

Terms and Conditions EasyFiets

1. Definitions

- 1.1. Subscription - The agreement between EasyFiets and Customer for the use of the Bicycle as well as for other products Customer acquired at EasyFiets.
- 1.2. Terms and conditions - The terms and conditions apply to every Customer of EasyFiets.
- 1.3. Customer - Any natural or legal person who is a Customer of EasyFiets.
- 1.4. Bicycle - The Bicycle provided by EasyFiets to be used by Customer.
- 1.5. EasyFiets - EasyFiets B.V. located at the Haagweg 8, 2311 AA in Leiden, CoC number 73536563.

2. Applicability

- 2.1. The Dutch version of the Terms and Conditions remains leading at all time. This version is made for communication purposes only.
- 2.2. These terms and conditions apply to every Subscription between Customer and EasyFiets.
- 2.3. All prices are including VAT.

3. Subscription

- 3.1. Customer will be provided with a Bicycle during the duration of the Subscription.
- 3.2. The ownership of the Bicycle will remain with EasyFiets the whole time. It is not possible to gain ownership of the Bicycle.
- 3.3. The Bicycle comes with a ring lock and one key.
- 3.4. EasyFiets is in the possession of the spare key. In case Customer loses the key they can pick up the spare key at EasyFiets. The costs are €15.
 - 3.4.1. Customer is not allowed to make a copy of the Bicycle key.
 - 3.4.2. If the lost key is found, it must be brought back to EasyFiets.
- 3.5. Customer pays a deposit to EasyFiets for the Bicycle when the subscription is started.
 - 3.5.1. Standard Bicycle €40
 - 3.5.2. Premium Bicycle €60
- 3.6. Customer has the possibility to rent accessories at EasyFiets. If one of these accessories is broken or cannot be handed in by Customer, EasyFiets will charge Customer the original new price.

4. Use of the Bicycle

- 4.1. Customer will take care of the Bicycle and use it in a normal way.
- 4.2. Damage caused by normal use of the Bicycle is covered by the costs of the Subscription.
- 4.3. In case Customer notifies a defect on the bike, Customer needs to bring the Bicycle directly to EasyFiets to get it repaired.
- 4.4. Customer is on its own responsible for a regular check-up of the bike and will visit EasyFiets regularly and at least twice a year.

- 4.5. Damage to the key is not covered in the Subscription. Customer needs to buy a new key if the key is broken, damaged or lost.
- 4.6. If there is a suspicion that the damage is caused by improper use of the Bicycle or if there is severe damage to the Bicycle, EasyFiets holds the right to charge Customer for the damage caused. Some examples are a severe wobble in the wheel, a bend front fork or multiple missing parts.
- 4.7. EasyFiets can provide Customer with a detailed list of costs upon request.
- 4.8. In case of damage caused (partly) by a third party, Customer needs to supply EasyFiets with the third party contact information and a situation description agreed on by both parties. An accident form can be found on www.easyfiets.nl/europeanclaimform. If no contact information is supplied the costs shall be charged to the Customer.

5. Duration of the Subscription

- 5.1. The duration of the Subscription is at least one month. From one month forth the Subscription is monthly and directly terminable.
- 5.2. If Customer uses the Bicycle for shorter than one month, EasyFiets will charge Customer with additional costs.
 - 5.2.1. Standard Bicycle €40
 - 5.2.2. Premium Bicycle €60
- 5.3. The Subscription will be tacitly extended if the Bicycle is in possession of Customer at the first of the month.
- 5.4. The Subscription will be terminated when the Bicycle and original key are handed in at EasyFiets.
- 5.5. If the Subscription is prepaid with an end date, Customer is obliged to hand in the Bicycle at the right time. If the Bicycle is not handed in the contract will be tacitly extended.

6. Theft or loss

- 6.1. In case of theft or loss of the Bicycle, Customer is obliged to come to EasyFiets within 24 hours to declare the theft.
- 6.2. In case of theft or loss of the Bicycle the deposit will be withheld.
 - 6.2.1. If Customer wishes to continue their Subscription a new deposit has to be paid.
 - 6.2.2. The new deposit will be €20 higher than the previous deposit.
- 6.3. If Customer is not able to hand in the key, EasyFiets will charge an negligence surcharge on top of the withheld deposit.
 - 6.3.1. Standard Bicycle €60
 - 6.3.2. Premium Bicycle €100
- 6.4. If Customer finds back his own Bicycle, EasyFiets will credit 50% of the newly paid deposit.
- 6.5. If EasyFiets finds back the Bicycle, there will be no amount credited to customer.
- 6.6. When the Bicycle is taken by the municipality as a result of wrong parking or too long parking, Customer is responsible for picking up the Bicycle. After 4 weeks, EasyFiets will pick up the Bicycle at the municipality and

Customer will pay the fine as charged by the municipality as well as €15 expenses to EasyFiets.

7. Theft guarantee

- 7.1. If Customer has a theft guarantee added to his subscription, EasyFiets will not withhold the deposit of Customer when the Bicycle is stolen. This only applies if Customer has the original key.

8. Payments

- 8.1. Customer pays the first month as well as the deposit at the start of the Subscription.
- 8.2. Customer is responsible for the monthly payments. The payment can be done in multiple ways.
 - Direct Debit
 - Customer needs to give an authorization to collect the money via SEPA Direct Debit.
 - Prepaid
 - Customer will pay for chosen period in advance. If the Subscriptions ends, Customer needs to come by EasyFiets to either extend the contract or hand in the bike.
 - Business Customers of EasyFiets will receive a monthly invoice. This invoice will be automatically withdrawn using SEPA Direct Debit.
- 8.3. The costs of the Subscription are paid in advance. In case Customer is in possession of a Bicycle at the beginning of a month, Customer is obliged to pay for that month.
- 8.4. When the Subscription costs cannot be written off or are wrongfully cancelled, Customer is legally in default. Customer will receive a reminder to make the payment within 14 days. If the payment is not received within 14 days, EasyFiets has the right to call in the help of a collection agency. All extra costs and extrajudicial costs are at the expense of Customer.

9. Trading in old bicycle

- 9.1. Customer can get a discount on his Subscription upon handing in an old bicycle.
- 9.2. The total discount will be determined by EasyFiets on case by case basis. Customer and EasyFiets both need to agree to the given discount. If no agreement can be established the bicycle will not be taken in by EasyFiets.
- 9.3. If Customer deliberately hands in a bicycle not belonging to Customer, the Subscription is cancelled immediately and the authorities will be notified.

10. Reliability

- 10.1. If Customer agrees to the use of a Bicycle this will be regarded as proof that the Bicycle is functioning properly.

- 10.2. If there is any doubt about the safety of the Bicycle. Customer needs to contact EasyFiets directly.
- 10.3. The use of the Bicycle is at the Customer's own risk.
- 10.4. EasyFiets is not liable for any damages by Customer.
- 10.5. EasyFiets is not liable for any damage suffered by the Customer as a result of using the Bicycle, unless there is intentional or gross negligence on the part of EasyFiets.
- 10.6. Customer is responsible for the timely notification of any defects or damages to the Bicycle.

11. Termination of the Subscription

- 11.1. Customer reserves the right to cancel the Subscription immediately if EasyFiets has repeatedly or seriously failed to fulfill its obligations as stated in the Terms and Conditions.
- 11.2. EasyFiets reserves the right to terminate the contract immediately in the following cases:
 - 11.2.1. Reselling or giving away the Bicycle by Customer to a third party.
 - 11.2.2. Rental or lease of the Bicycle by Customer to a third party.
 - 11.2.3. Aggressive behaviour against employees of EasyFiets.
 - 11.2.4. Irresponsible, reckless or improper use of the Bicycle by Customer.
- 11.3. In case of termination of the Subscription in any of the cases as mentioned above, EasyFiets reserves the right to immediately claim the remaining payments from Customer.

12. Changes

- 12.1. These Terms and Conditions are subject to change. Customer will be notified by email about any changes. EasyFiets will notify Customer at least one month in advance.
- 12.2. EasyFiets reserves the right to change the price of the Subscription. Changes to the pricing will be communicated at least one month in advance.

13. Digital data and privacy

- 13.1. EasyFiets will process your personal data responsibly. How we do this you can read in our Privacy Statement. For questions or remarks you can contact us using our regular channels.

14. Applicable law and disputes

- 14.1. The Terms and Conditions are exclusively applicable under Dutch law.
- 14.2. All disputes regarding EasyFiets and Customer will be exclusively submitted to the authorized court in The Hague.