

Battery Swapping Program Terms

These Battery Swapping Program Terms (the “Program Terms”) govern the battery swapping service made available by Zoomo Germany GmbH (“Zoomo”, “we”, “us” or “our”) to eligible customers in Germany.

These Program Terms supplement the rental agreement and any other terms accepted by the customer in connection with the rental or use of Zoomo bike (together, the “Agreement”). To the extent a matter is not expressly regulated in these Program Terms, the provisions of the Agreement shall apply accordingly.

If there is a conflict between these Program Terms and the Agreement, these Program Terms prevail in relation to the Battery Swapping Program only. In all other respects, the Agreement continues to apply and prevail.

1. Definitions

“Battery Swapping Program” means the service under which Zoomo allows the customer to access charging stations and battery swapping stations for the charging and exchange of Eligible Batteries.

“Eligible Battery” means a battery approved by Zoomo for use in the Battery Swapping Program and assigned, issued, or otherwise authorised by Zoomo for the customer’s use with an approved Zoomo vehicle.

“Operator” means the third-party infrastructure provider that owns and operates the battery charging stations and battery swapping stations.

“Program Battery” means any Eligible Battery that is at any time checked out, deposited, charged, stored, or swapped through the Battery Swapping Program.

“Program Fee” means the fee payable by the customer that participates in the Battery Swapping Program, as shown in the applicable plan.

“Swapping Station” means a locker, charging cabinet, swapping point, or other battery charging/swapping infrastructure owned or operated by the Operator as part of the Battery Swapping Program.

“Swap Transaction” means any deposit, return, exchange, collection, charging request, access event, or other transaction recorded through a Swapping Station or the related software platform.

2. Service

2.1 The Battery Swapping Program is offered by Zoomo to the customer as part of, or in connection with, the customer’s rental or subscription agreement.

- 2.2 The customer contracts with Zoomo under these Program Terms for the battery swapping offer. Separately, the customer may also be required to enter into or accept station use terms directly with the Operator in order to access the relevant Swapping Stations.
- 2.3 Zoomo may use one or more Operators to operate the Swapping Stations and related software, monitoring and access control systems. Where an Operator imposes direct user terms for station access, the customer must comply with those terms to the extent they govern the use of the Swapping Stations and do not conflict with mandatory law.

Customers must use the Swapping Stations, lockers and related equipment responsibly and in accordance with all posted instructions, safety requirements and any directions provided by Zoomo or the relevant Operator. The customer is responsible for any damages, misuse, disruption, disturbance or loss caused by the customer at any location where a Swapping Station is installed. Customers must not tamper with, modify, damage, interfere with, circumvent or attempt to gain unauthorised access to any Swapping Station, locker, battery, related equipment, software, monitoring system or access control system.

- 2.4 Availability of the Battery Swapping Program may vary by city, district, station, opening hours, maintenance windows, technical conditions, and battery stock levels.

3. Eligibility and activation

- 3.1 Only customers approved by Zoomo and assigned access credentials may use the Battery Swapping Program.
- 3.2 Zoomo may require identity verification, plan eligibility, payment method validation, deposit payment, safety onboarding, app activation, and acceptance of these Program Terms before granting access.
- 3.3 Access is personal to the customer and may not be shared, transferred, sublicensed or used by any other person.
- 3.4 Where the Operator requires a separate account, app registration, PIN, identity check or acceptance flow for station use, the customer must complete and maintain those requirements independently and in accordance with the Operator's applicable user terms.

4. Permitted use

- 4.1 The Battery Swapping Program may be used only in connection with an approved Zoomo vehicle and approved batteries made available or authorised by Zoomo.
- 4.2 The customer must use the Swapping Stations only in accordance with the instructions displayed in the app, at the station, or otherwise communicated by Zoomo or the Operator. Unless otherwise approved by Zoomo in writing, each customer may carry out a maximum of four (4) battery swaps per day.

4.3 The customer must not:

- (a) deposit, charge, or attempt to charge any non-approved battery, modified battery, damage battery or third-party battery;
- (b) tamper with, bypass, force, reverse engineer or damage any Swapping Station, lock, charger, software or access control mechanism;
- (c) use another person's credentials or allow another person to use the customer's credential;
- (d) use the Battery Swapping Program in a manner that is unsafe, unlawful, fraudulent or abusive;
- (e) remove any battery from a Swapping Station unless the transaction has been correctly authorised and completed through the approved process; or
- (f) use a Swapping Station contrary to any safety rules, occupancy limits, battery certification requirements, or locker restrictions imposed by Zoomo or, where applicable, by the Operator.

5. Customer battery handling obligations

- 5.1 The customer must handle each Program Battery with due care and in accordance with the vehicle manual, battery instructions and any safety guidance communicated by Zoomo.
- 5.2 The customer must not use a Program Battery if it appears damaged, unusually hot, swollen, leaking, emits smoke or odor, has exposed wiring, or otherwise appears unsafe. In such cases, the customer must stop using the battery as soon as safety possible and notify Zoomo immediately.
- 5.3 The customer must not open, alter, repair, attempt to repair, or arrange repair of a Program Battery except through Zoomo or a service provider approved in writing by Zoomo.
- 5.4 If a battery becomes stuck, inaccessible or not properly recorded during a Swap Transaction, the customer must notify Zoomo promptly and follow Zoomo's instructions.

6. Swap process and custody

- 6.1 Each Swap Transaction must be initiated and completed through the approved app, access method or station interface.
- 6.2 Until a Swap Transaction is correctly recorded as completed, the customer remains responsible for the battery last assigned to the customer.
- 6.3 When the customer deposits a Program Battery into a Swapping Station, the customer remains responsible for the battery until the station confirms acceptance and the transaction is recorded in Zoomo's or the Operator system.

- 6.4 If the station rejects a battery, fails to lock, fails to record the deposit, or otherwise indicates an error, the customer must retain the battery safely and contact Zoomo. A battery left unsecured, improperly deposited or deposited outside the approved process remains at the customer's risk until correctly accepted and recorded.
- 6.5 Zoomo may set operational rules on the use of the batteries, temporary holding periods, reservation windows and station specific limits, provided these are clearly communicated before or at the time they apply. Zoomo may limit the number of battery swaps permitted per day, provided this is clearly communicated before or at the time the limit applies. . Unless otherwise approved by Zoomo in writing, the maximum number of battery swaps permitted is four (4) per customer per day..

7. Fees, charges and deposit

- 7.1 The customer shall pay the Program Fee and any other charges clearly disclosed by Zoomo in the applicable plan, order confirmation or Agreement.
- 7.2 Zoomo may charge:
- (a) recurring Program Fees;
 - (b) one-off activation or replacement charges;
 - (c) a refundable deposit, where applicable;
 - (d) charges for lost, stolen, unreturned or damaged batteries, chargers or accessories;
 - (e) reasonable call-out, recovery, cleaning, repair or administrative charges to the extent caused by the customer's breach, misuse, negligence or failure to follow instructions; and
 - (f) other amounts expressly provided for in the Agreement or these Program Terms.
- 7.3 Any charge for lost, stolen, unreturned or damaged batteries or accessories should reflect Zoomo's reasonable estimate or actual replacement, repair, handling, logistics and related administrative costs.
- 7.4 Unless otherwise stated, recurring Program Fees are payable in advance using the payment method authorised by the customer under the Agreement.
- 7.5 Zoomo may set off any due amount under these Program Terms against any deposit held under the Agreement or a program-specific deposit, provided the customer is informed accordingly.

8. Lost, stolen, damaged or unreturned batteries

- 8.1 The customer is responsible for each Program Battery assigned to the customer until it is validly returned and recorded through the approved process.
- 8.2 If, after a Program Battery has been validly returned and recorded, a defect, damage, malfunction or other issue is subsequently identified and the customer is the last recorded

user of that Program Battery before such return, the customer shall remain responsible for that defect, damage, malfunction or issue to the extent it was caused by the customer's act, omission, misuse, negligence, breach of these terms, or use other than in accordance with the applicable instructions.

- 8.3 If a Program Battery is lost, stolen, damaged, destroyed, materially degraded through misuse, or not returned when required, Zoomo may charge the customer the amount specified in the Agreement, plan, or if no amount is specified, Zoomo's reasonably estimated replacement or repair cost and related handling costs.
- 8.4 The customer must notify Zoomo without undue delay if a Program Battery is lost, stolen, damaged, involved in an accident, exposed to water, heat, fire or impact, or otherwise affected by a safety incident.
- 8.5 If theft is suspected, Zoomo may require the customer to file a police report and reasonably cooperate with follow-up steps.

9. Service availability and maintenance

- 9.1 Zoomo does not guarantee uninterrupted, error free or city-wide availability of the Battery Swapping Program.
- 9.2 Zoomo may suspend, restrict, relocate, update or temporarily shut down any Swapping Station or the Battery Swapping Program for maintenance, safety, compliance, repair, capacity management, technical issues or operational reasons.
- 9.3 Zoomo may replace, rotate, withdraw batteries from circulation at any time for safety, maintenance, compliance and performance reasons.

10. Safety and emergency response

- 10.1 The customer must comply with all safety instructions issued by Zoomo and the Operator in relation to the batteries and the Swapping Stations.
- 10.2 If a battery overheats, emits smoke or otherwise creates an immediate safety risk, the customer must prioritise personal safety, and notify Zoomo as soon as reasonably possible.
- 10.3 Zoomo may remotely disable, block, suspend or limit access to the Battery Swapping Program or a specific battery when reasonably necessary for safety, fraud prevention, compliance or incident response.
- 10.4 The customer must cooperate with reasonable incident reporting, evidence preservation and return procedures following any safety event or major malfunction.

11. Data processing and data sharing

- 11.1 Zoomo may process and share with the Operator such personal and operational data of the customer as is reasonably necessary to provide, administer, secure and improve the Battery Swapping Program, including, but not limited to, account identifiers, rider status, station access events, battery assignment data, timestamps, incident logs and support records.
- 11.2 Zoomo and the Operator shall process personal data in accordance with applicable data protection laws.
- 11.3 The customer acknowledges that the Swapping Stations and related systems may generate logs concerning access, battery movements, failed transactions, anomalies and safety events for security, operational, fraud prevention and evidential purposes.
- 11.4 Where the customer separately contracts with the Operator for the station use, the Operator may also process personal data as an independent provider under its own user agreement and privacy policy.

12. Termination

- 12.1 The termination provisions of the Agreement shall apply to in addition to these Program Terms to the extent relevant to the Battery Swapping Program.
- 12.2 The customer may not terminate without cause the Battery Swapping Program during the first thirty (30) days following the commencement of the Program. After such initial thirty (30) day period, the customer may terminate the Battery Swapping Program at any time by giving Zoomo not less than seven (7) days' prior notice. Zoomo may terminate the Battery Swapping Program without cause at any time by giving the customer not less than seven (7) days' prior notice.
- 12.3 Either party may terminate the Battery Swapping Program for cause with immediate effect where the legal requirements for extraordinary termination are met, including where:
- (a) the customer is in payment default under the Agreement or these Program Terms;
 - (b) the customer commits a material breach of these Program Terms or the Agreement, or repeatedly breaches them;
 - (c) Zoomo reasonably suspects fraud, misuse, unauthorised access, tampering, unsafe conduct or unlawful use;
 - (d) a battery or station safety issue makes continuation of the Battery Swapping Program unreasonable; or
 - (e) the customer no longer meets the eligibility criteria for the program.
- 12.4 The Battery Swapping Program is ancillary to the Agreement. Accordingly, any termination, expiry, rescission or other ending of the Agreement shall automatically terminate the Battery Swapping Program with effects from the same date, without need for separate notice.

12.5 Termination of the Battery Swapping Program shall not by itself terminate the Agreement, unless the Agreement expressly provided otherwise.

13. Return obligations on termination

13.1 On termination of the Battery Swapping Program or on Zoomo's request, the customer must promptly return any battery, charger, access device or accessory that remains assigned to the customer, in the manner instructed by Zoomo.

13.2 Recurring Program Fees continue to accrue until the effective termination date and, where the customer fails to return assigned items when due, Zoomo may charge additional amounts permitted under the Agreement or applicable law until return is completed.

13.3 Any refundable program-specific deposit will be returned after deduction of any undisputed and due amounts and after verification of returned items.

14. Liability

The provisions of the Agreement relating to defects, statutory rights and liability shall apply equally to the Battery Swapping Program, unless provided otherwise in these Program Terms. Nothing in this Program Terms shall exclude or limit customer's mandatory statutory rights.

15. Changes to these Program Terms

15.1 Zoomo may make reasonable changes to the Battery Swapping Program or these Program Terms where there is a valid reason, including, but not limited to, legal or regulatory changes, safety requirements, technical developments, operational changes, or changes required to maintain the service.

15.2 Any change that is materially adverse to the customer shall be communicated to the customer in advance with reasonable notice. If the change is not legally required and materially disadvantages the customer, the customer may terminate the Battery Swapping Program before the change takes effect.

16. Governing law

The provisions of the Agreement relating to governing law and dispute resolution shall apply equally to these Program Terms.