

Terms & Conditions

Progoris B.V. / Wave

These terms and conditions apply to all agreements to which Progoris B.V., also trading under the name "Wave" and "Wave Bike", is a party. Please read them carefully to be fully aware of all your rights and obligations.

Article 1. Definitions

1.1. Capitalized terms in these terms & conditions shall have the following meaning:

<i>Agreement:</i>	the agreement concluded between you and us for the rent of a Bicycle, to which these Terms & Conditions apply;
<i>Application:</i>	the software platform and underlying infrastructure made available by us which you can access remotely and where you can find and edit your personal information as well as conclude and manage Agreement(s) and your Bicycle(s);
<i>Bicycle:</i>	the (e-)bike we make available to you on a rental basis. The specifications of the bike as well as the rental term and the terms that apply to the rent are specified in the Agreement and these Terms and Conditions;
<i>Customer:</i>	the natural person or a legal entity that has concluded an Agreement with us for the use of one or more Bicycle(s), hereinafter also referred to as "you" or "your";
<i>Defect:</i>	any material damages to your Bicycle or non-compliance of your Bicycle with the agreed specifications or the specifications that may reasonably be expected from a Bicycle in good working order;
<i>Terms and Conditions:</i>	these terms & conditions, which apply to any Agreement concluded between you and us;
<i>Wave:</i>	Progoris B.V. and all its group companies, also trading under the name "Wave", a limited liability company incorporated under Dutch law, having its registered office at Molenlaan 253, (3055GE) Rotterdam, the Netherlands. The terms "we", "us", or "our" also refer to Wave;
<i>Website:</i>	www.wave.bike and all underlying web pages.

Article 2. General

- 2.1. These Terms & Conditions apply to all Agreements with you and all our offers for the rent of a Bicycle. Amendments to these Terms & Conditions are only valid when agreed in writing between you and us (including e-mail).
- 2.2. The applicability of your own purchase terms or other terms and conditions than these Terms & Conditions is explicitly rejected.
- 2.3. We may update our Terms & Conditions and the rates that apply to the rent of your Bicycle from time to time. We shall inform you about any updates to our Terms & Conditions and such rates without delay. Such updates shall automatically apply to our Agreement with you upon expiration of 7 days after the moment we have notified you about the update. If you don't agree to the updated Terms & Conditions or rates, you are at all times entitled to terminate your Agreement with us in accordance with the provisions of article 10.1, without becoming liable to us.

Article 3. The Agreement

- 3.1. Before the conclusion of an Agreement, you must provide us with the personal information requested by us, which may include an official identification document. You shall ensure that information is complete and correct at all times, and that you will inform us in case anything changes in respect of your personal information.
- 3.2. You can provide your personal information and conclude an Agreement via our Application, our Website or otherwise (such as via telephone). Terms of use apply to your use of the Application, which shall be provided to you before your first use of the Application.
- 3.3. You are only entitled to conclude an Agreement if you are at least 18 years old and if you live or are established in a country where we are active – which countries you can find on our Website.
- 3.4. An Agreement is concluded upon our acceptance of your request to rent a Bicycle. We reserve our right to reject your request, for instance if we have previously terminated an agreement with you, if you live outside an area where we are active, or if we have no Bicycles available in the foreseeable future.

Article 4. The Bicycle

- 4.1. During the term of the Agreement you shall be entitled to use the Bicycle with due care and within the limits of the city in which you rented the Bicycle.
- 4.2. Upon concluding an Agreement, we shall provide a Bicycle that complies with the

specifications in the Agreement for the term thereof on a rental basis and for your personal use only. When we have completed the handover process and you have confirmed that you have received the Bicycle in good working order, the Bicycle shall be deemed to comply with its specifications.

- 4.3. If, at the time of conclusion of the Agreement, we do not have a Bicycle available that complies with the agreed specifications, then:
 - a. we will inform you when a suitable Bicycle is available and the rental term will commence when we have provided such Bicycle to you; or
 - b. we will provide you with a Bicycle in a different price category, but only if you agree to receive such alternative Bicycle. Different rental conditions, including fees may apply to the rental of such alternative Bicycle, of which we shall inform you when we offer the alternative Bicycle. If you agree to receiving such alternative Bicycle, we shall inform you when a Bicycle that complies with the initial specifications in the Agreement is available, and you shall be entitled to exchange your alternative Bicycle for such Bicycle without additional costs. The initially agreed terms of the Agreement shall apply to the use of the Bicycle that complies with the specifications of the Agreement.
- 4.4. The Bicycle will be provided to you in good working order and together with the accessories listed on the Website and/or in the Agreement.
- 4.5. In case of the occurrence of a Defect, the following applies:
 - a. if the Defect is the result of your normal use of the Bicycle and in accordance with these Terms & Conditions, to be determined by us, we shall repair such Defect free of additional charge or, at our discretion, replace the Bicycle with a Bicycle that has similar specifications. We shall inform you about the estimated time required to perform the reparations or to deliver a replacement Bicycle. We shall not be liable for any damages if such estimation is exceeded, nor shall you be entitled to any compensation for the time we require to repair or replace you Bicycle. If you cannot use the Bicycle for a substantial period due to maintenance, you may request a pro rata reimbursement of the fees paid to account for such non-availability.
 - b. if the Defect is the result of willful misconduct, gross negligence or intent, to be determined by us, the reparation costs shall be for your account. In such case we shall collect the Bicycle at your location and repair the Bicycle in our bike shop. In such case, we shall increase your regular rental fee with the repair costs and travelling costs (which fees are available in the Application and on the Website);

- c. if the Defect is the result of an accident involving a third party, you have to provide us with the personal details of such third party, its insurance details (if available), as well as detailed description of the accident and the occurrences before the accident and contact details of available witnesses, if any. You shall provide any additional we reasonably request you to provide without delay. If you fail to provide the information we require to recuperate our damages from the third party, we reserve our right to claim our damages from you.
- 4.6. You shall be responsible to report any deficiencies of the Bicycle which do not qualify as a Defect to determine a preferable solution. We may require you to fix the deficiency of the Bicycle yourself. Any damages resulting from your acts to remedy a deficiency of the Bicycle without our prior permission shall be for your account.
- 4.7. We shall only assume the costs incurred by you for the reparation of the Bicycle if we have agreed to do so in writing (including e-mail).
- 4.8. We reserve our right to replace your Bicycle with a different Bicycle with similar specifications during the term of the Agreement. In such case, we will contact you to schedule an appointment to effectuate such replacement. If replacing the Bicycle is not possible due to any reason attributable to you (e.g. you are not present at the agreed location), we reserve our right to charge a no show fee, as indicated on our Website.
- 4.9. The Bicycle is provided with one key. In case of loss of the key you can contact us to replace the lock. The costs for such replacement are for your account and are available in the Application and on the Website. You are not entitled to make copies of the key we provide without our permission.

Article 5. Your obligations

- 5.1. You shall make prudent and diligent use of the Bicycle and shall prevent the occurrence of any damages, loss or theft as much as possible. Prudent and diligent use shall include not using the Bicycle under the influence of drugs or alcohol, properly locking the Bicycle when you park it (double lock), respecting the maximum weight capacity as specified by the manufacturer of the Bicycle and not using the Bicycle with more than one person at a time.
- 5.2. When using the Bicycle, you shall comply with all applicable traffic laws and regulations, and specifically with any laws and regulations that may apply to (electric) bicycle riders.
- 5.3. Your Bicycle is personal and no one besides you is entitled to use the Bicycle. You are

responsible for every use of the Bicycle.

- 5.4. Upon termination of the Agreement, for whatever reason, you must return the Bicycle to us in the same condition as in which you received it (any regular wear and tear excluded), including battery and accessories provided by us. We are entitled to charge a compensation for any costs we incur to restate the Bicycle in good working condition and/or for replacement of the battery and any accessories.
- 5.5. You are not entitled to make any adjustments to the Bicycle that cannot be reversed without incurring costs or damaging the Bicycle. Any costs or damages we incur to undo any changes to the Bicycle you made will be for your account.

Article 6. Theft or loss

- 6.1. In case of theft or loss of the Bicycle, you shall inform us without delay after you have become aware of the theft or loss. Upon our request, you will provide us with a police report for the theft or loss and the keys of the stolen or lost Bicycle.
- 6.2. We will provide you with a replacement Bicycle in case of loss or theft of the Bicycle if such loss or theft is not attributable to you. We shall not repay the Deposit paid for your rent of the stolen or lost Bicycle and may request you to pay an additional deposit for the rent of the replacement Bicycle.
- 6.3. If the Bicycle is stolen or lost due to an act attributable to you, you shall be liable for our damages incurred due to the loss or theft. The loss or theft shall in any case be attributable to you if you have failed to comply with the obligations set out in clause 5.1, or if the loss or theft is the result of your willful misconduct, gross negligence, error or intent. We shall not repay your deposit in such case and shall be entitled to terminate the Agreement if any such situation occurs.
- 6.4. The total costs due by you upon theft or loss (if such loss or theft is and respectively is not attributable to you) are set out in the Application and on the Website.

Article 7. Fees & Payment

- 7.1. For the rent of a Bicycle, you are due the fee specified in the Agreement and, if applicable, a deposit. We shall charge this fee by means of the payment method chosen by you. The amount due for the remainder of the first calendar month of the term of the Agreement shall be calculated on a pro rata basis. We reserve our right to require payment of a deposit and/or the first periodic payment before transferring the Bicycle to you.
- 7.2. If an amount has not been paid within 10 days after it has become due, you are in

default with respect to such payment obligation by operation of law. In such case, we reserve our right to repossess the Bicycle and/or assign our rights to receive payment to a third party and the outstanding amount will be increased with administrative costs and extrajudicial collection costs.

- 7.3. You are only able to pay the fees due for the rent of the Bicycle by means of one of the payment methods available at that time. We are entitled to change the available payment means at any time. We reserve the right to charge the fees at any time, for any reason, including, but not limited to, any currency fluctuations, by communicating to you such changes via e-mail, at our sole discretion. You will not be entitled to any compensation or remedy or damages of any nature whatsoever due to the change of fees.

Article 8. Liability

- 8.1. You are solely and fully responsible for the use of the Bicycle and the compliance with these Terms and Conditions. Consequently, you are fully liable for any damages you incur when using the Bicycle, including without limitation damages incurred as a result of an accident, and damages affecting third parties .
- 8.2. You are fully liable for all damages we incur as a result of Defects in the sense of clause 4.4b or which is the result of your breach of these Terms and Conditions or the Agreement.

We are only liable for your damages that are a result of our willful misconduct, gross negligence or intent.

Article 9. Warranties & Indemnification

- 9.1. You warrant that you will comply with all applicable laws and regulations including without limitation those that apply to the use of the Bicycle and those related to liability.
- 9.2. Upon our first request, you shall indemnify us from all claims, damages and costs resulting from or related to a third party's claim relating to your use of the Bicycle.

Article 10. Term and Termination

- 10.1. The Agreement is concluded for the term specified therein. If no term is specified, the Agreement is concluded for a period of one year and will be tacitly renewed for an indefinite term. In such case you can terminate the Agreement against the end date of the initial term, taking into account a notice period of at least 1 month, or – after

extension of the Agreement for an indefinite term –against the last day of a month, taking into account a notice period of at least 1 month. If you have agreed to rent a Bicycle during a trial period, the rental term will automatically expire at the end of the trial period, unless you decide to extend the rental period.

- 10.2. We may terminate the Agreement in writing with immediate effect and with no notice of default being required if:
 - a. you have materially breached the terms of the Agreement or these Terms and Conditions, including a breach of clause 5.1 or your failure to pay the monthly fee due under the Agreement for a period of two months (whether consecutive months or not); or
 - b. if you have been declared bankrupt or cannot comply with your financial obligations with your creditors for other reasons.
- 10.3. Upon termination of the Agreement, your right to use the Bicycle lapses and you shall return the Bicycle to us in the same condition as we delivered it to you (normal wear and tear excluded) without delay. We are entitled to charge the regular monthly fee for the use of the Bicycle for every month (including any part of a month) you fail to return the Bicycle and we reserve our right to report theft of the Bicycle with the police and to engage the legal procedures before the relevant competent authorities as per applicable laws and regulations .
- 10.4. Upon your return of the Bicycle, we are entitled to charge any damages to the Bicycle which were not properly reported to us in due time or which are the result of your breach of these Terms and Conditions.
- 10.5. The terms of these Terms and Conditions that are constituted to survive termination of the Agreement shall remain applicable in case of termination of such Agreement, including, but not limited to the following articles: Article 2, Article 7, Article 8, Article 10 and Article 12.

Article 11. Personal Data

- 11.1. We shall process all of your personal data in accordance with your privacy statement, which can be found here: www.wave.bike/privacy.

Article 12. Miscellaneous

- 12.1. We are entitled to transfer the Agreement or our rights, whether in full or in part, to a third party without your prior consent.
- 12.2. If at any time any provision of these Terms and Conditions is or becomes illegal, void

or invalid, such invalidity shall not affect the validity of the remainder of the Terms and Conditions. We will replace such invalid provision by such other provision which, being valid in all respects, shall have an effect as close as possible to that of the replaced provision.

- 12.3. These Terms and Conditions all Agreements are governed by the laws of the Netherlands. Any disputes that may arise between you and us shall be exclusively submitted to the competent Court of the Netherlands.