



E-XPLORE ALGARVE General Terms and Conditions of Use

1. Applicability of the General Terms and Conditions of Use.

1. These General Terms and Conditions of Use (see www.e-xplorealgarve.com) apply to all agreements between INEVITABLE LINES UNIPessoal LDA, NIF#517524910, REGISTERED COMPANY IN PORTUGAL (Trading as E-XPLORE ALGARVE). (hereinafter also referred to as "E-XPLORE" and the user ("User") regarding the use of electric vehicles (hereinafter: "E-vehicles"). The agreements are hereinafter referred to as "User Agreement".

2. These General terms and Terms of Use form an inseparable part of the User Agreement.

3. These General Terms and Conditions of Use can be viewed on the website of E-XPLORE and a link to the document is available when booking the E-vehicles and in the bottom of the reservation confirmation email.

2. Condition of the E-Vehicle and nature of use

1. The User must inspect the E-vehicle upon receipt and check whether it is in good condition. If the User is of the opinion that this is not the case, he must immediately report this to the manager/issuing office of the E-vehicle.

2. E-XPLORE provides up to 2 Helmets and an Alarm Fob which is to be turned on at all times when the E-vehicle is not actively used.

3. The User is obliged to handle the E-Vehicle with due care in accordance with its purpose.

4. After use, the User shall return the E-vehicle in good condition, in the same condition as at the start of its use, together with the Helmets and Alarm Fob.

3. Making a booking for an E-vehicle

1. Making a booking for an E-vehicle can be done as follows and is subject to the following steps or conditions:

- Booking can be made using a QR code located on a E-vehicle or at the location or via www.e-xplorealgarve.com. It is not possible to make a booking in any other way. The website shows all the locations where E-vehicles can be collected.
- Make a booking for an E-vehicle and select the day/time/time slot.
- Choose an optional damage/theft waiver scheme of € 3.50 per vehicle per booking (in addition to third-party insurance).
- The User must agree with these General Terms and Conditions of Use.
- The pre-booking will be active for 10 minutes.
- If no payment has been made within 10 minutes, the booking expires.



- After full payment has been made, the booking will be confirmed by e-mail at the specified e-mail address, including, if applicable, the terms and conditions of the damage/theft waiver scheme and third-party insurance.
- There is no right to refund in case of cancellation of a booking. Even in case of bad weather or any other circumstances, the User shall not be entitled to a refund if the User decides to cancel.

4. Use of the E-vehicle

1. The User is aware that it is allowed to have a child between 8 and 15 years on the backseat of the E-vehicle. The maximum weight is 130 kg.
2. Only persons aged 16 years and older, who have a valid moped, scooter or car driving license are allowed to operate an E-vehicle.
3. On collection of the E-vehicle, the User must present their drivers license to the Location. If this is not presented then the E-vehicle cannot be issued and the User is not liable for a refund.
4. It is forbidden to charge the battery using a non-original battery charger. Any damage caused by the use of a non-original battery charger shall be at the risk and expense of the User.
5. When using the E-vehicle, the User must also comply with all applicable laws and regulations and local ordinances and be in possession of a valid driving license.
6. If the User acts in violation of the provisions of this Article 4, the User may not invoke the damage/theft waiver scheme or the third-party insurance, without prejudice to any other consequences.
7. Before using the E-vehicle, the User must view the instruction video. The instruction video can be viewed on the E-XPLORE website and will also be sent to User by e-mail after a booking has been completed.
8. Wearing a helmet that is provided with seal of approval from the EU is mandatory while riding the E-chopper, this includes any child on the back.

5. Complaints

1. If a User has a complaint about the E-vehicle during its use, this complaint should be communicated immediately to the manager of the E-vehicle at the location where it was issued, in order to afford the manager the opportunity to resolve the complaint (on behalf of E-XPLORE).
2. If the complaint has not been resolved to the satisfaction of the User, the User may submit the complaint in writing to ola@e-xplorealgarve.com, no later than 7 days after the day of use of the E-vehicle. If the User decides to do so, the complaint, any booking number, the User's contact details and all other information that E-XPLORE may need to handle the complaint must be provided. If the User fails to comply with the provisions of this Article 5, any (possible) claim shall lapse.

6. Liability general

1. Use of the E-vehicle is for the User's sole risk.
2. E-XPLORE is not liable for loss and/or theft of and/or damage to property of the User or third parties, nor for damage and/or injury caused by the User to third parties, including (but not



limited to) damage to (fellow) road users caused by whatever reason. E-XPLORE is not liable for possible defects to the E-vehicle that arose after entering into the User Agreement and which can be attributed to the User, or at least to the use by the User of the E-vehicle, except if E-XPLORE was aware or should have been aware of the defect when entering into the User Agreement.

7. Liability of the User

1. The User is explicitly not allowed to give the E-vehicle in use to another person. In the event of a group booking in the name of the User as the main booker, the E-vehicle may only be used by a member of the group if and insofar as this person complies with the provisions of these General Terms and Conditions of Use and was present when the location issued the E-vehicles.

2. The User is liable for damage caused to the E-Vehicle during use, irrespective of who caused the damage. Settlement of this damage shall in the first place take place between E-XPLORE and the User. In the event of damage to third parties, a damage form should be completed with the correct data and a summary of the situation.

3. The User is deemed to be aware of the (local) laws and regulations. E-XPLORE is not liable for the consequences of any violation thereof by the User. In that case, only the User shall be liable. Violation of the (local) laws and regulations and any directly and indirectly related fines/penalties, costs and measures will be recovered from the User. If E-XPLORE, in connection with any act or omission of the User, such as a traffic violation, is required to provide information to the authorities, the User shall be obliged to render the necessary cooperation and reimburse E-XPLORE for any associated costs. A minimum of € 10.00 (excl. VAT) applies per violation.

8. Liability in case of a group booking

1. In the case of a group booking, where one User books several E-vehicles for several Users, the User, as the main booker, will be jointly and severally liable for the acts and omissions of all the persons in the group. The provisions in these General Terms and Conditions of Use referring to the User shall apply equally to the persons in the group who operate/use an E-vehicle.

2. With respect to a group booking, the User (as the main booker) warrants towards E-XPLORE that all persons/users in the group have taken note of the General Terms and Conditions of Use and the instruction video prior to using the E-vehicle and will comply accordingly. All obligations (under the User Agreement and the General Terms and Conditions of Use) for the User with respect to the use of the E-vehicle shall apply equally to these users. For the purposes of the User Agreement, an act or omission by a person of the group will be considered an act or omission of the User.

3. The User, as the main booker, is severally liable towards E-XPLORE for any damage to and/or theft of any of the E-vehicles from the booking, as well as for any other claims by E-XPLORE under the User Agreement and the General Terms and Conditions of Use.

4. The User guarantees towards E-XPLORE that only persons that comply with the provisions of Article 4 will use or operate the E-vehicle.

9. Damages

1. The User must complete a damage form for all damage to the E-vehicle caused by the User or during the period of use, after reporting it to the manager of the issuing office. This must be done no later than upon returning the E-vehicle. At that moment, photographs of the damage will be taken, which will be part of the damage form. E-XPLORE shall provide an online damage form for



this purpose. E-XPLORE or a third party it has designated (for instance - but not limited to - the manager of the issuing office) will immediately estimate the damage to the E-vehicle on the basis of a E-XPLORE price list and the User is required to pay this immediately when returning the E-vehicle. To this end, the User will receive a payment link by e-mail.

2. If an immediate assessment of the damage is not possible, the deductible - in advance of a final compensation after assessment - will be charged to the User. This deductible must be paid immediately via a payment link via e-mail. After the damage has been assessed or repaired, the remaining amount will be charged and must be paid within 5 days, or any excess amount paid will be refunded (if the final damage is less than the deductible).

3. If the User has purchased a **damage waiver scheme** when booking the E-Vehicle, the loss amount for/to the E-Vehicle the User is liable for shall not exceed € 350.00 (in words: three hundred and fifty Euros) (see also Article 10). If the User has not taken out insurance via E-XPLORE, the maximum loss amount the User is liable for is € 1,500 (in words: fifteen hundred Euros) per E-vehicle. If the User does not immediately fulfil his payment obligation, the provisions of Article 16 of these General Terms and Conditions of Use shall apply.

Please note: the damage waiver scheme applies to damage caused to the E-Vehicle and also covers damage to third parties, provided that the general terms and conditions of the third-party insurance are further met, otherwise the User shall be fully liable for the full damage caused. However, it does not apply to the theft of the E-vehicle.

10. Deductible in respect of the E-vehicle theft / missing / misappropriation

1. The User has a deductible of € 1,500.00 (in words: one thousand five hundred euros) per theft/missing/misappropriation per E-vehicle for damage to, or theft of, the E-vehicle.

2. The User will pay this via online payment link provided by E-XPLORE. All e-vehicles have a GPS, so if and when it is recovered and assessed for damage, the balance of any amount remaining after the costs of damage and directly related costs of recovery are retained, the balance will be paid back to the User. The damage/waiver scheme does not apply to theft of an E-vehicle.

11. Third-party insurance

1. E-XPLORE has invested in third-party insurance for loss resulting from the use of an E-vehicle by a User. The third-party insurance provides cover for damage to **third parties**, less the deductible of €1500.00 per incident unless the User has paid the damage waiver scheme fee of €3.50, which reduced this deductible to € 350.00 (Three hundred and Fifty Euros).

2. The User is liable for the deductible and for liability outside the scope of the insurance cover (as well as for damage to the E-Vehicle, see Articles 9 and 10).

3. If the damage is caused by intent or gross negligence on the part of the Customer, E-XPLORE shall also be entitled to recover the damage exceeding the deductible from the User if the insurer does not pay out in full. Intent or gross negligence shall in any case be understood to mean driving under the influence of alcohol and/or drugs.

11. Exceeding the period of use / breakdown and costs of collecting an E-vehicle

1. Use of the E-vehicle will end on the agreed return date, but no later than when the E-vehicle is



returned by or on behalf of the User.

2. If the E-vehicle is returned after the agreed return date and time, E-XPLORE will charge the User an amount of **€50.00** (in words: fifty Euros) for every hour that the E-vehicle is returned late.

3. In the event an E-vehicle breaks down / has a flat battery and must be collected, the User shall remain fully liable for full payment, unless it concerns a defect in the E-vehicle and this defect is not the result of the User's actions. The User shall also owe full payment for returning the E-vehicle prematurely.

4. In the event of a defect, flat battery in or breakdown of the E-vehicle due to the fault of the User, the User will be charged a fee of **€100.00** (in words: one hundred euros) for collecting the E-vehicle. This fee must be paid by the User to E-XPLORE immediately (no later than upon returning the E- vehicle) by means of a payment link by e-mail.

12. Termination of the User Agreement

The User is not entitled to terminate or cancel the User Agreement (prematurely) after completing the booking. In case of cancellation, the User will owe the full fee.

1. E-XPLORE is entitled, without notice of default or judicial intervention and without being liable for damages, to dissolve the User Agreement or to terminate it at its discretion and to repossess the E-vehicle, without prejudice to its right to compensation of costs, damages and interest, if (it appears that):

- a. The User does not fulfil one or several of the obligations of the User Agreement during the period of use, or does not do so on time or in full;
- b. The User dies;
- c. The User is placed under guardianship, applies for a suspension of payment, or is declared bankrupt, or the Dutch Debt Rescheduling Natural Persons Act is declared applicable to the User;
- d. The User transfers his residence or registered office abroad after entering into the User Agreement;
- e. If, during the period of use, E-XPLORE receives information with regard to circumstances of such a nature that, had E-XPLORE been aware of these, it would not have entered into the User Agreement.

The User shall render E-XPLORE all cooperation in order to regain possession of the E-vehicle.

13. Alcohol/drugs and/or use of medications.

1. The User / rider of an E-Vehicle is prohibited from using alcohol, drugs and/or any substance or medication that may adversely affect the driving performance, before or during the period of use of the E-Vehicle.

2. If it is suspected that the provisions in paragraph 1 have been violated, E-XPLORE and or the Location shall be entitled to (cause to) refuse to make the E-vehicle available to the User without explanation, or to repossess the E-vehicle before the end of the period of use, without the User being entitled to any claim for damages and/or costs and/or a refund of the rental price.



14. Additional provision use of E-vehicle.

1. The following additional provisions/restrictions apply to the use of the E-vehicle:

- a. the action radius of the E-Vehicle determines the area to be used. The User is not permitted to leave this area;
- b. routes are available in the confirmation email the User will receive before the Rental period begins;
- c. the E-vehicle may only be used on so-called paved roads;
- d. it is forbidden to ride down or against kerbs;
- e. it is forbidden to ride the E-Vehicle up or down kerbs;
- f. it is forbidden to use the E-Vehicle to collide with another E-vehicle or with a third party and/or object;
- g. it is forbidden to ride through potholes, etc;
- h. it is forbidden to use the E-vehicle for purposes other than recreational use.

15. Payment

1. If the User, being a consumer, fails to fulfil his payment obligations(s) on time, he shall, after E-XPLORE has notified him of the late payment and granted the User an additional period of 14 days to still comply with his payment obligations and after payment has not been made within this 14-day period, owe the statutory interest on the amount due and E-XPLORE shall be entitled to charge extrajudicial collection costs. These collection costs amount to a maximum of: 15% on outstanding amounts of up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000, with a minimum of € 40 (in words: forty euros).

2. If the User, not being a consumer, is in default with respect to his payment obligation, he shall owe contractual interest of 1.5% per month or part of a month on the amount due as from the default date, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate shall apply. The interest on the amount due will be calculated from the date the User is in default until the date of payment of the full amount due. All costs, both judicial and extrajudicial, to be incurred by E-XPLORE in order to enforce its rights, shall be for the account of the User. The extrajudicial costs, in derogation from the statutory regulations in this respect, are set at an amount of 15% of the relevant amount, with a minimum of € 50 (in words: fifty euros) excluding VAT. The User shall also owe interest on the collection costs due. If the actual costs incurred are higher, these actual costs may be claimed by E-XPLORE.

16. Privacy.

Personal data is processed as part of (among other things) visiting the E-XPLORE website and the conclusion and performance of the User Agreement. In this respect E-XPLORE is the controller within the meaning of the General Data Protection Regulation. Processing of personal data is subject to the privacy regulations, as stated on the E-XPLORE website.

17. Other provisions.



The User shall be responsible for providing the correct contact details and must immediately report any change in contact details to E-XPLORE by email.

18. Governing law and competent court.

1. The User Agreement is governed exclusively by the law of the Portugal.
2. In case of a dispute between the parties, the competent court in the district where E-XPLORE has its registered office shall be competent, as well as the competent court in the district where the User resides.