

GENERAL TERMS AND CONDITIONS FOR PREPAID PACKAGES

Effective date: 29/09/2021

§ 1 PURPOSE

1. TIER Mobility Netherlands BV, Hullenbergweg 278, 1101 BV Amsterdam (Netherlands) (hereinafter referred to as "**TIER**") rents out electric bikes (hereinafter referred to as "**TIER e-Bikes**") and electric mopeds (hereinafter referred to as "**TIER e-Mopeds**"), together collectively referred as "**TIER Vehicles**", via its application for Internet-enabled mobile phones (hereinafter referred to as the "**TIER App**"). TIER Vehicles can only be rented by customers duly registered in the TIER App (hereinafter referred to as "**Customer**"), only in the event of existing availability and only within a defined territory (hereinafter referred to as "**Business Zone**").
2. These general terms and conditions for prepaid packages (hereinafter referred to as "**Terms**") apply to the purchase of so-called prepaid packages for the use of TIER Vehicles in the TIER App. These Terms are attached to and form an integral part of the general terms and conditions applicable to the use of the respective TIER Vehicle. In the event of any conflict between these Terms and the general terms and conditions applicable to the respective TIER Vehicle, in respect to prepaid packages, these Terms prevail.
3. The Customer is able purchase various prepaid packages in the TIER App. These prepaid packages function like vouchers and result in the Customer receiving a selected package at a discounted price (in relation to a regular ride in a TIER Vehicle) at the time of purchase and being able to use the purchased services of the selected package from the time of purchase (activation immediately after purchase) when using a TIER Vehicle in the TIER App.
4. Prepaid packages may be available in the form of passes allowing a Customer to profit for a fixed period of time, from a fixed number of rides and/or unlimited rides and/or fixed discounts and other advantages in rides ("**Passes**"), and in the form of subscriptions subject to an automated renewal ("**Subscriptions**").
5. The price as well as important details and restrictions relating to the prepaid packages, including, but not limited to (i) which TIER Vehicles the selected prepaid package can be used, (ii) the duration of the prepaid package (the "**Contractual Period**"), (iii) limitations on the maximum number of rides and/or maximum duration of rides and, (iv) limitations on the times and/or days in which the prepaid package can be used, will be communicated to the Customer prior to the purchase of the prepaid package. If the Customer exceeds the limitations on the maximum number of trips and/or maximum duration of trips applicable to the

prepaid package, the Customer will be charged at the standard rate specified in the TIER App.

6. For some prepaid packages, further payments are due in addition to the purchase price. The Customer will be expressly informed of any payments and prices in addition to the purchase price for the prepaid package before the prepaid package is purchased.
7. The use of a prepaid package may be limited to the Business Zone and/or country in which it was bought (the “**Perimeter**”).
8. Further details regarding the subject matter of the contract can be found in the individual description of the prepaid package in the TIER App.
9. TIER reserves the right to discontinue offering and/or terminate and/or to modify these Terms applicable to a prepaid package. If the Customer has purchased a Pass, the Pass will remain valid under the then current conditions until the end of the Contractual Period. Customers having purchased a Subscription, will be provided fourteen (14) days prior written notice by email or via the App before such changes take effect. These changes will take effect in the Customer’s next billing period. The Customer will be entitled to cancel the Subscription, should the Customer not wish to continue with the modified Terms. In any event, if the Customer has purchased a Pass, this Pass will remain valid according to the conditions in force at the time of purchase until the end of the Contractual Period.

§ 2 CONCLUSION OF A PURCHASE CONTRACT FOR PREPAID PACKAGES

1. The conclusion of a purchase contract for a prepaid package takes place directly in the TIER App. Registration in the TIER App is mandatory for such purchase. The TIER App runs on iOS 13 or later and Android 7 or later. Downloading the TIER App entails the verification of the internet-enabled mobile phone to confirm that it meets the above requirements.
2. The sale of prepaid packages may be limited to certain Business Zones, as shown on the TIER App.
3. By purchasing a prepaid package, the Customer accepts these Terms, as well as any other specific terms informed while concluding the purchase contract for a prepaid package.
4. In case of purchase of a Subscription, the Customer will be informed of the automated renewal of the Subscription prior to the purchase. These Subscriptions will be automatically renewed for the same length of time and will remain valid, unless terminated in accordance with Section 8 thereof.
5. Before submitting an offer for a prepaid package, the Customer will be shown all information entered in an overview for control purposes. In order to correct any

errors, the Customer can return to the input mask and make changes using the symbolic button.

6. The range of prepaid packages presented in the TIER App does not represent a binding offer from TIER to the Customer. By clicking on the button "Confirm payment", the Customer submits a binding offer to purchase the services in the shopping cart. During the ordering process, the Customer also agrees to the validity of these Terms.
7. A binding contract for the purchase of the prepaid package included in the Customer's order is concluded when the order is accepted. The purchase contract for prepaid packages is concluded when the respective prepaid package is made available for viewing within the TIER App by the message "Confirmed".
8. The purchase price is due immediately.
9. These Terms and any further applicable terms and conditions for the usage of the TIER vehicles are available for viewing and downloading in their current version on the website www.tier.app. TIER will also send these to the Customer in text form upon request.

§ 3 PAYMENT

1. All prices are in Euro or in the local currency and include the statutory value added tax at the current rate. The prices published in the TIER App at the time of the order shall apply.
2. The Customer can choose from the payment methods displayed upon completion of the order process. For any refunds, TIER always uses the same means of payment that the Customer used for the initial transaction.
3. TIER works together with various payment service providers. Payments are made according to the payment method selected. Upon conclusion of the contract, the Customer confirms that it is entitled to dispose of the specified account by direct debit. The Customer must ensure that its means of payment are sufficiently covered. If a payment cannot be cashed due to lack of funds or for other reasons for which the Customer is responsible, TIER may invoice the Customer for such payment in the amount of the expenses incurred.
4. Additional fees may be incurred depending on the type of package selected by the Customer. The Customer will be informed before the purchase of the prepaid package.
5. If the Customer purchases a Subscription, the Subscription will automatically renew at the beginning of each billing period applicable to the Subscription. By purchasing a Subscription, the Customer authorizes TIER to automatically charge the recurrent fee of the Subscription on the payment method used for the

purchase of the Subscription or another payment method available in the TIER App selected by the Customer.

6. If the Customer does not wish to renew the Subscription, it may cancel it at any time in accordance with Section 8 hereof. Fees charged under this clause are non-refundable.
7. The Customer shall have the legal right to use the payment method provided and to authorize transactions. If TIER suspects that the information provided by the Customer regarding the payment method is inaccurate or fraudulent, TIER may block the Customer's account upon notice, being the Customer unable to use all or part of TIER's services until this issue is clarified at the satisfaction of TIER.

§ 4 SET-OFF, RIGHT OF RETENTION, ASSIGNMENT

1. The Customer may only assert a right of retention if the Customer's counterclaim is undisputed or has been legally established.
2. TIER reserves the right to assign its claims from this contractual relationship to a third party, in particular for the purpose of collection. The Customer will be informed in due time about such assignment. In this case, the Customer may only make payments to the assignee with debt-discharging effect, whereby TIER remains responsible for general customer inquiries, complaints, etc. Any assignment by TIER of its claims will not result in any reduction of the Customer's rights.

§ 5 NO TRANSFER TO OTHER USER ACCOUNTS AND MISUSE

1. The prepaid packages cannot be passed on to other user accounts, as the prepaid packages are directly linked to the customer's user account. Customers are prohibited from providing third parties with the login details of their user account (user name, password, PIN code), even if such third parties are Customers themselves.
2. The Customer shall not misuse and/or make an abusive use of the prepaid packages, or commit fraud against TIER.
3. The Customer shall use the prepaid packages within the limits of the Perimeter, if applicable.

§ 6 LIABILITY

1. The parties shall be liable to each other in accordance with the general statutory provisions if the respective other party asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of representatives or vicarious agents.

2. Insofar as TIER is charged with the negligent violation of a primary contractual obligation, the fulfilment of which is essential for the proper execution of the contract, the violation of which endangers the achievement of the purpose of the contract and on the fulfilment of which the Customer can regularly rely, the liability for damages of TIER is limited to the foreseeable, typically occurring damage.
3. Liability for culpable injury to life, body or health remains unaffected.
4. Liability under the product liability laws remains unaffected.
5. The liability of TIER for violations of the basic data protection regulation (Art. 82) also remains unaffected.
6. Otherwise, TIER's liability towards the Customer is excluded.

§ 7 EXCLUSION OF USE

1. TIER may temporarily block the user account in the following cases, which constitute compelling causes preventing the continuity of the service:
 - a) if data essential to the performance of the contract have been incorrectly provided in the user account, in particular if TIER suspects that information transmitted by the Customer is inaccurate or fraudulent;
 - b) if the Customer is in default of payment despite having received notice of such default and remaining in default after the period set therein; and,
 - c) in the event of significant contractual breaches for which the Customer is responsible and which are likely to cause damage to TIER or any other third party.
2. TIER will lift the blockage of the Customer's account without undue delay once the Customer's non-conforming behaviour has ended or the reason for the temporary blocking has been resolved.
3. In times of temporary or permanent blocking of the Customer's account, use of the prepaid packages is excluded. If the TIER App User Agreement is terminated by TIER, the use of the prepaid packages is excluded. The Customer may not derive any rights against TIER from this - due to its previous breach of contract.

§ 8 TERMINATION

1. Passes will be terminated either on (i) the use of the maximum rides allowed, or (ii) at the end of its Contractual Term, whichever occurs first.
2. If the Customer has purchased a Subscription, the Customer can cancel its renewal up to twenty-four (24) hours before the next scheduled payment. The Customer will be able to continue using the prepaid packages services until the end of the then current billing period. The Customer may continue to use the

services of the Subscription until the termination takes effect (within the limit of the maximum number of rides authorised, if any).

3. If the Customer has purchased a Subscription, TIER is entitled to terminate the Subscription by providing the Customer fourteen (14) days prior written notice, preceding the next scheduled payment, via email and/or the TIER App. The termination will take effect at the end of the billing period then in progress.
4. TIER may terminate the prepaid package upon reasonable notice, in case of material breach of these Terms, in particular of Section 3 paragraph 7 and Section 5 thereof, unless the Customer is able to refute the termination's statement of grounds.
5. TIER may exclude the Customer from use, if the Customer has acted in a manner contrary to these Terms and has failed to react to the notification sent by TIER to remedy, or to not repeat, the breach of these Terms. The Customer may also terminate the Prepaid Offer with immediate effect in the event of a material breach of these Terms.

§ 9 RIGHT OF WITHDRAWAL

As a consumer, the Customer has a right of withdrawal within fourteen (14) days of purchasing the prepaid package, according to the following instructions.

INSTRUCTIONS FOR WITHDRAWAL

RIGHT OF WITHDRAWAL

The Customer has the right to withdraw from this contract within fourteen (14) days after purchasing the prepaid package. The withdrawal period is fourteen (14) days from the date of conclusion of the contract.

To exercise the right of withdrawal, the Customer must notify TIER (TIER Mobility Netherlands BV, Hullenbergweg 278, Amsterdam, 1101BV, Tel: + 31208998951, e-mail: support@tier.app) by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of the Customer's decision to revoke this contract. The Customer may use the attached model withdrawal form, which is not mandatory.

In order to comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the end of the withdrawal period,

EFFECTS OF WITHDRAWAL

As the prepaid package services starts immediately after its purchase is confirmed, the Customer accepts that, in case of exercising this withdrawal right, the Customer will be entitled to a refund proportionate to the services already provided by the time the Customer notifies TIER of the exercise of the right of withdrawal, compared to the total amount of services provided under the prepaid package. If the Customer exercises this withdrawal right, TIER will refund the Customer immediately and no later than fourteen (14) days from the date on which TIER receives notice of

the Customer's revocation. For this refund, TIER will use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer; in no event will the Customer be charged for this refund.

END OF THE RIGHT OF WITHDRAWAL

(If the Customer wishes to cancel the contract, please complete and return this form).

SAMPLE WITHDRAWAL FORM

To the attention of :

TIER Mobility Netherlands BV
Hullenbergweg 278, Amsterdam, 1101 BV
Tel: + 31208998951
Email: support(at)tier.app

Withdrawal

I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the goods (*) / provision of the services (*) below:

Order number :

Ordered on (*)/received on (*) :

Consumer's name :

Consumer's address :

Consumer's signature
(only in case of paper notification)

Date:

(*) Delete as appropriate.

§ 10 DATA PROTECTION

1. TIER collects and processes the personal data of the customer necessary for the business transaction. When processing personal data of the Customer, TIER observes the applicable legal provisions, in particular the provisions of the basic data protection regulation.
2. For further information and the scope of the collection, storage and processing of the Customer's personal data, please refer to the [TIER privacy notice](#).

§ 11 FINAL PROVISIONS

1. The Customer may not transfer claims or other rights arising from the above contracts to third parties without the prior written consent of TIER.
2. If any provision of these Terms is found by a court to be invalid or unenforceable, that provision of these Terms shall not apply and the remaining Terms shall remain in effect and enforceable to the fullest extent permitted by law.

§ 12 CUSTOMER SERVICE / COMPLAINTS

The Customer may contact TIER by mail, telephone or e-mail with any questions, comments, claims or other statements at the following address: TIER Mobility Netherlands BV, Hullenbergweg 278, Amsterdam, 1101 BV, Tel: + 31208998951, e-mail: support@tier.app)