

## RENTAL AGREEMENT

This is a legally binding agreement (the "Agreement") between **ZOOMO GERMANY GMBH** (HRB 783881) of Potsdamer Platz 10, 10785 Berlin ("Zoomo", "we", "us", "our") and **the person renting an electric bicycle from us**, as named in the MyZoomo app profile filled in at the time of rental (referred to in this Agreement as the "Renter", "you", and "your").

You and Zoomo are collectively referred to as **"the parties"**.

### PRELIMINARY COMMENT

This Agreement is a rental agreement, under which we will rent an electric bike to you, in exchange for payment unless terminated in accordance with the terms of this Agreement. The precise terms of the Agreement which govern our relationship are set out below. Please ensure that you have read these terms before you agree to them.

Defined terms used in this Agreement are set out in clause 31.

This Agreement constitutes the entire agreement and understanding between you and Zoomo on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter.

## 1. SPECIFIC TERMS & CONDITIONS

### The Renter

Name \_\_\_\_\_ Surname \_\_\_\_\_

Address \_\_\_\_\_

Postal Code \_\_\_\_\_ City \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

ID Number \_\_\_\_\_

Emergency Contact Details \_\_\_\_\_



The Renter declares taking in rental the equipment listed below, that includes a bike with its accessories and eventual add-ons.

Material		
Bike		Z _____
Equipment & Accessories	Battery	B _____
	Lights	<input type="checkbox"/>
	Lock	<input type="checkbox"/>
	Battery Charger	<input type="checkbox"/>
	Phone Holder	<input type="checkbox"/>
	Spare Battery (if any)	B _____
	Other Accessories (if any)	_____

Subscription					
Plan	Commitment	Price	Payment	Deposit	Select Choice
Explorer	1 week	69€ / week	Weekly	0€	<input type="checkbox"/>
Pro	6 months	129€ / month	Monthly	0€	<input type="checkbox"/>
Flex	3 months	139€ / month	Monthly	0€	<input type="checkbox"/>
Wolt Pro	6 months	109€ / month	Monthly	0€	<input type="checkbox"/>
Wolt Flex	1 month	119€ / month	Monthly	0€	<input type="checkbox"/>
Options					
Theft Cover 10€ / month			Spare Battery 50€ / month		
<input type="checkbox"/>			<input type="checkbox"/>		
Payment Method					
Payment Card <i>no Setup Fees</i>			IBAN Setup Fees: 30€		
<input type="checkbox"/>			<input type="checkbox"/>		
Theft Cover Fees					
With Theft Cover	Bike recovered by customer	0€	Without Theft Cover	Bike recovered by customer	0€
	Bike recovered by Zoomo	150€		Bike recovered by Zoomo	400€
	Bike & battery lost	600€		Bike & Battery lost	1500€
	Battery lost	300€		Battery lost	500€
	Bike lost	300€		Bike lost	1000€



## 2. RIDER RESPONSIBILITIES

### Account

- Over the course of your rental, you are the only one authorized to ride the bike. Failure to adhere to this policy will result in termination of your subscription, and return of the bike.
- Zoomo retains the right to cancel your rental at any time for any violation of this Agreement, your contract, or the Terms & Conditions.
- If any of your contact information, including payment information, changes over the course of your rental, you are required to notify us immediately.
- You will follow a code of conduct while in any Zoomo space that contributes to a safe, respectful, solution-oriented atmosphere. Zoomo reserves the right to refuse service or in extreme circumstances, cancel this contract, at its discretion, with any customer that acts inappropriately. This includes hostile, threatening or disrespectful behavior toward Zoomo staff, customers or partners.

### Safety

- Always properly wear a helmet while riding. Zoomo advises that you wear a helmet whenever you're riding your bike, regardless of local laws
- Always obey all traffic laws, including stopping at stop signs and red lights.
- Make yourself visible: Consider wearing bright cycling clothes. Always use equipped lights between sundown and sunrise.

### Maintenance

- You are required to bring the bike in for maintenance every 4 weeks or upon request from Zoomo. If you are unwilling to do so, you will be responsible for all repair costs. In extreme cases where basic maintenance is neglected, Zoomo has the right to repossess the bike
- Zoomo, at no cost to you, will perform maintenance and repair for any general wear and tear items.
- **You are responsible for the cost of any damage outside of general wear and tear. For clarity, please refer to the repair/replacement cost list which can be found on <https://www.ridezoomo.com>.**
- If a repair is estimated to take longer than 24 hours during working days, it will be determined if a replacement bike is needed on a case by case basis. A replacement bike will become your new vehicle and can not be voluntarily swapped for any other vehicle. Minor repairs may be handled on site after an initial assessment.

### Theft Cover

- Lock the U-Lock provided by Zoomo to the bike frame (never just the wheel or seatpost), and to a secure rack or pole.
- Lock the bike whenever you step away from it, whether for 5 seconds or 5 hours.
- If you have opted in or your plan includes Theft Coverage, you must adhere to the above and the following:
  - The theft must be reported to Zoomo within 24 hours. We will email you a form that we require you to fill out.
  - The theft must be reported to the police within 72 hours. We will require a police report to be submitted to your local Zoomo store.
  - All keys, batteries and accessories must be returned. You will be charged separately for unreturned accessories.

### Payment

- You must be current with your payments. A 25€ penalty will apply to any payment more than 10 days late. If you find yourself unable to continue making payments, please make immediate arrangements to return the bike to the workshop. Failure to do so will result in the bike being reported stolen and your information being forwarded to the police.
- In addition, Zoomo retains the right to immediately and automatically cancel your subscription for



any of the cases listed below:

- Three late subscription payments
- 15-days late subscription payment
- If payment method is SEPA Direct Debit, first subscription payment disputed

→ If you find yourself temporarily unable to pay, please communicate with our Zoomo Customer Service team by writing to [hello.de@ridezoomo.com](mailto:hello.de@ridezoomo.com) and we will do our best to accommodate your request.

### 3. CONTRACT SIGNATURE

By signing this contract, I hereby declare that the information above is true, that I accept the terms and conditions of this Agreement available on Zoomo website (<https://www.ridezoomo.com/policies/terms>) and that I grant to Zoomo the right to debit my account for any amount related to this Agreement, until the Agreement is canceled by either party. If changes are made to this subscription, payment via direct debit will remain in force to honor the requirements of this rental agreement.

In the event that an incorrect amount is debited from this account, I authorize Zoomo Germany GmbH to credit this account in order to correct the situation. This payment authorization is valid, in accordance with the DSP 2 regulations and the PAD guidelines, and will remain in effect unless I, or another authorized user, notifies Zoomo Germany GmbH of its cancellation by contacting Zoomo at email [hello.de@ridezoomo.com](mailto:hello.de@ridezoomo.com).

It is specified that the Renter's personal data is protected by the privacy policy available on our website, at <https://www.ridezoomo.com/policies/terms>.

Executed in \_\_\_\_\_ on the \_\_\_\_\_

[Zoomo Signature]

[Renter's Signature]



## 4. TERMS & CONDITIONS

### 1. Term of this Agreement

The Start Date of this contract is [DATE] (being the date on which you take possession of the Bike and pay the Security Deposit in accordance with clause 3 below).

For the avoidance of doubt, this Agreement is ongoing unless terminated in accordance with the terms of this Agreement.

### 2. Zoomo's Bike

You have agreed to rent from us a bike with the serial number [SERIAL NUMBER] (the "Bike").

Zoomo shall commercially and reasonably ensure that the Bike materially conforms to any specification communicated by Zoomo from time to time.

### 3. Fees

The Renter agrees to pay Zoomo the following:

- (a) Monthly Fees for the rental of the Bike as set out in the relevant plan selected through our Zoomo app as set out at clause 4 below;
- (b) any add-ons selected through the Zoomo app;
- (c) the Security Deposit as set out in clause 6 below, and
- (d) any late fees and/or administrative fees incurred in accordance with this Agreement;

(each a "Fee").

### 4. Monthly Fees

Monthly Fees are payable monthly in advance. You are required to subscribe to the

appropriate Zoomo Plan through the Zoomo website, prior to taking possession of the Bike.

Details about the relevant plans offered by Zoomo for payment of the Monthly Fees are set out in the Zoomo app and may be updated from time to time. You can find out more about the relevant plans here <https://www.ridezoomo.com/de/plans>.

The relevant plan must be selected by you upon checkout or in any applicable order form or within the Zoomo app. Any changes to our plans and pricing points will be made at our sole discretion in accordance with clause 29 of this Agreement and will be available to you on the link above.

### 5. Clause Not Being Used

### 6. Security Deposit

We require you to provide a security deposit of €100 (the "Deposit"). **The deposit is not required, should you be leasing the bike as a WOLT employee and under the Wolt/Zoomo partnership agreement.**

The Deposit is payable by you on taking possession of the Bike and will be retained by Zoomo as security for the Bike and accompanying Lock.

In the event of loss or damage to the Bike or Lock for which you are liable, Zoomo will (on giving written notice to you), apply the Deposit (or part thereof) to the cost of necessary repairs or replacement. In the event of outstanding rental or repair fees, Zoomo will (on giving written notice to you), apply the Deposit (or part thereof) to the satisfaction of the same.

In the absence of damage, loss or outstanding fees, the Deposit will be



refunded to you in full within 10 Business Days of the Expiry Date of this Agreement.

Notwithstanding the foregoing, Zoomo is not obliged to hold the Deposit on trust for you, and you agree that Zoomo is free to treat the Deposit as its own monies, without prejudice to your Deposit refund right (where applicable) described above.

## **7. Payment Terms**

You authorize Zoomo to debit your nominated debit card (SEPA-Lastschrift) or credit card with the amount of the Monthly Fees and any other Fee incurred as and when they fall due.

You must pay all sums that you owe to Zoomo under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## **8. Acknowledgement**

You acknowledge that:

- (a) you have received the Bike and accessories as described in clause 22(c);
- (b) you have read and understood this Agreement, the Zoomo Privacy Policy, and Zoomo Safety, Security and Maintenance Guide and agree to comply with all obligations under the same
- (c) if you intend to use the Bike to make deliveries for a delivery company, you authorise us to share your details with the delivery companies you work for to confirm that you have an active account on their platform. Your personal data will at all times be governed by the Zoomo Privacy Policy.

## **9. Upon receipt of the Bike**

Where the Bike is protected by packaging material, such material shall be disposed of

by you at your cost, unless otherwise required by Zoomo.

## **10. Legal title**

Zoomo shall at all times retain ownership of the Bike and you shall not do or allow anything to occur which might adversely affect Zoomo's right, title or interest in the Bike. This means that a) you must not create or allow to be created over the Bike any lien, charge or other security or lend, lease or sell or otherwise part with possession of the Bike or represent you may do these things (save as expressly authorized by this Agreement or by Zoomo); and b) you must not do anything that may cause any insurance of the Bike that Zoomo has to become void or voidable; and c) you must ensure the Bike is clearly identifiable as belonging to Zoomo, not remove any identifying mark on the Bike; and d) you must inform Zoomo immediately if you become or are reasonably likely to become subject to any of the events or circumstances set out in clause 13.

## **11. Risk**

Whilst title and legal ownership in the Bike remains at all times with Zoomo, risk in the Bike transfers and remains with you from the Start Date and until the Expiry Date of this Agreement or until Zoomo confirms otherwise in writing to you.

## **12. Termination by Either Party**

Either party may terminate this Agreement by giving the other party seven (7) Business Days' notice in writing to **hello.de@ridezoomo.com**. If you subscribe to a plan with a time commitment, you won't be allowed to terminate this Agreement before the duration of the contract is reached.

Notwithstanding the foregoing, if you terminate your rental plan with Zoomo prior to the Expiry Date, you will be responsible for



payment for all fees up until the date of termination plus fifty (50) percent of all such remaining fees pursuant to your rental plan.

### **13. Termination by Zoomo**

Zoomo may terminate this Agreement immediately by giving you notice in writing in the following circumstances:

- (a) A Fee remains outstanding for more than fifteen (15) Business Days from the date on which it falls due;
- (b) A Fee is remains outstanding for more than one (1) Business Day from the date on which it falls due more than two times during the duration of the Contract;
- (c) If you intend to use the Bike solely or predominantly for Authorised Business Use (see clause 18 below), and you take any of the following actions:
  - (i) stop carrying on all or a significant part of your business, or indicate in any way that you intend to do so;
  - (ii) are placed under guardianship or are allowed to participate in the debt restructuring scheme for natural persons;
  - (iii) are declared bankrupt or if a petition to enter into bankruptcy or liquidation or a winding-up petition is filed;
  - (iv) apply for a provisional or definitive suspension of payments or are granted a provisional or definitive suspension of payments;
  - (v) are subject to any procedure for the taking control of the Bike that is not withdrawn or discharged within 7 days of that procedure being commenced.

If Zoomo terminates this Agreement in accordance with this clause 13, you must immediately return the Bike to Zoomo in accordance with the instructions given in the notice.

### **14. Return of the Bike**

On termination of this Agreement by Zoomo under clauses 12 or 13, Zoomo will set out an Expiry Date in the notice of termination provided to you.

If you terminate this Agreement under clause 12, Zoomo will set out an Expiry Date in our acknowledgement of your termination notice.

On or before the Expiry Date, you must return the Bike and all accessories:

- (a) to a designated Zoomo Location, on or before the Expiry Date, during operating hours; and
- (b) in the same condition as it was upon taking possession, save that any reasonable and fair wear and tear is accepted.

The Bike will be deemed returned to the possession of Zoomo when Zoomo or their authorised representative acknowledges receipt of the Bike in writing.

Monthly Fees will continue to apply for each month between the date of notification of termination and the Expiry Date, including the month of the Expiry Date or, if you fail to return the Bike as set out above or as otherwise instructed by Zoomo, the date that the Bike is returned to Zoomo.

If you do not return the Bike on the Expiry Date (unless the designated Zoomo location is closed that day) then:

- (a) you must pay Zoomo, as applicable,
  - (i) Weekly Fees for each week between the Expiry Date and the date the Bike is returned, including the week of the Expiry Date, or
  - (ii) monthly fees if you are on a monthly subscription for each month



between the Expiry Date and the date the Bike is returned, and you shall not be entitled to any refund of the foregoing;

- (b) after written notice to you and if the location of the Bike is unknown, Zoomo may report the Bike as stolen to the Police; and
- (c) you must compensate Zoomo for any reasonable costs incurred in recovering the Bike.

### **15. Late, Missed or Overdue Payments**

If any Fee is not made for any reason (for example, if there are insufficient funds available in the nominated account), you will incur an administrative fee of €1.50. The administrative fee applies for every missed payment where an attempt is made to process a payment and it is returned by the relevant financial institution.

Zoomo may also refer the matter to a debt collector or solicitor for collection of fees outstanding and repossession of the Bike, if applicable, in which case you will be liable to pay to Zoomo all fees and charges payable in respect of the debt collector's fees (including any commission), costs associated with recovering possession of the Bike and solicitor's fees on a full indemnity basis.

### **16. Charges**

You acknowledge that Zoomo may have, now or in the future, a Security Interest in the Bike. Zoomo reserves the right to perfect its interest, including by registering its interest in the Bike with the commercial register, if Zoomo forms the opinion that it is necessary to do so to protect its reasonable commercial interests. In that event, Zoomo may require you to reimburse them the costs of perfection on written notice.

### **17. Location Sharing**

You consent to share location data with Zoomo. The Renter may revoke this consent via a written request to the Owner and swapping the Bike for one that is not GPS-enabled. Zoomo agrees NOT to share the Rider's location data with any third party without consent or without removing the identity of the rider. Your personal data will at all times be governed by the Zoomo Privacy Policy.

### **18. Authorised Use**

Zoomo authorises you to use the Bike during the Term for Authorised Business Use and/or Authorised Personal Use, provided that such use must not involve Unauthorised Use or the operation of the Bike outside of reasonable and safe parameters.

Authorised Business Use includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation.

Authorised Personal Use includes operation of the Bike on roads in accordance with local road rules and legislation.

Unauthorised Use includes (but is not limited to) any business or personal use involving:

- (a) the operation of the Bike by any person other than you; and
- (b) the carriage of any person in addition to you; and
- (c) the towing of another person, vehicle or other object; and
- (d) the operation, use or involvement in any way of the Bike in violation of any laws or for an illegal purpose; and
- (e) any race or competition.

### **19. Zoomo Warranty**

Zoomo represents that, to the best of its





knowledge and belief, the Bike is supplied to you at the commencement of the Term:

- (a) in sound and safe condition, suitable for Authorised Use; and
- (b) free of any known faults or defects that would affect its safe operation under normal use; and
- (c) in accordance with the manufacturer's standards.

Apart from this and any other warranty or guarantee set out in this Agreement, or which you are entitled to by law, Zoomo excludes all other warranties or guarantees.

## 20. Limitation of Liability

Where our products and/or services fall within the scope of the German Consumer Law, our liability will be limited to the extent permitted under German Consumer Law only.

Where our services fall outside the scope of the German Consumer Law, we exclude all liability to you (including liability for negligence and consequential loss or damage, including loss of business profits) and you hereby waive, release and discharge, on a continuing basis, all claims you have or may have against us relating to the provision of the services, however arising.

Zoomo shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it promptly notifies the Renter of the Force Majeure event and its expected duration and uses reasonable endeavours to minimise the effects of that event.

## 21. Your Warranties

You warrant that you:

- (a) have been advised by Zoomo that it is recommended you obtain and maintain appropriate public liability insurance coverage for loss or damage caused to persons or

property in connection with your use of the Bike;

- (b) will only use the Bike for an Authorised Use;
- (c) will not use or permit the Bike to be used for any Unauthorised Use;
- (d) will operate the Bike in a safe and reasonable manner and not in any negligent manner; and
- (e) will, at all times during the Term while the Bike is not in use, lock the Bike using the supplied Lock in accordance with all reasonable directions of Zoomo, including as set out in the Safety, Security and Maintenance Guide, as amended from time to time. You indemnify Zoomo in respect of any loss or damage arising out of any warranty given in this clause 21 being incorrect or any breach of any such warranty and will be solely responsible for all loss and damage so arising, including (but not limited to) all associated tickets, fines, and fees.

## 22. Responsibility for and costs incurred as a result of loss and damage including theft

You hereby acknowledge that you are liable for:

- (a) the loss of, and all damage to, the Bike during the Term of this Agreement, including as a result of theft of the Bike; and
- (b) all damage to any person or the property of any person:
  - (i) which is caused or contributed to by you or any person you allow to drive the Bike, including flat tyres; or



- (ii) which arises from the use of the Bike by you or any person you allow to drive the Bike.

If the Bike is lost or stolen and not recovered, you will be liable to pay Zoomo €1200, being the replacement value of the Bike, plus any additional costs incurred by Zoomo incidental to the loss or theft of the Bike ("**Loss or Theft Costs**"). If the Bike is lost or stolen and recovered, you will be liable to pay Zoomo €400. Such amounts payable are fair and reasonable and constitute a genuine pre-estimate of the losses suffered by Zoomo in the event of the loss or theft of the Bike. You agree to pay such an amount immediately on demand by Zoomo.

In the event of theft of the Bike, you agree to:

- (a) Create a police report and provide details to Zoomo as soon as reasonably practicable after the Bike has been stolen;
- (b) Complete our theft form (available from our website) as soon as reasonably practicable after the Bike has been stolen;
- (c) Return all the accessories (battery, charger, locker, keys, etc) which have not been stolen and are in your possession to the nearest Zoomo location as soon as reasonably practicable after the Bike has been stolen;
- (d) Provide such reasonable evidence that you locked the Bike correctly by speaking with our Zoomo staff at the nearest Zoomo location.

In the event of loss or damage to the Bike or other loss or damage arising in connection with the use of the Bike other than as a result of theft of the Bike, you must:

- (a) Promptly report the incident in writing to Zoomo and provide Zoomo with details of the incident including:
  - a. an accurate

description of the incident e.g. state stolen and the location;

- b. name, address and license number, of any other person involved;
- c. registration of any other vehicles involved;
- d. names and station of any police officers involved; and
- e. any other information reasonably requested by Zoomo; and

- (b) return all parts of the Bike which have not been lost or damaged (battery, charger, lock, keys, etc) to the nearest Zoomo location.

You accept that GPS device services are necessary in order to protect our bikes against theft and enhance recovery. Zoomo may request you to attend your nearest Zoomo location for a GPS device service. Any location data and your personal data will at all times be governed by the Zoomo Privacy Policy.

### 23. Reduction of Loss or Theft Costs

On entering into this Agreement, you will have the opportunity to limit your liability for the payment of Loss or Theft Costs by way of entering into a Loss or Theft Plan (separate terms and conditions will apply).

Under a Loss or Theft Plan, your liability for payment of Loss or Theft Costs will be limited in accordance with the plan you have chosen, as long as you are not otherwise in breach of this Agreement and providing you are no more than 1 week in arrears with payment of Weekly Fees.

### 24. Maintenance, Security and Safety



You hereby agree to comply with the following for the Term:

- (a) maintain the Bike to the same standard in which the Bike is supplied to you in (including by complying with all additional servicing or repairs recommended by Zoomo at any service);
- (b) complete the safety and maintenance checks outlined in the Zoomo Safety, Security and Maintenance Guide;
- (c) keep the Bike locked to an immovable object (e.g. post or railing) using the Lock provided by Zoomo when it is unattended;
- (d) comply with all applicable transport laws;
- (e) attend at a nominated Zoomo location with the Bike for the Bike to be serviced every 2000-2500km travelled;
- (f) attend at a nominated Zoomo location with the Bike as directed by Zoomo for a service within 7 days of being requested to by Zoomo;
- (g) refrain from servicing or causing the Bike to be serviced otherwise than at a designated Zoomo Bikes location.

Regular servicing as set out above is necessary for Zoomo to ensure the continued safety of the Bike. It is critical to your ongoing use of the Bike that you attend scheduled services as set out above. If you fail to attend a scheduled service as required, a late fee of €0.10/km for every kilometre travelled over 2500km since the Bike's last service will be incurred.

Standard services are provided at no cost to you during the Term, however if Zoomo or their representative identifies any damage requiring repair (apart from fair wear and tear), including (but not limited to) a flat battery, flat or punctured tyre, lost keys to

Locks or other accidental damage, you will be responsible to pay for such repairs.

Zoomo is committed to organising additional services if they become aware of any potential issues or faults with the Bike. Accordingly, it is critical to your ongoing use of the Bike that you attend unscheduled services as directed by Zoomo. If you fail to attend a directed service as required, a late fee of €5.00 per day will be incurred.

The late fees set out in this clause 24 have been designed to protect the interests of both parties in the continued safety of the Bike.

## 25. Notice

When a notice must be provided in writing by Zoomo to you or you to Zoomo, it may be provided by letter, email or via our app.

We may send notices to you at your last known home or email address, telephone number or other contact details.

You must send notices by email to our customer service team using the address stated on our website or app.

Unless specifically stated otherwise in this Agreement, any notice given by Zoomo to you or you to Zoomo will be deemed given and received if:

- (a) delivered by hand to your last known home or work address, at the time of delivery;
- (b) sent by first class post on a Business Day, the next Business Day or second Business Day after posting if not sent on a Business Day;
- (c) sent by email or via the app on a Business Day before 4pm, one hour after sending; and
- (d) sent by email at any other time, 9:00 am on the next Business Day.



## **26. Dispute Resolution**

If a dispute arises out of or in connection with this Agreement or its performance, validity or enforceability (a "Dispute") then, except as specifically stated otherwise in this Agreement, the parties shall follow the procedure set out in this clause 26.

If either Party wishes to raise any complaint or dispute relating to the rights and obligations under this Agreement, then they must notify the other party in writing as soon as possible. The notification should include details of the Dispute, the outcome the party desires, and any actions that they believe will settle the Dispute.

Once notification of a Dispute has been received, the Parties shall attempt to resolve the Dispute in good faith.

If the Parties are, for any reason, unable to resolve the Dispute within 20 Business Days of the receipt of the notice, then the Dispute shall be referred to a formal mediation process. The Parties must agree on the selection of a mediator or, where agreement cannot be reached, the mediator will be selected in accordance with the CEDR Model Mediation Procedure. The Parties will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance).

No Party may commence any court or arbitration proceedings in relation to the whole or part of the Dispute (except where they seek urgent interlocutory relief) until it has attempted to settle the Dispute by mediation and either:

- (a) the mediation has terminated; or
- (b) the other Party has failed to participate in the mediation having had reasonable opportunity to do so.

Any court proceedings must be conducted in accordance with clause 30.

All communications made by the parties arising out of this dispute resolution clause

are confidential and to the maximum extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

For avoidance of doubt, nothing in this clause 26 prohibits, prevents or delays Zoomo from engaging the services of a debt collector or solicitor to recover overdue amounts.

This clause 26 survives termination of this Agreement.

## **27. Assignment**

You may elect to assign your rights and obligations under this Agreement to another person, subject to Zoomo Bike's written approval. Such approval may be subject to the provision of additional information and conditions. Zoomo Bike's decision on assignment will be final. In the event of an assignment, you must pay all charges up and including the effective date of assignment.

## **28. Relationship of Parties**

This is a contract for supply of goods and services and is not intended to create any other relationship between the parties.

## **29. Changes to terms**

We may, at any time, and at our sole discretion modify this Agreement and any of the documents referenced herein and/or included herein by hyperlink, including but not limited to our Privacy Policy, pricing structure, repair services or theft cover, with notice with notice via email, on our website or in our app with 14 days' notice.

## **30. Governing Law and Jurisdiction**

This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be



governed by, and construed in accordance with, the laws of Germany. The parties irrevocably agree that the courts of Germany shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims). If you are a consumer (non-business customer), nothing in this clause 30 shall negate your right to have your dispute heard in the part of Germany where you are usually resident.

### 31. Definitions

**Authorised Business Use** includes commercial delivery services, such as document or food delivery, in accordance with local road rules and legislation.

**Authorised Personal Use** includes operation of the Bike on roads in accordance with local road rules and legislation **Business Day** means a day on which banks are open for business in Berlin, Germany, other than a Saturday, Sunday or public holiday.

**Expiry Date** means the date on which either you or Zoomo agree to terminate this Agreement in line with clauses 12 or 13.

**Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay and any consequences related to Covid or any pandemic or epidemic and any government restrictions to which a party is subject is not Force Majeure.

**Lock** means the bicycle lock provided to you by Zoomo for the purposes of securing the Bike when leaving it unattended.

**German Consumer Law** means applicable laws in Germany that affect

and protect consumer rights, as amended from time to time.

**Safety, Security and Maintenance Guide** means the Zoomo's Safety, Security and Maintenance Guide that will be given to you on your initial collection of the Bike from Zoomo.

**Start Date** is the date when you took possession of your rental bike from a Zoomo shop or partner shop.

**Term** means the period between the Start Date and the Expiry Date of this Agreement.

**Unauthorized Use** means any used other than an Authorized Use, as set out in clause 4 of this Part C

**Monthly Fees** means the weekly rental fees payable by you to Zoomo.

### 32. Interpretation

In this Agreement the following rules of interpretation apply, unless the contrary intention appears or context otherwise requires:

- (a) Headings and subheadings are for convenience only and do not affect the interpretation of this Agreement.
- (b) References to clauses, Schedules, annexures, appendices, attachments and exhibits are references to the clauses of, and the Schedules, annexures, appendices, attachments and exhibits to, this Agreement.
- (c) References to parties are references to the parties to this Agreement.
- (d) References to a party to any Agreement or document include that party's permitted assignees and successors, including executors and administrators and legal representatives.
- (e) Words denoting the singular include the plural and words denoting the



plural include the singular.

- (f) Words denoting any gender include all genders.
- (g) The word 'person' includes any individual, corporation or other body corporate, partnership, joint venture, trust, association and any Government Agency.
- (h) A reference to any Agreement or document (including this Agreement) includes any amendments to or replacements of that document.
- (i) A reference to a law includes:
  - (i) legislation, regulations and other instruments made under legislation and any consolidations, amendments, re-enactments or replacements of them;
  - (ii) any constitutional provision, treaty or decree;
  - (iii) any judgment;
  - (iv) any rule or principle of common law or equity, and is a reference to that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.
- (j) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of that provision or this Agreement.

- (k) A reference to time is a reference to the time in Berlin, Germany unless otherwise specified.
- (l) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (m) If any act is required to be performed under this Agreement by a party on or by a specified day and the act is performed after 5.00 pm on that day, the act is deemed to be performed on the next day.
- (n) If any act is required to be performed under this Agreement on or by a specified day and that day is not a Business Day, the act must be performed on or by the next Business Day.
- (o) A reference to an amount of euros, € or EUR is a reference to the lawful currency of Germany, unless the amount is specifically denominated in another currency.
- (p) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.
- (q) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

