

GENERAL TERMS AND CONDITIONS

Effective date: 1 December 2018

These are the general terms and conditions ("General Terms and Conditions") of Mobility Solutions and Services B.V. (hereinafter to be referred to as: "Hely"; "We"; "Us" or "Our"), a company located at Barbara Strozilaan 101 in (1083 HN) Amsterdam. Hely is listed at the Chamber of Commerce under number 71891463.

By using or visiting Hely's mobile (or other) applications, websites or other services (hereinafter to be referred to jointly as: "the Service"), you thereby agree to be bound by these General Terms and Conditions. The Service is owned and managed by Hely. These General Terms and Conditions relate to your rights and obligations. If you do not wish to be bound by these General Terms and Conditions, do not use or visit the Service.

Briefly summarised, these matters are regulated in these General Terms and Conditions:

- After registration has been completed, vehicles offered by Hely may be reserved and used. Only users who have successfully registered may use Hely's vehicles.
- Before and while riding the vehicle, check whether there is new damage to the vehicle or new defects in it, and, if so, report this immediately.
- While using and parking the vehicle, you are responsible for it. If anything occurs while you are using the vehicle (for instance, if it breaks down, is damaged or stolen, or if you are unable to return it on time), contact Hely or one of its Partners immediately.
- You are responsible for traffic and parking fines during or resulting from the use.
- Use of the vehicle will end once you have returned the vehicle to the right location, correctly locked it and ended your ride in the app.
- Based on the subscription and your use, We will send you an invoice each month, which will be collected by direct debit.

Article 1. Applicability and definitions

1. These General Terms and Conditions apply to any offer by Hely and to any agreement.
2. Hely may modify and/or supplement these General Terms and Conditions at any time. Changes to the General Terms and Conditions will be announced beforehand. The most current version of the General Terms and Conditions can be accessed via the website and will be brought to your attention via the application. If you continue using the application after these General Terms and Conditions have been modified and/or supplemented, you will thereby be indicating that you accept the modified General Terms and Conditions. If you do not agree to the modified General

Terms and Conditions, you may no longer use the Service. You can terminate your subscription through the Customer Service Department, after which you may no longer use the application.

3. In these General Terms and Conditions, the following terms, indicated each time with a capital letter, have the following meanings:

Subscription:	an arrangement between the User and Hely, in which the User may Use the Vehicles offered by Hely in return for the payment of a Fee;
General Terms and Conditions:	these General Terms and Conditions of Hely for using the Service;
Account:	the User's personal account within the App and the Website, which the User can access using his/her Log-In Information;
App:	the application for using Hely and its Partners which is furnished by Hely in Apple's and Google's app stores;
Car:	a car from one of Hely's Partners equipped with specific technology to open, start and lock the Car;
Cargo Bike:	an electric cargo bike from one of Hely's Partners, equipped with specific technology to lock and unlock the Cargo Bike;
Cargoroo:	Hely's Cargo Bike Partner Cargoroo B.V., a private limited company, with its registered office and principal place of business at Sarphatipark 86-hs in (1073 EB) Amsterdam, listed in the Chamber of Commerce's Trade Register under number 68994796;
Claim:	putting an available Vehicle into Use;
Service:	the use of Hely's mobile (and other) Applications and Websites, though which you can make Reservations and Claim Vehicles;
E-Bike:	an electric bike from one of Hely's Partners, equipped with specific technology to lock and unlock the E-Bike;
Bike:	a bike from one of Hely's Partners, equipped with specific technology to lock and unlock the Bike;
Use:	Reserving a Vehicle and actually putting it into use;
User:	a natural person who has entered into an Agreement with Hely to be able to use Hely's Service;
Hely:	Mobility Services and Solutions B.V., a company with its registered office at Barbara Strozilaan 101 in (1083 HN) Amsterdam and listed in the Chamber of Commerce's Trade Register under number 71891463;
Hely Hub:	a location designated by Hely, on a public road, private property or the pavement in a public area, where Vehicles may be parked and which is

	accessible to Users. The Hely Hub location can be found on the digital map in the App or on the Website;
Log-In Information:	the email address and password registered with Hely, with which the User can access his/her Account;
Partner	companies with which Hely has concluded an agreement to offer Vehicles in the context of the Service;
MyWheels:	Hely's Car Partner Wheels4all B.V., a private limited company, with its registered office at Keizersgracht 264 in (1016 EV) Amsterdam;
Agreement:	any agreement concluded between Hely and the User. The User putting the App into use will also be considered to be the formation of an Agreement;
Urbee:	Hely's Bike and E-Bike Partner Ebike Network Amsterdam B.V., a private limited company located at Pedro de Medinalaan 11 in (1086 XK) Amsterdam, Chamber of Commerce number: 66514150;
Reservation:	reservation of a Vehicle using the App; (also known as: "Reserving");
Price List:	list which includes the prices for using Hely's Service. This list can be viewed on the Website and requested from Hely;
Fee:	a fee which the User owes Hely based on the period of time that the Vehicle was used and/or the Subscription costs to which Hely is entitled;
Vehicle:	any type of means of transport, with or without a motor, such as Cars, Bikes, Cargo Bikes, E-Bikes, scooters and so on, which is the subject of an Agreement or is offered by a Partner via Hely under an Agreement possibly to be concluded;
Vehicle Agreement:	an agreement between a User and a Partner, which is formed when the User makes a Reservation;
Website:	Hely's website www.hely.com .

Article 2. Basic conditions

1. We reserve the right to modify or terminate the Service or your access to the Service for any reason whatsoever, without prior notice, at any time and without being liable to you.
2. We reserve the right to deny access to the Service to any person at any desired time and for any reason whatsoever.
3. You agree that you are responsible for any data costs you incur in using the Service.

Article 3. The Service

1. By using the Service, Users can make a Reservation and Claim a Vehicle. Hely will ensure that your Reservation and Claim are registered with the Partner selected by you.

2. When you have successfully completed your Reservation and/or have successfully Claimed a Vehicle, an agreement for using the Vehicle will be formed between you as the User and the Partner. The Partner's general terms and conditions may apply to this Vehicle Agreement.
3. Hely merely plays an automated, facilitating role in creating a Reservation and will not be a party to a Vehicle Agreement.

Article 4. Registration and Account

1. Hely's Users must create an Account, to which the following minimum requirements will apply:
 - i. the User is at least 18 years old;
 - ii. the User demonstrably resides in the Netherlands;
 - iii. the User has a valid Dutch driving licence;
 - iv. the User demonstrably has a current account at a bank in the Netherlands.
2. The User must keep his/her Log-In Information strictly confidential and private. Hely is entitled to assume that anything occurring in or with the User's Account is done by the User or under the User's supervision and/or responsibility. You agree that you will not sell, transfer or lend out your Account, User name or other Account-related rights. Accounts may not be created for someone other than yourself.
3. If the User believes or knows that his/her Account is being misused, the User must report this to Hely as soon as possible. Hely will take appropriate measures in that instance.
4. You declare that all the information you provide or provided when creating an Account is correct, accurate, complete and current, and you agree that you must update your Account information to keep it correct and accurate.
5. Hely may, at its discretion, determine whether an Account will be provided.
6. Hely may modify or delete Accounts, profiles, data or other information at any time.
7. If Hely believes that the User is violating the law or these General Terms and Conditions, Hely may exclude the User from the Website or App (in whole or in part). Hely may, for example, exclude the User from the App by:
 - i. deleting the User's Account; or
 - ii. blocking the User's access to areas of the Website or App.

Article 5. Duration, Termination and Fees

1. All Fees applied by Hely are inclusive of VAT.
2. Hely's Subscriptions will be offered for a fixed monthly amount. The Fee for a Subscription will be paid each month in advance by direct debit.
3. The Subscription period is three months, after which the Subscription will automatically be extended, by one month at a time. The Subscription may be terminated in writing, with effect from the end of the following period.

4. One year after the Agreement is entered into, any discount arrangements will automatically lapse.
5. If a Fee is not paid or not paid on time, the User will be in default by operation of law, without any notice of default being necessary. The User will then owe the statutory interest from the date on which the Fee became due until the date of full payment, with interest for part of a month being calculated over an entire month.
6. If a User is in default because, for example, Fees cannot be collected by Hely, Hely may close that User's Account.
7. Hely may increase the Fees:
 - i. in the event of statutory price increases;
 - ii. within three months after the Agreement is formed, if this results from statutory regulations or provisions; and/or
 - iii. commencing three months after the Agreement is formed, if the increase is not unreasonable.
8. The Fee for the use of the Vehicle is listed in the App. After the Use ends, Hely determines the Fee for the Use based on the Price List, the Vehicle used and the duration of the Use of the Vehicle.
9. If the User objects to the calculation of the Fee for using a Vehicle, this must be indicated to Hely's Customer Service Department within 3 x 24 hours after the Use ends.

Article 6. Use of Vehicles

1. The use of Vehicles for personal transport services as determined in the Transport services act 2000 ("Wet personenvervoer 2000") is not allowed. In addition, neither the use of Vehicles for the purpose of performing a delivery or transport service, nor the use of Vehicles outside of The Netherlands is allowed.
2. The User uses a Vehicle in accordance with the standards of decency and observes the applicable traffic and parking rules. The User will treat the Vehicle with due care and will act as a responsible road user.
3. After Use, the Vehicle must be returned to the Hely Hub again and locked. If the Vehicle is a Car, it must be returned with a full tank. If the Vehicle is an electric Car, it must be connected to the charging station.
4. Vehicles are opened and closed using the Hely App or the public transport chip card linked by you.
5. If a Reservation is made for a specific time period, the User must bring the Vehicle back within this period.
6. If a Vehicle is lost, stolen or damaged, you must contact Hely's Customer Service Department as soon as possible. If the Vehicle is stolen, you must report this to the police and share a copy of the report with Hely.
7. The User must inspect the Vehicle visually before using it and, if there are defects, report them to the relevant Partner's Customer Service Department.

8. The User must immediately report any damage arising during the Use of the Vehicle to the relevant Partner's Customer Service Department.
9. Penalties imposed on Hely by third parties and any costs which Hely must incur as a result of the User's conduct will be paid by the User. Hely will charge EUR 15 in administrative costs for each penalty.
10. The User may not use the Service for illegal or unauthorised purposes. The User agrees to any laws, rules or provisions applicable to his or her use of the Service.
11. The tank card or charge card for the Vehicle may only be used for the intended Vehicle.

Article 7. Third Parties

1. To perform the Service, Hely utilises Partners' services, and any additional terms and conditions of these Partners apply to the use of the Service.
2. The MyWheels and Centraal Beheer general and supplemental terms and conditions apply to the use of MyWheels Vehicles via Hely. By agreeing to Hely's General Terms and Conditions, you thereby also agree to Our Partner's terms and conditions. For more information on MyWheels' general terms and conditions, please visit the following web page:
<https://mywheels.nl/autodelen/hoer-autodelen-werkt/voorwaarden>.
3. Urbee's general terms and conditions apply to the use of Urbee Bikes and E-Bikes via Hely. By agreeing to Hely's General Terms and Conditions, you thereby also agree to Our Partner's terms and conditions. For more information on Urbee's general terms and conditions, please visit the following web page: <https://urbee.nl/nl/algemene-voorwaarden>.
4. Cargoroo's general terms and conditions apply to the use of Cargoroo Cargo Bikes via Hely. For more information on Cargoroo's general terms and conditions, please visit the following web page: <https://cargoroo.nl/wp-content/uploads/2018/04/Algemene-voorwaarden-Cargoroo-versie-01052018.pdf>.
5. The Service, the App and the Website may include links to third parties' mobile (or other) applications, websites or functions. Hely does not monitor these third parties' web services or other content. You expressly acknowledge and accept that Hely is not in any way responsible or liable for such third-party services or functions.

Article 8. Intellectual property rights

1. Any intellectual property rights to the App, such as intellectual property rights to the product summaries, the App itself or the Website, are fully vested in Hely or its licensors. Nothing in these General Terms and Conditions is intended to transfer any of Hely's intellectual property rights.
2. Upon creating an Account, Hely will grant a limited, royalty-free, non-sub-licensable, non-transferable and non-exclusive right to use the App.

3. Notices or statements regarding intellectual property rights may not be removed, made illegible, hidden or modified in any way whatsoever.

Article 9. Limitation on liability

1. In so far as legally permissible, Hely is not liable for damage ensuing from providing the App or from a breach in the performance of the Agreement.
2. If, despite the foregoing, Hely nevertheless turns out to be liable, Hely's liability will be limited to compensating direct damage up to, at most, an amount of EUR 100.
3. Direct damage means:
 - i. material damage to objects;
 - ii. reasonable costs incurred to avoid or limit direct damage, which may be expected as a result of the event on which the liability is based;
 - iii. reasonable costs incurred to ascertain the cause of the damage.
4. Hely is not responsible for the actions, content, information or data of third parties, and you indemnify Us and Our directors, officers, employees and agents against any claims or damage which may ensue in any way from a claim against such third parties.
5. You agree that any claim you have and which ensues from the relationship with Hely must be submitted within one year after the claim arose, otherwise your claim against Hely will be time-barred.

Article 10. Privacy and security

1. Hely respects the User's privacy. Hely handles and processes any personal data processed during the use of the Service in accordance with the General Data Protection Regulation.
2. For more information about privacy, please refer to Our privacy policy on the Website www.hely.com/privacy.

Article 11. Miscellaneous

1. If a provision in these General Terms and Conditions turns out to be invalid or non-binding, you will still be bound by the other provisions in these General Terms and Conditions. Hely will replace the invalid or non-binding provisions with provisions which are binding and the purport of which is as far as possible the same as that of the provisions that are being replaced, taking into account the purpose of these General Terms and Conditions.
2. Dutch law exclusively applies to Agreements, and any non-contractual obligations ensuing from them between Hely and the consumer to which these General Terms and Conditions pertain.

3. Any disputes which arise between you and Hely in connection with the General Terms and Conditions or Agreements ensuing from them will be settled in the first instance by the competent court of the Amsterdam District Court.
4. If you have questions about these General Terms and Conditions, please contact Hely by sending an email to support@hely.com.