

# General Terms and Conditions of MyWheels for private clients, self-employed workers without employees and one-man businesses.

## 1 Definitions

Subscriber	A natural person (also including self-employed workers without employees or one-man businesses) who take out a Subscription with MyWheels for private purposes.
Subscription	The agreement between MyWheels and the Subscriber pursuant to which the Services can be used during the agreed period and whether or not against payment of a Subscription fee. Subscriptions may differ from each other, for example in terms of pricing.
Subscription fee	The monthly fee (if any) payable by the Subscriber to MyWheels pursuant to a Subscription.
Account	The personal account created by a natural person with which, after approval and activation by MyWheels, the Subscriber or a Subscription Partner can use the Services under the Subscription.
General Terms and Conditions	These General terms and Conditions of MyWheels for private clients (including self-employed workers without employees and one-man businesses)
App	The smartphone application of MyWheels.
Driver	A natural person, who within the framework of a Reservation is entitled to temporarily use a Vehicle, including in any case a Subscriber and/or a Subscription Partner. This can also be a natural person with his/her own Subscription, who is additionally added to a Reservation (not being a Subscription Partner).
Subscriber	A natural person, with their own Account, with whom the Subscriber shares their Subscription.
Service(s)	The services to be provided by MyWheels, pursuant to the Subscription and on the basis of these General Terms and Conditions, against payment, which mainly consist of (i) a right to use the Website and the App and (ii) making Vehicles available for a certain period of time and against payment of a Rental Fee ( <i>hire</i> ) for temporary use.
Reservation	A (separate) agreement between MyWheels and the Subscriber pursuant to which one or more Drivers - on the basis of these General Terms and Conditions - are entitled to temporarily use a Vehicle for a specified period and upon payment of a Rental Fee.
Rental Fee	The fee payable by the Subscriber to MyWheels on account of the Services.
MyWheels	The Private Limited Liability Company under Dutch law MyWheels B.V., with its registered office in Amsterdam, registered with the Chamber of Commerce under number 37133089.
Vehicle	A passenger car offered via the Website or App by MyWheels.
Website	<a href="http://www.mywheels.nl">www.mywheels.nl</a>

## 2 Applicability

- 2.1 These General Terms and Conditions apply to all Services of MyWheels (including the use of the Website, the App and all Subscriptions and Reservations) and all ensuing and subsequent obligations.
- 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 in these General Terms and Conditions and in any further agreements on behalf of MyWheels, are equally stipulated on behalf of intermediaries and other third parties engaged by MyWheels.
- 2.4 MyWheels is at all times entitled to amend or supplement these General Terms and Conditions. Amendments will also apply to already concluded Subscriptions with due observance of a period of at least thirty (30) days after notification of the amendment on the Website, in the App or by electronic message. If the Subscriber does not wish to accept an amendment in these General Terms and Conditions, he may cancel the Subscription pursuant to article 5 of these General Terms and Conditions before the effective date of the relevant amended General Terms and Conditions.
- 2.5 In the event of nullity or annulment of one or more provisions of the General Terms and Conditions, the remaining provisions of the General Terms and Conditions will continue to apply in full to a Subscription and/or Reservation. The parties will consult each other to replace an invalid or void provision of the General Terms and Conditions by a provision that is valid or non-annullable and that corresponds as closely as possible to the purpose and meaning of the invalid or void provision.
- 2.6 The Subscriber must ensure that Subscription Partners, Drivers and third parties take note of and comply with these General Terms and Conditions. All provisions of these General Terms and Conditions apply in full to Subscription Partners and Drivers, provided that the Subscriber will at all times be fully liable for:
  - a. conduct of Subscription Partners, Drivers and third parties;
  - b. all (payment) obligations arising from these General Terms and Conditions, or any other obligations towards MyWheels.
- 2.7 If MyWheels imposes a penalty for a breach of these General Terms and Conditions, MyWheels will be entitled to claim compensation for damages insofar as the damage incurred exceeds the amount of the penalty. This also applies if Subscription Partners, Drivers and third parties acted without the knowledge or consent of, or contrary to instructions from the Subscriber.

### 3 Registration and Account

- 3.1 To be eligible for an Account, an applicant must at least:
- a. have reached the minimum age of eighteen (18) years;
  - b. have a demonstrable residential address in the Netherlands;
  - c. be reachable by email and telephone;
  - d. be in possession of a valid driving licence (please refer to the Website to find out which driving licences are accepted);
  - e. to dispose of their own bank account with a bank within the SEPA area;
  - f. have accepted these General Terms and Conditions and the privacy statement.

For an applicant who is a self-employed worker without employees or a one-man business, an applicant must additionally:

- a. be registered with the Chamber of Commerce;
  - b. have a demonstrable business address in the Netherlands.
- 3.2 A self-employed worker without employees or one-man business can also add the company name to an Account so this company name will also appear on the invoices to the Subscriber. MyWheels is under no circumstances obliged to distinguish on the invoice between Reservations for private and business purposes, or to draw up different invoices for this purpose.
- 3.3 When making the first Reservation via the Account, the Applicant must transfer EUR 0.01 from the Applicant's registered (business) payment account to verify the bank account. After the first Reservation or registration, a requested Account will be verified by MyWheels on a number of points, including:
- a. the validity of the driving licence via a check at the National Vehicle and Driving Licence Registration Authority RDW;
  - b. the photograph on the driving licence is checked for authenticity features;
  - c. security verification via text message;
  - d. the name in which the bank account is registered;
  - e. reliability, creditworthiness and payment behaviour of the applicant.
- 3.4 An Account is only active after the registration has been checked and approved by MyWheels. MyWheels will check an application for an Account during or after making the first Reservation. MyWheels will do so as soon as possible but it is not obliged to do so on the day the Reservation is made.
- 3.5 The Subscriber is fully responsible, and jointly and severally liable for the consequences of the use of an Account, and/or the corresponding username and password, including making Reservations, even if a third party has gained (unauthorized) access to the Account. Furthermore, the Subscriber is obliged to take effective (security) measures himself, such as enable two-step verification or regularly change passwords.
- 3.6 MyWheels may assume that when someone logs in with a name or password belonging to an Account, that person is authorized to do so. As soon as a Subscriber suspects that his/her password or username is held by unauthorized persons or that an unauthorized third party has access to the Account, the Subscriber must immediately block the Account and/or change the password and immediately notify MyWheels.
- 3.7 Within the legal frameworks, MyWheels is entitled to obtain information from third parties about the applicant for an Account or about the Account of a Participant, and without stating specific reasons therefore:
- a. refuse (activation of) a requested Account or impose additional requirements on the provision or use of an Account;
  - b. deny a Subscriber (or a Subscription Partner) access to a (linked) Account for a definite period of time or permanently.

#### 4 Link/Share an Account

- 4.1 On payment of a deposit, a Subscriber may request MyWheels to link his (active) Account with the Account of a Subscription Partner, provided that the Subscription Partner:
  - a. resides at the same address (in the case of private Subscribers); or
  - b. is an employee (in the case of self-employed workers without employees and one-man businesses).
- 4.2 After linking the Account, the Subscriber may make use of the Services pursuant to the Subscriber's Subscription.
- 4.3 MyWheels is entitled to limit the number of links per Account. For the current number of Accounts to be linked, please refer to the Website.

## 5 Subscription

- 5.1 Subject to the other provisions in these General Terms and Conditions, a Subscription comes into effect as soon as an Account is activated by MyWheels. This is in principle a so-called 'Start Subscription', which the Subscriber can change to another (non-business) Subscription in the Account itself.
- 5.2 The Subscriber may owe a Subscription Fee to MyWheels under a Subscription.
- 5.3 A Subscription is entered into for the duration of one (1) month and cannot be terminated early unless agreed otherwise in Writing. Thereafter, a Subscription may be terminated at any time by the Subscriber via the App, or by MyWheels in Writing.
- 5.4 The notice period commences on the first day on which MyWheels or the Subscriber respectively received confirmation of cancellation. If a Subscription is not cancelled, it will be automatically and tacitly renewed each month for the period of at least one (1) month.
- 5.5 In the event of cancellation of the Subscription by the Subscriber, the obligation to pay the Subscription Fee ceases as of the first day of the month following the month in which MyWheels received the cancellation. Any Subscription fees paid will not be refunded.
- 5.6 Cancellation of a Subscription does not release the Subscriber from the obligation to pay costs such as - but not exclusively - fines, outstanding invoices or damages arising from the use enjoyed.
- 5.7 These General Terms and Conditions will survive termination of a Subscription and continue to apply to conduct (acts or omissions) undertaken by a Subscriber, Subscription Partner, Driver and/or third parties prior to termination of a Subscription.
- 5.8 Termination of a Subscription does not immediately entail that all (personal) data are also deleted. MyWheels is entitled to keep these and associated data for as long as (legally) required.
- 5.9 If and as long as, in the opinion of MyWheels, a Subscriber, Subscription Partner, Driver and/or third party acts in violation of the obligations under the Subscription, 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 (a petition for) bankruptcy of the Subscriber or if the statutory debt adjustment under the Debt Restructuring (Natural Persons) Act WSNP becomes applicable to the Subscriber, MyWheels, without being liable to pay any compensation and without prejudice to its further rights:
  - a. will be entitled without further notice to suspend its obligations under the Subscription, a Reservation and/or these General Terms and Conditions in whole or in part;
  - b. will be entitled to impose further conditions;
  - c. will be entitled to unilaterally cancel the Subscription or a Reservation in full or in part by means of a written notice to the Subscriber;
  - d. will be entitled and without further notice to supervise a Vehicle or take back a Vehicle;
  - e. will be entitled, upon suspicion of criminal offences, insofar as not in violation of laws and regulations, to inform the authorities, providing all relevant details of the Subscriber, Subscription Partner, Driver and/or third parties.
- 5.10 MyWheels is at all times entitled to transfer a Subscription or the rights and obligations arising therefrom to third parties.

## 6 Offer

- 6.1 All offers by MyWheels to enter into a Subscription and Reservations, as stated on the Website or in the App are without obligation, unless expressly stated otherwise.
- 6.2 Each offer relating to Subscriptions and Reservations contains a complete and accurate description of the products, digital content and/or services offered and such information that the rights and obligations that are attached to the acceptance of the offer are clear to the Subscriber (or the Driver).
- 6.3 When MyWheels places a Vehicle on the Website or in the App, MyWheels will state, insofar as applicable to the relevant Vehicle:
  - a. the make, type, registration number, colour and type of fuel the Vehicle runs on;
  - b. any particulars relating to the Vehicle, such as the presence of a towing hook, automatic transmission and the number of seats;
  - c. any special regulations or restrictions regarding the use of the Vehicle;
  - d. the period(s) of availability of the Vehicle;
  - e. the Rental Fee payable by the Subscriber for the Vehicle.
- 6.4 MyWheels will make every effort to keep the offer on the Website and in the App as up-to-date and accurate as possible but cannot guarantee this.

## 7 Reservation

- 7.1 The Subscriber or Subscription Partner can make Reservations, from the Account, via the Website or in the App for a period (start and end time) to be indicated.
- 7.2 With due observance of the other provisions of the General Terms and Conditions, a Reservation comes into effect as soon as it is expressly accepted by MyWheels.
- 7.3 MyWheels cannot guarantee that a Vehicle will be available at all times, even after a Reservation has been accepted. If a Vehicle - for whatever reason - is not available, MyWheels will make an effort to make an alternative Vehicle available .
- 7.4 In connection with a Reservation, the Subscriber owes a Rental Fee to MyWheels.
- 7.5 For the duration of a Reservation, only a holdship of the Vehicle exists and no right of retention or other right of suspension arises in relation to the Vehicle.
- 7.6 MyWheels may take all measures it considers necessary to protect its (property) rights. Any associated costs will be at the expense of the Subscriber.
- 7.7 MyWheels is entitled to set a maximum for the number of Reservations to be made. In addition, MyWheels is entitled to refuse a Reservation or attach further conditions to it.
- 7.8 The minimum required age may vary per Vehicle.
- 7.9 A Driver (not being a Subscription Partner) can be added to a Reservation by means of his/her email address. The Driver will receive a notification (email, text message or push message) with the request to accept the invitation. The Subscriber guarantees that only Drivers with an activated Account will be added to a Reservation.
- 7.10 MyWheels is entitled to limit the number of Drivers per Reservation. Please refer to the Website for the current number of Drivers allowed.
- 7.11 Only if the Vehicle is still available, a Reservation can be extended by changing the end time of the respective Reservation in the Account. The Subscriber will be due additional costs in this case.
- 7.12 If agreed, a Reservation can be cancelled via the Website or in the App. MyWheels is at all times authorized to charge the Subscriber a cancellation fee. Whether a cancellation fee is due in a specific case, and the amount of the cancellation fee is stated on the Website.
- 7.13 The Driver undertakes to behave as a good renter with respect to the use of the Vehicle.
- 7.14 The Driver is only authorized to use the Vehicle that has been agreed and at the end of the Reservation is obliged to make the Vehicle available again to MyWheels at the location indicated by MyWheels, in the condition in which Driver received the Vehicle.
- 7.15 The Reservation ends when the Vehicle is locked, unless:
  - a. the Vehicle is not made available again to MyWheels in accordance with the conditions article 7.14;
  - b. it concerns one of the cases mentioned in article 11.5 and this has resulted in damage, costs or (parking) fines for MyWheels after the Vehicle was locked.

In the aforementioned situation under a., the Reservation only ends when the Vehicle is unlocked again by MyWheels or by a next Driver.
- 7.16 MyWheels Vehicles are equipped with modern technology for the purpose of positioning, driving and operating the Vehicle. If there is reasonable cause to do so, MyWheels is authorized to process the data from this technology (including extracting and analysing data) and provide it to third parties (such as, for example, the police), such in compliance with the General Data Protection Regulation (AVG).

## 8 Rental Fee, discount, additional costs and declarations

- 8.1 The Rental Fee consists of the hourly and kilometre rate as stated on the Website or in the App at the time of the Reservation.
- 8.2 When a Reservation has ended, MyWheels automatically reads the Vehicle's odometer readings. If this is not possible, for example due to a breakdown, the Subscriber and Driver must provide an estimate of the number of kilometres driven. On this basis, the (final) invoice will be drawn up.
- 8.3 Under a Subscription, a Subscriber may be entitled to an automatic discount on the hourly and kilometre rates. The Subscriber does not need a discount code for this discount; the discount is automatically settled on the invoice.
- 8.4 If the Subscriber or Subscription Partner has received a discount code, it can be used during a Reservation and up to the end time of the Reservation, by entering it when (making) a Reservation. A discount code may expire or have already been used. In this case, the Subscriber or Subscription Partner can no longer apply the discount code.
- 8.5 MyWheels is at all times entitled to charge the Subscriber for any additional costs related to misconduct, improper use of and/or damage to the Vehicle, in each case at the sole discretion of MyWheels. This in any case includes the additional costs stated on the Website.
- 8.6 MyWheels is also entitled to pass on traffic and parking fines (including processing and administration costs) in full to the Subscriber and/or charge (or have charged) the Subscriber.
- 8.7 If a Driver has paid fuel costs himself, the Subscriber may claim these costs from MyWheels. A fuel receipt must be sent by email to MyWheels within five (5) working days after the date on which refuelling took place, also indicating the registration number of the relevant Vehicle and the trip details, in the absence of which the costs will not be reimbursed.

## 9 Fees and prices

- 9.1 All (rental) fees and prices of MyWheels are stated in euro and - unless explicitly stated otherwise - include turnover tax and/or other government-imposed levies of any kind but exclusive of administration fees and other additional costs.
- 9.2 MyWheels is at all times entitled to change the amount of the fees and other costs. Changes will be announced on the Website and the App or by electronic notification no later than thirty (30) days before they come into effect. If the Subscriber does not agree with these changes, he may cancel the Subscription in accordance with article 5 of these General Terms and Conditions as per the effective date of the announced change(s).



## 10 Payment

- 10.1 The Subscriber will receive an invoice from MyWheels with respect to the Subscription, the corresponding Reservation(s) and any costs.
- 10.2 In principle, payments are made in advance. The Subscriber must pay a kilometre fee per Reservation in addition to the hourly rate. The kilometre fee will be determined on the basis of an estimate by MyWheels at the time of the Reservation of the number of kilometres to be driven. If MyWheels determines at the end of the Reservation that the Vehicle was driven fewer kilometres than the estimated number, the positive balance may be refunded to the Subscriber or he may use it for a new Reservation.
- 10.3 If the parties agree that the Subscriber pays in arrears by direct debit order, MyWheels is entitled to require the Subscriber to pay a one-time deposit (see chapter 12 of these General Terms and Conditions).
- 10.4 With respect to retrospective payment, payment must be made to a bank account specified by MyWheels within fourteen (14) days of the invoice date, unless agreed otherwise in writing. Decisive for the time of payment is the moment MyWheels has received notification from its bank concerning the crediting of the relevant amount.
- 10.5 Any invoices will be reimbursed by MyWheels to the Subscriber subject to the provisions of the General Terms and Conditions. In the event of payment in arrears by the Subscriber, any claims will be deducted from the next invoice.
- 10.6 If payment of an invoice after notice of default is not made in full within the stipulated period, the Subscriber will immediately be in default by operation of law and will be due the statutory (commercial) interest from the date after the due date of the relevant invoice, in which case that interest will apply, with part of a month counting as a whole month. Furthermore, all extrajudicial collection costs (with a minimum of 40 euro) will then be borne by the Subscriber, provided that the determination of the amount of the extrajudicial collection costs will be in accordance with the Collection Cost Act [Wet Incassokosten] and the Extrajudicial Collection Costs (Fees) Decree [Besluit vergoeding voor buitengerechtelijke incassokosten].
- 10.7 If the Subscriber is in default of payment of any invoice as referred to in this clause, all other outstanding invoices will also be immediately due and payable after notice of default and in the absence of full payment within the specified period.
- 10.8 Payments made by the Subscriber will respectively serve to settle costs due, interest and consequently due and payable invoices that have been outstanding for the longest time, even if the Subscriber states at the time of payment that the payment relates to another invoice.
- 10.9 Without prejudice to mandatory statutory provisions, the Subscriber is not entitled to suspend and/or set off his/her payment obligations to MyWheels against any payment obligations of MyWheels to the Subscriber.
- 10.10 MyWheels is entitled to set off all claims against the Subscriber against any debt that MyWheels may have to the Subscriber, including against (the repayment of) any deposit.
- 10.11 All claims of MyWheels on the Subscriber are immediately due and payable in the following cases:
  - a. if after concluding the Subscription, MyWheels becomes aware of circumstances which give it reasonable cause for concern that the Subscriber will not meet his/her obligations, such as MyWheels' discretion;
  - b. in the event that MyWheels asked the Subscriber on concluding the Subscription to provide security for compliance and such security is not provided or is insufficient;
  - c. in the event of (a petition for) bankruptcy of the Subscriber or if the Debt Restructuring (Natural Persons) Act WSNP becomes applicable to the Subscriber.
- 10.12 Subject to mandatory statutory provisions, based on its assessment of the creditworthiness of the Subscriber, MyWheels is at all times entitled to require security or full or partial payment in advance from the Subscriber for compliance with due and payable, and non-due payment obligations. If and as long as the Subscriber fails to provide the required security or full or partial prepayment, MyWheels is authorized to suspend its obligations.
- 10.13 If the Subscriber fails to meet payment or other obligations to MyWheels or fails to do so on time, MyWheels is entitled to (temporarily) suspend MyWheels' obligations to the Subscriber or (temporarily) block the use of the Vehicles and means of access. In that case, MyWheels will not be liable for any ensuing damage. For the sake of clarity: MyWheels is, among others, authorized to (temporarily) suspend the use of the Services if a payment is refused or reversed, until the outstanding amount is paid in full.

## 11 Damage, excess and insurance

- 11.1 The Driver must check the car for damage(s) before taking it into use and report any damage(s) found at that time immediately to MyWheels. Damage(s) already known, as shown on the Website or in the App, need not be reported again to MyWheels.
- 11.2 The Subscriber bears the risk and is liable for all damages by any cause whatsoever, from the moment of actual putting a Vehicle into use by a Driver until the moment of termination of the Reservation as referred to in article 7.14 or article 7.15. This includes, but without any limitation, damages resulting from:
- loss, disappearance or theft of the Vehicle;
  - destruction of, defect or damage to the Vehicle;
  - defects or damage to a Vehicle or other property of third parties;
  - loss, theft, destruction of or damage to Vehicle documents and/or the licence plates;
  - failure to comply with obligations under the Subscription, a Reservation or these General Terms and Conditions.

MyWheels advises a Driver to also check the Vehicle for damage(s) at the end of a Reservation.

- 11.3 The Subscriber indemnifies MyWheels - subject to mandatory statutory provisions - against all claims by Subscribers, Drivers or third parties due to damage occurring due to or in connection with services provided by MyWheels, a Subscription or Reservation, or failure to fulfil obligations under the Subscription or these General Terms and Conditions. This applies among others to claims that Subscription Partners, Drivers or third parties (including car passengers) could enforce for damage or injury occurring due to or in connection with the use of a Vehicle.
- 11.4 In the event of an accident or any other event resulting in damage, the Subscriber, Subscription Partner and Driver, each for him- or herself, are obliged to:
- a. notify MyWheels thereof within 24 hours;
  - b. follow the instructions of MyWheels;
  - c. notify the police on the spot if necessary;
  - d. provide MyWheels or its insurer all requested and unsolicited information and all documents relating to the event within 24 hours;
  - e. submit a fully completed and signed European damage report form to MyWheels within 24 hours, also if the damage is reported via [mobielschademelden.nl](https://mobielschademelden.nl). If MyWheels is not in possession of a correctly completed and signed European damage declaration form within the stipulated period, it is authorized to charge the Subscriber the full damage amount and any additional costs;
  - f. not admit liability in any way;
  - g. leave the Vehicle in such a way that it is properly protected against the risk of damage or disappearance;
  - h. provide MyWheels and persons appointed by MyWheels with all requested cooperation to obtain compensation from third parties or for the defence of third-party claims;
  - i. where possible limit damage as much as possible;
  - j. in the event of theft, embezzlement, burglary, vandalism, suspected arson and other damage caused by third parties (whether or not caused during the Reservation), immediately report this to the police and provide a copy of the official police report.

11.5 The Subscriber, Subscription Partner and Driver are not allowed to:

- use the Vehicle for acts and/or conduct that violates applicable statutory provisions and/or these General Terms and Conditions;
- rent out the Vehicle, use the Vehicle to give driving lessons, transport persons and/or goods for payment, transport animals, transport highly flammable, toxic or otherwise dangerous substances, commit criminal offences, cross-country rides, compete in speed, performance or reliability races, or similar events;
- allow any person other than a Subscription Partner or Driver registered with MyWheels under the same Account to drive the Vehicle;
- act or refrain from acting contrary to instructions provided by MyWheels including these General Terms and Conditions;
- make changes to the Vehicle;
- attach fixtures and/or accessories to the Vehicle;
- the use of a trailer, folding trailer or similar is only allowed if the permitted mass of the Vehicle is not exceeded and if it complies with the applicable laws and regulations (such as - but not exclusively - its own licence plate);
- smoke (including an e-smoker, vaper and suchlike) in a Vehicle and/or drive a Vehicle under the influence of narcotics (such as alcohol, laughing gas and narcotics), or perform sexual acts in the Vehicle;
- use a (mobile) phone, tablet, smartwatch or comparable products while driving the vehicle, or perform other actions that influence driving behaviour;
- return the Vehicle with less than the prescribed amount of fuel/electricity;
- (continue to) drive the Vehicle when a warning light is on, when the Vehicle has a flat tyre and/or other defects;
- act contrary to the charging instructions of an electric Vehicle;
- use a fuel card, charge card or similar means of payment for other Vehicles or purposes than for fuel or electricity for the (reserved) Vehicle;
- have damage to or defects of the Vehicle repaired without the express and prior permission of MyWheels;
- tow or salvage the Vehicle (have the Vehicle towed or salvaged) without the express and prior permission of MyWheels;
- not leave the Vehicle clean and/or empty after use, or not lock the doors, windows and/or glove box properly and/or not switch off the lights;
- leave the Vehicle unattended without locking it;
- leave the Vehicle after use in such a way that it violates applicable laws and regulations such as, but not exclusively, the Road Traffic Act [Wegenverkeerswet].

11.6 The Subscriber is obliged to compensate MyWheels for any direct and indirect damage arising due to or as a result of the Subscriber acting in breach of the provisions of these General Terms and Conditions.

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

11.8 Unless otherwise agreed in writing, the insurance excess is 500 euro per claim. This amount will be at the expense of the Subscriber. If the Subscriber reduces the excess, the Subscriber will owe an additional Rental Fee in that case. The applicable conditions and fees can be found on the Website.

11.9 Liability of the Subscriber per claim is limited to the excess, unless the damage and costs:

- a. arose because the Subscriber, Subscription Partner and/or Driver failed to comply with the obligations under the Subscription, a Reservation or these General Terms and Conditions;
- b. resulted from intent or gross negligence of the Subscriber, Subscription Partner, Driver or third parties.

11.10 If there is a situation as referred to in article 11.9, the Subscriber is fully liable and will indemnify MyWheels - subject to mandatory statutory provisions - for all damages that MyWheels has suffered and will suffer as a result.

## 12 Deposit

12.1 A deposit will be payable by the Subscriber to MyWheels in the following cases:

- a. when linking an Account as referred to in article 4 of these General Terms and Conditions;
- b. if the 'pay in arrears' function as referred to in article 10.3 of these General Terms and Conditions is enabled via the Account;
- c. if the option to reduce the excess per trip is enabled via the Account.

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

## 13 Liability

13.1 MyWheels is liable for (direct) damage suffered by the Subscriber which is the result of a failure to comply with the General Terms and Conditions attributable to MyWheels. However, only those damages for which MyWheels is insured are eligible for compensation and only up to the amount paid out by the insurer where applicable.

13.2 In any case, the following damages are not eligible for compensation:

- a. property damage, such as but not limited to trading loss, consequential damage, delay damage and loss of profit;
- b. damage caused by acts or omissions of the Subscriber, Subscription Partners, Drivers or third parties in violation of instructions provided by MyWheels or in violation of 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 Subscriber, Subscription Partners or Drivers;
- d. damage in connection with the security of data stored by the Subscriber, Subscription Partners or Drivers on MyWheels' systems;
- e. damage related to (the content of) information reaching the Subscriber, Subscription Partners, 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 in connection with the loss or corruption of data or data becoming unusable that are 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, irrespective of the reason therefor;
- j. damage due to the fact that, despite a Reservation, a Vehicle turns out not to be available;
- k. damage as a result of loss or theft of personal or company property;
- l. damage resulting from the failure to renew a Reservation in a timely manner, including damage resulting from a Vehicle not being insured;
- m. damages or fines resulting from the use of a Vehicle in violation of applicable laws and regulations.

13.3 If the Subscriber's damage is eligible for compensation and (i) MyWheels' insurer does not pay out for any reason or (ii) the damage in question is not covered by MyWheels' insurance for any reason, compensation for the damage is limited to a maximum of 1,250, euro unless it concerns intent or conscious recklessness on the part of MyWheels' management.

## 14 Privacy

14.1 The Subscriber, Subscription Partner and Driver hereby declare that they are aware of MyWheels' Privacy Policy, as displayed on the Website and in MyWheels' App. This includes how privacy rights can be exercised.

## 15 Complaints

- 15.1 The services provided and products delivered by MyWheels in the context of a Subscription will in any case be inspected by the Subscriber and the Driver within a reasonable period after performance of the obligations. If the Subscriber and/or the Subscription Partner have not reported defects to MyWheels via email or the contact form on the Website within the aforementioned reasonable period after delivery, the services performed or products delivered will be deemed to have been accepted by the Subscriber and the Subscription Partner and to comply with the requirements and performance set out in the Subscription.
- 15.2 Other defects to services provided and products delivered that are not visible at the time of delivery or completion must be reported to MyWheels via email or the contact form on the Website within two (2) months of discovery or after they could reasonably have been discovered, under stating reasons, in the absence whereof the services provided or products delivered will be deemed to have been accepted by the Subscriber and the Subscription Partner and to comply with the requirements and performance set out in the Subscription.

## 16 Disputes and applicable law

- 16.1 All agreements concluded by MyWheels are exclusively governed by Dutch law.
- 16.2 Except for mandatory statutory provisions, all disputes between parties will be settled by the District Court of Noord-Nederland, location Amsterdam.