

## General Terms and Conditions of MyWheels for business customers

### 1. Definitions

Supplier	MyWheels, that offers cars for temporary use via the Website and the App for a definite period and in return for payment of a Hire Payment.
Subscriber	The natural person or legal entity that takes out a Subscription with MyWheels for business purposes and in order to make Reservations.
Subscription	The agreement between MyWheels and the Subscriber on the grounds of which a User is entitled to make Reservations during the agreed period and in return for payment or otherwise of a Subscription Fee.
Subscription Fee	The payment which the Subscriber owes MyWheels on account of a Subscription.
Account	The personal User account which has been created by the Subscriber and approved by MyWheels, with which the User can, for example, make Reservations.
General Terms and Conditions	These MyWheels general terms and conditions for business customers (non-profit, SME and major corporate companies).
App	The MyWheels app.
Car	A car offered by MyWheels via the Website or App being either a private or commercial vehicle.
Driver	A natural person who can be added to an Account by a User and is therefore entitled to make temporary use of a Car, in addition to the User, in the context of a Reservation.
User	A natural person or legal entity, including an employee of the Subscriber, who has an Account and is permitted by the Subscriber, on account thereof, to make Reservations and to add (a) Driver(s) to these Reservations.
Main Account	The Subscriber's general and non-personal administrator account, which has been approved by MyWheels and which gives entitlement, in the context of a Subscription, to administer the services of MyWheels for Users, including the adding of Accounts by the Subscriber to this administrator account.
Reservation	A temporary hire agreement between MyWheels and the Subscriber on the grounds of which a User is entitled, for a definite period and in return for payment of a Hire Payment, to make temporary use of a Car for commercial purposes.
Hire Payment	The payment which the Subscriber owes MyWheels on account of a Reservation.
MyWheels	Wheels4all Holding B.V., established at James Wattstraat 77-K, 1097 DL in Amsterdam, registered with the Chamber of Commerce under number 37133089, being the Supplier.
Website	<a href="http://www.mywheels.nl">www.mywheels.nl</a>

## 2. Applicability

- 2.1. These General Terms and Conditions are applicable to any use of the Website and the App and to all Subscriptions and Reservations, as well as to all ensuing commitments.
- 2.2. The provisions in these General Terms and Conditions can only be deviated from in writing. In such cases, the applicability of the other provisions shall continue to apply in full.
- 2.3. All rights and entitlements, as stipulated in these General Terms and Conditions and in any other agreements on behalf of MyWheels, will be similarly stipulated on behalf of intermediaries and other third parties engaged by MyWheels.
- 2.4. MyWheels always has the right to amend or supplement these General Terms and Conditions. Amendments will also apply to Subscriptions that have already been taken out, with due observance of a period of thirty (30) days after the announcement of the amendment on the Website, in the App or by electronic messaging. If the Subscriber does not wish to accept an amendment in these conditions, the Subscriber in question can cancel the Subscription on the grounds of Article 4 of these General Terms and Conditions.
- 2.5. If one or more provisions of the General Terms and Conditions become invalid or null and void, the other provisions of the General Terms and Conditions will continue to apply in full to a Subscription and/or Reservation. The parties will consult in order to replace an invalid or null and void provision of the General Terms and Conditions with a provision which is valid or non-voidable and which corresponds as closely as possible to the purpose and the purport of the invalid or null and void provision.
- 2.6. All provisions of these General Terms and Conditions apply in full to Users and Drivers, on the understanding that the Subscriber is always fully liable for (i) actions and omissions of Users, Drivers and third parties and (ii) all (payment) obligations resulting from these General Terms and Conditions, or any other obligations vis-à-vis MyWheels.

## 3. Registration, Main Account and Account

### *Main Account*

- 3.1. In order to be eligible for a Main Account an applicant must at least: (i) be registered with the Chamber of Commerce, (ii) provide proof of a business address in the Netherlands, (iii) have a business payment account with a bank in the Netherlands and (iv) have a usable business email address.
- 3.2. Upon registration, the applicant must, by way of verification, transfer EUR 0.01 via iDeal from the stated business payment account. After registration, MyWheels will check a requested Main Account as regards, among others, the following points: (i) Chamber of Commerce details and (ii) the applicant's reliability, creditworthiness and payment behaviour.
- 3.3. The Subscriber must designate a contact person for the Main Account.

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

- 3.4. Only the Subscriber can ask MyWheels to add a User to a Main Account. A User cannot submit such a request to MyWheels independently. The person in question will receive an email with a request to accept the invitation sent and to enter their personal data and driving licence details.
- 3.5. Adding a User to a Main Account is free of charge, and there are no restrictions on the number of additions. The contact person of a Main Account must also have an Account in order to be able to make a Reservation.
- 3.6. In order to be eligible for an Account a User must at least: (i) have reached the minimum age of eighteen (18), (ii) provide proof of a residential address in the Netherlands, (iii) have a usable email address, (iv) submit a Certificate of Conduct [Verklaring Omtrent Gedrag] (VOG) if MyWheels requests one, and (v) have a valid driving licence.

- 3.7. After the Subscriber has added an Account to a Main Account, MyWheels will check a requested Account as regards, among others, the following points: (i) The validity of the driving licence by checking with the Netherlands Vehicle Authority (RDW) and (ii) security verification via SMS (2FA).
- 3.8. If a User already has a private account with MyWheels, to which a private email address is linked, the User can also use this private email address for the (business) Account. The User must submit a request to this effect to the contact person of the Main Account.

#### *Miscellaneous*

- 3.9. A Main Account or Account is only active after MyWheels has checked and approved the registration or addition. MyWheels will check a Main Account or Account as soon as possible but is not obliged to do this on the day on which the addition is registered.
- 3.10. The Subscriber and the User are themselves fully responsible for the consequences of using a Main Account and an Account and the corresponding username and password, including the making of Reservations, even if a third party has gained unauthorised access to a Main Account or Account. The Subscriber and the User are themselves also obliged to take relevant, effective (security) measures, such as regularly changing the password.
- 3.11. MyWheels assumes that the Subscriber and the User are also in fact the parties that register with a username or password. As soon as the Subscriber or User suspects that a password or username has been acquired by unauthorised parties, the Subscriber and User must immediately inform MyWheels to that effect.
- 3.12. MyWheels is always entitled to obtain information from third parties regarding the applicant for a Main Account, or in the context of adding an Account, and without stating any specific reasons to: (i) refuse a Main Account or Account, or to impose additional requirements on the provision or use of a Main Account or Account, and (ii) deny a Subscriber or a User access to a Main Account or Account for a certain period of time or definitively.

## **4. Subscription**

- 4.1. With due regard for the other provisions in the General Terms and Conditions, a Subscription is created as soon as MyWheels has activated a Main Account and the Subscriber has received a confirmation email from MyWheels.
- 4.2. A Subscriber may owe MyWheels a Subscription Fee on account of a Subscription.
- 4.3. The minimum term of a Subscription is one (1) month. After that, the Subscriber can cancel a Subscription by email at any time. The notice period commences on the first day on which MyWheels receives the cancellation confirmation.
- 4.4. If the Subscriber cancels the Subscription, the obligation to pay the Subscription Fee stops as from the first day of the month following the month in which MyWheels received the cancellation. In such instances, any Subscription Fees will not be refunded.
- 4.5. After a Subscription has been terminated, these General Terms and Conditions will continue to apply and be applicable to the conduct (actions or omissions) of the Subscriber, User and/or Driver before the termination of a Subscription.
- 4.6. The cancellation of a Subscription will not directly result in a Main Account and any Accounts being de-registered. MyWheels is entitled to keep these and the corresponding details for as long as it considers necessary.

## 5. Supply

- 5.1. All offers by MyWheels to agree a Subscription and Reservations, as stated on the Website or in the App are without obligation, unless explicitly stated otherwise.
- 5.2. When MyWheels places a Car on the Website or in the App, MyWheels will also state the following insofar as applicable to the Car in question:
  - a. The make, model, registration number, colour, and the type of fuel that the Car uses.
  - b. Any other particulars relating to the Car, such as the existence of a tow bar, automatic transmission and the number of seats.
  - c. Any particular regulations or restrictions relating to using the Car.
  - d. A description of the condition of the Car, including any existing damage and defects.
  - e. The period or periods during which the Car is available.
  - f. The Hire Payment for the Car payable by the Subscriber.

## 6. Reservation

### *General*

- 6.1. With due regard for the other provisions in the General Terms and Conditions, a Reservation is created as soon as MyWheels explicitly accepts it, and the User has received a confirmation email.
- 6.2. Within the framework of a Reservation, the Subscriber will owe a Hire Payment to MyWheels.
- 6.3. For the term of a Reservation, the User is only the holder of a Car and does not have any right of retention or right to suspend with regard to a Car.
- 6.4. MyWheels will be able to take any measures it considers necessary in order to protect its (property) rights. Any related costs will be for the Subscriber's account.
- 6.5. Without being obliged to pay any compensation, MyWheels is entitled, without any further notification, to suspend its obligations on account of these General Terms and Conditions wholly or partially, to impose further conditions thereon, or to dissolve a Subscription or Reservation, to carry out supervision on a Car, or to repossess it, if and as long as it is of the opinion that the Subscriber, User, Driver and/or third parties are acting (or are suspected of acting) contrary to the obligations under these General Terms and Conditions. In the event of a suspicion of criminal offences, MyWheels is authorised, insofar as such is not contrary to legislation and regulations, to inform the authorities and also issue all relevant details of the Subscriber, User, Driver and/or third parties.

### *Reservation*

- 6.6. A User can reserve a Car on the Website or in the App for a specified period (start and end time).
- 6.7. MyWheels is entitled to set a maximum per User in terms of the number of Reservations to be made. MyWheels is also entitled to refuse a Reservation, or to attach additional conditions.
- 6.8. The minimum age for making a Reservation for an electric Car is 21.

### *Adding a Driver to a Reservation*

- 6.9. A Driver can be added to a Reservation. A User can add a Driver using their email address. The Driver will receive an email with a request to accept the invitation and enter their personal data and driving licence details.
- 6.10. Adding a Driver is free of charge. A maximum of three Drivers can be added.

*Extending, cancelling and terminating a Reservation*

- 6.11. A Reservation can be extended, but only if the Car is still available, by changing the end time of the Reservation in question in the Account. In such instances, the Subscriber may have to pay additional costs.
- 6.12. A User can cancel a Reservation free of charge until the start time of the Reservation. After that, a Reservation can only be terminated by changing the end time of the Reservation in question.

*Obligations of the Subscriber – conditions of use*

- 6.13. Users are obliged to conduct themselves with regard to the use of the Car in a manner befitting a good Hirer.
- 6.14. The User is only authorised to use the Car as agreed and is obliged to make the Car available to MyWheels at the end of the Reservation, at the location indicated by MyWheels, in the state in which the User received the Car.
- 6.15. Before use, the User must check the Car for damage and report any observed damage immediately to MyWheels. Damage that is already known to exist, as shown on the Website or in the App, does not have to be reported to MyWheels.
- 6.16. The Subscriber bears the risk, and is liable, for all damage, including as a consequence of loss, misplacement, theft, destruction, defects or other damage of or to a Car, or caused by a Car, vehicle documents and/or the registration plates, no matter what the cause, as from the moment a User actually starts using a Car until the moment at which the User returns the Car to MyWheels.
- 6.17. The Subscriber indemnifies MyWheels against all claims by Users, Drivers or third parties due to damage that has occurred by, or in connection with, services performed by MyWheels, a Subscription or Reservation. This applies to, among other things, claims which Users, Drivers or third parties (including passengers in a Car), could make due to damage or injury which has arisen by, or in connection with, use of a Car.
- 6.18. In the event of an accident or any other occurrence which leads to damage the Subscriber, User and Driver are each obliged:
  - a. to inform MyWheels immediately;
  - b. to follow the instructions issued by MyWheels;
  - c. to inform the police at the scene, if necessary;
  - d. to provide, upon request and otherwise, all information and all documents which relate to the event to MyWheels or to its insurer;
  - e. to submit a fully completed and signed claims form to MyWheels in the event of damage involving third parties or objects belonging to third parties within 48 hours;
  - f. to refrain from acknowledging any blame;
  - g. not to leave the Car behind without protecting it properly against the risk of damage or loss;
  - h. to cooperate fully with MyWheels and with people designated by MyWheels in order to obtain compensation from third parties, or for a defence against third-party claims;
  - i. to limit the damage to a minimum wherever possible; and
  - j. to report to the police immediately any theft, embezzlement, break-in, vandalism, a suspicion of arson and other damage caused by third parties (whether caused during the Reservation or otherwise).
- 6.19. The Subscriber, User and Driver are not permitted to:
  - a. use a Car for actions and/or conduct which is contrary to applicable legal stipulations and/or these General Terms and Conditions;
  - b. rent out a Car, use it for driving lessons, to transport people and/or goods in return for payment, to transport animals, to transport hazardous substances, to commit criminal offences, or to participate in speed, performance or reliability events or any similar events;
  - c. allow people other than the User or the Driver to drive a Car;

- d. engage in an action or omission which is contrary to the instructions issued by MyWheels, or which is contrary to these General Terms and Conditions;
- e. fit accessories or paraphernalia, or make changes, additions or extensions to a Car;
- f. smoke in a Car and/or drive a Car while under the influence of narcotics (such as alcohol and drugs);
- g. return a Car with a fuel tank which is less than a quarter full, or a battery which is charged to less than 80% in the case of electric Cars;
- h. continue driving a Car if, after starting it, a warning light is on, or if a Car has a puncture; and
- i. act contrary to the charging instructions of an electric Car.

## **7. Hire Payment, discount, extra costs and expense claims**

- 7.1. The Hire Payment consists of the hourly rate and the rate per kilometre as stated on the Website or in the App at the time of the Reservation. The hourly rate is made up of the number of hours times the applicable hourly rate, calculated per 15 minutes. The Subscriber must pay the hourly rate a maximum of ten times per 24 hours. The rate per kilometre includes use, upkeep and insurance.
- 7.2. MyWheels will automatically read the Car's mileage when a Reservation has ended. If this is impossible, for example due to a malfunction, the User must provide an estimate of the number of kilometres driven. The definitive invoice will be drawn up on this basis.
- 7.3. In the context of a Subscription, the Subscriber may be entitled to an automatic discount on the hourly rate and rates per kilometre. The Subscriber does not need a discount code to be eligible for this discount, and the discount will be automatically taken into account on the invoice.
- 7.4. If the Subscriber or User has received a discount code, this can be used during or after a Reservation, and for no longer than until the end time of the Reservation, by inputting it when making a Reservation. A discount code may have expired or may have already been used. In that case, the Subscriber or User will no longer be able to use the discount code.
- 7.5. MyWheels is always entitled to charge extra costs in full to the Subscriber in connection with misconduct, incorrect use of and/or damage to a Car, always exclusively at the discretion of MyWheels. This is, in any event, the extra costs which are stated on the MyWheels Website: [Extra Costs](#).
- 7.6. MyWheels is also entitled to charge on traffic and parking fines (including processing and administration costs) entirely to the Subscriber.
- 7.7. If Users have paid fuel costs themselves, the Subscriber can claim these costs from MyWheels. Users cannot, therefore, claim these costs from MyWheels themselves. A fuel receipt must be sent by email to MyWheels within five (5) working days after the date on which fuel was purchased, along with a statement of the registration number of the Car in question and the journey details. Failure to do so will result in the costs no longer being reimbursed.

## **8. Rates and prices**

- 8.1. All MyWheels rates and prices are in euros and – unless explicitly indicated otherwise – exclude turnover tax and/or other levies imposed by the government, of any nature, and also exclude administration costs and other additional costs.
- 8.2. MyWheels is always entitled to change the amount of the fees and other costs. The changes are to be published on the Website and in the App, or by electronic notification, no later than thirty (30) days before they become effective. If the Subscriber does not agree to the changes, the Subscriber in question can cancel the Subscription on the grounds of Article 4 of these General Terms and Conditions.

## **9. Payment**

- 9.1. MyWheels will send the Subscriber an invoice for the Subscription, the accompanying Reservation(s) and any costs.

- 9.2. The invoice will be paid by means of direct debit, or manual transfer, unless agreed otherwise.
- 9.3. Payment must be made within fourteen (14) days after the invoice date, unless agreed otherwise in writing. Payment must be made to the bank account indicated by MyWheels. The moment of payment will be determined by the moment at which MyWheels has received notification from its bank concerning the crediting of the amount in question.
- 9.4. Any claims will be deducted from the subsequent invoice.
- 9.5. If an invoice has not been paid in full by the set deadline, the Subscriber will be legally in default with immediate effect, without any further notice of default being required and will owe interest, from the date following the due date of the invoice in question, of 1% per month (unless the statutory commercial interest rate is higher, in which case that interest rate will be applicable), whereby part of a month will apply as a whole month. Moreover, all extrajudicial collection costs will be payable by the Subscriber. These costs are hereby determined in advance by the parties as being at least 15% of the outstanding claim, with a minimum of EUR 150. Without prejudice to the above, MyWheels is authorised to claim the actual extrajudicial costs if these are higher.
- 9.6. If the Subscriber is in default with regard to payment of any invoice as referred to in this article, all other outstanding invoices will be immediately due and payable, without any additional notice of default being required.
- 9.7. Payments made by the Subscriber serve respectively for the settlement of payable costs and interest and then invoices which have been outstanding the longest, even if the Subscriber states upon payment that the payments relates to another invoice.
- 9.8. Without prejudice to mandatory law provisions, the Subscriber is not entitled to suspend its payment obligations vis-à-vis MyWheels and/or set those obligations off against any payment obligations that MyWheels has vis-à-vis the Subscriber.
- 9.9. MyWheels is entitled to set off any claims it has vis-à-vis the Subscriber against any debt which MyWheels might have vis-à-vis the Subscriber.
- 9.10. All of MyWheels' claims vis-à-vis the Subscriber are immediately due and payable in the following instances:
- a. If, after taking out the Subscription, MyWheels becomes aware of circumstances which give it good grounds for fearing that the Subscriber will not fulfil its obligations, such at the discretion of MyWheels.
  - b. If MyWheels has asked the Subscriber to provide security when taking out the Subscription for the fulfilment as referred to in Article 9.10, and this security is not provided or is insufficient.
  - c. In the event that the Subscriber files for bankruptcy or applies for a suspension of payments, or in the event of the liquidation or bankruptcy of the Subscriber.
- 9.11. On the basis of its estimate of the Subscriber's creditworthiness, MyWheels is always entitled to demand security, or full or partial advance payment, for the fulfilment of exigible and non-exigible payment obligations. If and as long as the Subscriber remains in default as regards the demanded security or full or partial advance payment, MyWheels will be authorised to suspend its obligations.

## **10. Damage, insurance excess and insurance**

- 10.1. All of MyWheels' Car's are insured against third party, fire and theft for the term of a Reservation. MyWheels has also taken out passenger insurance policies for all passengers.
- 10.2. The insurance excess in the event of damage amounts to EUR 500 per incident of damage and is payable by the Subscriber.

- 10.3. The Subscriber's liability is limited per incident of damage to the amount of the insurance excess, unless the damage and costs:
- a. came about because the Subscriber, User and/or Driver did not fulfil the obligations on account of these General Terms and Conditions;
  - b. are the consequence of intent or gross negligence on the part of the Subscriber, User, Driver or third parties.
- 10.4 In the event of a situation as referred to in Article 10.3 under a and/or b, the Subscriber will be fully liable and will indemnify MyWheels for all damage which MyWheels has suffered, and will still suffer, as a consequence.

## 11. Liability

11.1. MyWheels is liable for (direct) damage which the Subscriber suffers, and which is the consequence of a failure to fulfil the General Terms and Conditions which is attributable to MyWheels. However, only the damage for which MyWheels is insured qualifies for compensation and only up to the amount, if any, that the insurer pays out in the case in question.

11.2. The following do not, in any event, qualify for compensation:

- a. Pecuniary loss damage such as – but not limited to – trading loss, consequential damage, loss due to operational delays and lost profit.
- b. Damage which arises due to an action or omission by the Subscriber, Users, Drivers or third parties which is contrary to the instructions issued by MyWheels, or which is contrary to these General Terms and Conditions.
- c. Damage as a direct consequence of incorrect, incomplete and/or faulty information issued to MyWheels by, or on behalf of, the Subscriber, Users or Drivers.
- d. Damage in connection with the security of data saved by the Subscriber, Users or Drivers on MyWheels systems.
- e. Damage in connection with (the content of) information which reaches the Subscriber, Users, Drivers or third parties when using the services.
- f. The consequences of the content of the information (services) supplied with the services being inaccurate or incomplete.
- g. Damage in connection with the data which is saved or transferred digitally or electromagnetically becoming lost, corrupt or unusable.
- h. Damage in connection with the reproduction or disclosure of confidential or valuable information.
- i. Damage as a consequence of the Website or App being temporarily inaccessible, irrespective of the reason.
- j. Damage due to the fact that, despite a Reservation, a Car appears not to be available.
- k. Damage as a consequence of loss or theft of personal property.
- l. Damage as a consequence of the late extension of a Reservation, including damage as a consequence of a Car not being insured.
- m. Damage or fines resulting from using a Car in a way which is contrary to applicable legislation and regulations.

11.3. If the damage suffered by the Subscriber qualifies for compensation and (i) the MyWheels insurer, for whatever reason, does not proceed to pay out for the damaging question or (ii) the damage in question, for whatever reason, is not covered by MyWheels' insurance, the compensation for the damage will be limited to the maximum amount of EUR 1,000 excluding VAT.

## 12. Privacy

12.1. The Subscriber, User and Driver hereby declare that they are aware of the MyWheels privacy policy, as described in the privacy statement on the MyWheels Website and in the MyWheels App.



- 12.2. Every Subscriber, User or Driver has the right to information regarding their saved data and to amend and block this data, or have it deleted. With a view to exercising these rights and for other questions, MyWheels can be contacted using the following email address: [support@mywheels.nl](mailto:support@mywheels.nl).

### **13. Complaints**

If the Subscriber does not report defects in writing and with reasons within a reasonable period of eight (8) days after delivery of the services by MyWheels, the services performed will be deemed to have been accepted by the Subscriber and to comply with the requirements and performance laid down in these General Terms and Conditions.

### **14. Disputes and applicable law**

- 14.1. All agreements concluded by MyWheels are exclusively subject to Dutch law.
- 14.2. Any disputes between the parties will be exclusively settled by the District Court of the Northern Netherlands, Amsterdam location.