

IMPORTANT – READ CAREFULLY

Read these terms and conditions carefully before registering. It declares your rights and obligations as a FETCH car sharing user. By registering as a Customer of FETCH car sharing, and thus creating an account, you agree to abide by the agreement and these terms and conditions and you understand and accept that you are giving up certain legal rights. You also confirm that the information you provided during your registration is complete and accurate and that you meet and continue to meet the conditions and eligibility criteria to become and remain a FETCH car sharing Customer.

You also confirm that you take full responsibility for all rides registered on your account, no matter who pays the entry fee or fare. You further understand that, in our sole discretion, we may reject your application for a FETCH car sharing account or terminate your existing agreement, whether or not you meet the eligibility criteria and without incurring any obligation to provide any reason or justification to do so. You also understand that we may change the eligibility criteria for the FETCH car account or (part of) the terms and conditions associated with the FETCH car sharing program for sharing cars or may change the FETCH car sharing agreement at any time.

YOU CAN CANCEL YOUR FETCH CAR SHARING ACCOUNT AT ANY TIME BY WRITING THIS TO SUPPORT@FETCHCARSHARING.NL. FEES AND OTHER EXPENSES ARE NON-REFUNDABLE EXCEPT WHEN REQUIRED BY LAW.

1. Subject matter and Applicability

1. You enter into a Master Contract with us, Fetch Mobility B.V., (with registered office and place of business at Vonderweg 24, 7468 DC Enter, Chamber of Commerce no.: 72871237), trading under the name FETCH car sharing. This gives you, under certain conditions, access to the use of FETCH car sharing. In addition, you enter into a separate Rental Agreement with us for each journey by reserving and using a Vehicle. The invoice for the use of a Vehicle is the record of a Rental Agreement. The Master Contract applies to all individual Rental Agreements. The price list as mentioned on our website also applies to the Master Contract and the Rental Agreement(s). In addition, the general terms and conditions of Fetch Mobility B.V. shall apply to the Master Contract(s) and the Rental Agreement(s). In the event of any conflict between one or more provisions of the Master Contract and the general terms and conditions, the provisions of the general terms and conditions shall prevail.

These general terms and conditions and the Master Contract are translated from the original Dutch version and the intention thereof is valid in any disagreement. In the event of discrepancy between the Dutch and English version of the Master Contract and/or the general terms and conditions, the Dutch version prevails.

2. Definitions

The following terms, indicated in capital letters, have the following meaning in these General Terms and Conditions:

- a) Business Account involves the registration of one Customer, a natural person, who is registered for invoicing in person and as a business, with a business account. For example a natural person who uses a Vehicle private and for work as freelancer. With a Business Account the natural person can register several addresses, each linked to a private ride or a business ride.
- (b) Rental Agreement is the agreement to rent a FETCH car sharing Vehicle, based on the Master Contract with Fetch mobility B.V.
- (c) FETCH car sharing is the party who makes the Vehicle available for rental.
- (d) FETCH car sharing's mobile application constitutes the administrative basis of FETCH car sharing, which allows a Vehicle to be reserved and deregistered. The application is also the digital key to FETCH car sharing, which allows the Customer access to the use of a FETCH car sharing Vehicle. The FETCH car sharing mobile application is hereinafter referred to as the 'App'.
- e) Customer is a natural or legal person who has been successfully registered with FETCH car sharing.
- f) Master Contract is the agreement between Customer and FETCH car sharing, which broadly defines the identity of the parties and the terms and conditions of rental and which serves as the basis for separate Rental Agreements per use of a Vehicle. The general terms and conditions apply to the Master Contract and every Rental Agreement.
- g) Parking Permit is the permit for the Vehicle issued to FETCH car sharing for parking within the city limits of Amsterdam in **accordance with the conditions applicable to the parking lot**. A detailed map of these city limits can be found on the FETCH car sharing website: www.fetchcarsharing.nl. Only in the parking areas where the Parking Permit applies, and is parked in a parking lot in accordance with the there applicable conditions, the Vehicle can be parked and locked without penalty or other additional costs.
- (h) Vehicle is the FETCH car sharing car provided by FETCH car sharing, subject to conditions.
- i) Return Zone: The zone indicated in the App and on the Fetch car sharing website within which the Vehicle rental can be stopped. This Return Zone is located within the Parking Permit area.

3. Conclusion of Master Contract

3.1 A Master Contract is concluded after a request by a Customer to that effect has been accepted by FETCH car sharing and the (electronic) signature of the Master Contract has taken place. Furthermore, Customer must make a one-time payment to FETCH car sharing in the amount indicated in the App. This also applies for payments by credit cards. Information on how to change an account number can be found on the website. FETCH car sharing accepts digital signatures and values them the same as inked signatures.

3.2 Under the Master Contract only the Customer entering into the Master Contract can reserve, drive and pay for the Vehicles on the basis of this Master Contract as long as this Customer continues to fulfil all requirements and obligations. Customer is never allowed to let a third

person under Customers Master Contract, enter into a Rental Agreement. This under penalty of a fine.

4. Registration, conditions of reservation and conditions of use

4.1 In order to reserve and use the Vehicle offered by FETCH car sharing, the Customer must cumulatively:

- a) to have agreed a valid Master Contract with Fetch mobility B.V.;
- b) be for a minimum of at least 12 months in the possession of a valid driving licence issued by a member country of the European Economic Area or Switzerland and verified by FETCH car sharing in accordance with the provisions of the Privacy Policy;
- (c) carry this licence with each use of a Vehicle;
- (d) be in possession of a charged smartphone on which the FETCH car Sharing App is installed, which has access to Customer's (driver's) own account, and which has access to the Internet (including while using the Vehicle). Customer is responsible for its smartphone, internet access and the costs associated with it and
- (e) to ensure payment for use by having sufficient balance on the bank account specified.
- (f) to have paid all prior invoices of FETCH car sharing.

4.3 The Customer must notify FETCH car sharing of all changes in the (personal) data provided by him to FETCH car sharing, for example via support@fetchcarsharing.nl. This also applies to the unauthorised driving of a car or Vehicle, for example by revoking or suspension the driving licence. If the information provided is proven to be incorrect (e.g., incorrect email address), FETCH car sharing reserves the right to temporarily suspend the use of a Vehicle or deactivate the Customer's account.

4.4 All Customers are strictly forbidden to allow third parties to use FETCH car sharing Vehicles. Furthermore, the Customer may not provide any information to any third party that allows that third party to reserve, access and/or use a Vehicle. This also applies if the third party itself is a Customer of FETCH car sharing and therefore does not reserve, open and/or use the Vehicle under its own account. For each violation the Customer forfeits an immediately due and payable contractual penalty of € 2.000,- per violation, or FETCH car sharing will use her right to claim complete compensation of damages.

5. App

5.1 Through the App, FETCH car sharing provides under the Master Contract a digital key to a Customer and hereby grants the right to use a Vehicle subject to conditions. Rights under or in connection with Master Contract(s) or digital keys are not transferable. It is therefore also not permitted for any person other than the Customer to drive a Vehicle.

5.2. During the registration process, the Customer receives or chooses a user name (email address) and password that gives him/her access to functions and (personal) information in the FETCH car sharing App (e.g. reserving FETCH car sharing Vehicles or inspect and changing personal data). The Customer must keep the username and password related to the Fetch car sharing services and any other secret code, like log-in code of the phone itself, confidential. The

Customer agrees to change the password immediately if FETCH car sharing requests this.

5.3. It is the responsibility of the Customer to keep the smartphone, the use of the App, all (access) codes and identification data safe and secret.

5.4. The Customer is obliged to report the loss or theft of his/her smartphone with the App, or a suspicion of abuse of the App directly to FETCH car sharing (via the website of FETCH car sharing or by telephone to customer service), so that FETCH car sharing can block the App and prevent (further) abuse. FETCH car sharing is free to block the Customer's user account if the App is used from several smartphones, also during a ride.

6. Rental agreements

6.1. The Customer can reserve, open, drive and end an ride (of) one Vehicle at a time from FETCH car sharing, using the App only. The Customer acquires the exclusive right to use the reserved Vehicle after the reservation has been accepted. The reservation creates a Rental Agreement between the Customer and FETCH car sharing.

6.2. The rental period starts by pressing "start use" in the App. The Customer pays only for the use of the Vehicle. The rental period ends when the Customer, after following the instructions given in the App, presses "stop use" within the Return Zone and within the Parking Permit area in an authorized parking lot or when FETCH car sharing has the right to terminate the Rental Agreement in accordance with these terms and conditions. The Vehicle must be parked within the Return Zone, within the area of the Parking Permit in Amsterdam, in a public car park, in accordance with the law, before on the 'stop use' button in the App can be pressed.

6.3. If the use cannot be terminated for any reason, Customer is obligated to report this immediately to FETCH car sharing through the App or customer service, to remain with the Vehicle and to follow the instructions of FETCH car sharing customer service. If in doubt whether the shutdown of the Vehicle has been successful, the Customer must call customer service to verify this or have the Vehicle shut down by the customer service. If the Customer does not close or does not close the Vehicle properly, this may result in the rental period not being ended and thus the cost of use continues for the Customer. Any damage to FETCH car sharing will then also be claimed from the Customer.

6.4. If the vehicle battery is 30% or less charged, the vehicle needs to be charged.

6.5. Cancellation of a reservation is only possible through the App before use. If cancellation costs apply, the costs can be found in the price list on the website.

7. Where and how to park during or after use

7.1. When using the vehicle, the vehicle must be parked in accordance with the law or local regulations.

7.2. When ending the use of the FETCH car sharing Vehicle, the Vehicle must be legally parked within the Return Zone and within the Parking Permit area in Amsterdam, as indicated on the map that can be found among other things on the website and the App,. Parking at the end of use is not allowed in a not freely accessible parking lot, such as a private area, parking garage, but also not in places intended for loading and unloading, for disabled, car-date or other car-sharing providers such as Greenwheels or in places with a time restriction, even if this applies for a period other than that of termination of the rental. If the Vehicle is parked in a charging parking

lot for electric cars, the Vehicle must also actually be charging. The charging cable must therefore be connected to the Vehicle and the charging station and the battery must be charging. Otherwise, the Vehicle is (also) not parked legally and a fine may follow. If it is not possible to charge the Vehicle, park the Vehicle in a different location instead of at a charging parking lot. Even if there has been contact with FETCH car sharing about possible charging problems

7.3. It is explicitly forbidden to leave the Vehicle in a place where time restrictions on parking bans apply, even if those restrictions only take effect after use of the Vehicle. Think, for example, of a parking ban that starts the next day when there is a market on the parking lot.

7.4. If the Vehicle is not parked in accordance with this Clause 7 during and/or at the end of the use of the Vehicle, all costs resulting from this, such as parking penalty(s), towing costs and other costs, shall be borne by the Customer. These costs are immediately due and payable and will therefore be claimed directly by FETCH car sharing. Should the FETCH car sharing service team accidentally encounter an incorrectly parked FETCH car sharing Vehicle at the end of its use, the Vehicle will be (re)moved, also to avoid fines and additional costs. The associated costs of (re)moving the Vehicle will be charged to the Customer. This does not mean that there is an obligation on FETCH car sharing to check the parking after end of use. This is and remains the responsibility of the Customer.

7.5 If the battery of the Vehicle is 30% or less charged, the Vehicle must always be connected by the Customer to the charging station to charge the battery. If this does not happen and this is not immediately reported with valid reason to FETCH car sharing, FETCH car sharing has the right to charge an immediately due and payable fine to Customer.

8. Payments, Authorization

8.1 If the FETCH car sharing terms and conditions are correctly applied, FETCH car sharing only needs be paid for the use of the Vehicle per Rental Agreement. The Customer agrees to pay the prices and penalties set out in the price list on the FETCH car sharing website and in the App. The rental price for the use of a Vehicle consists of a time-dependent part and a distance-dependent part. The time-dependent part of the price is displayed in the App for each reservation and for each use. The distance-dependent part of the price shall be included in the total price per trip and specified on the invoice from FETCH car sharing to Customer. Customer agrees to pay any fines and other costs charged to FETCH car sharing for e.g. parking errors. These will be charged separately from the fare of each ride with separate invoices. The administrative data of FETCH car sharing are decisive for this.

8.2. Payments by the Customer are made according to the payment method chosen by the Customer. These consist of direct debit of credit card or subsequent payment (via e-mail with payment link or in the long term directly in the App) via one of the supported payment methods. Fetch makes use of the services of third parties. The conditions of these services of third parties apply to this Master Contract. Thus, the Customer must keep any codes associated with payments secret. Any copies of an e-Mandate must be kept by the Customer. The Customer is obliged to ensure that the balance in his (bank) account or credit card on which the collection takes place is always sufficient to pay for the use of a Vehicle.

8.3. If, for whatever reason, the Customer fails to pay or pays too late, he is liable for collection charges calculated in accordance with the Decree on extrajudicial collection charges of 27 March 2012.

8.4. Only FETCH car sharing has the right to set off amounts due by the Customer without any countervailing (charges). The Customer shall not be entitled to set-off. Customer is also not entitled to retain vehicle(s) of FETCH car sharing up to the satisfaction of his claims against FETCH car sharing.

8.5 If Customer opts for an online direct debit or to digitally sign a contract, Customer will be referred to Fetch's partner Twikey for signing the mandate or contract. By using this service you agree to Twikey's Terms and Conditions. Please refer to Twikey's terms and conditions here: <https://www.twikey.nl/tc.html>.

9. Commitments FETCH car sharing

9.1 FETCH car sharing is obliged to its best efforts to make available a Vehicle suitable for use after the confirmation of a reservation at the time and location specified in the reservation. FETCH car sharing cannot guarantee the 100% accuracy of the GPS coordinates in its App and is therefore not responsible for this.

9.2. Upon start of use of a Vehicle, it may happen that a damage or defect to the Vehicle appears to be present, whether or not as a result of which the Vehicle cannot be used or can be used only to a limited extent. Every damage should be reported immediately to FETCH car sharing.

9.3 If during use the Vehicle is or becomes defective or damaged and as a result the Vehicle is no longer controllable or driveable, FETCH Car Sharing is not obliged to provide replacement transportation. If this takes place within the Return Zone, Customer may reserve another FETCH car sharing Vehicle if available. If this takes place outside the Return Zone, FETCH car sharing will reimburse the costs of public transport on the basis of second class upon presentation of a proof of payment up to the Return Zone.

9.4 FETCH car sharing is obligated to use its best efforts to ensure proper operation of the App on appropriate devices. No compensation can be obtained by Customer for damages suffered, damages yet to be suffered, directly or indirectly as a result of failure of the App or any other system of FETCH Car Sharing.

10. Additional costs associated with use

10.1 As long as a Vehicle is in use by the Customer, the costs associated with its use, including, for example, tolls or parking fees, shall be borne by the Customer. Parking is free in public parking lots within the Vehicle's Parking Permit and Return Zone, provided that the Vehicle is legally parked. (for example, charge Vehicle at a charging station parking lot)

10.2 Customer is accountable for (parking) fines and additional or costs to limit damage, such as (re)moval costs. Payment of such fines, with or without additional costs, is immediately due and payable to FETCH car sharing by the Customer.

10.3 The use of the charging key ring present in the Vehicle is free of charge to the extent that it only pays for the electricity for the Vehicle. The charging key ring can only be used with public charging stations. If it is not possible to pay with the charging key ring, for example in the case

of a private charging station or company charging station, the loading costs shall be borne by the Customer. The use of the charging key ring for charging other vehicles is strictly prohibited. The fine is € 250, - per event. If the charging key ring can be demonstrated to have been abused at any time, for example for the benefit of any other vehicle, the Customer is obliged to reimburse all costs to FETCH car sharing at the discretion of FETCH car sharing. The load key ring must remain in the Vehicle, under penalty of a fine. All fine amounts can be found on the pricelist as mentioned on www.fetchcarsharing.nl.

11. Use Vehicle:

11.1.

Each and every damage to a Vehicle must be reported to FETCH car sharing prior to the start of the ride. In the absence of which damage can be attributed to the Customer, even if it is not established that the Customer caused that damage. The Vehicle contains a user manual and loading instructions for loading and unloading the vehicle. Customer should read and follow this manual and instructions. This also means that the Customer must connect the Vehicle with a charging cable to a charging station in the prescribed manner, park the Vehicle in suitable and permitted places, leave it clean after use, bring personal belongings, close the windows and close the Vehicle correctly.

11.2 It is not permitted:

- a) intentionally cause damage to the Vehicle;
- b) use the vehicle under the influence of alcohol, drugs, medication or any other state of mind that may affect driving, or not cooperate to any test to investigate this;
- c) use the Vehicle for the transport of persons for payment;
- d) use the Vehicle to give driving instruction;
- e) use the Vehicle to prepare for or participate in any contest, rally, demonstration, test or parade;
- f) overloading or loading the Vehicle without adequate fuse and/or using it as storage space (especially not for food);
- g) to smoke or otherwise cause smell and/or damage the Vehicle;
- h) to transport pets or animals in the Vehicle;
- i) to deactivate the Vehicle's airbag;
- j) to repair or have repaired the Vehicle in the event of damage or defect without the express and prior consent of FETCH car sharing or otherwise make modifications to the Vehicle;
- k) use the Vehicle in any manner after termination of use in the App;
- l) use the Vehicle for the carriage of narcotic drugs, illegal goods, explosives, flammable or explosive substances (including gas cylinders);
- m) to have the Vehicle driven by any person other than the Customer;
- n) Leave any debris in the interior of the Vehicle and/or any waste or other goods in the Vehicle.

11.3 Customer must provide additional equipment such as child seats. Child seats may only be used on the back seat. Installing a roof box is not permitted.

11.4 If the above is not met, FETCH car sharing has the right to charge and collect an immediately due and payable fine from Customer. The penalty amounts can be found in the price list at www.Fetchcarsharing.nl. Furthermore, the use of a FETCH car sharing Vehicle may be suspended or terminated at any time without any form of compensation. FETCH car sharing then reserves the right to terminate the Master Contract.

12. Breakdown, damage and defects

12.1 FETCH car sharing has taken out civil liability insurance for the Vehicle in accordance with the Dutch Motor Insurance Liability Act (WAM). The Customer pays the own risk of € 500,- in case of damage. This only concerns the legal liability ('Wettelijke Aansprakelijkheid') for damage caused to third parties. Not for damage to the Vehicle itself, or to items that the Customer has placed in the Vehicle. FETCH car sharing can charge damage to the Vehicle itself directly to the Customer. This is not covered by the WAM ('Wettelijke Aansprakelijkheid Motorvoertuigen') insurance. However, if the Customer acts contrary to any provision of these terms and conditions and/or of the Master Contract and/or the Rental Agreement, the Customer must fully compensate the resulting damage, to the Vehicle or third parties, for FETCH car sharing.

12.2. The Customer is liable for the behaviour and omissions of his/her passengers, even if this behaviour was not permitted by the Customer.

12.3. The Vehicle is periodically checked for damage and defects by FETCH car sharing according to legal obligations. However, prior to using the Vehicle and thus before the start of the ride, the Customer must check the Vehicle for and report any damage, defects and defects not listed on the damage status in the App. In order to be able to attribute the damage as much as possible to the causer, the report must be made as completely and truthfully as possible before the Customer presses "start use" in the App and starts the engine. If this is not done, the damage will not be attributable to the previous Customer of the respective Vehicle, but to Customer himself.

12.4 In the event of an accident, breakdown, or any event that may cause damage or has caused damage to any party whatsoever to the Vehicle or (a property of) a third party, the Customer shall contact FETCH car sharing's customer service directly. The Customer is obliged to follow the instructions of the customer service. The use of any form of breakdown assistance outside FETCH car sharing is at the Customer's own expense and risk. The police should be contacted in the event of any accident involving a third vehicle.

12.5. In the event of damage, the Customer must provide all information that is (or may be) relevant. Also information about what happened and all information needed to judge any claim. U must cooperate to everything we do to arrange the damage. The claim form must be completed immediately, completely and truthfully and submitted in original, signed, to FETCH car sharing, within 5 days after the accident/ damage. If the claim form is not returned, or is returned too late, this is seen as an impediment to the handling of the claim and FETCH car sharing reserves the right to recover all the costs associated with the accident from the Customer. Incorrect statements, in particular with regard to liability, shall be borne by the Customer.

12.6. If any damages or refunds intended for FETCH car sharing are paid directly to Customer, Customer shall immediately pay such compensation(s) to FETCH car sharing.

13. Liability of FETCH car sharing

13.1 The liability of FETCH car sharing is limited to the fulfilment of the obligations that FETCH car sharing expressly has under the terms of the Master Contract and/or the Rental Agreement. It shall never be liable for any damages suffered directly or indirectly by Customers as a result of or in connection with the desired or actual use of a Vehicle.

13.2 In all cases in which FETCH car sharing would nevertheless be obliged to pay compensation for damages, this amount of damages shall never exceed the amount that the liability insurer of FETCH car sharing will pay out in the claim in question. If there is no insurance cover for the liability of FETCH car sharing, the obligation of FETCH car sharing to pay compensation is limited to € 250,-.

14. Duration and Termination of Master Contract

14.1 Master agreements are entered into for an indefinite period of time and terminate by notice of termination by one of the parties. All Master Contracts end upon the Customer's bankruptcy, suspension of payment or debt restructuring, always at the time of pronouncing or determining such.

14.2. The termination of a Master Contract by the Customer can be done at any time by notifying the customer service.

14.3. FETCH car sharing has the right to terminate the Master Contract unilaterally and immediately in the following cases:

(a) in the event of late payment following a notice of default regarding the price of the use of FETCH car sharing. (Parking) fines and/or other costs are immediately due and payable. Payment delays in (parking) fines and/or other costs can therefore lead to immediate unilateral termination by FETCH car sharing;

(b) if it appears that incorrect information was provided or not provided at the time of registration or during the term of the Master Contract and therefore FETCH car sharing cannot be expected to continue the contract;

c) if the Customer, after notice of default, fails to fulfil his/her obligations arising from the agreements and the associated conditions;

d) in the event of any suspicion of FETCH car sharing of abuse, fraud or other improper acts by/of Customer or persons who have access to Customer's identification data, to be judged solely by FETCH car sharing. This also applies if the Customer allows a party other than the Customer to drive a Vehicle.

14.4. If the Master Contract is terminated before the Vehicle is validly returned in accordance with the terms and conditions, FETCH car sharing has in particular the following rights:

a) right to payment of the rental price until valid return of the Vehicle,

b) the right to immediate return of the Vehicle, at the expense of the Customer if the Customer does not return the Vehicle validly and immediately,

(c) right to full compensation.

14.5 FETCH car sharing has the right to immediately suspend its possible obligations towards Customer until complete payment of a claim has taken place.

15. General Data Protection Regulation

FETCH car sharing and the third party or parties engaged by it require various personal data from the Customer in order to conclude a Master Contract and comply to Rental Agreement(s) and to collect payments. If as a result the General Data Protection Regulation applies, the Customer has the right to access and correct his personal data, the right to be forgotten, limit processing, transferability and objection. Please note, however, that the exercise of a right may result in FETCH car sharing no longer being able to comply with the terms of the Master Contract and the underlying Rental Agreements.

The processing of personal data and use of the website of FETCH car sharing is subject to the Privacy Policy of FETCH car sharing which may change from time to time. The most current Privacy Policy can be found on the website of FETCH car sharing: www.Fetchcarsharing.nl.

16. General provisions

16.1 FETCH car sharing expressly reserves the right to make changes to the (general) terms and conditions and the price list and to publish them on its website.

16.2. These terms and conditions, the Master Contract and the separate Rental Agreements are governed by Dutch law and are subject to the exclusive jurisdiction of the District Court of Amsterdam.