. The Company warrants 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 authorized Drivers.

### *Extending, canceling and terminating a Reservation*

- 6.11. A Reservation may be extended, only if the Vehicle is still available, by changing the end time of the relevant Reservation in the Account. The Company will owe additional fees in that case.
- 6.12. If agreed, a Reservation can be canceled via the Website or in the App. MyWheels is authorized to charge a cancellation fee to the Company at any time. Whether a cancellation fee is payable in a specific case and the amount of the cancellation fee can be found on the Website.

### *The Company*

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

In the aforementioned situation under a, the Reservation will only end when the Vehicle is unlocked again by MyWheels or by a next driver.



## 7. Additional costs and expense claims

- 7.1. MyWheels will at all times be entitled to charge the Company in full for all additional costs related to, among other things, misconduct, improper use of and/or damage to a Vehicle, in each case at MyWheels' sole discretion. In any case, this includes the additional costs listed on the Website.
- 7.2. In addition, MyWheels is entitled to pass on traffic and parking fines (including processing and administration costs) in full to the Company and/or charge them (or have them charged) to (the User or Driver of) the Company.
- 7.3. If a User has paid the costs of refueling, these costs can only be claimed from MyWheels by the Administrator. Within five (5) business days of the date of refueling, a fuel receipt shall be sent to MyWheels by email, with specification of the license plate number of the Vehicle in question and the trip details, failing which the costs will not be reimbursed.

## 8. Bundles

- 8.1 To use an Automatic Discount, the User does not need a discount code; the discount is automatically deducted from the next invoice(s) after the purchase of the Bundle.
- 8.2 To use a Discount or other types of discounts, the User receives a discount code when purchasing a Bundle. The User must enter this discount code when making a future Reservation(s).
- 8.3 After the limited duration of a Bundle has expired or after using a Bundle, the User cannot use the Bundle anymore. A Bundle Fee is not refunded in any case, even if it turns out after the expiry of the validity period of the Bundle and/or a Reservation that the entire Bundle has not been used, or because the User has used more Bundle than needed for a Reservation. The User must always determine the required credit for a particular Reservation.
- 8.4 If a Reservation continues while the entire Bundle has expired or been used, the Dynamic Rates offered during the Reservation will apply for the remaining duration of the Reservation. Dynamic Rates do not change during a Reservation.

## 9. Rates and costs

- 9.1. All rates and costs of MyWheels are in euro and – unless explicitly stated otherwise – exclusive of turnover tax and/or other government levies of whatever kind, and exclusive of administrative fees and other additional costs.
- 9.2. MyWheels is always entitled to change the amount of Dynamic Rates and (other) rates and costs.
- 9.3. Regarding Dynamic Rates, MyWheels transparently explains the reasons for and the manner of adjusting the Dynamic Rates on the Website and/or in the App, so that the User can always decide not to place a Reservation.
- 9.4. For (other) rates and costs, the change is announced on the Website and in the App or by electronic communication at least thirty (30) days before taking effect. If the Company disagrees with such a change of a non-Dynamic Rate, the Company can terminate the Contract as per Article 4 of these General Terms and Conditions, effective from the commencement date of the announced change .

## 10. Payment

- 10.1. With regard to the Contract, the associated Reservation(s) and any costs, the Company will receive an invoice from MyWheels.
- 10.2. Payment shall 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 agreed otherwise in writing. Decisive for the time of payment is the time MyWheels receives a notification from its bank regarding the crediting of the relevant amount.
- 10.3. Any expense claims will be reimbursed by MyWheels to the Company, with due observance of the provisions of the General Terms and Conditions, and will be deducted from the next invoice.
- 10.4. If payment of an invoice has not been made in full by the due date, the Company will immediately, without any further notice of default being required, be in default by operation of law and will owe an interest of 1% per month (unless the statutory commercial interest rate is higher, in which case that rate will apply) from the date after the due date of the relevant invoice, with part of a month being regarded as a whole month. Furthermore, all extrajudicial collection costs will then be borne by the Company, hereby fixed by the parties in advance at at least 15% of the outstanding claim with a minimum of EUR 150. Without prejudice to the foregoing, MyWheels is authorized to claim the actual extrajudicial costs if they are higher.
- 10.5. If the Company fails to pay any invoice referred to in this article, all other outstanding invoices will also be immediately due and payable without any further notice of default being required.
- 10.6. Payments made by the Company will first serve to settle any costs and interest due, and subsequently those invoices which have been outstanding for the longest time, even if the Company states in the payment details that the payment relates to another invoice.
- 10.7. Without prejudice to mandatory statutory provisions, the Company will not be entitled to suspend its payment obligations to MyWheels and/or set them off against any payment obligations of MyWheels to the Company.
- 10.8. MyWheels will be 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 will be immediately due and payable in the following cases:
  - a. if after the conclusion of the Contract MyWheels becomes aware of circumstances that give it good reasons to fear that the Company will not fulfill its obligations, such at the sole discretion of MyWheels;
  - b. if when entering into the Contract MyWheels has asked the Company to provide security for performance as referred to in this Article 10, and such security is not forthcoming or is insufficient;
  - c. if a petition for bankruptcy is filed against the Company or the Company applies for a suspension of payments, or the Company is liquidated or declared bankrupt.
- 10.11. Based on its assessment of the creditworthiness of the Company, MyWheels is at all times entitled to require security or full or partial prepayment from the Company for the fulfillment of payment obligations, regardless of whether they have or have not become due.
- 10.12. If the Company fails to fulfill its payment obligations or other obligations to MyWheels or fails to do so in time, MyWheels will have the right to (temporarily) suspend its obligations to the Company or (temporarily) block the use of the Vehicles and means of access. In such case, MyWheels will not be liable for any damage that may arise as a result. For the sake of clarity: Among other things, MyWheels is authorized to (temporarily) suspend the use of the Services if a payment is refused or reversed, until the outstanding amount has been paid in full.

## 11. Use, damage, deductible and insurance

### Use

- 11.1 The User and the Driver are obliged to use the Vehicle with all due care (goed huurderschap).
- 11.2 The Company, the User and the Driver are not permitted to:
- a. use a Vehicle for acts and/or behaviors that conflict with applicable legal provisions and/or these General Terms and Conditions;
  - b. 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 offenses, cross-country rides, participating in speed, performance or reliability drives or races or similar events;
  - c. allow persons other than the User or Driver to drive a Vehicle;
  - d. commit acts or omissions contrary to instructions provided by MyWheels or conflicting with these General Terms and Conditions;
  - e. add accessories, modifications, or extensions in, on or to a Vehicle;
  - f. use the Vehicle in combination with a trailer, tent trailer, caravan or similar if as a result the permitted mass of the Vehicle is exceeded and/or other applicable laws and regulations (such as – but not limited to – having its own license plate) are not complied with;
  - g. smoke (which includes the use of an e-smoker, vaper and the like) in a Vehicle and/or drive a Vehicle under the influence of narcotics (such as alcohol, laughing gas and drugs), or perform sexual acts in the Vehicle;
  - h. use a (mobile) phone, tablet, smartwatch or similar products while driving the Vehicle, or perform other acts that affect driving behavior;
  - i. return a Vehicle with less than the prescribed residual amount of fuel or electrical energy;
  - j. continue to drive a Vehicle if a warning light is on after a Vehicle is started or if a Vehicle has a flat tire and/or other defects;
  - k. act contrary to the charging instructions of an electric Vehicle;
  - l. use a fuel card, charge card or similar means of payment for Vehicles or purposes other than for fuel or electric power for the (reserved) Vehicle;
  - m. have damage or defects to the Vehicle repaired without express prior permission from MyWheels;
  - n. tow and/or salvage the Vehicle (or have it towed or salvaged) without express prior permission from MyWheels;
  - o. fail to leave the Vehicle clean and/or empty after use, or fail to properly close doors, windows and/or glove box and/or turn off lights;
  - p. leave the Vehicle unattended without locking it;
  - q. leave the Vehicle after use in such a manner as to violate applicable laws and regulations such as, but not limited to, the Road Traffic Act.
- 11.3. The User and/or Driver shall check the car for damage before using it and immediately report any damage identified at that time to MyWheels. Already known damage, as shown on the Website or in the App, does not need to be reported to MyWheels again. MyWheels advises the User and/or Driver to check the Vehicle for damage at the end of a Reservation as well.
- 11.4. In the event of an accident or any other event resulting in damage, the Company, the User and Driver, each individually, are obliged to:
- a. inform MyWheels immediately;
  - b. follow the instructions provided by MyWheels;
  - c. alert the local police if necessary;
  - d. provide, on request or otherwise, all information and all documents relating to the event to MyWheels or its insurer within 24 hours;
  - e. in the event of damage, submit a fully filled out and signed European damage report form to MyWheels within 24 hours, even if the damage is reported via [mobielschademelden.nl](https://mobielschademelden.nl). If MyWheels is not in possession of a properly filled out and signed European claim form within the specified period, it will be entitled to charge the full amount of the claim and any additional costs to the Company;
  - f. refrain from acknowledging guilt in any form;
  - g. leave the Vehicle in such a manner that it is properly protected against the risk of damage or loss;
  - h. provide MyWheels and persons designated by MyWheels with all requested cooperation required for obtaining compensation from third parties or for the defense against third-party claims;
  - i. minimize damage where possible;

- j. in the case 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 have been equipped with modern technology for the purpose of positioning, driving and operating the Vehicle. If there is reasonable cause for doing so, MyWheels will be authorized to process the data from this technology (including reading and analyzing this data) and provide it to third parties (such as, for example, the police), all with due observance of the GDPR.

#### *Damage*

11.6. The Company bears the risk of and is liable for all damage arising from any cause whatsoever, from the time a Vehicle is actually put into use by a User or Driver until the end of the Reservation as referred to in Article 6.13 or Article 6.14. This includes, but is not limited to, damage resulting from:

- a. loss or theft of the Vehicle;
- b. destruction of, defects or damage to or on the Vehicle;
- c. defects or damage to a Vehicle or other third-party property;
- d. loss, theft, destruction of or damage to Vehicle Documents and/or the license plates;
- e. failure to fulfill obligations under the Contract, a Reservation or these General Terms and Conditions.

11.8. The Company is obliged to compensate MyWheels for the direct and indirect damage arising from or due to the Company's, User's or Driver's violation of the provisions of these General Terms and Conditions.

11.9. The Company indemnifies MyWheels against all claims by Users, Drivers or third parties for damage arisen due to or in connection with Services provided by MyWheels, a Contract or Reservation, or failure to fulfill any obligations under the Contract or these General Terms and Conditions. This includes claims that Users, Drivers or third parties (including occupants of a Vehicle) might assert for damage or injury caused by or in connection with the use of a Vehicle.

#### *Deductible*

11.10. The insurance deductible is stated on the Website and in the App. This amount is for the account of the Company.

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

- a. have arisen due to the Company's, the User's and/or Driver's failure to fulfill their obligations under the Contract, a Reservation or these General Terms and Conditions;
- b. are the result of intent or gross negligence on the part of the Company, the User, the 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 will be fully liable and will indemnify MyWheels against all damage that MyWheels has suffered and will suffer as a result.

#### *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) damage suffered by the Company that is the result of a shortcoming in the fulfillment of the General Terms and Conditions that can be attributed to MyWheels. However, only that damage for which MyWheels is insured will be eligible for compensation and only up to the amount paid out by the insurer in such case.
- 12.2. In any case, the following losses are not eligible for compensation:
- a. financial loss, such as – but not limited to – trading loss, consequential damage, losses due to delays, and lost profits;
  - b. damage caused by acts or omissions on the part of the Company, Users, Drivers or third parties that are contrary to instructions provided by MyWheels or in conflict with these General Terms and Conditions;
  - c. damage as a direct result of incorrect, incomplete and/or faulty information provided to MyWheels by or on behalf of the Company, Users or Drivers;
  - d. damage related to the security of data stored by the Company, Users or Drivers on systems of MyWheels;
  - e. damage related to (the content of) information that reaches the Company, Users, Drivers or third parties when using the Services;
  - f. the consequences of inaccurate or incomplete content of information (services) provided with the Services;
  - g. damage associated with the loss, mutilation or becoming unusable of data stored or transmitted digitally or electromagnetically;
  - h. damage related to reproduction or disclosure of confidential or valuable information;
  - i. damage resulting from the temporary inaccessibility of the Website or App, regardless of the reason;
  - j. damage due to the fact that, despite a Reservation, a Vehicle turns out to be unavailable;
  - k. damage resulting from loss or theft of personal or business property;
  - l. damage resulting from failure to timely renew a Reservation, including damage resulting from a Vehicle not being covered by insurance;
  - m. damage or fines resulting from the use of a Vehicle in conflict with applicable laws and regulations.
- 12.3. If the Company's damage is eligible for compensation and (i) the insurer of MyWheels does not pay for the damage in question for whatever reason, or (ii) the damage in question is not covered by MyWheels' insurance for whatever reason, the compensation for the damage will be limited to a maximum of EUR 1,250 excluding VAT, unless there is intent or deliberate recklessness (opzet of bewuste roekeloosheid) on the part of the management of MyWheels.

### 13. Privacy

- 13.1. The Company, User and Driver hereby declare that they are aware of the [Privacy Policy](#) of MyWheels, as displayed on the Website and in the MyWheels App. This also includes instructions on how to exercise privacy rights.
- 13.2. MyWheels and the Company are independent data controllers within the meaning of the GDPR. The Company indemnifies MyWheels against all claims by Users, Drivers or third parties (including employees of the Company) for any and all damage arising from or in connection with the failure to comply with obligations under applicable privacy laws and regulations, including – but not limited to – the GDPR.



## 14. Complaints

- 14.1. If the Company has not reported defects to MyWheels in writing, with statement of reasons, within a reasonable period of 8 (eight) days after completion or delivery by MyWheels of the services or products, the services provided or products delivered will be deemed to have been accepted by the Company and to meet the requirements and performances stipulated in the Contract.

15. Disputes and applicable law

15.1. All agreements concluded by MyWheels are exclusively governed by Dutch law.

15.2. All disputes between the parties will exclusively be settled by the District Court of the Northern Netherlands, Amsterdam location.