

TERMS OF USE AMBER



Please read these Terms of Use (the "**Terms of Use**") before you ("**User**" or "**you**") use the mobility services (the "**Services**"), the software applications (the "**App**") or the (electrically) powered vehicles (the "**Vehicles**") of P33 Development B.V. ("**Amber**", "**we**", "**us**" or "**our**").

Your employer or other legal entity ("**Contractor**") enables you to make use of the Services, the App and the Vehicles. By using the Services, the App (including the download and installation thereof) and/or the Vehicles, you agree to these Terms of Use and our privacy policy ("**Privacy Policy**").

The most recent versions of our Terms of Service and Privacy Policy are available at www.ambermobility.com/legal.

1. Use of the Vehicles

- (1) You must be in possession of a valid driving license and carry your driving license at all times when using the Vehicles.
- (2) You shall only use the Vehicles in the Netherlands, Germany, Belgium, Luxembourg and France.
- (3) You shall handle the App and Vehicles carefully and shall not: a) disable the passenger airbag of the Vehicles, b) use the Vehicles for cross country rides, motor racing events or any other form of racing, c) use the Vehicles for vehicle tests, driving lessons or commercial transport of persons, d) use the Vehicles for the transport of highly flammable, toxic or otherwise dangerous substances in so far as they exceed normal household quantities, e) use the Vehicles for the transport of substances that, by reason of their nature, size, shape or weight, endanger the driving safety of the Vehicles or damage the interior of the Vehicles, f) use the Vehicles for committing crimes, g) smoke in the Vehicles or allow passengers to smoke, h) carry animals in the Vehicles, i) contaminate the vehicles or leave any trash in the Vehicles, j) transport more persons than the number of seats of the Vehicles allow (the number of seats in the Vehicles is determined by the amount of seat belts); k) sell, rent, remove or replace the Vehicles or any part thereof, l) use the Vehicles under the influence of liquor, drugs or other intoxicating agents or (m) allow others to drive the Vehicles.
- (4) You shall keep the interior of the Vehicles clean and discard all waste. The Vehicles clean shall be returned clean at the end of your reservation. In the event you fail to keep and return the Vehicles clean you shall be liable for any damages to the interior of the Vehicles and any (necessary) cleaning costs.
- (5) Before using the Vehicles you will check for defects and/or damages. Any defects or damages to the Vehicles that arise during your reservation should be reported to Amber as soon as possible after discovery of it, but no later than before the end of your vehicle reservation.
- (6) You are required to properly lock the Vehicles through the App. In the event of a failure to lock the Vehicles, you must immediately report this to Amber.
- (7) You may only terminate your reservation at an Amber hub (see www.ambermobility.com/helpdesk). You must always return the Vehicles at an Amber hub.
- (8) If the Vehicles are locked at an Amber hub longer than 15 minutes, your reservation will be terminated automatically.
- (9) Amber reserves the right to (temporarily) prohibit future use of the Vehicles and / or Services by you.
- (10) To the use of the Vehicle the Privacy Policy applies.

2. Damages, loss, defects and accidents

- (1) If there are any technical defects and/or damages to the Vehicles or loss of the Vehicles which will prevent you from continuing your ride and such defects and/or damages or loss cannot be attributed to you, Amber will replace your Vehicle, but only to the extent the Vehicle is located in the Netherlands. Amber cannot guarantee that the replacement Vehicle is electrically powered.
- (2) You are not allowed to repair defects and/or damages yourself or instruct third parties to repair such defects and/or damages.
- (3) You are responsible for any loss, defects and/or damages (determined by an independent expert) that are the result of any misuse of the Vehicles by you or your passengers.
- (4) In the event of defects and/or damages on the Vehicles or loss, you are obliged to immediately inform Amber of all details of the defects and/or damages.
- (5) You must complete the accident form carefully and truthfully. If the defects and/or damages or loss were the result of an accident.
- (6) After an accident, theft or other loss, fire, damage by wild animals or other damage, you must immediately inform both Amber and the police on the damages and report the incident to the nearest police station.



- (7) You must take all measures that are useful for the clarification of the incident. This means in particular that you must answer our questions about the circumstances of the incident truthfully and completely and not leave the place of the incident before the required findings of the incident can be determined by Amber.

3. Fines and other government decisions

- (1) In case you or Amber is being charged by a government or government agency for violations of legal rules or for crimes committed with a Vehicle during your Reservation, Contractor is, in principle, obliged to take on any (financial) consequences thereof. However, depending on arrangements made between you and the Contractor, it is possible that any such (financial) consequences are for your own account.

4. Charging the Vehicles

- (1) You are responsible for charging the Vehicles and are obliged to charge them on time. If you do not charge the Vehicles on time and cause the Vehicles to stand still, Amber is not obliged to provide you with a replacement Vehicle (whether or not electrically powered).
- (2) Amber is not responsible or liable for any problems or costs arising out of the possible absence of charging infrastructure in countries other than the Netherlands.
- (3) Amber will charge Contractor for costs incurred to charge Vehicles on location, without prejudice to Amber's right to further damages.
- (4) The cost of any replacement Vehicle and/or other costs associated with not (timely) charging the Vehicles will be for the account of Contractor.
- (5) The charging card may only be used for the Vehicle for which the reservation applies and no other Vehicles. In case of abuse of the charging card, Contractor, without prejudice to Amber's right to further damages.

5. Liability

- (1) Amber is not liable for theft of your property or any damages to your property as a result of the use of the Services, App and/or Vehicles
- (2) Amber is not liable for any (consequential) damages arising from the (discontinued) operation of the Vehicles during your reservation. If at any time you cannot use the Vehicles during the reservation, Amber shall make every effort to provide you with another Vehicle.

6. Use of the App

- (1) In order to be able to make use of the App, you have to register via www.ambermobility.com. After registration you receive the information needed to download the App. To the processing of (personal) information via the App the Privacy Policy applies.
- (2) If the App uses services of third parties, also any terms and conditions and/or privacy and cookie policies of those third parties may apply. Amber is not responsible for the services and the privacy and cookie policies of third parties. In case of any contradiction, the Terms of Use and the Privacy Policy shall prevail.
- (3) Amber grants you a non-exclusive, non-sublicensable and non-transferable license to use the App. You are not allowed to use the App for any commercial purposes other than the Services.
- (4) Without the prior permission from Amber, you are not permitted to make the App available or to sell or rent the App to third parties, or to decompile, reverse engineer or modify the App. Nor are you permitted to (let others) remove or circumvent technical provisions intended to protect the App.
- (5) Amber has at all times the right to adapt the App, to change or remove data or information, to deny you the use of the App by terminating the license, to restrict the use of the App and/or to deny you access to the App in full or in part, temporarily or permanently. Amber will inform you about that in the manner Amber deems fit.
- (6) The use of the App is for your own risk and account.
- (7) In order to be able to make use of the App, you will for your own account have to provide the necessary equipment, system software, and (internet) connection.
- (8) All intellectual property rights and/or similar rights to the (content and design of the) App, including the underlying software, images, video and audio clips, are owned solely and exclusively by Amber and/or its licensors.
- (9) Our App has been composed with the greatest care. However, Amber cannot guarantee that the App will always be available or will always work without any interruptions, errors or defects, or that the information provided on the App is complete, correct and/or up-to-date. Amber reserves the right temporarily or permanently to discontinue the App (unannounced), without the User being able to derive any rights thereof.
- (10) Amber is not liable for any damage or personal injury resulting from any use of the App. The limitations of liability referred to in this clause shall not apply if the liability for damage is caused by intent or gross negligence on the part of Amber.
- (11) You may terminate the use of the App at any time by removing or uninstalling the App from your (mobile) device.



7. Governing law

- (1) These Terms of Use are exclusively governed by Dutch law.
- (2) Any disputes regarding these Terms of Use will be submitted to the court of Oost-Brabant, location 's-Hertogenbosch.

