

## **PUBLIC OFFER**

### **for the Rental of Vehicles (E-scooters and E-bikes)**

#### **Place of conclusion of the Agreement: EU**

AdriGo Tenerife S.L., acting under its constitutional documents, hereinafter referred to as the “Lessor” and/or the “Company”, on the one part, and any legally capable individual (including an EU citizen, a foreign citizen or a stateless person) who accepts this Public Offer, hereinafter referred to as the “Lessee” and/or the “User”, on the other part, jointly referred to as the “Parties”, have entered into this Agreement as follows:

#### **1. Basic Terms and Definitions Used in this Agreement**

Acceptance means the full and unconditional acceptance of this Public Offer by an individual who has reached the age of 18 and is not under guardianship or curatorship, in accordance with the procedure set out in this Agreement.

Direct debit means the debiting of funds from the bank card provided by the Lessee under this Agreement. Such debit shall be made without obtaining any additional consent from the Lessee, in accordance with applicable EU law and this Agreement.

“AdriGo” Mobile Application means the software provided by the Lessor and installed by the Lessee on the Lessee’s mobile device, enabling the Lessee to use the Lessor’s services.

Personal Data means any information relating to the Lessee, including the Lessee’s name, date and place of birth, address, passport details or other identity document details, contact telephone numbers, email address, User account data in the Mobile Application, payment card details provided during registration in the Mobile Application, and any other information protected by banking secrecy which may become known to the Lessor in connection with the conclusion, performance or termination of this Agreement.

Traffic Rules means the applicable road traffic rules and regulations in force in the country where the Vehicle is operated.

Rental means the use of a Vehicle for its intended purpose from the beginning of the rental period until its completion, in accordance with this Agreement. In this Agreement, the terms “rental” and “hire” are used interchangeably.

Lessor’s Website means [adrigo.eu](http://adrigo.eu).

Public Offer means the offer made by the Lessor containing all essential terms of the Agreement and addressed to any individual who may act as a Lessee under this Agreement. In this Agreement, the terms “Public Offer” and “Offer” are used interchangeably.

E-scooter means an electric scooter provided by the Lessor to the Lessee for temporary possession and use under this Agreement through the AdriGo Mobile Application.

E-bike means an electric bicycle provided by the Lessor to the Lessee for temporary possession and use under this Agreement through the AdriGo Mobile Application.

Vehicle means, unless expressly stated otherwise, any E-scooter and/or E-bike provided by the Lessor to the User under this Agreement. Where this Agreement refers to a “Vehicle”, the relevant provision applies equally to both E-scooters and E-bikes, unless the context requires otherwise.

Rental Start/End Zone means the area designated in the Mobile Application as the zone where the rental may be started and/or completed (“Ride and Park”).

Permitted Riding Area means the area designated in the Mobile Application as the area where riding is permitted (“Ride”).

#### **2. Subject of the Agreement**

2.1. The Lessor transfers for temporary possession and use an E-scooter and/or an E-bike (the “Vehicle”) to the Lessee, and the Lessee accepts the Vehicle for personal, non-business use.

2.2. The Lessee is entitled to use the Vehicle within the Rental Start/End Zone and within the Permitted Riding Area. The User selects the specific type of Vehicle (E-scooter or E-bike) in the Mobile Application before starting each rental. Outside these areas, use of the Vehicle is prohibited and the ride may be blocked by the Lessor without prior notice.

#### **3. Conditions and Procedure for Conclusion of the Agreement**

3.1. At the time of conclusion of the Agreement, the Lessee must:

3.1.1. be at least 18 (eighteen) years of age and not be under guardianship or curatorship;

3.1.2. possess basic skills for the safe operation of Vehicles and be familiar with the applicable Traffic Rules;

3.1.3. provide themselves with personal protective equipment (bicycle or motorcycle helmet, protective gloves, knee pads, elbow pads and other protective equipment).

3.2. The Lessee wishing to conclude this Agreement shall accept this Public Offer in electronic form through the Mobile Application by performing the actions set out below.

3.2.1. registering a User account;

3.2.2. reading and confirming acceptance of this Public Offer, the Privacy Policy and any other documents referred to in the Application;

3.2.3. providing valid payment card details and successfully completing a test payment (Wallet top-up) in accordance with section 5 of this Agreement.

3.3. This Agreement is concluded by the Lessee adhering to the terms and conditions of this Agreement in full, without any reservations or exceptions.

3.4. Acceptance means that the Lessee has read, understood and fully accepted all provisions of this Agreement and undertakes to comply with them unconditionally.

3.5. Acceptance shall be deemed duly completed by the Lessee upon performance of the following actions:

3.5.1. completing the registration form made available to the Lessee at the time of registration in the Mobile Application;

3.5.2. confirming, by pressing the relevant button during registration in the Mobile Application, that the Lessee has read and accepted the terms of this Agreement; such confirmation shall be deemed equivalent to the Lessee's handwritten signature and shall have the same legal effect as a handwritten signature on paper;

3.5.3. The Lessee consents to receiving push notifications from the Lessor, which form an integral part of the communication between the Lessee and the Lessor, and undertakes to follow the text instructions contained in such push notifications.

3.5.4. providing bank card details and completing the EUR 1 (one euro) verification transaction provided for in clause 5.3.2.1 of this Agreement.

3.6. The Parties agree that, if the Lessor has doubts as to the authenticity of the personal data provided by the Lessee in the registration form, the Lessor shall have the right, through the Mobile Application or by any other means, to request additional information regarding the Lessee's identity, including copies or photographs of passport pages or any other identity document. If such additional information is not provided and the Lessor's doubts cannot be resolved, the Acceptance may be treated as incomplete and this Agreement may be deemed not concluded.

3.7. The Lessor shall not bear any liability or obligations if this Public Offer is not accepted and the Agreement is not concluded due to the impossibility of processing the data and information provided by the Lessee for technical reasons.

3.8. By accepting this Public Offer, the Lessee confirms that any actions performed in the Mobile Application under the Lessee's account are deemed to have been performed personally by the Lessee. All risks associated with any unauthorised use of the Lessee's account or mobile device shall be borne by the Lessee.

#### **4. Rights and Obligations of the Parties**

4.1. The Lessor shall:

4.1.1. provide the Lessee, through the Mobile Application, with complete information about the Vehicle, rental fees and other terms of this Agreement, and timely publish any amendments to this Agreement;

4.1.2. provide the Lessee with the Vehicle in proper technical condition;

4.1.3. bear the costs of operating and maintaining the Vehicle in the ordinary course of business, except for the costs expressly assigned to the Lessee under this Agreement;

4.1.4. ensure compliance with applicable EU law when collecting and processing the Personal Data of the Lessee;

4.1.5. duly perform the obligations arising under this Agreement.

4.2. The Lessor shall have the right to:

4.2.1. verify the information, including personal data, provided by the Lessee upon registration in the Mobile Application;

4.2.2. process the Personal Data of the Lessee provided at the time of registration in the Mobile Application, as well as data obtained in the course of conclusion and performance of this Agreement;

4.2.3. verify the Lessee's debt under this Agreement, as well as under any other agreements concluded between the Lessee and the Lessor;

4.2.4. monitor the safety and technical condition of the Vehicle and check whether the Vehicle is used in accordance with the purposes set out in this Agreement;

4.2.5. refuse to conclude this Agreement if the Lessee provides inaccurate or incomplete personal data during registration in the Mobile Application;

4.2.6. refuse to conclude this Agreement, suspend its performance or terminate it if the Lessee has outstanding debt arising under this Agreement or any other agreement concluded between the Lessee and the Lessor, until such debt is repaid in full, or if the Lessee breaches any other provisions of this Agreement;

4.2.7. amend this Agreement unilaterally, including the rental price and other rental conditions, by publishing the relevant information in the Mobile Application;

4.2.8. after 24 hours from the occurrence of overdue rental debt, recover the Vehicle from the Lessee without prior notice and use any other remedies available under applicable EU law;

4.2.9. if the Lessee removes the Vehicle more than 1 kilometre outside the Permitted Riding Area, report the matter to law enforcement authorities as theft and use any other remedies available under applicable EU law;

4.2.10. terminate the performance of this Agreement unilaterally, with notice through the Mobile Application, if the Lessor has sufficient grounds to believe that the Lessee may be committing fraud or other forms of bad-faith conduct.

4.2.11. Payment disputes (chargebacks) and payment provider costs

4.2.11.1. If the User initiates a payment dispute (chargeback) in respect of a transaction relating to services duly provided by the Company under this Agreement (including any top-up of the Wallet and any automatic top-up in accordance with clause 5.9), and, following the review of such dispute, the payment system, issuing bank and/or acquiring bank confirm the validity of the relevant transaction (that is, the dispute is resolved in favour of the Company), the Company shall be entitled to include in the User's monetary indebtedness under this Agreement the actual and duly documented costs charged to the Company by its payment service provider and/or acquiring bank in connection with the handling of such dispute.

4.2.11.2. The costs referred to in clause 4.2.11.1 shall be deemed part of the User's debt to the Company for the purposes of clauses 5.9 and 5.15 of these Terms and may be recovered by the Company in the same manner as any other unpaid trips, fees and payments under the Agreement, including:

(a) by making automatic repeated debit attempts from the linked payment method within the period specified in clause 5.9.1; and/or

(b) by pursuing legal recovery of the debt in accordance with clause 5.15.

4.2.11.3. Upon the User's request, the Company shall provide information on the nature and amount of such costs charged by the payment service provider and/or acquiring bank.

4.2.11.4. This clause 4.2.11 shall apply only to the extent permitted by applicable law and shall not prejudice the User's statutory rights to raise disputes with their bank or payment system in cases provided for by law and by the applicable payment system rules.

4.3. The Lessee shall have the right to use the Vehicle in accordance with the terms, procedure and conditions set out in this Agreement.

4.4. The Lessee shall:

- 4.4.1. inspect the Vehicle for any visible damage before using it;
- 4.4.2. if any damage or other defects are found before use, inform the Lessor and send photographs through the Mobile Application. If the Lessee does not notify the Lessor of existing damage or defects before use, the Lessee shall be deemed responsible for any such damage subsequently discovered by another lessee or by the Lessor;
- 4.4.3. if no defects are found, accept the Vehicle for temporary possession and use in accordance with section 7 of this Agreement;
- 4.4.4. use the Vehicle strictly in accordance with its intended purpose;
- 4.4.5. operate the Vehicle personally and not transfer it to any third party, including by way of sublease;
- 4.4.6. ensure the safekeeping of the Vehicle from the moment of receipt until the end of the rental period;
- 4.4.7. use the Lessor's property with due care and take measures to prevent damage to the Lessor's property. In this regard, the Lessee is prohibited from:
  - using the Vehicle on uneven surfaces, outside paved sidewalks and paths, or over pits, potholes, bumps and other irregularities exceeding 3 cm in height, as well as over sharp edges or other road features creating additional load on the wheels, or through puddles deeper than 1 cm regardless of whether the depth can be determined visually;
  - using the Vehicle off-road or on rough terrain;
  - performing acrobatic tricks, jumps, riding over obstacles, curbs or steps, or using the Vehicle in competitions;
  - using the Vehicle for transportation or towing of cargo;
  - riding the Vehicle with more than one person, or carrying children or animals;
  - using the Vehicle if the total weight of the rider together with clothes, bags, backpacks or other items exceeds 150 kg;
  - leaving the Vehicle after the end of the rental in hard-to-reach places, fastening it to unauthorised structures, or otherwise blocking the Vehicle;
  - removing labels, identification numbers or barcodes, applying inscriptions or stickers, making marks, damaging the paintwork of the Vehicle, or soiling it beyond ordinary contamination caused by street footwear;
  - allowing the Vehicle battery to become fully discharged;
  - using technologies or taking actions that may damage the Lessor's Website, the Mobile Application, the Vehicle or any other property of the Lessor;
  - making any modifications to the Vehicle, changing any of its characteristics, or otherwise improving or deteriorating the Vehicle;
  - using the Vehicle on motorways, expressways or any other roads or lanes where the use of bicycles and/or personal light electric vehicles is prohibited by applicable Traffic Rules;
  - moving or attempting to move the Vehicle while the wheel lock, built-in parking lock or any other anti-theft device is engaged;
- 4.4.8. immediately notify the Lessor through the communication channels specified in the Mobile Application of any damage to the Vehicle occurring during the rental period, any disconnection of its systems, other malfunctions, traffic accidents involving the Vehicle, or any malfunction of the Mobile Application. In such circumstances, the Lessee must stop using the Vehicle and inform the Lessor through the Mobile Application;
- 4.4.9. take appropriate measures to protect the User account, including the login and password used in the Mobile Application, from unauthorised use by third parties, and immediately inform the Lessor if such use is detected;
- 4.4.10. not transfer User account details to third parties; a User may not have more than one User account.

The User account is personal and cannot be transferred. The User must be the only person using the service. The User shall take appropriate measures to ensure the confidentiality of the User account information, especially login credentials.

If the login details of the User account are lost or stolen, or if there is a reasonable suspicion that the account is being used by a third person, the User shall inform the Company immediately via the contact details provided in these General Terms.

If the User is at fault, whether intentionally or through gross negligence, the User shall be liable for all liabilities, losses and damages arising from the use of the User account by a third person.

The User is obliged to keep the information provided for creating the User account, especially billing and contact information, up to date. Failure to comply with this requirement entitles the Company to suspend the service for the User.

4.4.11. If the Lessor has doubts regarding the lawful use of a registered account, the Lessor shall be entitled to request additional information regarding the Lessee's identity, including copies or photographs of passport pages or any other identity document. If the Lessee fails to respond, the Lessor may suspend and, after one day, terminate this Agreement.

4.4.12. keep track of updates on the Lessor's Website and in the Mobile Application;

4.4.13. pay rental fees and any other payments provided for under this Agreement in due time, and ensure that the payment card specified by the Lessee contains sufficient funds to pay for the rental of the Vehicle;

4.4.14. immediately notify the Lessor through the Mobile Application or by email at [support@adrigo.eu](mailto:support@adrigo.eu) if funds are debited from the Lessee's account in an amount not corresponding to the applicable tariffs;

4.4.15. upon completion of the rental, park the Vehicle in the Rental Start/End Zone outside the pedestrian zone or sidewalk, ensure accurate geolocation and complete the rental. Parking is permitted only in the virtual parking areas designated in the Mobile Application, exclusively at the roadside and in a manner that does not obstruct pedestrians or vehicles. The Lessee must not leave the Vehicle on footpaths or sidewalks, tram tracks, railway crossings, in tunnels, on overpasses, bridges or flyovers, on pedestrian crossings or within 5 metres before them, on the roadway near dangerous turns, on bicycle lanes, at intersections or within 5 metres from the edge of the intersecting roadway, or within 15 metres from stops for public transport or passenger taxis.

If the User violates the above parking rules, additional fees may apply in accordance with the rates stated in the Special Terms. If the Vehicle has been parked in violation of the above provisions, the service shall remain active until the Vehicle is returned in accordance with those provisions, but in any case for no longer than 24 hours after the improper parking occurred.

The Company's system may prevent the Vehicle from being locked and the rental from being ended if a breach of the return rules is detected. If this happens and the User leaves the Vehicle unattended, the return shall be deemed incomplete and the User shall be liable for any loss arising from theft or vandalism.

If an improperly parked Vehicle is removed by the competent authorities and taken to an impound lot or other vehicle deposit facility, the User shall bear the costs of recovering the Vehicle, in addition to any official fine imposed.

Any fines imposed by state authorities on the Lessor in connection with a breach of this clause shall be borne by the Lessee. The Lessor shall have the right to debit the full amount of such fine from the Lessee's Wallet and, where permitted, to debit the amount of such fine from the bank card provided by the Lessee, after notifying the Lessee. The Lessor shall provide to the email address indicated by the Lessee upon registration in the Mobile Application copies of the supporting documents received from the relevant public authorities (including police or municipal authorities) confirming the fine.

4.4.16. the Vehicle must be returned to the Lessor in proper technical condition, without any damage, in the manner provided for in this Agreement;

4.4.17. during the use of the Vehicle, comply with the Traffic Rules and bear responsibility for any violation thereof. In particular, the Lessee shall:

- ride on roads, cycle lanes, shared pedestrian and cycle paths, or other areas where such use is permitted by applicable Traffic Rules;
- if no cycle lane, shared cycle path or other permitted route is available, and if riding on the right-hand side of the roadway is allowed, ride on the side of the road where permitted by applicable Traffic Rules;
- if no cycle lane, shared path, roadway or roadside use is permitted or possible, ride on the sidewalk or footpath only to the extent permitted by applicable Traffic Rules;
- if riding on a sidewalk, footpath, roadside or within pedestrian zones endangers or obstructs other persons, dismount and give way to pedestrians;
- when riding at night or in conditions of poor visibility, switch on the headlight and rear light of the Vehicle and, where required or recommended, use reflective elements to ensure visibility to other road users;

\* The conditions of this clause may be amended in accordance with the law of the country in which the Vehicle is operated.

4.4.18. In order to prevent liability for traffic violations, the Lessee is prohibited from:

- operating the Vehicle under the influence of alcohol, narcotic, toxic or other intoxicating substances, or refusing to undergo a medical examination requested by an authorised official;
- operating the Vehicle without holding the handlebars with at least one hand;
- crossing the roadway on above-ground, ground-level, underground or other pedestrian crossings without dismounting from the Vehicle;
- taking the Vehicle into the subway, inside buildings or into areas with restricted access where such use is prohibited;

4.4.19. The Lessee shall avoid causing harm to the life, health or property of third parties, including other road users. If damage is caused while using the Vehicle, the Lessee shall be liable in the manner prescribed by applicable EU law.

4.4.20. Network access

The User must connect the device to the Internet in order to download the Mobile Application and use the service.

The User acknowledges that the Company is not responsible for the quality and availability of the Internet network and that the availability of the service may be affected by the quality and availability of the Internet connection provided by the User's telecommunications provider.

The Company does not guarantee uninterrupted performance of the Mobile Application. In particular, the Company does not guarantee that the Mobile Application will be available, secure or error-free at all times, or that minor software or service errors will necessarily be corrected.

## **5. Amount, Procedure and Form of Payment**

5.1. Rental payments, penalties and other payments provided for in this Agreement shall be made by direct debit of funds from the Lessee's bank card in accordance with the Lessor's tariffs.

5.2. By accepting this Offer, the Lessee gives unconditional consent for the Lessor to send instructions, requests and demands to the Lessee's bank, and to carry out direct debit of funds representing rental payments, penalties and other payments provided for in this Agreement.

5.3. Wallet and Payments.

Wallet Balance

5.3.1. The Service operates through a pre-paid wallet (the "Wallet").

5.3.2. The User may top up the Wallet by authorising a payment by bank card or any other payment method made available in the Application.

5.3.2.1. For the purpose of verifying the validity of the payment card provided by the User, the Company may charge EUR 1 (one euro). Such amount shall be credited to the User's Wallet, shall not be refunded to the User's bank card, and may be used towards rental payments and other charges in accordance with these Terms.

5.3.3. Funds held in the Wallet shall be used to pay for the Vehicle sharing services (E-scooters and E-bikes) and any other charges provided for in these Terms.

5.4. At the time of registration, in order to confirm the correctness of the bank card details entered and to enable the start of the rental, the Lessee shall top up the virtual Wallet with a minimum amount of EUR 10. Receipt of the above funds in the Lessor's account is one of the conditions for acceptance of this Offer. This amount is credited to the Wallet and may be used towards rental payments and other charges related to the use of the Vehicle in accordance with this Agreement.

5.5. For the use of the Vehicle the Lessee shall pay the Lessor a rental fee in accordance with the tariffs indicated in the Mobile Application. Tariffs may differ depending on the type of Vehicle (E-scooter or E-bike) selected by the User.

5.6. The Lessor's services are subject to VAT.

5.7. By starting a trip, the User hereby authorises the Lessor and its payment service provider to debit the price of the trip and the applicable fees from the Wallet and/or from the linked payment method, in accordance with the Tariffs.

5.8. If there are insufficient funds in the Wallet, the User thereby authorises the Lessor to initiate a top-up of the Wallet from the linked payment method in one of the fixed amounts offered in the Application (but not less than EUR 10) in order to cover the price of the trip and the applicable fees.

5.8.1. If the User's outstanding amount is lower than the selected top-up amount (for example, a debt of EUR 8 with a top-up of EUR 10), the difference shall remain as a positive Wallet balance and may be used for future trips.

5.9. When a negative balance is reached on the Lessee's internal/virtual Wallet, the Wallet shall be automatically topped up by debiting an amount of EUR 10 from the payment instrument provided by the Lessee during authorisation.

#### Automatic Repeated Debit Attempts (Time-Limited)

5.9.1. If a debit attempt is declined (for example, due to insufficient funds, expiry of the card or a technical error), the Company shall be entitled to make additional automatic debit attempts from the linked payment method for a maximum period equal to the limitation period for claims, namely 1,095 days (three calendar years) from the end of the trip.

5.9.2. The number and frequency of such attempts shall be reasonable and shall be communicated to the User in the Application and/or by email.

5.9.3. The Company shall not initiate any new payment transactions on the User's linked payment method in respect of the trip after the expiry of the said period of 1,095 days. Any remaining unpaid amount after that period shall be recorded as a debt (see clause 5.11.).

5.10. Debiting of funds for the use of the Vehicle shall be carried out immediately after termination of the current rental or in accordance with the selected tariff, except where the rental fee exceeds EUR 10 during the rental period. If the rental fee during the rental period actually exceeds EUR 10, the Lessor shall be entitled, each time the specified limit is exceeded, to top up the Lessee's virtual Wallet with an amount of EUR 10 from the Lessee's account, including during the rental period, for as long as the Lessee uses the Vehicle.

#### 5.11. Debt and Blocking of the Account

5.11.1. If, after the expiry of the period specified in clause 5.9., the price of the trip and/or the applicable fees remain unpaid, the corresponding amount shall be recorded as a debt of the User to the Lessor.

5.11.2. The Company shall be entitled to temporarily block the User's account and prevent the start of new trips until the debt has been repaid.

5.11.3. Any subsequent top-ups of the Wallet by the User shall be applied first to the repayment of the debt, and only the remaining amount, if any, shall constitute a positive Wallet balance available for new trips.

5.11.4. In the event of insufficient funds or the impossibility of debiting funds from the Lessee's account after a negative balance has been reached, the Lessor shall be entitled to forcibly terminate the rental of the Vehicle and to block the Lessee's account, preventing any further rentals until full payment of the debt arising under the Agreement.

5.12. Debiting of penalties and other payments under the Agreement, with the exception of rental payments, shall be carried out within seven (7) calendar days from the date of sending the Lessee a demand for payment using the Mobile Application. In the case of insufficient funds in the Lessee's account, any payment arising under this Agreement shall be deemed a debt on which the Lessor shall be entitled to charge a penalty in the amount of 2% for each day of delay. Penalties shall accrue until full repayment by the Lessee of the resulting debt.

5.13. In the absence of fault on the part of the Lessee, the Lessor shall refund incorrectly debited funds within 7 calendar days from the date of receipt of the Lessee's claim through the Mobile Application.

5.14. The Lessee may use the balance of unused funds by resuming use of the Lessor's Vehicle rental services. Any amount remaining on the Lessee's virtual Wallet is non-refundable and may only be used to obtain Vehicle rental services.

#### 5.15. Legal Recovery of the Debt

5.15.1. The User acknowledges that unpaid trips and fees constitute a monetary debt owed to the Company.

5.15.2. The Company shall be entitled to use any methods of debt recovery permitted by applicable law, including sending reminders, engaging authorised debt collection agencies and, where necessary, bringing legal actions before the courts within the applicable limitation periods (three years).

5.15.3. The Company shall not use the User's linked payment method to initiate new payment transactions in respect of old trips after the expiry of the period specified in clause 5.9.1., unless the User has given new express consent to such payment.

#### 6. Rental Period of the Vehicle

6.1. The Vehicle rental period shall be calculated in minutes, hours, days, weeks or months, depending on the applicable tariff.

6.2. The rental period begins when the Lessee presses the "Start Trip" or "Book to Ride" button in the Mobile Application and ends when the Lessee actually terminates the rental by pressing the corresponding button in the Mobile Application and, where required, submitting a photo of the parked Vehicle showing its identifiable number.

6.3. The Lessee shall not use the Vehicle outside the rental session.

6.4. If necessary, the Lessee may use standby mode.

6.4.1. The Lessee is obliged to complete standby mode in due time in order to avoid additional charges. Standby mode may not exceed 60 minutes. If this limit is exceeded, the Vehicle may be taken out of standby mode by the Lessor independently.

6.4.2. The waiting tariff may be used during the rental period while the Vehicle is not moving.

## **7. Procedure for Taking and Returning the Vehicle**

7.1. The procedure for taking and returning the Vehicle is as follows:

7.1.1. The Lessee uses the Mobile Application to select a specific Vehicle (E-scooter or E-bike) on the map and, where applicable, to scan the QR code located on the Vehicle, or enter the Vehicle's identification number, in order to unlock it. The Mobile Application displays information about the selected Vehicle, including its location, tariff, charge level and other relevant information. While selecting the Vehicle, the Lessee should ensure that sufficient funds are available on the payment card linked to the Lessee's account in the Mobile Application.

7.1.2. At the moment the Lessee presses the "Start Trip" button in the Mobile Application, the Lessee confirms actual receipt of the selected Vehicle and, from that moment, the rental period for that Vehicle begins.

7.2. The procedure for returning the Vehicle to the Lessor is as follows:

7.2.1. The Lessee parks the Vehicle in a permitted location within the Rental Start/End Zone, presses the "Finish Rent" button in the Mobile Application and, at the Lessor's request, sends a photo of the parked Vehicle through the Mobile Application.

7.2.2. The rental period ends upon proper completion of the rental in the Mobile Application and, where such photo is requested by the Lessor, upon receipt by the Lessor of the photo showing the parked Vehicle. Subject to compliance by the Lessee with the Vehicle return procedure under this Agreement, the Lessee receives in the Mobile Application a message from the Lessor stating the rental amount payable.

7.2.3. When using the "Rent a Day" or "Rent a Week" tariff plan, the rental termination procedure shall be similar to that described in clause 7.2, except that the applicable tariff period expires automatically after 24 or 168 hours, respectively. If the Lessee fails to complete the rental properly, for example due to lack of mobile Internet connection, low battery on the device or errors in the Application, the Lessee shall immediately contact the Lessor through the support function in the Application. Until the rental is properly completed in the Mobile Application, additional charges may continue to accrue in accordance with the applicable Tariffs.

## **8. Liability of the Parties under this Agreement**

8.1. For any non-performance or improper performance of obligations under this Agreement, the Parties shall be liable in accordance with this Agreement and applicable EU law.

8.2. If the Lessee delays payment of rental fees for more than 48 hours, the Lessor shall be entitled to charge the Lessee a penalty in the amount of 2% of the outstanding amount for each day of delay. If the Lessee delays payment of fines and any other payments due under this Agreement, excluding rental fees, for more than two (2) calendar days from the date on which the Lessee receives the Lessor's payment demand, the Lessor shall be entitled to charge the Lessee a penalty in the amount of 2% of the outstanding amount for each day of delay. Such penalty shall accrue until the Lessee's debt is repaid in full, including the date of repayment.

8.3. In the event of a breach by the Lessee of clauses 4.4.7 and 4.4.15 of this Agreement, the Lessee shall pay a fine in the amount established by the Lessor for such violations.

8.4. In the event of a breach by the Lessee of clauses 4.4.8 to 4.4.10, 4.4.17 and 4.4.18 of this Agreement, the Lessee shall pay a fine in the amount established by the Lessor for such violations.

8.5. In the event of a breach by the Lessee of clauses 4.4.4 and 4.4.5 of this Agreement, the Lessee shall pay a fine in the amount established by the Lessor for such violations.

8.6. In the event of a breach by the Lessee of clause 4.4.16 of this Agreement, the Lessee shall pay a fine in the amount established by the Lessor for such violations.

8.7. Payment of interest and/or any penalty shall not release the Lessee from the obligation to compensate for damage caused to the Lessor's property.

8.8. The risk of accidental loss of or accidental damage to the Vehicle (E-scooter or E-bike) shall be borne by the Lessee from the moment the rental starts until the rental is properly completed by the Lessee in the Mobile Application.

8.9. The Lessee shall be liable for any traffic violations committed by the Lessee in accordance with applicable EU law. If any fine imposed on the Lessee has been paid by the Lessor, the Lessee shall reimburse the Lessor for all expenses incurred in this regard.

8.10. If, while using the Vehicle (E-scooter or E-bike), the Lessee causes damage to the life, health or property of third parties, including other road users, the Lessee shall fully compensate all damage caused by the Lessee's actions to such third parties and to the Lessor.

8.11. Insurance and Accidents

The Company does not insure the User against risks associated with the use of the Service. The User uses the Vehicle (E-scooter or E-bike) entirely at the User's own risk and shall be liable for any personal injury or property damage caused to the User and/or to third parties. The User is advised to maintain personal public liability insurance covering such risks.

The Company maintains public liability insurance, product liability insurance and any other insurance required by applicable law.

If the User is involved in an accident, the following provisions shall apply:

- The User shall immediately contact the local police.
- The User shall inform the Company as soon as possible about the accident and any damage to the Vehicle (E-scooter or E-bike).
- The User shall bear responsibility for the accident to the extent provided by applicable law.
- Such responsibility shall, in any case, include the obligation to repair the damage and to compensate for losses caused to third parties, as well as to reimburse damage to the Vehicle (E-scooter or E-bike), including the full replacement cost of the Vehicle where replacement is necessary. The full value of the Vehicle shall be determined by the Company.
- In accordance with the above provisions, the Company shall be entitled to charge the User for any repair and recovery costs relating to the Vehicle (E-scooter or E-bike), as well as for any amounts payable to third parties arising from damage for which the User is responsible. Such payment may be made using the payment methods configured in the User's account.

## **9. Grounds and Procedure for Termination of the Agreement**

9.1. This Agreement may be terminated before expiry by agreement of the Parties or at the initiative of one of the Parties in the cases provided for herein.

9.2. This Agreement may be terminated early by the Lessor in an extrajudicial manner on the following grounds:

9.2.1. repeated (more than two) violations by the Lessee of applicable Traffic Rules while using the Vehicle;

9.2.2. repeated (more than twice) breaches by the Lessee of the Vehicle parking rules;

9.2.3. confirmation that the Lessee has caused damage to the Vehicle;

9.2.4. confirmation that the Lessee has used hardware or other means to block the GPS signal or disable security systems or control systems installed on the Vehicle.

9.3. In the event of early termination of this Agreement by the Lessor, the Agreement shall be deemed terminated on the date the relevant notice is sent to the Lessee through the Mobile Application.

9.4. This Agreement may be terminated early by the Lessee in an extrajudicial manner by submitting a request to delete the User account, provided that no debt exists in respect of rental fees, fines or any other payments under this Agreement.

9.5. A request for account deletion shall be sent by the Lessee to support@adrigo.eu.

9.6. If the Agreement is terminated by the Lessee and no debt exists, the Agreement shall be deemed terminated 10 calendar days after the date of the account deletion request. If the Lessee has outstanding debt, the Agreement shall be deemed terminated 10 calendar days after full repayment by the Lessee of all rental fees, fines and any other payments provided for in this Agreement. On the date of termination of the Agreement, the Lessor shall delete the Lessee's account.

9.7. In all other cases not listed in clauses 9.2 and 9.4 of this Agreement, and in the absence of mutual consent of the Parties, the Agreement shall be terminated by a court.

9.8. Termination of this Agreement shall not release the Lessee from the obligation to pay rental fees, penalties and any other payments under the Agreement, and shall not release the Lessee from liability for breach of this Agreement.

## **10. Consent of the Lessee to the Processing of Personal Data**

10.1. For the purposes of this Agreement, the Lessee provides personal data to the Lessor. The Lessor shall have the right to verify the information provided by the Lessee.

10.2. By accepting this Agreement, the Lessee consents to the processing of the Lessee's personal data. Such consent covers the following actions with personal data: collection, recording, systematisation, accumulation, storage, updating (amendment), use, transfer, depersonalisation, blocking, deletion and destruction, as well as any other use of personal data permitted to the Lessor by law.

10.3. To the extent permitted by applicable law, the Lessee agrees to receive advertising and promotional communications from the Lessor concerning the services provided by the Lessor, its promotions and its partners.

10.4. The Lessee confirms awareness that acting in public circulation under another person's name or using false personal data may violate the rights of third parties and mislead the Lessor as to the identity of the Lessee.

10.5. The Lessee undertakes to ensure that all personal data provided by the Lessee are accurate and valid.

10.6. The Lessee shall have the right to request deletion of personal data by requesting deletion of the User account. Personal data shall be deleted within 10 days after receipt by the Lessor of the account deletion request.

10.7. In the event of any breach by the Lessee of this Agreement, applicable European Union law and/or the law of the country in which the Service is provided, the Lessor shall be entitled, to the extent permitted or required by applicable law, to disclose the Lessee's personal data to the competent public authorities for the purposes of identifying the Lessee and initiating, conducting or supporting any related legal or administrative proceedings.

## **11. Force Majeure**

11.1. The Parties shall be released from liability for partial or complete non-performance of their obligations under this Agreement if such non-performance is caused by force majeure, that is, extraordinary and unavoidable circumstances which the Parties could not reasonably foresee at the time of conclusion of this Agreement.

11.2. If force majeure affects performance of obligations within the period established by this Agreement, the relevant time limits shall be extended for the duration of such force majeure. If this period exceeds three months, either Party shall have the right to terminate this Agreement unilaterally and extrajudicially by giving written notice to the other Party through the Mobile Application or by email at support@adrigo.eu.

11.3. In the event of force majeure, the Party unable to perform its obligations under this Agreement shall notify the other Party of such circumstances within three (3) days.

11.4. A Party that fails to notify the other Party of force majeure within the period specified in clause 11.3 and fails to provide documentary evidence thereof shall lose the right to rely on such circumstances as grounds for exemption from liability for improper performance of this Agreement.

## **12. Term of the Agreement**

12.1. This Agreement shall enter into force from the date of Acceptance of the Offer in accordance with the procedure set out in this Agreement.

12.2. This Agreement is concluded for a period of 1 year from the date of Acceptance. The Lessee may extend this Agreement after one year by renting a Vehicle at least once, thereby reactivating the User account. In such case, the validity period of this Agreement shall be extended for the following year from the date of receipt of the service, and the Agreement shall be deemed extended for the next year on the same terms.

### **13. Other Provisions**

13.1. Matters not regulated by this Agreement shall be governed by applicable EU law.

13.2. The Parties agree that, in the event of a dispute, they shall comply with a pre-trial claims procedure before applying to a court. In such case, either Party shall, within 7 (seven) calendar days from the date the dispute arises, send the other Party a written claim through the Mobile Application or to the address specified in this Agreement. The written claim shall be accompanied by supporting documents, scans and/or photographs substantiating the claim. The Party receiving the claim shall provide a reasoned written response within 7 (seven) calendar days. A written response to the claim shall be sent through the Mobile Application or to the email address specified in this Agreement.

13.3. If no response to the claim is provided within the period specified in clause 13.2, or if the interested Party disagrees with the response received, that Party may apply to a court for protection of its rights and lawful interests.

13.4. The Parties agree that disputes arising from the conclusion, performance and termination of this Agreement shall be submitted to the competent court in Prague.

13.5. The Parties agree that disputes arising from the conclusion, performance and termination of this Agreement shall be considered in accordance with the civil procedure rules applicable in the relevant jurisdiction. Such disputes shall be considered in accordance with the civil procedure rules applicable to the court having jurisdiction under clause 13.4 and any mandatory rules of applicable law.

### **14. Fines, Sanctions and Other Penalties**

The User shall bear full responsibility for infringements committed by the User and shall bear all resulting fines, sanctions and penalties, including all fees or fines for parking the Vehicle in prohibited places, the costs of recovering the Vehicle from municipal deposits, traffic-related fines and fines for failure to use required safety equipment, such as helmets, where mandatory.

To protect its interests, the Company reserves the right to provide the User's identifying information to the competent authorities or public administration where traffic regulations have been violated during the rental period, including traffic offences and prohibited parking.

Similarly, the Company may claim from the User the costs arising from infringements committed by the User, including fines, penalties and legal expenses paid by the Company. Payment may be made via the payment methods configured in the User account.

In addition to these amounts, the Company shall be entitled to take all legal measures necessary to assert further claims for damage and losses incurred.

### **15. Nullity**

Should any part of these General Terms, including the Special Terms, be declared invalid or annulled, the remaining provisions shall remain in force without loss of validity or effect. In such case, the invalid clauses shall be replaced by valid clauses that come as close as possible to the purpose of the invalid clauses.

### **Annex 1 – Flat-rate Compensation for Specific Breaches**

The amounts set out in this Annex represent flat-rate compensation for typical costs and losses that the Company usually incurs as a result of the breaches described below (including, where applicable, administrative handling, retrieval and repair costs). The Company remains entitled to prove higher actual loss, and the User remains entitled to prove that the actual loss is lower than the flat-rate amount.

#### **A. E-scooters**

1. Theft of the E-scooter while under rental – a flat-rate amount of EUR 1,000 per incident.
2. Completion of the rental of the E-scooter outside designated parking spots (as shown on the map in the Application) – a flat-rate amount of EUR 50 per incident.
3. Completion of the rental of the E-scooter outside a designated parking spot resulting in removal (towing/impoundment) of the E-scooter by the police or another competent authority – a flat-rate amount of EUR 250 per incident (without prejudice to the obligation of the User to reimburse any official towing, storage or similar fees charged by such authority).
4. Acts of vandalism in respect of the E-scooter – a flat-rate amount of EUR 300 per incident.
5. Violation of traffic regulations committed while using the E-scooter – an administrative handling fee of EUR 50 per incident, in addition to any official fine imposed by the police or other competent authority, which shall be borne by the User in full.
6. Movement of the E-scooter while the wheel lock, built-in parking lock or any other anti-theft device is engaged – a flat-rate amount of EUR 100 per incident.
7. Riding the E-scooter with more than one person – a flat-rate amount of EUR 50 per incident.

#### **B. E-bikes**

8. Theft of the E-bike while under rental – a flat-rate amount of EUR 1,500 per incident.
9. Completion of the rental of the E-bike outside designated parking spots (as shown on the map in the Application) – a flat-rate amount of EUR 75 per incident.
10. Completion of the rental of the E-bike outside a designated parking spot resulting in removal (towing/impoundment) of the E-bike by the police or another competent authority – a flat-rate amount of EUR 375 per incident (without prejudice to the obligation of the User to reimburse any official towing, storage or similar fees charged by such authority).
11. Acts of vandalism in respect of the E-bike – a flat-rate amount of EUR 450 per incident.
12. Violation of traffic regulations committed while using the E-bike – an administrative handling fee of EUR 75 per incident, in addition to any official fine imposed by the police or other competent authority, which shall be borne by the User in full.
13. Movement of the E-bike while the wheel lock, built-in parking lock or any other anti-theft device is engaged – a flat-rate amount of EUR 200 per incident.
14. Riding the E-bike with more than one person – a flat-rate amount of EUR 75 per incident.