

CHECK TERMS AND CONDITIONS OF USE
27 JANUARY 2023

These terms and conditions of use (the “**Terms and Conditions of Use**”) and the other agreements we refer to in Article 1 (together referred to as our “**Terms of Use**”) apply to any way our online platform and our Vehicle (as defined in the definition list of [Annex I](#)) is used. By visiting our platform or using any of our Vehicles, you agree to be bound by the Terms of Use. Please read it carefully so that you know your rights and obligations.

1. General

- 1.1. These General Terms of Use apply to Check Netherlands B.V., its group companies and any other affiliated company that declares these General Terms of Use applicable (hereinafter collectively: “**Check**”) and relate to the rental of Vehicles (separate rental agreement).
- 1.2. When renting a Vehicle, these General Conditions of Use are supplemented by the General Motor Insurance Conditions (GMIC) and the rate and costs shown in the App and on the Website.
- 1.3. Capitalized words have a specific meaning. You will find an overview of the definitions in the list of definitions in Annex I.

2. To become a Customer

- 2.1. If you would like to become a Customer of Check, you can register with us or via the platform of a third-party provider by creating an Account in accordance with Article 3.5 of these Terms and Conditions of Use. Once we have accepted your registration, we have an agreement (to which the Terms of Use are applicable) and you are a customer (“**Customer**”).
- 2.2. We may refuse your registration without giving any reason.
- 2.3. After creating the Account, you have 14 days to change your mind. This cooling-off period starts on the day after the day you created your Account. In those 14 days you are free to revoke and withdraw your registration. You must do this in writing.

3. Website, App and Account

General

- 3.1. In order to use our services, we grant you the right to use an Account on our App. You can reserve a Vehicle via this Account on the App and you can also open the Vehicle with the App.
- 3.2. Each license we grant is:
 - (i) revocable (we can revoke the right of use at any time);
 - (ii) non-exclusive (we may also give the right to use to others); and
 - (iii) non-sublicensable and non-transferable (you may not pass on or transfer the right of use to others without our consent).
- 3.3. We make every effort to keep the App and the Website secure and functioning properly, but software will never be completely free of defects, errors and bugs. We therefore cannot guarantee that the App and Website are secure and free from defects, errors and bugs. It is also possible that the App and Website are (temporarily) unavailable due to a malfunction. If you cannot open or close a Vehicle during a (temporary) malfunction, you must contact our customer service. Under no circumstances should you leave the Vehicle unattended.

The App

- 3.4. The following rules apply to the use of the App:
 - 3.4.1. you must have a smartphone/tablet or other (mobile) device that meets the technical requirements for the App. We do not guarantee compatibility;
 - 3.4.2. The App stores and processes the personal data you have provided to us. It is your responsibility to keep the use of the App safe.
 - 3.4.3. The App requires a working internet connection. This applies, for example, to the possibility to reserve, open and close a Vehicle. You are responsible for (the costs of) that working internet connection.

- 3.4.4. You must also ensure that the mobile device with which you use the App is charged and remains usable. If the battery is empty and you are therefore unable to use or close one of our Vehicles, we are not responsible for this.

Your Account

- 3.5. Your Account is secured with a password. The following rules apply to this:
 - 3.5.1. You must choose a unique, strong and hard to guess password.
 - 3.5.2. You must keep the password strictly confidential and not make it accessible to others.
 - 3.5.3. Under no circumstances may you mention or store the password on your device. You may also not store them in any other way near your device.
 - 3.5.4. You must change the password immediately if there is reason to believe that someone else has guessed the password. It is also advisable to change a password regularly.
- 3.6. Each Account is strictly personal: you may not make your Account available to other persons. You may therefore not give any login details or information to another person, who will give him access to your Account. This also applies if that other person has his own Account: he must always use his own Account and never someone else's.
- 3.7. To activate the Account, you must identify yourself with your driver's license through a digital verification process. If a suspicion of fraud arises during or after verification, Check will report this to the police.
- 3.8. Check reserves the right at any time to request that you go to a verification location for a driver's license check to present your driver's license to us. If you do not comply with this request, we may block your Account.
- 3.9. Are you breaking any of the rules of this article? We will then impose a fine of up to €500,- on you. Is our damage higher than the fine? You are then liable for the amount that exceeds the fine.
- 3.10. Has there been any unauthorized use of the App or your Account? And did we or a third party suffer damage or have to incur extra costs as a result? Then you are liable for that. This is especially true if the unauthorized use of the App or an Account has led to theft, damage or misuse of (one of) our Vehicles.

4. Vehicle Hire

- 4.1. Our Vehicles may only be used and driven by Customers. You may therefore not lend the Vehicle to anyone or let someone else drive it.
- 4.2. If you want to use a Check scooter or car, you must also:
 - (i) hold a valid driver's license for driving a passenger car. This driving license must come from an EU country, an EEA country or Switzerland;
 - (ii) have no outstanding traffic fine in your name;
 - (iii) carry your driver's license with you throughout the journey and comply with all conditions and restrictions contained therein.
- 4.3. If you are temporarily disenfranchised to drive, for example because your driving license has been revoked and your driving privilege is otherwise restricted or prohibited, you may not use a Vehicle of ours for the duration of the loss, revocation or driving restriction/driving ban. Are you doing this anyway? Then you can read in articles 4.9 to 4.14 of these General Terms of Use which measures Check can take and what the possible additional costs are.
- 4.4. Before you use a Vehicle from us, you are obliged to check the Vehicle for damage, defects and other irregularities.

Your obligations when using the Vehicle

- 4.5. If you use a Vehicle from us, you must use the Vehicle as a good renter. That includes, among other things:
 - (i) You must use the Vehicle in a safe manner, in the interest of other users, the environment and society.
 - (ii) You may only drive on public and suitable roads which are normally accessible for that specific Vehicle.
 - (iii) You must comply with applicable laws and traffic regulations and traffic regulations and you must follow instructions from any authorized person.

- (iv) You may not use the Vehicle when you could be a hazard on the road. For example, in case of fatigue or when you are driving without glasses if you normally wear glasses.
 - (v) You must interrupt the journey immediately and contact us if any warning lights on the dashboard come on.
 - (vi) You should make sure you don't end up with an empty battery.
 - (vii) You must always park the Vehicle in legally permitted places and leave the Vehicle clean and empty after use with the full equipment made available by Check in the designated place (e.g. helmet or charge card).
 - (viii) You must close everything properly and turn off the lights.
 - (ix) You may not use the Vehicle when you are under the influence of alcohol, drugs, medication or other substances that may influence driving behavior, such as laughing gas/nitrous oxide.
 - (x) You may not use the Vehicle for the carriage of persons or cargo for payment, for providing driving instruction, for participating in competitions, rallies, demonstrations, tests or parades, or for committing crimes.
 - (xi) You may not pull or push a caravan, trailer or other object with the Vehicle, or load the Vehicle with (roof) luggage or other (roof) load. Nor may you overload or load the Vehicle without adequate securing.
 - (xii) If the Vehicle is a car, you may not transport animals or pets in it, smoke, vape and/or perform sexual acts in it.
 - (xiii) You may not place, transport or leave (illegal) objects or substances in the Vehicle, the shape, composition or odor of which could cause damage to the Vehicle or drivers or interfere with the use of other drivers.
 - (xiv) You may not repair or have repaired a damage or defect to the Vehicle yourself without our express prior consent.
- 4.6. While using a Vehicle, the costs you incur during the rental, such as tolls or parking fees, are for your account.
- 4.7. Is there a charging card in the Vehicle? Then you can use it free of charge, but only for electricity for the relevant Vehicle. It is prohibited to use the charging card for other vehicles or purposes.
- 4.8. You may not park the Vehicle wrongly or illegally. If you do, the rental period will continue, even when you have ended the ride in the App. In that case, the rental period only ends when the Vehicle is moved. For example: you park the Vehicle in a place that is not permitted for this purpose (illegal parking). You end the ride in the App. It's 15:00. At 18:00, the next renter arrives, who then starts a new ride on the Vehicle. Your rental period will then have continued until 18:00 because you have parked the Vehicle illegally. If you had not done so, your rental period would have ended at 15:00. Illegal parking therefore entails that the rental period continues until someone else moves the Vehicle.
- 4.9. The rental period will also continue (as described in Article 4.8 above) if a Vehicle has been seized under administrative, civil or criminal law and this can be attributed to you. In addition, contrary to the provisions of the previous article 4.8, the associated payment obligation continues until the Vehicle is free of attachments and is back in our possession. In addition, you are liable to us for all costs and damage resulting from the attachment.

Consequences

- 4.10. If you violate one of the rules of this article 4, you will be charged a fine of EUR 500,- per violation as well as administration costs, plus the actual costs incurred and damage suffered by Check.
- 4.11. In addition, if an item of the equipment made available by us is lost (for example the helmet or the charging card), we will charge a fine of EUR 50,- per item.
- 4.12. In addition to the provisions of Article 4.10, if you use the charging card for other vehicles or purposes other than to charge the Vehicle you are renting:
- (i) we will report this to the police; and
 - (ii) you are obliged to reimburse us for all energy costs.
- If it is plausible, but not yet certain, that you have used the charging card for another vehicle or for another purpose, we may investigate this at your expense. You will then pay us a deposit of EUR 2,000 upon our request.

- 4.13. Check may further prohibit the use of one or more types of Vehicles if there is reason to believe that you have violated or will violate any of the provisions of the Terms of Use, or if there is any other compelling reason. This is at the sole discretion of Check.
- 4.14. In addition, it is your responsibility when we receive a fine that relates to the period in which you rented the Vehicle (for example, due to illegal parking). We charge administration costs for this. We will also share the GPS data and other relevant data with (supervising) government authorities.

Our obligations in your use of a Vehicle

- 4.15. If you have reserved a Vehicle from us and the reservation has been confirmed, we have an obligation to make the effort to procure that a Vehicle is available for you at the specified time and location.
- 4.16. We have no further obligations than described above when booking a Vehicle. In addition, we have described in Article 12 to what extent we are liable for any damage.

5. Accidents, Damage, Defects and Repairs

- 5.1. You are obliged to check the Vehicle for damage and defects at the start of the rental period. Accidents, damage and defects that you notice before the rental period or that occur during the rental period must be reported immediately to our customer service.
- 5.2. In the event of an accident, you will follow any instructions we reasonably give, for example an instruction to take photos.
- 5.3. You must ensure that all accidents involving the Vehicle are reported to and recorded by the police. Do the police not record the details of an accident? Then you must immediately report this to our customer service and provide proof of the accident. You must then follow the instructions of our customer service. This applies regardless of whether the accident was caused by you or a third party.
- 5.4. You may only leave the scene of the accident after:
 - (a) the recording of the details of the accident by the police has been completed or, if this is not possible, after our customer service has been informed;
 - (b) we have been consulted and any measures to safeguard evidence and to limit any damage have been taken; and
 - (c) the Vehicle has been handed over to a tow company, or is otherwise safely parked or moved in agreement with us.
- 5.5. If you make a statement in which you accept your liability, this statement only applies to you personally. Check, neither (our) insurers are bound by such a statement.
- 5.6. In case of an accident, you must complete a claim form and submit it to us within 7 days. If we have not received a written claim notification within this period, the accident cannot be handled by the insurer. In that case, we reserve the right to charge you for all costs and damages (for example, damage to persons, objects and vehicles) related to the accident.
- 5.7. Compensation in connection with damage to the Vehicle accrues to us in all cases. If these fees have been paid to you, you must report this immediately and pay them to us yourself, without us having to make a request first.

6. End of the Rental Period

- 6.1. If you want to terminate the rental period, you are obliged to:
 - (a) park the Vehicle properly in a non-paid parking space in the public area and with due observance of the traffic regulations;
 - (b) park the Vehicle in such a way that it is accessible to everyone at all times and therefore not to park it on private or business premises (e.g. car parks, backyards). This ban also applies to parking spaces for customers of shopping centers, supermarkets, restaurants, etc.
 - (c) ensure that no waste and contaminants are left in or on the Vehicle.
 - (d) ensure that the lights are off, the windows are properly closed and the Vehicle is locked.
 - (e) ensure that supplied accessories are stored back in the place where they were at the start of the rental (for example, when renting a scooter, store any helmet(s) provided under the buddy seat).

If you violate one or more of these rules, you will be charged a fine and/or administration costs. You can find the amount of the fine and administration costs on our Website.

- 6.2. The rental period can only be terminated:
- (a) when the Vehicle is within the boundaries of the Service Area. You can use the display in the App for orientation, but no rights can be derived from it;
 - (b) when a mobile phone/data connection can be obtained at the location of the Vehicle; and
 - (c) when you park the Vehicle in a place where it is permitted to do so.
- Isn't this the case? Then you must park the Vehicle somewhere else. If you do not do so, the rental period will not have ended, even if you have ended the ride in the App. In such a case, the rental period only ends when the Vehicle is moved again.
- 6.3. If the rental cannot be terminated, you are obliged to report this to us immediately. In that case, stay with the Vehicle until our customer service has decided on the further course of action. Any additional rental costs will be refunded to you after checking by us, but only if you are not in default.

7. Rates and Payment

Rates

- 7.1. When you rent a Vehicle from us, you agree to pay the applicable rate according to the App at that time. If you use our Vehicles via another party, the rates published by that other party will apply.

Payment

- 7.2. The following rules apply to the payment of the journey and other costs:
- a. We can claim the fare (or part thereof) immediately after the end of the fare, but we usually bill monthly in arrears.
 - b. We use the information you provided during your registration as the basis for the invoice. So make sure they are correct and up-to-date at all times.
 - c. The fare is determined on the basis of the duration of the ride and the rate applicable at that time.
 - d. You must pay us according to the payment method you chose when you registered. You are obliged to ensure that there are sufficient funds in the (bank) account to which the debit, (SEPA) direct debit or another selected payment method takes place. If the debited amount is recovered by the bank and you are responsible for it, we can oblige you to pay the bank and administration costs.
 - e. If you do not pay an amount due or pay it too late, for whatever reason, you must pay default interest. This interest is 1.5% per month or part of a month, but never more than the legal maximum percentage for commercial transactions. In addition, if you do not pay or pay too late, we can charge collection costs. We calculate this in accordance with the Decree on compensation for extrajudicial collection costs (in Dutch: *Besluit vergoeding voor buitengerechtelijke incassokosten*).
 - f. If you do not meet a payment or other obligation towards us or do not do so on time, we have the right to temporarily suspend the obligations we have towards you under our agreement and to cancel or dissolve the agreement.

Driving credit/promotional activities

- 7.3. In certain cases, you can acquire driving credit, for example in the context of a promotional activity.
- 7.4. When you receive driving credit, this will be credited to your Account within 5 working days. Credits can only be credited to your own Account.
- 7.5. You can only use the driving credit for the payment of rental agreements.
- 7.6. Acquired driving credit expires after three months from the moment of acquisition.
- 7.7. You may also receive discounts on rates or other benefits as part of promotional activities. Promotional terms and conditions sometimes apply in addition to these Terms and Conditions of Use. If a provision of the promotional terms and conditions deviates from a provision in these Terms and Conditions of Use, the former provision will apply.
- 7.8. We reserve the right to cancel acquired driving credit or other benefits in the event of a compelling reason in our sole opinion (for example, the abuse of promotional activities such as "promo stacking").

8. Privacy and Personal Data

- 8.1. We need a number of personal data from you if you want to use our services. We process that personal data in accordance with the rules in the applicable privacy legislation, including the General Data Protection Regulation (GDPR) and the GDPR Implementation Act.
- 8.2. You hereby guarantee and warrant that the personal data you have provided is accurate, complete and up-to-date. If something changes in this data, you must make that change immediately in your Account. This applies in particular to the address, e-mail address, (mobile) telephone number, driving license details and payment details.
- 8.3. Is the information you have provided incorrect (for example, an incorrect email address or an outdated telephone number)? We will then have the right to temporarily suspend your Account or to deactivate your Account and to cancel or dissolve our agreement (the Terms of Use).
- 8.4. We have drawn up a privacy and cookie policy for the registration and processing of personal data and for the use of our Website. This policy may change from time to time if developments give cause to do so. The most current privacy and cookie policy can be found on our Website.
- 8.5. If a fine has been imposed or if there is a suspicion of misappropriation or theft of the Vehicle, we will pass on the route, whereabouts (including historical data) of the Vehicle to the investigative authorities. We also do this if the Vehicle is involved in another offense in which the route or whereabouts are important. Finally, we pass on your name and address details and/or other (contact) details when required by the police, for example when you may have witnessed a crime.

9. Termination of the Agreement

- 9.1. The agreement, namely the Terms of Use, is concluded for an indefinite period of time. That agreement ends if you or we terminate (*opzeggen*) it. This termination must then be communicated in writing or via the App. A notice period of thirty days applies.
- 9.2. We may, in certain cases, terminate or dissolve (*ontbinden*) the agreement with immediate effect. This is what we do if you:
 - a. have not fulfilled an essential (payment) obligation under the agreement;
 - b. you repeatedly have insufficient funds in your bank account, as a result of which direct debit is not possible;
 - c. are in a state of bankruptcy, have filed for bankruptcy (or bankruptcy has been filed for you) or are involved in a debt restructuring scheme (*schuldsaneringsregeling*) or suspension of payments (*surséance van betaling*);
 - d. have provided incorrect information or withheld facts when you registered or during the term of the agreement;
 - e. continue to violate any of the Terms of Use despite a written warning or if you do not immediately remedy the actual consequences of such violations.
- 9.3. We may also terminate or dissolve the agreement with immediate effect if we deem this necessary for compelling reasons (at our sole discretion), for example if you repeatedly violate the traffic rules.

10. Insurance

- 10.1. All Vehicles are liability insured (in Dutch: *WA-verzekerd*) (see the Website for policy conditions and coverage). This insurance covers damage caused by the Vehicle to third parties, with the exception of the deductible. You are liable for the aforementioned deductible, liability outside the insurance cover and damage to the Vehicle itself. You can only claim the insurance cover if you have rented the Vehicle through your own Account.
- 10.2. If the damage is caused by your intent or gross negligence (*opzet of grove schuld*), the aforementioned liability insurance will not provide coverage under any circumstances. In that case you are liable to us for all resulting damage.

11. Liability of the Customer

- 11.1. As a Customer, you are liable for everything that your passengers do or fail to do.
- 11.2. If damage occurs to the Vehicle during a rental period, that damage shall be attributed to you, even if you did not cause the damage yourself. If the damage is not covered by the insurance of another party, you as a Customer must compensate this damage up to the applicable deductible.

- 11.3. If damage to the Vehicle or costs arise during use that are not insured by us, and it concerns costs or damage to persons or to items other than the Vehicle itself (for example, the items you transport, such as your telephone or laptop), then you as a Customer are liable for this and you indemnify us against claims from others.
- 11.4. You are liable to us for all damage and costs that we suffer/incur when it comes to damage that has arisen (a) because you have not fulfilled the obligations in the Terms of Use; or (b) is the result of intent or gross negligence on the part of you or an occupant. This also concerns the costs that exceed the deductible.
- 11.5. Traffic violations and related measures, fines or parking tax assessments are at the risk and expense of you as a Customer. This also applies to fines or assessments that we receive because a Vehicle was parked in a different place at the end of the journey than permitted by us or by public or private law. It does not matter for what reason that happened.
- 11.6. You also fully indemnify us against any claims from other parties.
- 11.7. If we advance a fine or assessment, we will recover this amount from you. In addition, you owe us administration costs for the processing of any traffic violation (warnings, costs, fines, etc.). The amount of the administration costs is specified on our Website.

12. Liability of Check

General

- 12.1. If you incur damage when using our services, we are only liable if the damage is the result of something we ourselves, or a party we have engaged, have done or failed to do in the performance of those services.
- 12.2. We are not liable for the actions of other parties, such as municipalities, parking garages, damage repair and/or cleaning companies, other (previous) users of our cars or persons parking illegally.
- 12.3. Also, to the extent permitted by law, we are not liable for indirect, special or consequential damages; trading loss; loss of income; loss of reputation or goodwill; loss of or damage to information or data, for example as a result of viruses or malware on Check's systems; damage to goods or persons transported with our cars; and damages that you, a passenger, or a driver suffers through the use of our services.
- 12.4. Neither are we liable for loss of items by you or a passenger in one of our Vehicles.
- 12.5. If you hold a third party that we have engaged ourselves liable for any damage you may have suffered, that party can directly invoke these Terms of Use against you (or a passenger).

Further restrictions

- 12.6. Our liability is limited to the amount paid out by our liability insurer, plus the applicable deductible. Is our liability for the damage not insured? Then our total liability – as a result of one or more damage-causing events – is limited to the total direct damage up to a maximum of the amount of the invoices we have sent you over the six calendar months prior to the first damage-causing event.
- 12.7. The liability limitations do not apply if the damage is the result of our intent or willful recklessness.

13. Other

- 13.1. If we communicate with you (for example about an invoice or a reminder), we may do so by email. This means that if it is legally required that communication takes place in writing, this may also be done by email.
- 13.2. We may unilaterally change these General Terms of Use. Have we announced a change to these General Terms of Use and are you terminating the agreement within thirty days of that announcement? Then the old general terms and conditions will continue to apply until the end of the agreement.
- 13.3. You acknowledge that when entering into an individual rental agreement, the service, consisting of making the Vehicle available, has been fully fulfilled by Check after use by you. Insofar as necessary, you hereby waive your right to dissolve pursuant to art. 6:230p of the Dutch Civil Code (*Nederlands Burgerlijk Wetboek*) of each individual rental agreement.

- 13.4. We have the right to transfer our claims against you for any reason whatsoever (unless a legal provision opposes this). We will inform you when this happens. In that case, you can only meet your payment obligation under the transferred claim against full discharge from the acquirer of those claim(s). We remain available for general questions and complaints.
- 13.5. You hereby authorize us, or in the case of an assignment of one or more claims, the assignee, irrevocably to collect the fees (including damages) payable by you by debiting your credit card or other payment method specified in your Account. In that case, we will send the data necessary for the execution of the transfer of claims to the transferee, stipulating that the transferee may not process or use this data for any other purpose.
- 13.6. We may transfer our rights and obligations under the Terms of Use. By accepting the Terms of Use, you consent to this in advance.
- 13.7. In the event of a conflict between the terms of these General Terms of Use and any of the other agreements covered by the Terms of Use, the more specific agreement prevails.
- 13.8. These General Terms of Use are drawn up in Dutch and in English. In case of any discrepancies between the two versions, the Dutch language version shall prevail.

14. Applicable law and choice of forum

- 14.1. Dutch law applies to these General Terms of Use and each separate rental agreement.
- 14.2. We may have a conflict with you in connection with the use of our services. We will try to resolve this among ourselves first. If that does not work, we will submit the conflict to the competent court. Unless the law prescribes otherwise, this is always a court in Amsterdam, the Netherlands.

ANNEX I
Definitions

Account	the protected part of the App that is accessible by means of a username and password.
App	the Check application through which a Vehicle can be rented.
Check	has the definition ascribed to it in Article 1.1, also referred to as " we " or " us ".
Customer	has the meaning ascribed to it in Article 2.1.
Service Area	The area in which you may drive the Vehicle. The boundaries of the Service Area can be viewed on the Website or in the App.
Terms and Conditions of Use	has the meaning ascribed thereto in the recital.
Terms of Use	Has the meaning ascribed thereto in the recital, also referred to as the " agreement ".
Vehicle	a scooter, autoped e-scooter, car or any other vehicle offered for rental by Check.
Website	https://ridecheck.app