

General Terms and Conditions

1. Definitions

The General Terms and Conditions feature the following defined terms:

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| Subscription: | The agreement between Swapfiets and the Renter concerning the Renter's use of the Bicycle in return for payment of the Subscription cost in accordance with these General Terms and Conditions. |
| Terms and conditions: | These general Terms and Conditions. |
| End Date: | The date on which the Subscription ends due to termination by the Renter as explained in Article 6.5. |
| Bicycle: | The Bicycle or e-bike made available to the Renter by Swapfiets based on the Subscription for use by the Renter in accordance with the Terms and Conditions. |
| Renter: | Any natural or legal person who concludes a Subscription with Swapfiets. |
| Improper Swap: | Has the definition as explained in Article 5.4. |
| Power 7 Heavy Use: | Subscription for the e-bike (Power 7), whereby the Renter may ride an unlimited amount of kilometres per month; |
| Power 7 Normal Use: | Subscription for the e-bike (Power 7), whereby the Renter may ride less than 1,000 km per month in total; |
| Swapfiets: | Swapfiets Denmark ApS, Nordre Fasan vej 17, 2000 Frederiksberg , Central Business Register (CVR) no. 39584867. |
| Swapping: | The solution provided by Swapfiets for the Renter concerning the Bicycle, by either repairing or exchanging it for another Bicycle. |

2. Applicability

- 2.1 The Danish version of the Terms and Conditions remains leading at all times, this translation is only provided for communication

- 2.2 These Terms and Conditions apply to every Agreement between Swapfiets and a Renter.
- 2.3 Agreements between Swapfiets and Renter in deviation from, or in addition to, these Terms and Conditions are valid only if explicitly confirmed by Swapfiets, e.g. via e-mail.
- 2.4 All amounts mentioned by Swapfiets include VAT.

3. Subscription

- 3.1 The Renter will have a Bicycle at their disposal for the term of the Subscription, in accordance with the chosen Subscription.
- 3.2 The Bicycle comes with a ring- and chain-lock, with 1 key.
- 3.3 The Subscription entitles Renter to free Swapping (see Article 5).
- 3.4 Swapfiets always has a spare key of the Bicycle. When the key gets lost or damaged a new key has to be requested from Swapfiets. Delivery of a new key incurs costs of DKK 115 per key.
- 3.5 Due to the risk of theft, the Renter is forbidden from making copies of the key and from having more than one key in possession. A key that was given as missing must be returned to Swapfiets immediately upon recovery.
- 3.6 The Bicycle can feature advertisements. If the advertisement is damaged, or not present anymore, the Renter should notify Swapfiets immediately.

4. Conditions

- 4.1 The renter shall ensure that all reasonable care is taken when using the Bicycle.
- 4.2 The Bicycle is intended exclusively for personal use by the Renter. The Renter is not allowed to use the Bicycle for commercial purposes, such as the delivery of goods and/or food. In the event of a breach of this obligation the Renter shall pay a contractual penalty in an adequate amount, however not more than DKK 15.250. The precise amount of such contractual penalty shall be determined by Swapfiets. Such contractual penalty shall be without prejudice to any other rights of Swapfiets, including but not limited to a right to claim damages and to terminate the subscription in accordance with Clause 14 of the General Terms and Conditions.
- 4.3 In deviation from Article 4.2, if the Renter chooses the Subscription Power 7 Heavy Use, the Renter is entitled to use the Bicycle also for commercial purposes, such as the delivery of goods and/or food. This does not apply to the Subscription Power 7

Normal Use.

- 4.4. Swapfiets reserves the right to check the mileage of the e-bike during the Swapping and/or other contact moments. During the check, the average usage per 30 days is examined, calculated from the moment of the first delivery or the last appointment made for the Swapping until the moment of the check. If during the check it appears that the average use in this period is more than is permitted under the Subscription, Swapfiets is entitled to retroactively charge the difference in price between the Subscription chosen by the Renter and the higher Subscription that does allow a higher average use over the deviated period, plus an amount of DKK 199 for administration costs. The foregoing shall be without prejudice to any other rights of Swapfiets, including but not limited to the right to claim damages and to terminate the subscription in accordance with Clause 14 of the General Terms and Conditions.
- 4.5. The Bicycle remains the possession of Swapfiets at all times. The Renter is prohibited from assuring a third party any rights to the Bicycle.
- 4.6. The Renter is responsible for compliance with the Terms and Conditions.
- 4.7. The Renter may not make any changes to the Bicycle that cannot be removed without damaging the Bicycle and is not permitted to manipulate in any way the electronics and/or software of the Bicycle.
- 4.8. The Renter will be responsible for passing on changes to the data known to Swapfiets, such as a new address, in good time.
- 4.9. The renter must be at least 18 years old and able to enter into legally binding contracts to be able to subscribe for a Swapfiets. Minors may subscribe under the supervision of an adult.
- 4.10. A digital verification process of the correct identification document could be part of the order process upon delivery. Product will not be delivered when renter is not able to handover the correct identification documents. Swapfiets will report to the police when verification of the identity documents shows that there is a possibility of fraud.

5. Swapping

- 5.1 Swapping takes place only in case of a defect which is caused by ordinary wear and tear, loss, or theft of the Bicycle and only within the zip codes in which Swapfiets is active. Examples of defects caused by ordinary wear and tear include: Flat tires, a broken chain, a torn saddle, and broken lighting.

- 5.2 When the Renter requests Swapping on unaccepted grounds (an 'Improper Swap') Swapfiets has the right to charge a DKK 150 front fee. When the Renter fails to appear at a scheduled Swapping, this will also be considered an Improper Swap.
- 5.3 When Swapping a Bicycle, the Renter must transfer both the Bicycle and the key to Swapfiets.

6. Subscription Term and Termination

- 6.1 The term of the Subscription ('Subscription Period') is agreed upon in the order process. To the extent agreed in the Order Process, Swapfiets may charge Renter with a one-time fee.
- 6.2 If the Subscription is concluded by completing the registration form on the website www.swapfiets.dk and Renter is a consumer, the Renter has the right to terminate the Subscription during the 14-day withdrawal period without giving reasons. The foregoing does not apply insofar as the Subscription was carried out during the withdrawal period with the explicit consent of the Renter and insofar as the Renter has waived his right to terminate the Subscription.
- 6.3 In case of a monthly Subscription, the Subscription Period is one month from the date stated in the order process and automatically extends on a month-by-month basis, unless terminated in accordance with these Terms & Conditions. Both Swapfiets and Renter may terminate a monthly Subscription at any time with a notice period of one month.
- 6.4 In case of a Subscription with a minimum term, the Subscription Period begins on the date stated in the order process and remains in effect for the minimum term agreed in the order process. Early termination will not be possible, subject to the provisions of Clause 14 of these General Terms and Conditions. Upon expiry of the minimum Subscription Period, the Subscription turns into a monthly Subscription, as specified in clause 6.3.
- 6.5 The Renter forfeits the cancellation right under section 18 of the Danish Consumer Contracts Act, as the Renter has expressly consented to commence performance of the service by way of delivery of the Bicycle before the expiry of the 14 days' cancellation right and as the Renter has expressly acknowledged that the Renter will lose the right to cancel upon performance of the service.
- 6.6 From the day that the written cancellation of the Subscription by the Rental Customer has been received by Swapfiets, the Subscription will continue for one more month,

which means that the Subscription ends one month after the day on which Swapfiets has received the cancellation (the 'End Date').

- 6.7 The Renter has the right to use the Bicycle until the End Date of the Subscription after termination notice. The Renter has the obligation to meet the costs of Subscription until the End Date.
- 6.8 The Bicycle and key are to be submitted to Swapfiets no later than the End Date.
- 6.9 If the Renter hands in the Bicycle before the End Date, this will end all rights of the Renter under the Subscription, without prejudice to the Renter's obligation to pay the full Subscription costs until the End Date.
- 6.10 Prior to returning the Bicycle on the End Date the Renter can cancel the termination free of charge by sending an e-mail to Swapfiets. The e-mail must be received by Swapfiets on the day preceding the End Date.
- 6.11 When the Bicycle is not returned on or before the End Date Swapfiets reserves the right to apply a daily fine of DKK 70 every day from the End Date until return of the Bicycle, with a maximum of 7 days.
- 6.12 If the Bicycle has not been transferred to Swapfiets within seven days of the End Date and the Subscription has not been reactivated, Swapfiets reserves the right to report a theft by the Renter. In that case, the Renter will also be obliged to pay compensation to Swapfiets, which will be established for each type of Subscription and can be found in Table 1, without prejudice of the right of Swapfiets to request full compensation of the loss sustained by it, to the extent that it exceeds the compensation, depending on the type of Subscription.

| Type of Subscription | Established Compensation |
|--------------------------------------|--------------------------|
| Deluxe subscription | DKK 3.450 |
| Original subscription | DKK 2.650 |
| Power 7 subscription without battery | DKK 11.500 |
| Power 7 subscription | DKK 15.250 |

Table 1: Amount of compensation for each type of Subscription

- 6.13 Swapfiets is at all times entitled to terminate the Subscription in the event of theft or on one of the grounds stated in Article 14.1, to track down the Bicycle and confiscate

it immediately. In the case of an e-bike, Swapfiets may use the GPS tracker to track the location of the Bicycle.

- 6.14 The Renter is aware that the Bicycle could be owned by a leasing company. If the Bicycle is owned by a leasing company, the Renter will be obliged, on the leasing company's demand, to either hand in the Bicycle to the leasing company (subject to reimbursement for the remainder of the rental period) or to be discharged from their obligations by paying the leasing company the future rent, as the leasing company may choose.

7. Theft or missing

- 7.1 In the event of the loss or theft of the Bicycle and/or the battery, the Renter will be obliged to report this to Swapfiets within 24 hours, and to hand over to Swapfiets the key to the Bicycle, and to report this loss or theft to the police within 48 hours. In that event, the Renter will owe a deductible, which is different for each type of Subscription. The applicable deductible for each type of Subscription is included in Table 2. After the report has been completed, the Renter will receive a replacement Bicycle from Swapfiets.

| Type of Subscription | Established deductible |
|-----------------------|------------------------|
| Deluxe subscription | DKK 450 |
| Original subscription | DKK 300 |
| Power 7 subscription | DKK 1.750 |
| Power 7 battery | DKK 3.950 |

Table 2: Amount of deductible for each type of Subscription

- 7.2 If the Renter does not, or not in good time, report a loss or theft of the Bicycle, or if the Renter cannot hand over the Bicycle key to Swapfiets, the Renter will owe Swapfiets the compensation established in Table 1.
- 7.3 To minimize cases of theft, loss, or damage the Bicycle must always be double locked using ring- and chain-lock. Wherever possible the Bicycle should be attached to an object with the chain-lock.

- 7.4 If the Bicycle is not double locked and an incident occurs, including loss or theft, the Renter will owe a negligence surcharge. This sum will be in addition to the deductible and can be found in Table 3, depending on the type of Subscription.

| Type of Subscription | Established Surcharge |
|-----------------------|-----------------------|
| Original subscription | DKK 450 |
| Deluxe subscription | DKK 750 |
| Power 7 subscription | DKK 2.350 |

Table 3: Amount of negligence surcharge for each type of Subscription

- 7.5 If the Renter does not supply Swapfiets with correct information concerning the Bicycle a disinformation charge of DKK 750 will be applicable in addition to the possible deductible and negligence charges.
- 7.6 When parts of the Bicycle are missing or stolen Swapfiets has the right to charge the Renter to a maximum of the deductible price. A specified item list is available at request from Swapfiets
- 7.7 If the Bicycle is removed by the municipality, this will be regarded as an Improper Swap. Swapfiets will collect the Bicycle and will contact the Renter to deliver a new Bicycle. Swapfiets will be entitled to charge costs for this to the Renter, such as any costs for obtaining the Bicycle and the fee for an Improper Swap.

8. Damage

- 8.1 The Renter must report damage to the Bicycle as a result of vandalism to Swapfiets within 24 hours of the Renter's knowledge of the vandalism.
- 8.2 Swapfiets reserves the right to check the mileage and the condition of the Bicycle. Customer shall cooperate with any necessary servicing or maintenance, on demand by Swapfiets.
- 8.3 In the event of damage or wear and tear to the Bicycle other than what is to be expected from normal use Swapfiets reserves the right to recover the costs from the Renter.
- 8.4 In case of damage caused by a third party, or third-party liability, the Renter is obliged to supply Swapfiets with the contact information of the third party and a situation

description agreed on by both parties. An accident form can be found on www.swapfiets.dk. If no contact information is supplied all costs shall be charged to the Renter.

9. Accessories

- 9.1 Renter may add-on an Accessory Subscription to the Bicycle Subscription, provided the relevant Accessory is available in the city where Renter subscribed for a Bicycle.
- 9.2 The Accessory Subscription is a separate subscription and can be terminated independently of the Bicycle subscription.
- 9.3 Except for Clauses 3, 6.6, 6.9, 7, 8, and 11 the provisions set out in the General Terms & Conditions apply mutatis mutandis to the Accessory Subscription, so that e.g. where “Bicycle” is used in these relevant provisions, this should be instead be understood as “Accessories”. The amounts shown in Table 1 of the General Terms & Conditions should be replaced by the amount shown in Table 4.
- 9.4 In the event of the loss or theft of the Accessory, the Renter will be obliged to report this to Swapfiets within 24 hours. In that event, the Renter will owe a deductible, which is different for each type of Accessory. The applicable deductible for each type of Accessory is included in Table 4.

| Type of Accessory | Deductible |
|-------------------|------------|
| Basket | DKK 95 |
| Child seat | DKK 95 |

Table 4: Amount of compensation for each type of Accessory

- 9.5 The Renter must report damage to the Accessory as a result of vandalism (in case the Accessory has become unusable) to Swapfiets within 24 hours of the Renter's knowledge of the vandalism. Swapfiets reserves the right to charge the Renter for the damage.
- 9.6 The Renter will receive a replacement Accessory from Swapfiets in case of theft of damage (referred to in paragraph 9.4 and 9.5).
- 9.7 Any usage of the Accessory is at the sole risk and responsibility of Renter. Swapfiets is not liable for damages of any kind resulting from the use of the Accessory, unless there is intentional or gross negligence on Swapfiets' part.

10. Payments

- 10.1 The Renter is obliged to authorize a credit card or bank transfer agreement, as applicable, for the monthly subscription costs and any other eventual charges at the start of the Subscription.
- 10.2 In case of extra charges, such as deductibles or fees, Swapfiets reserves the right to demand payment before supplying the Renter with a new Bicycle.
- 10.3 When the Subscription costs cannot be written off or are wrongfully cancelled, the Renter is in default. The Renter will receive a reminder to pay the due amount within 14 days. If the amount is not fulfilled within an additional 10 days, Swapfiets will place the claim for collection. All extra costs, interest and extrajudicial costs are at the expense of the Renter.

11. Trading in old bicycle

- 11.1 It is possible for the Renter to trade in an old bicycle at the start of the Subscription for compensation in the form of a discount on the Subscription.
- 11.2 The discount is determined per bicycle and must be agreed upon by the Renter and Swapfiets. If the Renter and Swapfiets cannot agree upon a discount then the bicycle will not be taken in for trade by Swapfiets.
- 11.3 If the Renter intends to trade in a bicycle that is not the possession of the Renter than the Subscription will be immediately terminated and the authorities will be notified.

12. Liability

- 12.1 The Renter must examine the Bicycle upon delivery. If the Renter commences with use of a Bicycle, this will be regarded as proof that the Bicycle is functioning properly.
- 12.2 The Renter must give immediate notice to Swapfiets of any defects on the Bicycle,
- 12.3 The use of the Bicycle is at the own risk of the Renter. In case of doubts on the Renter's part concerning the safety of the Bicycle, the Renter should contact Swapfiets immediately.
- 12.4 Swapfiets is not liable for any damage suffered by the Renter as a result of using the Bicycle, unless there is wilful conduct or deliberate recklessness on the part of

Swapfiets or for damages that cannot be excluded on the grounds of mandatory statutory provisions.

13. Amendments

- 13.1 Swapfiets reserves the right to change the costs of a Subscription. Changes will be communicated to the Renter via e-mail at least one month before the effective date. The Renter will not be permitted to terminate the Subscription due to a price change, unless the change takes place within three months of the conclusion of the Subscription and the Renter is a consumer.
- 13.2 Swapfiets has the right to unilaterally amend these General Terms and Conditions. Changes to the Terms and Conditions will be made known at least one month before becoming applicable, by a notification on www.swapfiets.dk and via an e-mail to the Renter. If the amendment results in the Renter being provided with a performance which materially differs from the original performance, the Renter, who is a consumer, will have the right to terminate the Subscription as of the date on which the amended terms and conditions come into effect.
- 13.3 Swapfiets reserves its right to transfer its claims on the Renter to a third party at all times.
- 13.4 The Renter may change the Subscription into a more expensive Subscription (to the extent such subscription is available) free of charge, in which case Swapfiets will make an appointment and arrange the exchanging of the Bicycle for a Bicycle that is in line with the new Subscription. If the Renter wishes to downgrade their Subscription within six months of commencement of a Subscription, Swapfiets will be entitled to charge the costs of an Improper Swap for this.

14. Non-compliance with obligations

- 14.1 Swapfiets reserves the right to terminate (completely or partially) the Subscription via a written notification to the Renter in case of:
- The Renter is in default concerning obligations rendered in the Subscription;
 - Bankruptcy or restructuring proceedings are commenced against the Renter;
 - The Renter enters a debt relief programme;
 - Seizure of the Bicycle preventing the Renter from fulfilling his obligations from the subscription;

- the Renter uses the Bicycle contrary to the provisions in the General Terms and Conditions (e.g. the provisions in clause 4);
- The Renter is misusing the offered services;
- The Renter willfully provides Swapfiets with incorrect information;

14.2 The Renter has the right to terminate the Subscription immediately in case Swapfiets has seriously failed to fulfill its obligations from the Terms and Conditions. The foregoing does not affect the right of termination (ontbinding) of the Renter who is a consumer.

15. Privacy

15.1 Swapfiets considers the protection of your personal data to be important. How we protect your personal data is explained in our Privacy Statement. This can be consulted at <https://swapfiets.com/en-DK/privacy>. Questions or remarks in this regard may be addressed to info@swapfiets.dk.

16. Applicable law. Disputes

16.1 The Subscription and the Terms and Conditions are exclusively applicable under Danish law.

16.2 All disputes arising from, or related to, the Subscription will be exclusively submitted to the Copenhagen City Court, except insofar as another court is competent pursuant to any mandatory provision.