

MYWHEELS TERMS OF USE

These are the Terms of Use of MyWheels. Please read these Terms of Use carefully before using the Services offered by MyWheels. By using Services offered by MyWheels, you agree to these Terms of Use.

The latest version of the Terms of Use is available at <https://mywheels.nl/en/algemene-voorwaarden-zakelijk>

Article 1 | Definitions

In these Terms of Use, capitalized terms shall have the following meanings. Terms in the singular also include the plural and vice versa, to the extent required by the text.

"Account" A personal account, created by a Subscriber

and approved by MyWheels, with which the User can place Reservations, among other things.

"App" The MyWheels smartphone application.

"Driver" A natural person who, in addition to a User, is entitled to temporarily use a Vehicle.

"General Terms and Conditions" MyWheels' general terms and conditions for corporate customers (non-profit organizations, SMEs and major corporations).

"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.

"Reservation" A temporary rental agreement between MyWheels and the Subscriber 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.

"Services" The commercial services provided by MyWheels, pursuant to the Subscription and based on the General Terms and Conditions,

"Subscriber" A natural or legal person who takes out a Subscription with MyWheels.

"Subscription" The agreement between MyWheels and a Subscriber, pursuant to which a User is entitled to place Reservations, during the agreed period, in exchange for payment of a Subscription Fee or otherwise. These Terms of Use are an inextricable part of the Subscription.

"Subscription Fee" The fee owed by the Subscriber to MyWheels pursuant to a Subscription, consisting primarily of (i) a right to use the Website and the App, and (ii) the provision of Vehicles for temporary use during a specified period of time, in return for payment of a Rental Fee.

"Terms of Use" These Terms of Use under which Users and Drivers use the Services.

"Trip" The period during which a User uses a Vehicle in accordance with the start time and end time agreed through the Reservation.

"User" A natural or legal person, including an employee of the Subscriber, who has an Account and by virtue thereof is authorized to place Reservations and to add one or more Drivers to these Reservations.

"Vehicle" A car offered through the Website or App by MyWheels, in the form of a passenger or company car.

"Website" www.mywheels.nl/en.

Article 2 | Applicability of the Terms of Use

2.1 These Terms of Use apply to the use of the Services and also apply to the Subscription and the Reservations resulting therefrom.

2.2 The provisions of these Terms of Use may only be deviated from in writing. In that case, the other provisions will remain in full force and effect.

2.3 In the event of any conflict between the provisions of these Terms of Use, the Subscription, the General Terms and Conditions and a Reservation, the following prioritization shall be observed in descending order: (i) Reservation, (ii) Terms of Use, (iii) the Subscription and (iv) General Terms and Conditions.

2.4 If any provision of these Terms of Use is void or annulled, the remaining provisions of these Terms of Use will remain in full force and effect. The void or annulled provision(s) shall be interpreted as far as possible in accordance with the intent as evidenced by the void or annulled provision(s), in conjunction with the remaining provisions of these Terms of Use.

2.5 All rights and claims, as stipulated in these Terms of Use and in any further agreements for the benefit of MyWheels, also apply to intermediaries and other third parties engaged and/or involved by MyWheels in the performance of the

Services.

- 2.6 All provisions of these General Terms and Conditions apply in full to Users, Drivers and drivers who are not entitled to temporarily use a Vehicle, on the understanding that the Subscriber is at all times fully liable for all payment obligations and other obligations that arise from a Subscription, a Reservation and/or these Terms of Use, or any other obligations towards MyWheels.
- 2.7 Regardless of who actually uses or drives a Vehicle, the Subscriber shall remain fully responsible at all times for the acts and omissions of such persons.
- 2.8 These Terms of Use have been drawn up in Dutch and English. In the event of an inconsistency, the provisions of the Dutch version shall prevail.

Article 3 | Account

- 3.1 In order to use the Services, a User must have an Account. It is indicated during the registration process whether a User is eligible for an Account.
- 3.2 During the registration procedure referred to in Article 3.1, the User must, among other things, create a password that provides him/her access to the Account. The User is responsible for ensuring that no one other than the User himself/herself has access to the login information.
- 3.3 MyWheels reserves the right not to accept a registration request without statement of reasons, for example if a User has a private account and MyWheels has blocked that account due to that User's failure to comply with the Terms of Use.
- 3.4 The Account is strictly personal and non-transferable. The User is therefore strictly prohibited from allowing a third party to use his/her Account. If the User violates the obligation arising from the preceding sentence, the User will forfeit a penalty in accordance with the rate applicable at the time, as stated on the Website and/or in the App.
- 3.5 The User at all times bears responsibility for the accuracy of the details in his/her Account, as well as for the accuracy of placing a Reservation for a Trip. If the User provides incorrect information or provides information other than the information the User wanted to provide, MyWheels will not be obliged to apply corrections.

Article 4 | Reservation

- 4.1 No later than prior to making a Reservation, the User shall demonstrably make the Terms of Use available to the Driver(s) and ensure that the Terms of Use apply to all commitments with the Driver or Drivers involved in a Reservation.
- 4.2 A User can use an Account for making a Reservation for a Trip through the Website and/or the App.
- 4.3 With due observance of the other provisions of the Terms of Use, a Reservation comes into being as soon as MyWheels has sent a notification to the User to confirm this (by email).
- 4.4 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 thereto.
- 4.5 MyWheels cannot guarantee that a Vehicle will be available at all times, even after a Reservation has been accepted.
- 4.6 A Reservation may be extended, only if the Vehicle is still available, by changing the end time of the relevant Reservation in the Account. Additional fees may be owed for such extension.
- 4.7 If the possibility of cancellation is agreed upon, a Reservation may be cancelled via the Website and/or in the App. A cancellation fee may be due for such cancellation.
- 4.8 MyWheels is entitled to attach a maximum duration to a Reservation.
- 4.9 For the duration of a Reservation, there is only holdership of the Vehicle, and no right of retention whatsoever will arise with respect to a Vehicle. Ownership of the Vehicles does not pass to a User in any way whatsoever.
- 4.10 MyWheels has the right to take back the Vehicle rented by the User, in consultation with the User, at any time and replace it with a comparable Vehicle.
- 4.11 The User is only authorized to use the Vehicle as agreed upon and is obliged to make the Vehicle available to MyWheels again, at the location specified by MyWheels, no later than at the time the Reservation ends, and in the condition in which the User took the Vehicle into use at the beginning of the Trip.
- 4.12 The Trip begins when the Vehicle is unlocked. The Reservation ends at the end of the Trip, at the time the Vehicle is locked via the App, unless:
 - a. the Vehicle is not made available again to MyWheels in accordance with the conditions in the previous

paragraph;

- b. one or more of the cases specified in Article 8.3 apply, or the User has failed to comply with one or more of the obligations specified in Article 8.4 and this has resulted in damage, costs, parking or traffic fines for MyWheels following (incorrect) locking of 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.

4.13 In the event of an accident due to which the Vehicle can no longer drive, the time of transfer of the Vehicle to the company responsible for the towage of the Vehicle will be considered the end of the Reservation.

Article 5 | Entitlement to drive, verification of driver's license

5.1 Vehicles may only be used and driven by natural persons who:

- a. have reached the minimum age of eighteen (18) years;
- b. have a residential address in the Netherlands;
- c. can be reached by email and telephone;
- d. are in possession of a valid driver's license (consult the Website to see which driver's licenses are accepted); and
- e. comply with any and all conditions and restrictions included in their driver's license.

5.2 Driver's licenses must pass through the process of (electronic) verification by MyWheels.

5.3 If after verification it appears that fraud may have occurred, MyWheels will be entitled to report this to the police.

5.4 Immediately upon suspension or loss of the driver's license, the entitlement to drive Vehicles shall lapse for the duration of the loss or revocation. The same applies for the duration of a driving ban. Users should immediately report any revocation or restrictions of their entitlement to drive, driving bans that take effect or a temporary seizure or temporary suspension of their driver's license to MyWheels.

Article 6 | Exclusion from the use of Services

6.1 MyWheels is entitled to exclude a User from further use of the Services if:

- a. the User provided false, incomplete or misleading information when registering their Account or thereafter;
- b. the User fails to comply with these Terms of Use (in a timely manner), despite a written warning; or
- c. use of the Services can no longer reasonably be expected from MyWheels (for example, but not limited to, due to considerable damage to the Vehicles occurring during multiple Trips).

6.2 In the event of a situation as referred to in Article 6.1, MyWheels is entitled to block the User's access to the Vehicles and Account with immediate effect and cancel Reservations already made with immediate effect.

6.3 When a User is excluded from the use of the Services, MyWheels is entitled to immediate return of the Vehicle used by the User at that time. If the User does not immediately return the Vehicle at the location designated by MyWheels, MyWheels will be entitled to take possession of the Vehicle or to have it taken possession of at the User's expense.

Article 7 | Use of the Website and App

7.1 The User acquires for the duration of the Subscription a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use the Website and/or the App in accordance with the provisions of these Terms of Use.

7.2 The User is not permitted to use the Website and/or the App for commercial purposes or for purposes other than the use of the Services.

7.3 A User may terminate the use of the Website and/or the App at any time, by deleting or uninstalling the App from a mobile or other device.

7.4 The User is not permitted to use the Website and/or the App or any part thereof for any purpose other than for User's own use of the Services. It is not permitted, among other things, to publish, sell, rent, decompile, reverse engineer or modify the Website and/or the App, or to make them available to or share them with third parties without prior written permission from MyWheels. Similarly, the User is not permitted to remove or circumvent any provisions intended to protect the Website and/or the App (or cause them to be removed or circumvented).

7.5 MyWheels shall at all times be entitled to modify the Website and/or the App, change or delete data, deny a User the use of the Website and/or the App, restrict the use of the Website and/or the App, or deny access to the Website and/or the App in whole or in part, temporarily or permanently. MyWheels shall inform the User about this in an appropriate manner.

- 7.6 In order to make use of the Website and/or App, the User must provide the necessary equipment, system software and (Internet) connection for this purpose at his/her own expense.
- 7.7 All intellectual property rights and/or similar rights to (the content of) the Website and/or the App, including the underlying software, images, video and audio clips, belong solely and exclusively to MyWheels or its licensors.
- 7.8 MyWheels does not guarantee that the Website and/or the App will always be available or work without interruption, errors or defects and that the information provided is complete, correct or up to date. MyWheels reserves the right to discontinue the Website and/or the App (unannounced) temporarily or permanently, without granting any rights to the User.

Article 8 | Use of Vehicles

- 8.1 The User must use the Vehicle, as befits a good renter, in a proper manner, in compliance with the regulations given by the developer or manufacturer respectively and the instructions of MyWheels as communicated through these Terms of Use, the Website and/or the App.
- 8.2 The User is obliged to inspect the Vehicle for defects and/or damage to the exterior of the Vehicle before starting a Trip and if there is any, to report this to MyWheels before the start of the Trip. In addition, the User is obliged to inspect the Vehicle for defects and/or damage to the interior prior to taking it into use and if there is any, to report this to MyWheels prior to taking the Vehicle into use. Any defects and/or damage to the Vehicle arising during a Trip must be reported to MyWheels as soon as possible after discovery, but no later than before the end of the Trip. Damage that is already known, as shown on the Website and/or in the App, does not need to be reported to MyWheels again. MyWheels advises the User to inspect the Vehicle for damage at the end of a Reservation as well. In the absence of a notification as referred to in this article, the damage will be attributed to the User in accordance with the provisions of Article 12.7.
- 8.3 The User is not permitted to:
- a. commit acts or omissions contrary to the instructions provided by MyWheels or the Subscriber and/or contrary to these Terms of Use;
 - b. use a Vehicle for acts and/or behaviors that conflict with applicable legal provisions and/or these Terms of Use;
 - c. sell, lease, remove or replace the Vehicle or any part thereof;
 - d. use a Vehicle for giving driving lessons, transporting persons and/or goods for payment, transporting pets or other animals, transporting highly flammable, toxic or otherwise dangerous substances or materials that may damage the Vehicle, committing criminal offenses, for cross-country trips, competing in speed, performance or reliability drives or races or similar events;
 - e. carry more passengers than the number of seats in the Vehicle (the number of seats in the Vehicle is determined by the number of seat belts);
 - f. travel with a Vehicle to a country other than those permitted on the Website and/or in the App;
 - g. travel with a Vehicle without winter tires to a country where winter tires are required or strongly recommended at that time;
 - h. disable the Vehicle's passenger airbag;
 - i. allow persons other than the User or Driver to drive a Vehicle;
 - j. add accessories, modifications, or extensions in, on or to a Vehicle;
 - k. 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;
 - l. smoke (including, but not limited to, an e-smoker, vaper and the like) in a Vehicle and/or to drive a Vehicle under the influence of narcotics (such as alcohol, laughing gas and drugs). If the User violates the foregoing, he/she shall forfeit a penalty in accordance with the rate applicable at the time, as stated on the Website and/or in the App;
 - m. perform sexual acts in the Vehicle;
 - n. use a (mobile) phone, tablet, smartwatch or similar products while driving the Vehicle, or perform other acts that affect driving behavior;
 - o. return a Vehicle with less than the prescribed residual amount of fuel or electrical energy and/or without a charging cable;
 - p. 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;
 - q. act contrary to the charging instructions of an electric Vehicle;
 - r. have damage or defects to the Vehicle repaired without express prior permission from MyWheels;
 - s. tow and/or salvage the Vehicle (or have it towed or salvaged) without express prior permission from MyWheels;
 - t. 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;
 - u. leave the car key, fuel and/or charge card in the glove box after using the Vehicle;
 - v. leave the Vehicle unattended without locking it;
 - w. 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;
 - x. park and/or store a Vehicle in an improper, illegal and/or dangerous manner;
 - y. return a Vehicle with a starter battery that is empty or too low.
- 8.4 In addition, the User is obliged to:
- a. unlock and lock the Vehicle properly via the App. If this is not possible, this should be reported to MyWheels immediately;
 - b. after the end of the Trip, the User must connect an electric Vehicle to an available charging station for charging, while the User shall check via the charging station or App that the Vehicle is actually charging;
 - c. keep the interior of the Vehicle clean, dispose of all trash and return the Vehicle in a clean state with all windows, hatches and doors closed at the end of the Trip. If the User omits to do the foregoing and cleaning other than usual cleaning is necessary, the User will forfeit a penalty in accordance with the rate applicable at the time, as stated on the Website and/or in the App
 - d. return the Vehicle to MyWheels by no later than the time the Reservation ends
- 8.5 MyWheels is not responsible for items left by the User or passengers in or on a Vehicle.
- 8.6 MyWheels reserves the right to prohibit future use of Vehicles by a specific User (for a period).

Article 9 | Charge or fuel card

- 9.1 The use of the charge or fuel card associated with that Vehicle is provided free of charge for the Vehicles, provided that it is used exclusively for that Vehicle during the Trip. Use of a charge or fuel card for other vehicles, or for purposes other than those for which it was issued, is prohibited. If at any time it turns out that the charge or fuel card has been used for other purposes or improperly, the User will in that case immediately forfeit a penalty in accordance with the rate applicable at the time, as stated on the Website and/or in the App, for every demonstrated occurrence;
- 9.2 The User is responsible for charging or refueling the Vehicle (and for doing so in a timely manner). If a Vehicle is not charged or refueled in a timely manner and the Vehicle comes to a standstill as a result, MyWheels will not be obliged to provide replacement transportation.
- 9.3 If it is necessary for MyWheels to move a Vehicle to the location where the Vehicle should have been returned, the User will be liable for all costs incurred by MyWheels in accordance with the rate applicable at the time, as stated on the Website and/or in the App;
- 9.4 MyWheels shall not be liable for any problems or costs arising during the use of Vehicles due to any absence of charging infrastructure in countries other than the Netherlands.
- 9.5 The cost of substitute transportation and/or other costs associated with failure to recharge or refuel the Vehicle in time shall be borne entirely by the User.
- 9.6 The charge or fuel card must be left behind in the Vehicle after the Trip. The User must report a broken, lost or stolen charge or fuel card immediately. In the absence of a notification as referred to in this article, any damage will be attributed to the User in accordance with the provisions of Article 12.7.

Article 10 | Proceedings in the event of an accident, damage and/or defects to or loss of Vehicles

- 10.1 In the case of any event from which damage arises or may arise, the User is obliged to:
- a. inform MyWheels immediately;
 - b. follow the instructions provided by MyWheels;

- c. provide, on request or otherwise, all information and all documents relating to the event to MyWheels or its insurer within 24 hours;
- d. 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. If MyWheels is not in possession of a correctly filled out and signed European claim form within the stipulated period, it will be entitled to charge the User for the full amount of the claim and any additional costs, or to charge the User for the late provision of the claim form;
- e. refrain from acknowledging guilt in any form without permission from MyWheels;
- f. leave the Vehicle in such a manner that it is protected against the risk of damage or loss;
- g. minimize damage as far as possible;
- h. follow the instructions given by or on behalf of MyWheels for repairing the damage (or having it repaired). Repairs or repair of damage shall only be carried out at companies designated by MyWheels;
- i. in the case of theft, embezzlement, burglary, vandalism, (suspected) arson and other damage (whether or not caused during the Reservation), immediately report this to the police and submit a copy of the official report to MyWheels.

In the case of an accident, in addition to the obligations referred to in Article 10.1 under a through h, the User shall be obliged to:

- j. notify the police, if reasonably necessary;
- k. take all measures that are useful for and conducive to the clarification of the incident itself and its causes. In particular, this means that the User is obliged to answer questions about the circumstances of the incident truthfully and completely;
- l. if applicable, not to leave the scene of the accident until the required findings of the occurrence can be determined by MyWheels;

10.2 Unreported damages or defects will be attributed to the last known User who used the Vehicle prior to observation/reporting.

10.3 In the event of failure to report as referred to in Article 10.1 and in the event of failure to properly follow the instructions provided by MyWheels, the User will be liable for any resulting damage.

10.4 If there are technical defects and/or damage to the Vehicle or loss of a Vehicle that prevents continuation of the Trip and that cannot be attributed to the User, MyWheels will make every effort to provide replacement transportation. This is only possible if the Vehicle is in the Netherlands (or was in the Netherlands at the time of loss). MyWheels cannot guarantee that the replacement transportation will have the same features as the defective or lost Vehicle.

Article 11 | Insurance

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

11.2 Insurance includes (at a minimum) third-party insurance.

11.3 The User shall owe the insurance deductible for the Vehicles in the event that damage occurs while a User is using a Vehicle. This deductible may vary by Vehicle. The current deductible is listed on the Website and/or in the App.

11.4 If, for any reason, damage is not insured by MyWheels' insurer, for example, but not exclusively, damage due to actions in violation of the Terms of Use, or intent or deliberate recklessness on the part of the User, or if the insurer decides not to proceed with payment, for example, but not exclusively, because of the absence of a filled-out claim form, driving under the influence or reckless driving behavior, the full damage amount will be charged by MyWheels to the User and the User will be required to pay the same.

Article 12 | Liability

12.1 MyWheels will only be liable for damage suffered by the User if this is the result of a shortcoming in the performance of the Agreement that can be attributed to MyWheels.

12.2 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.

12.3 MyWheels is not liable for:

- a. damage caused by acts or omissions of Users, Customers, Drivers or third parties contrary to the instructions provided by MyWheels or these Terms of Use;
- b. damage as a direct result of incorrect, incomplete and/or faulty information provided by the User to MyWheels;

- c. damage related to the security of data provided by the User to MyWheels;
 - d. damage related to (the content of) information that reaches the User in connection with the use of the Mobility Services;
 - e. the consequences of inaccurate or incomplete content of information or information services provided with the Mobility Services;
 - f. damage associated with the loss, mutilation or becoming unusable of data stored or transmitted digitally or electromagnetically;
 - g. damage resulting from loss or theft of personal or business property (from a vehicle);
 - h. damage or fines resulting from the use of a Vehicle in violation of applicable laws and regulations.
- 12.4 If the User'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.
- 12.5 Article 12.4 does not apply if there is intent or deliberate recklessness on the part of MyWheels.
- 12.6 The User shall hold MyWheels harmless and completely indemnify MyWheels against third-party claims, insofar as MyWheels would not be liable to the User for such damage either.
- 12.7 In addition to other provisions of these Terms of Use, the User will be liable (on any basis whatsoever) for:
- a. all behaviors (including omissions) of the User and passengers;
 - b. all damage, arising from any cause whatsoever, from the time and effective date of a reservation by a User of a vehicle until the time of the end of a reservation, including damage resulting from (i) loss or theft of the vehicle, (ii) destruction, malfunction or damage of or to the vehicle, (iii) defects or damage to a vehicle or other third-party property, (iv) loss, theft, destruction of or damage to vehicle documents and/or the license plates.
- 12.8 Without prejudice to MyWheels' right to full compensation for damage, MyWheels is entitled – instead of claiming compensation – to impose a penalty on the User for shortcomings, in accordance with the rate applicable at the time, as stated on the Website and/or in the App. To avoid any misunderstanding, the Parties acknowledge that in the case of a number of shortcomings, the penalty only pertains to the fixation of MyWheels' administrative costs in such a case and not to all other damage and costs. As an example, if a Vehicle needs to be towed, MyWheels will charge the penalty to cover internal administrative costs. The costs involved in towing the Vehicle itself are in addition to this penalty.

Article 13 | Fines and administrative decisions

- 13.1 All claims by government agencies or private institutions with a governmental function regarding damage, (financial) consequences of enforcement action or otherwise, arising in any way from the use of the Services or from the User's failure to fulfill his/her obligations under these Terms of Use and/or a Reservation are at the User's expense and risk. The User indemnifies MyWheels against claims as described in the preceding sentence. In addition, MyWheels reserves the right, if requested to do so by a government agency or private institution with a government task, to disclose, where appropriate, personal data of the User.
- 13.2 MyWheels is entitled, if it has paid fines or assessments, to increase the amount thereof with a fee for administration costs and, at its option, to pass on the amount to the Subscriber or to pass it on to or redirect it to the User, all as included in the fee schedule on the Website and/or in the App.

Article 14 | Intellectual Property

MyWheels reserves all rights (including copyrights, trademark rights, patents and any other intellectual property right) to which it is entitled under the law. This expressly includes the information presented on the Website and/or in the App (including texts, graphic material and logos).

Article 15 | Privacy

- 15.1 With respect to the Services, MyWheels acts as a "controller" under the General Data Protection Regulation. Processing of personal data by or on behalf of MyWheels in the context of the Services takes place in accordance with MyWheels' privacy policy, which can be consulted at <https://mywheels.nl/en/algemene-voorwaarden-zakelijk>.

15.2 MyWheels Vehicles have been equipped with 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 and its insurer), all with due observance of the GDPR.

Article 16 | Amendments to the Terms of Use

16.1 MyWheels expressly reserves the right to make amendments to the Terms of Use. Any amendments will be communicated to the User by email and the Website and/or App.

16.2 Amendments to the Terms of Use will take effect on the date as published. Until the effective date of the amendment, the unaltered Terms of Use will remain in effect.

Article 17 | Applicable law, complaints and dispute resolution

17.1 Complaints will be handled by MyWheels in accordance with the procedure as stated on the Website and/or in the App.

17.2 These Terms of Use are exclusively governed by Dutch law.

17.3 Subject to provisions of mandatory law, all disputes between the parties will be settled by the District Court of the Northern Netherlands, Amsterdam location.