

GENERAL TERMS OF USE FOR TIER E-MOPED CUSTOMERS

Effective date: 29/09/2021

§ 1 SUBJECT MATTER OF AGREEMENT

(1) **TIER Mobility Netherlands BV**, Hullenbergweg 278, Amsterdam, 1101 BV (hereinafter referred to as "**TIER**"), renders mobility services (hereinafter referred to as "**TIER Services**", in particular, using a free-floating concept, TIER leases electric Mopeds – hereinafter referred to as "**TIER e-Mopeds**" or "**TIER Vehicle**") for its customers by means of an application for internet-capable mobile devices (hereinafter referred to as the "**TIER App**"). TIER Services shall be rendered only to Customers duly registered with TIER via the TIER App ("**Customer**"), only subject to availability, and only within a defined area (hereinafter referred to as "**Business Territory**"). Free-floating means that the TIER e-Mopeds can be rented and parked within the Business Territory, and that they are not bound to fixed locations.

(2) These General Terms of Use for TIER e-Moped Customers (hereinafter referred to as "**GTU**") shall apply to the use of the TIER Services and TIER App by Customers.

(3) The contractual counterparty of the Customer is:

TIER Mobility Netherlands BV (KvK: 81772742)

Hullenbergweg 278, Amsterdam, 1101 BV

Email: support@tier.app

Telephone: + 31 (0) 208090040

Website: <https://www.tier.app>

(4) TIER reserves the right to amend these GTU to the extent necessary to (i) adapt them to changes in the law or in accordance with technical requirements, or (ii) to reflect changes in our services or business practices, or (iii) to prevent abuse or damage. TIER will notify the Customer thirty (30) days in advance by email or via the TIER App of such changes using typographical means to highlight them, the Customer will be able to access the new version on the TIER website. Any changes will be considered approved unless the Customer has objected in writing within thirty (30) days of being notified of the changes by TIER. If the Customer does not accept the changes, the Customer is able to stop using the TIER Services and terminate the relationship with TIER at any time, by closing the TIER account. By using the TIER e-Mopeds or by entering into a rental agreement following the entry into force of the new GTU after this thirty (30) days period, the Customer agrees to be bound by the GTU, as amended.

§ 2 USE OF THE TIER APP

(1) In order to make use of the TIER Services, the Customer must register via the TIER App and create a user account (hereinafter referred to as “**Customer User Account**”). Each Customer can register only once. Only a properly registered Customer can conclude an agreement on the use of the TIER App (hereinafter referred to as “**User Agreement**”). There is no entitlement to register, and TIER may reject registration in its sole discretion.

(2) Through the successful conclusion of the registration process, which inter alia requires the entry or confirmation of the Customer’s personal data (first and last name, email address, personal mobile number, valid payment details) and the acceptance of these GTU within the framework of the registration process, the User Agreement for the TIER App comes into effect between the Customer and TIER.

(3) The specific use of TIER Services, especially the renting of a TIER e-Moped, then takes place through the conclusion of a rental agreement pursuant to the provisions of these GTU, Section 4. For the sake of clarity, the conclusion of the User Agreement does not create an obligation for either TIER or the Customer to conclude rental agreements.

(4) TIER reserves the right to refuse the registration of a Customer or the conclusion of a rental contract if there are reasonable doubts based on objective elements as to the compliance of the Customer with the contract in question, including but not limited to reasonable doubts as to the legal right of the Customer to use the payment method provided, the identity of the Customer, among others.

§ 3 CUSTOMER USER ACCOUNT

(1) In the Customer User Account, the Customer is required to furnish a personal method of payment through which costs for the use of TIER Services are paid. The specified name of the bank account holder or, respectively, credit card holder must correspond to the person of the Customer in the Customer User Account. The Customer shall keep the personal data it has provided in the Customer User Account up-to-date. This applies in particular to the Customer’s address, email address, personal mobile phone number, and payment data.

(2) The Customer is prohibited from permitting third parties to use one of the TIER Services booked via the Customer’s User Account. In particular, the sharing of Customer-specific registration data or login data for the Customer’s User Account (e.g., user name, password, PIN) to other persons is prohibited. This also applies in the event that the third party is itself a Customer of TIER. The Customer is obligated to immediately change the password (to the extent one is required) should there be reason to assume that a third party may have gained knowledge thereof, and to inform TIER of this without undue delay.

(3) For the use of the TIER App, the Customer must have a web-enabled mobile telephone that satisfies the technical requirements of the TIER App. The TIER App runs on iOS 13 or later and Android 7 or later. Every time the TIER App is downloaded, there is an automatic check of whether the respective web-enabled mobile telephone fulfills these requirements. The Customer is responsible for ensuring that mobile data communication is possible, and bears any costs of data transfer that arise vis-à-vis its mobile service provider.

(4) The Customer is prohibited from analyzing, copying, or manipulating the TIER App using information technology methods. Culpable violation, or the justified suspicion of a corresponding attempt at violation, will lead directly to exclusion from the use of the TIER App with immediate effect. TIER reserves the right to assert any further claims in such case.

(5) The Customer must immediately notify TIER of the loss or theft of the Customer's mobile device that is linked to the Customer's User Account, or of any other possibility of unauthorized use of the Customer User Account by third parties, as this poses the risk of misuse of the TIER App and the TIER Services by unknown third parties. TIER will then, in order to prevent misuse, block the Customer's access until the matter is resolved, and inform the Customer by email.

§ 4 RESERVATION AND CONCLUSION OF RENTAL CONTRACTS

(1) Use is only possible for such TIER Services, in particular, for the rental of such TIER e-Mopeds, which are displayed in the TIER App and marked as being available. It cannot be excluded that, due to inaccuracies of the GPS signal, there may be deviations between the actual location and the displayed location of a TIER e-Moped in individual cases.

(2) By clicking on the button "Start Ride" in the TIER App, the Customer makes a binding offer to conclude the respective rental agreement. By activating the respective TIER e-Moped for use, TIER accepts this offer.

(3) The rental period begins with the conclusion of the rental contract and ends when the Customer has properly returned the TIER e-Moped pursuant to Section 5, or when the maximum rental period pursuant to Section 4 (4) has expired.

(4) The maximum rental period is shown in the performance description of the respective TIER Service.

(5) Customers are required to notify to TIER's customer service, as soon as they become aware of, and at the latest before they start using the TIER e-Mopeds, any case of defect, damage or excessive soiling of which they are aware concerning the wear of the tires, the absence of the license plate, or any other visible component of the TIER e-Mopeds. Customers are required to provide complete and truthful information in this regard.

(6) In the case of substantial disruptions of the usage process, TIER is entitled to contact the Customer via the contact information provided in the personal data (including mobile phone number).

§ 5 END OF RENTAL PERIOD

(1) Should the Customer wish to end a ride the Customer must park the TIER e-Moped properly in accordance with Section 6 thereof and then carry out the procedure for completing the rental process in the TIER App.

(2) The Customer must inform themselves in advance through the TIER App about the boundaries of the Business Territory and the zones in which parking is forbidden.

(3) It is only possible to terminate the rental via the TIER App only if the TIER e-Moped is located within the Business Territory and in the parking zones specified in the TIER App, if applicable. In addition, it must be possible to establish an Internet connection. In case that TIER enables a return outside of the Business Territory, TIER will charge the Customer an additional fee. A list of fees and penalties can be found at: <https://www.tier.app/fees/>

(4) Should these conditions for ending the rental period not be given at the selected parking location, then a termination of the rental will not be possible, and the Customer will have to move the TIER e-Moped to a location at which the preconditions are given while the rental period will continue to run.

(5) If, after parking the TIER e-Moped, the Customer does not complete the rental process via the TIER App, the completion of the rental process will be initiated automatically, as long as the TIER e-Moped is not moved or otherwise used for the duration of the respective maximum rental period. We recommend that the Customer waits to receive confirmation that the rental has ended in the TIER App.

(6) If, for technical reasons, the rental process cannot be terminated by means of the TIER App, the Customer must report this to TIER without undue delay (by phone or via another contact option provided in the TIER App) and coordinate the subsequent course of action with TIER, which must be followed by the Customer.

(7) The obligation to continue to pay the user fees does not end until the completion of the rental process, unless the rental process could not be completed due to reasons for which TIER is responsible (especially technical problems of the TIER App or the TIER e-Mopeds).

(8) Upon conclusion of the rental process, the Customer is shown the total rental time and the respective total fees incurred. In addition, the Customer will be provided with a receipt and, as the case may be, an invoice in due form, which will remain available in the TIER App.

§ 6 PROPER RETURN AND PARKING OF THE TIER e-MOPEDS

(1) The Customer must return the TIER e-Moped in the same condition, in terms of its visual and technical characteristics, as it was when it was originally provided. In cities where a local authority has designated dedicated parking zones for TIER e-Mopeds or similar, the Customer may park the TIER e-Moped only in such designated parking zones. The designated parking zones will be indicated in the TIER App. If the TIER App indicates that the TIER e-Moped may only be parked in a dedicated parking zone, the Customer may only park the TIER e-Moped in those areas, as displayed.

(2) The TIER e-Moped must be properly parked in public space. The Customer must at all times respect the traffic rules in force in the Netherlands.

(3) The TIER e-Moped may not be parked at any location where parking is forbidden by the respective local regulations.

(4) The manner in which the TIER e-Moped is parked may not create any danger or impairment for traffic safety or for the rights or legally protected interests of third parties.

(5) The kickstand located on the TIER e-Moped must be used.

(6) In particular, the TIER e-Moped may not be parked as follows: perpendicular to the road, perpendicular to the sidewalk, in crossing areas or otherwise obstructing street traffic, at trees, traffic signs, streetlights, parking meters, vending machines, third party fences, park banks, containers, dumpsters, in front of or near emergency exits and fire departments, in front of entrances and exits, in no-stopping zones, on access roads to public transport, on bike paths, at tactile elements which aid in the orientation of the blind, at pedestrian crossings, in buildings, in inner courtyards, at other vehicles, in parks and green spaces, at places where the TIER e-Mopeds hides advertising or urban furniture, where the functionality of a facility is impaired, in areas reserved for loading and unloading, at places that are reserved for other users or services, or at places where parking would restrict the range of movement for wheelchair users and people with disabilities. This list is not exhaustive.

(7) To ensure the proper functioning of TIER Services t, it is necessary for the TIER e-Mopeds to be parked at publicly accessible locations. For this reason, the TIER e-Mopeds may not be parked at locations that are difficult to access, especially not at the following places, insofar as they are not expressly designated as parking spaces of TIER:

- a) Private or company premises;
- b) Inner courtyards;
- c) Parking garages;
- d) Customer parking lots, especially of shopping malls, supermarkets, restaurants, bars;
- e) Parking lots of universities and other public facilities;

f) Interior spaces.

(8) Furthermore, TIER e-Moped may not be parked in areas which are subject to parking restrictions for certain days or times of day or for specific vehicles. This also applies to parking prohibitions that have already been notified by the local authorities but have not yet come into force (for example, temporary parking prohibitions applying at a future point in time due to events or house movers affecting the site in question).

9) In the case of a justified request from TIER, the Customer is obligated, according to the requirements of good faith, to provide information on the precise return location of a TIER e-Moped.

§ 7 PAYMENT OF THE RENTAL FEES

(1) The Customer is obligated, within the scope of the rental contract, to pay the respective rental fees. Before the conclusion of the rental contract, in the TIER App, the Customer is shown the fee for activation of the TIER e-Moped as well as the rental price per minute. This is the total price, which includes the applicable statutory VAT. The rental fees are payable at the completion of the respective rental. The correct selection and adjustment of the method of payment in the TIER App must be made by the Customer.

(2) Should the TIER e-Moped not be usable according to the agreement, even though it was shown correspondingly in the TIER App as being “free/available”, the Customer will not be charged for the rental fee.

(3) The Customer can choose among the payment methods displayed at the end of the order process. For any refund, TIER always uses the same payment method provided by the Customer for the initial transaction.

(4) The Customer declares having the legal right to use the intended payment method and to authorize the transactions. If TIER suspects that the information transmitted by the Customer concerning the payment method is inaccurate or fraudulent, TIER may deactivate or block access to the Customer’s User Account, and the Customer may no longer use TIER’s Services, in whole or in part, until this situation is clarified to TIER’s satisfaction. The Customer shall ensure that the funds, depending on the method chosen, are sufficient. If a payment cannot be made due to lack of funds or for other reasons for which the Customer is not responsible, TIER may charge the Customer a fee for the actual expenses incurred unless the Customer can show that TIER did not incur any expenses or incurred in less expenses than claimed.

(5) Customers may only offset their own claims against TIER’s claims if their own claims are certain, liquid and due.

§ 8 ASSIGNMENT

TIER reserves the right to assign to a third party any claims against the Customer arising from this contractual relationship and the rental agreements, especially for the purpose of collection. The Customer will be informed of any such assignment in a timely manner. In this case, the Customer can make payments only to the assignee with discharging effect, whereby TIER continues to be responsible for general Customer requests, complaints, etc. Any assignment by TIER of its claims will not result in any reduction of the Customers' rights.

§ 9 DRIVING AUTHORIZATION FOR E-MOPEDS

- (1) The only persons authorized to drive TIER e-Mopeds are natural persons who
 - are at least 18 years of age,
 - have an active Customer User Account,
 - hold a valid driver's license to drive mopeds, and/or any other document that may be required by TIER to access TIER Services,
 - have successfully completed the validation process in accordance with paragraph (3), and
 - carry the relevant driving license document with them during the rental period and comply with any conditions and requirements it may contain.
- (2) The Customer must be in a position to drive a TIER e-Moped safely in traffic according to the respective applicable traffic and administrative regulations. The Customer must have experience or minimum knowledge of driving mopeds as well as be familiar with the operation and safe use of mopeds.
- (3) Customers must have appropriate documents validating their identity and authorization to drive verified in the TIER App before entering into any rental agreement for a TIER e-Moped. European driver's licenses issued by countries in the EU/EEA and the United Kingdom (UK) are accepted as valid authorization to drive.
- (4) Upon successful validation of the driver's license, TIER shall automatically activate access to the use of TIER e-Mopeds for the Customer. From time to time, usually after the expiration of 36 months from registration (driver's licenses from the EU/EEA), TIER will deactivate the Customer's access to TIER e-Mopeds until the Customer has undergone a revalidation process to prove the continued validity of the driver's license. Notwithstanding the foregoing and for the purpose of verifying the driver's license, TIER reserves the right to request the Customer at any time to undergo a revalidation process in the TIER App. If the Customer does not comply with this request, TIER may block the customer's access to TIER e-Mopeds and/or the Customer User Account.
- (5) In the event of revocation or loss of the Customer's driver's license, the Customer's permission to drive TIER e-Mopeds shall immediately expire for the total

duration of the loss or revocation. The same applies to the total duration of a driving ban. Customers must immediately notify TIER of the revocation or restriction of their right to drive, of any driving bans becoming effective, or of any temporary seizure or confiscation of their driver's license.

§ 10 GENERAL OBLIGATIONS OF THE CUSTOMER; PROHIBITIONS FOR E-MOPEDS

(1) The Customer is obligated to handle the TIER e-Moped gently and with care, to abide by the applicable traffic regulations, and not to place the rights and legally protected interests of third parties at risk by using the TIER e-Moped.

(2) The Customer is, obligated in particular,

- a) to use the TIER e-Moped only in accordance with the following documents:
 - Use of TIER e-Mopeds according to the information available in the FAQ "e-Moped" www.tier.app/help
 - Operation of TIER e-Mopeds according to the [e-Moped user manual](#)
- b) to comply with road traffic regulations when driving the TIER e-Moped in street traffic,
- c) to report any vandalism and accident damage or excessive dirt to TIER immediately,
- d) to cease using the TIER e-Moped immediately if the TIER e-Moped is not in a roadworthy and operationally reliable condition,
- e) to comply with all legal obligations in connection with the operation of the TIER e-Moped and road traffic regulations, to the extent that such obligations are not contractually assumed by TIER,
- f) if a warning light in the handlebar or cockpit display comes on, to stop the ride immediately and contact TIER in order to ascertain whether the journey may be continued; as well as
- g) prior to the start of the rental, to ensure that the Customer's smartphone has sufficient battery capacity to be able to complete the rental at the end of the rental period,
- h) to note that because it does not emit any driving and operating noise due to its electric motor, the TIER e-Moped is more difficult for pedestrians and cyclists to perceive, meaning that increased attention is required from the driver,
- i) to use the TIER e-Moped only when wearing a suitable helmet; not to leave the TIER e-Moped unattended during the rental period,
- j) to park the TIER e-Moped properly according to Section 6.

(3) The Customer is, in particular, prohibited from

- a) driving the TIER e-Moped while under the influence of alcohol, drugs, or medicines that could affect driving ability. A strict prohibition of alcohol above the limits set out in the traffic laws applies.,

- b) using the TIER e-Moped for off-road driving, motorsport events, or racing of any kind,
- c) using the TIER e-Moped for vehicle tests, driving lessons, or for the commercial transport of persons, or for commercial transport (e.g., courier trips, pizza delivery),
- d) using the TIER e-Moped in weather conditions for which the TIER e-Moped is not suitable due to its characteristics (e.g., snow and ice),
- e) using the TIER e-Moped for the transport of highly flammable, poisonous, or otherwise hazardous substances to the extent they exceed normal household quantities,
- f) transporting objects or substances with the TIER e-Moped which, due to their nature, size, shape, or weight, could impair driving safety or damage the TIER e-Moped or other items, or injure its driver or third parties,
- g) carrying a passenger with the TIER e-Moped if that passenger does not wear a suitable helmet,
- h) carrying more than (1) one passenger as permitted by the vehicle registration,
- i) permitting the TIER e-Moped to be used by any person who is not authorized to drive it as specified in Section 9 (1),
- j) transporting children or small children under 13 years of age, or infants,
- k) using the TIER e-Moped to commit crimes,
- l) undertaking trips abroad with the TIER e-Moped,
- m) transporting the TIER e-Moped by means of a transporter/trailer; as well as
- n) carrying out repairs or modifications of any kind on the TIER e-Moped, or having them carried out by a third party, without permission,
- o) dirtying the TIER e-Moped excessively, painting it, or applying or removing stickers or decals, or
- p) moving, changing, or removing objects forming part of the vehicle's equipment, including, in particular, batteries.

(4) The Customer is responsible for ensuring that the total weight to be transported with the TIER e-Moped, including the driver and passenger, and any items carried (e.g., rucksack, bags, helmet), is suitable for the local road conditions and the TIER e-Moped used. Under no circumstances may the total weight to be transported exceed 150 kg.

(5) In the interest of the environment, the general public, and other customers, the Customer must ensure that the TIER e-Moped is driven in an environmentally friendly, energy-saving, and proper manner.

§ 11 WHAT TO DO IN THE EVENT OF AN ACCIDENT

(1) The Customer shall promptly report any accidents with a TIER e-Moped to TIER.

(2) After an accident, and as far as practicable and reasonable under the given circumstances, the Customer must immediately inform the police and endeavor that the accident is recorded in a report by the police. If the police refuses to record the accident, or if the recording is not possible for other reasons, the Customer must inform TIER immediately and coordinate the next steps with TIER. This applies regardless of whether the accident was caused by the Customer or by third parties. The Customer may only leave the scene of the accident after

- a) the police report is completed (or, should a police report not be possible, after TIER has been notified thereof in accordance with the agreement), and
- b) after consultation with TIER, measures have been taken, where appropriate, to preserve evidence and to mitigate damage.

(3) In the event of accidents involving a TIER e-Moped driven by the Customer, the Customer must not make any admission of liability or similar statement. If, despite this prohibition, an admission of liability is made, it shall only directly apply to the Customer himself/herself. Neither the vehicle owner nor the insurer shall be bound by this admission.

(4) Irrespective of whether an accident was caused by the Customer or by third parties, TIER will provide the Customer with a damage report form following the notification of the accident. This form must be fully completed and returned to TIER within 7 days of receipt of the form by the Customer. The time of dispatch of the notification to TIER shall be decisive for compliance with the deadline. If the damage report form is not returned within the deadline, the accident cannot be processed and, if applicable, settled by the insurance company. If the insurance company refuses to settle solely due to the late return of the form by the Customer, TIER will assert its resulting claims against the Customer unless the late return is not due to the fault of the Customer (e.g., because a return was not possible for him/her within the deadline due to consequences suffered as a result of the accident).

(5) The Customer is obligated to provide truthful information about the course of the accident/damage, especially about the place where the accident happened.

§ 12 LIABILITY INSURANCE

(1) The contractual use of TIER e-Mopeds is insured against liability vis-a-vis third-parties in the Netherlands.

(2) The Customer is prohibited from acknowledging or satisfying liability claims without TIER's prior consent.

(3) If the Customer is in culpable breach of any of the obligations and this results in the insurer's release from its payment obligation, any insurance coverage shall cease. In the case of a partial release, the above insurance coverage shall only apply to the reduced amount. In any such case, any limitation of the Customer's liability to

a copay/excess amount shall not apply. Instead, no limitation of the Customer's liability applies if the damage was caused intentionally or through gross negligence.

(4) If, as a result of any culpable breach by the Customer of the obligations under this agreement, the insurer becomes entitled to take recourse against TIER, TIER shall be entitled to take recourse against the Customer to the same extent.

§ 13 TIER'S LIABILITY

(1) TIER shall bear statutory liability for damages and futile expenditures (hereinafter jointly referred to as "Damage") in case of intent and gross negligence.

(2) In other cases, TIER's liability for damages resulting from a breach of a material contractual obligation is limited to the damages foreseeable for the contracting parties at the time of the conclusion of the contract that are characteristic of the contract. Material contractual obligations are those which primarily enable the proper execution of the contract and on whose fulfillment the customer may generally rely. Liability for damages arising from non-material obligations shall be excluded in this regard.

(3) The limitations of liability resulting from paragraph (2) also apply in favor of persons for whose fault TIER is responsible under statutory regulations. They shall not apply to the extent TIER has fraudulently concealed a defect or has expressly assumed a guarantee or procurement risk, or for claims arising from product liability.

§ 14 CUSTOMER'S LIABILITY

(1) The Customer is liable to TIER in accordance with applicable law. This includes, in particular, liability for culpable breaches of Sections 9 to 13, or the theft, damage, or loss of a TIER e-Moped for which the Customer is responsible. In the context of such damage claims against the Customer, TIER will also have a claim against the Customer for indemnification against justified third-party claims. This shall include the costs of any legal defense that may be necessary against such third-party claims.

(2) The Customer shall be liable for all culpable violations of traffic and administrative regulations and other statutory provisions, for which the Consumer is responsible in accordance with statutory law in connection with the use of TIER Services. The Customer shall be responsible for all costs arising for TIER from such violations and shall fully indemnify TIER from any third-party claims arising therefrom. It is hereby stated that the customer is not liable if and insofar as the damage is the result of the proper and contractual use of a defective TIER e-Moped.

(3) The Customer shall not be liable to the extent the damage is covered by an insurance company and no recourse is taken against TIER.

(4) Any limitation of liability agreed between TIER and the Customer in favor of the Customer for damage to TIER e-Mopeds shall not apply if the customer intentionally causes damage or due to gross negligence of the Customer.

(5) As compensation for any administrative expenses incurred by TIER in processing requests from prosecuting authorities or other third parties to investigate administrative offences, criminal offences, or other disturbances committed during the Customer's respective rental period, TIER shall be entitled to recover from the Customer for each such request a fixed expense reimbursement in accordance with the expenses incurred by TIER or the respective applicable list of fees, unless the Customer is able to prove that TIER has incurred significantly lower expenses or no expenses at all. TIER, for its part, reserves the right to claim further damage.

§ 15 SUSPENSION OF THE CUSTOMER USER ACCOUNT AND EXCLUSION FROM USE

(1) TIER reserves the right to temporarily disable access to the Customer User Account in the following cases, which constitute compelling causes preventing the proper continuity of service if:

- a) if data essential for the performance of the contract has not, or not correctly, been provided and the Customer, in particular if TIER suspects that information provided 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;
- c) other significant contractual breaches for which the Customer is responsible and which are likely to cause damage to TIER or any other third party; or,
- d) Customer loses the personal mobile phone associated with the Customer User Account, or if it is stolen from the Customer or it otherwise becomes possible for third parties to make unauthorized use of the Customer's User Account.

(2) TIER will unblock the Customer User Account without undue delay once the Customer's non-conforming behavior has ended or the reason for the temporary disabling has been resolved.

(3) TIER may prohibit the further use of TIER e-Mopeds with immediate effect if the Customer has repeatedly committed significant contractual breaches and/or has failed to act following notification on the TIER App or by warning letter.

§ 16 TERM AND TERMINATION OF THE USER AGREEMENT

(1) The User Agreement is concluded for an indefinite period of time and can be terminated by either of the parties to the agreement in writing by giving two weeks' notice before the end of a month.

(2) The right of the contracting parties to extraordinary termination for good cause remains unaffected. A good cause for a termination by TIER is, in particular, if the Customer:

- a) The Customer repeatedly default in making payments owed to TIER, despite having been notified by TIER of such defaults;
- b) The Customer provides incorrect information or conceal factual circumstances during the registration process or in the course of the contractual relationship with TIER such that it would be unreasonable to expect TIER to continue the contractual relationship;
- c) Despite having been sent a warning (either by email or via the TIER APP), the Customer fail to desist from serious breaches of these Terms, or fail within a reasonable time to correct any existing consequences of such breaches;
- d) The Customer has driven under the influence of alcohol or drugs;
- e) The Customer has disclosed the login data of the Customer User Account to another person;
- f) The Customer has attempted to extract, copy or manipulate the TIER Appl or,
- g) The Customer does not have the legal right to use the payment method provided or does not comply with the obligations set out in article 7 thereof.

§ 17: FINES AND SERVICE CHARGES

(1) In the event of a breach of these GTU attributable exclusively to the Customer and which is not linked to the breach by TIER of its own obligations, to the fault of a third party or to an event of force majeure, TIER reserves the right to charge fines, service fees or penalties in accordance with the schedule of cost available on the TIER website: <https://www.tier.app/fees/>. For example, service fees or penalties could be charged if the Customer returns the TIER Vehicle to a location that does not comply with the provisions of article 5 and Article 6 thereof.

(2) Customer shall be responsible for fines and/or other charges imposed by any governmental authority resulting from (i) improper parking of the TIER Vehicle (including impound fees incurred by TIER for the recovery of improperly parked TIER Vehicles); (ii) improper use of a TIER Vehicle; and (iii) violation of any law, rule, or regulation while using a TIER Vehicle. In some cases, TIER may pay such fines on behalf of the Customer (in which case TIER reserves the right to seek reimbursement from the Customer for such fines as well as the administrative costs and any additional costs reasonably incurred by TIER in processing the payment of the fine on behalf of the Customer, unless the Customer can prove that the cost of our efforts to process such fines was less).

(3) TIER has the right to debit these fines, penalties or service fees from the payment method chosen by the Customer. In the event of insufficient funds to deduct such fines, penalties or fees, TIER may contact the Customer so that the latter may make payment of such amounts.

§ 18 RIGHT OF WITHDRAWAL

As a consumer, the Customer has a right of withdrawal in accordance with the instructions set out below.

WITHDRAWAL INSTRUCTIONS

RIGHT OF WITHDRAWAL

The Customer has the right to withdraw from this agreement without giving any reason within fourteen (14) days.

The withdrawal period is fourteen days from the date of conclusion of the contract. To exercise the right of withdrawal, the Customer must TIER (contact details: TIER Mobility Netherlands BV, Hullenbergweg 278, Amsterdam, 1101 BV. Tel: + 31208090040, e-mail:support(at)tier.app) of the decision to withdraw from this contract by means of an unambiguous statement (e.g. letter sent by post, fax or email). The Customer may use the sample withdrawal form below, but this is not mandatory.

In order for the withdrawal period to be observed, it is sufficient for the Customer to send the notice of withdrawal before the end of the withdrawal period.

EFFECTS OF WITHDRAWAL

In the event of withdrawal, TIER will refund all payments received from the Customer without undue delay and in any event no later than fourteen (14) days from the date TIER is informed of the Customer's decision to withdraw from this agreement. TIER will make the refund using the same method of payment that the Customer used for the original transaction, unless the Customer expressly agrees to a different method; in any event, this refund will not incur any costs for you.

If the Customer has requested to start the provision of the services within the withdrawal period, the Customer will have to pay TIER an amount proportional to what has been provided to the Customer up to the moment the Customer has informed TIER of the withdrawal from this contract, in relation to the total services provided under the contract.

End of instructions on withdrawal

SAMPLE WITHDRAWAL FORM

(Please complete and return this form only if the Customer wish to withdraw from the contract)

To the attention of:

TIER Mobility Netherlands BV, Hullenbergweg 278, Amsterdam, 1101 BV. Tel: + 31208090040, email: support(at)tier.app)

DECLARATION OF WITHDRAWAL

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

Name of consumer(s) :

Address of consumer(s) :

Signature of the consumer(s) (only if this form is notified on paper) :

Date:

(*) Delete as appropriate.

§ 19 DATA PROTECTION

(1) TIER will collect and process personal data relating to the Customer insofar as such data are required to perform TIER's rights and obligations under the Use Agreement. When processing the Customer's personal data, TIER will observe the applicable statutory provisions, particularly those of the EU General Data Protection Regulation (GDPR).

(2) For further details and information on the scope of the collection, storage, and processing of personal data relating to you, please refer to [TIER's privacy notice](#).

§ 20 GOVERNING LAW

(1) The contracts are governed by Dutch law and the Dutch courts shall have exclusive jurisdiction over any disputes arising out of or in connection with those agreements.

(2) Pursuant to Article 14 of European Regulation No. 524/2013 on the online settlement of consumer disputes, the Customer has the right to request the resolution of his dispute on the European platform dedicated to the online resolution of consumer disputes via the following Internet address: <http://ec.europa.eu/consumers/odr/>.

§ 21 CUSTOMER SERVICE; COMPLAINTS

If Customer has any questions, comments or complaints, or wishes to make any other representations, Customer may contact TIER by telephone, letter or e-mail using the following contact information:

TIER Mobility Netherlands BV, Hullenbergweg 278, Amsterdam, 1101 BV. Tel: + 31208090040, email: support(at)tier.app)

§ 22 FINAL PROVISIONS

(1) The Customer may not assign to any third parties rights or obligations under the contracts concluded with TIER, without the prior consent of TIER. TIER may transfer its rights and obligations under the User Agreement to another company or legal person.

(2) If a court finds part of these GTU unlawful, the remainder will be unaffected. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.