



PLEASE READ felyx' GENERAL TERMS AND CONDITIONS IN THE SPECIFIC COUNTRY WHERE YOU ARE USING OUR SERVICES.

## felyx GENERAL TERMS AND CONDITIONS FOR USE OF felyx' SERVICES IN BELGIUM

Last update to these General Terms and Conditions: 24 October 2022

These General Terms and Conditions ("**Terms**") govern the use of felyx app ("**felyx App**") and the rental of shared electric scooters or mopeds ("**E-scooters**") provided by Felyx Belgium B.V., a private limited liability company, with registered office at Building B1 CityLine, Rue des Vétérinaires 42A, 1070 Anderlecht. Module B1-100-01a, Register of Legal Entities of Brussels, registered in the Crossroads Bank for Enterprises under number 0720.798.585 or any of its group companies ("**felyx**", "**we**", "**our**" or "**us**") via the felyx App (collectively as "**Services**"). Subject to these Terms, a felyx customer (hereinafter "**you**", "**your**" or "**Customer**") and felyx enter into an agreement for the usage of the felyx App and to the rental agreements of felyx E-scooters which are concluded through the felyx App.

felyx's Customer support can be contacted at the following telephone number: +32 2 588 85 04 or at the following email address: supportbelgium@felyx.com.

WE KINDLY ASK YOU TO READ THE APPLICABLE TERMS CAREFULLY BEFORE USING felyx SERVICES IN YOUR COUNTRY. ANY USE OF felyx SERVICES (ACCOUNT CREATION AND RENTAL OF OUR E-SCOOTERS) IS SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS. IF YOU HAVE NOT ACCEPTED THESE TERMS, YOU MAY NOT MAKE USE OF felyx SERVICES.

### 1. felyx App

#### 1.1. User Account

- 1.1.1. Any use of felyx Services is subject to the creation of a personal account within the felyx App ("**User Account**"). You may have only one User Account within the felyx App. felyx may reject the creation of a User Account if it has reasonable grounds to expect the User Account will be used in violation of these Terms.
- 1.1.2. In order to be able to create a User Account within the felyx App, you must have a mobile phone or tablet that meets the technical requirements for the felyx App. When it is downloaded, the felyx App automatically checks whether your mobile phone or tablet meets the necessary requirements. felyx does not guarantee compatibility of your device with the necessary requirements. You may solely be responsible for the use of mobile (data) communication and any costs charged by your provider for mobile (data) communication shall be borne by you.
- 1.1.3. In order to create a User Account we will ask you to provide us with certain categories of personal data (such as, first and last name, email address, date of birth, mobile phone number, etc.) ("**Your Personal Data**"); the preferred method of payment and the related personal data for processing the payment ("**Payment Profile**"); and any other information or documents marked as mandatory and necessary by felyx to allow your use of our Services ("**User Account Information**").
- 1.1.4. To the extent permitted by the applicable law, felyx is not responsible or liable in respect of limitations or inaccuracies of the felyx App due to a force majeure event, including but not limited to mobile data communication, network overload and/or planned maintenance, including software updates, or improvements to the felyx App and/or the Website.

#### 1.2. Driving License Validation

- 1.2.1. In order to be able to complete the creation of your User Account, you must be at least eighteen (18) years of age and hold a valid category A, AM or B driving license or an equivalent foreign permit to drive, even in cases where a category A, AM or B driving license or an equivalent foreign permit are not required to ride an E-scooter in the country where you intend to use our Services.
- 1.2.2. In order to verify the driving license's authenticity, expiration date and whether it is a category A, AM or B driving license or an equivalent foreign permit, and that it belongs to you ("**Validity**"), we will ask you to share with us within the felyx App a copy of the front and back of your driving license and a selfie. The selfie will be used to ensure you are the owner of the driving license you use and share with us for the creation of the User Account. The Validity will be verified and confirmed by an external supplier ("**Validation Supplier**") engaged by felyx for this purpose ("**Digital Validation Process**"). The Validity of your driving license may also be confirmed manually by an authorized representative of our Customer Support team or Validation Supplier team in case the Validity could not be confirmed through the Digital Validation Process. If you would like to know more about how we collect, use and store Your Personal Data for the Digital Validation Process, please see our [Privacy Statement](#) available on the felyx website.
- 1.2.3. You are individually and independently responsible for ensuring your driving license has the necessary category/class for riding a felyx E-scooter and that you are allowed to use your driving licence in accordance with the applicable laws and regulations in the country where you intend to use our Services. You shall be solely liable for any costs, fines, and expenses incurred for non-compliance with the obligations set out in the articles 1.2.3 and 1.2.4.
- 1.2.4. You must at all times when renting a felyx E-scooter, have the original copy of the driving license in your possession. In case your driving license has expired, is lost, has been revoked or is no longer in your possession for whatever reason, you must not use felyx Services. If you are using felyx Services without holding a valid driving license, felyx reserves the right to immediately suspend, or block your access to your User Account within the felyx App. Any use of felyx Services without a valid driving license may also result in contractual penalties

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imposed by felyx in the amount detailed in the most recent rates and fees list as made available on the [felyx website](#) ("[Price List](#)"). The [Price List](#) is an integrated part of the Terms.

- 1.2.5. Felyx reserves the right to report to the police any suspected fraud or criminal irregularities that may follow from the Digital Validation Process.

### 1.3. Framework Agreement

- 1.3.1. The completion of the User Account creation and the acceptance of these Terms will result in the conclusion of an agreement between you and felyx ("**Framework Agreement**"). The conclusion of the Framework Agreement is not subject to and does not include any obligation for you or us to enter into separate contracts for use of felyx E-scooters (i.e. ride of the felyx E-scooters) ("**Individual Rental Agreements**").
- 1.3.2. IF YOU CHOOSE TO ENTER INTO AN INDIVIDUAL RENTAL AGREEMENT, DUE THE NATURE OF SUCH AGREEMENT (I.E., A SHORT-TERM RENTAL OF AN E-SCOOTER), YOU HEREBY EXPRESSLY WAIVE YOUR RIGHT OF WITHDRAWAL (AS PROVIDED BY APPLICABLE LAW) FROM SUCH INDIVIDUAL RENTAL AGREEMENT AND YOU AGREE THAT THE INDIVIDUAL RENTAL AGREEMENT SHALL BE EXECUTED AS SOON AS YOU START USING THE E-SCOOTER.
- 1.3.3. Concerning the Framework Agreement, in accordance with the legal provisions currently in force, you shall have fourteen (14) days from the date of such agreement to exercise your right of withdrawal (i.e. to cancel the fact that you entered into the Framework Agreement), without being required to give reasons for it or to pay any penalty. The right to withdrawal for the Framework Agreement is deemed to be waived by the Customer upon entering into an Individual Rental Agreement.
- 1.3.4. To exercise your right of withdrawal, you shall notify your decision to withdraw to felyx in writing (by registered mail or email), by a declaration free from any ambiguity, before expiry of the withdrawal period as set out in this article.

### 1.4. User Account Security

- 1.4.1. It is of the utmost importance to felyx that only the Customer uses the Services under its User Account. Allowing third parties to use the Customer's User Account or allowing third parties to use the E-scooter under the Individual Rental Agreement of the Customer is strictly prohibited. In view of the material risks for felyx related to such unallowed behaviour, felyx reserves the right to impose a contractual penalty as determined in the [Price List](#) both as a preventive measure and as a compensation for damages caused by such behaviour.
- 1.4.2. You are individually responsible for the accuracy, validity and completeness of the User Account Information that you share with us. You are also solely responsible for ensuring the User Account Information is kept accurate, and up to date, throughout the whole duration of your use of our Services. felyx reserves the right to verify, at any time, the User Account Information you have shared with us. If felyx has reasonable grounds to believe that any of the User Account Information is incorrect, inaccurate, incomplete, or fraudulent, felyx reserves the right to suspend, deactivate or block the access to your User Account within the felyx App. In such case, you agree to cooperate and assist us in conducting the necessary checks and verifications to be able to re-activate your User Account or authorize your use of our Services.
- 1.4.3. Your User Account is strictly personal, and you are solely responsible for ensuring your User Account Credentials are kept secure. It is strictly prohibited to create a User Account on behalf of a third party or otherwise share your User Account username and password ("**User Account Credentials**") with any third parties, including any of your family members. You must immediately change your User Account Credentials if you have reasons to believe that a third party has become aware of your User Account Credentials or if in case you are requested to do so by felyx, in case felyx deems as an action necessary to eliminate a potential or actual security threat related to your account. felyx reserves the right to impose a contractual penalty, as determined in the [Price List](#) in case you have shared your Account Credentials with any third parties including your family members. You are solely responsible for all loss and damage related to or arising out of the disclosure of your User Account Credentials or any action or omission resulting from your failure to secure your User Account Credentials that has led to any fraudulent activity performed in your User Account. In case theft, damage or misuse of felyx E-scooters has been made possible as a result of such disclosure, felyx reserves the right to impose a contractual penalty in the amount indicated in the [Price List](#).
- 1.4.4. In case you have any suspicions or have detected any unauthorized access to your User Account, you must immediately change your User Account Credentials and/or report as soon as possible any such activity to felyx Customer Support team within your country where you are using our Services to enable felyx to take appropriate measures to prevent, detect or end any misuse or damage. We will make sure to inform you of the measures taken to secure your User Account.
- 1.4.5. Copying or manipulating in any other manner the felyx App or the access is strictly prohibited. Any attempt or action in this regard will result in felyx temporarily or permanently suspending your User Account or blocking the access to your User Account and/or the felyx App. You will be solely responsible and liable for any damage and loss resulting any action or attempt of copying or manipulating in any other manner the felyx App.
- 1.4.6. In case felyx has any reason to believe you do not comply with these Terms when creating and/or using the User Account within the felyx App, felyx shall be entitled to suspend, deactivate, block access to, or permanently cancel and or delete your User Account.

## 2. Use of the Felyx E-scooter

### 2.1. E-scooter Availability

- 2.1.1. felyx E-scooters are made available for use within certain areas as indicated within the felyx App and/or on the felyx website ("**Service Area**").

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- 2.1.2. felyx reserves the right to unilaterally decide to amend the Service Area from time to time. Any such amendments shall be displayed and communicated within the felyx App.
- 2.1.3. Our Services may be Reserved any time between 06:00 AM to 01:00 AM. In certain cities only, our Services might be Reserved and used on a 24/7 basis. Felyx does not warrant continuous and uninterrupted availability of our Services, which may occur due to planned or unplanned maintenance, upgrades, urgent repairs of other circumstances as determined by felyx from time to time.

## **2.2. E-scooter Reservation**

- 2.2.1. Before the conclusion of the Individual Rental Agreement, you may reserve, free of charge, our E-scooters within the felyx App ("**Reservation**"). Reservation is only possible for the E-scooters marked as available within the felyx App.
- 2.2.2. An E-scooter can be reserved for free for a maximum of fifteen (10) minutes prior to the conclusion of the Individual Rental Agreement ("**Reservation Term**"). felyx reserves the right to restrict the number of consecutive free Reservations per Customer, and to unilaterally amend the duration of the Reservation Term, as provided hereby, of any further Reservations. Any such amendment will be displayed within the felyx App.
- 2.2.3. The Reservation Term may be extended ("**Extended Reservation Term**") subject to a fee as determined in the [Price List](#).
- 2.2.4. If upon the expiration of the Reservation Term or the Extended Reservation Term you decide not to enter into an Individual Rental Agreement, the Reservation will automatically end, and the felyx E-scooter will be automatically marked as available for use within the felyx App.
- 2.2.5. felyx reserves the right to refuse a Reservation, if the E-scooter chosen by you is unavailable and/or is not ready for use for whatever reason as determined by felyx from time to time.

## **2.3. Conclusion of the Individual Rental Agreement – Starting the Ride**

- 2.3.1. An Individual Rental Agreement starts from the moment you unlock the E-scooter within the felyx App to start the ride and ends as soon as you select the end ride option which shall be followed by an automatic confirmation that the ride has been ended, as indicated within the felyx App. The Individual Rental Agreement shall only be considered as ended, upon i) your receipt of the confirmation that the ride has been ended ("**End of Ride Confirmation**") and ii) the fulfilment of the obligations included in article 2.6.3 as evidenced in the manner described in article 2.6.4. If you leave the felyx E-scooter without receiving the End of Ride Confirmation, the Individual Rental Agreement will continue to be effective, and you will be obliged to pay for the use of our Services accordingly, except if the fact that you did not receive the End of the Ride Confirmation is due to a case outside your reasonable control, in which case you shall be reimbursed pro rata temporis of any extra fees paid for the use of our Services.
- 2.3.2. An Individual Rental Agreement can be concluded up to a continuous term of maximum forty-eight (48) hours ("**Maximum Term**").
- 2.3.3. You shall not allow or otherwise permit any third parties to use felyx Services and thereby conclude Individual Rental Agreements by using your User Account ("**Unauthorized Use**"). In case felyx has a reasonable suspicion of an Unauthorized Use case, felyx reserves the right to issue contractual penalties in the amount as detailed in the [Price List](#), and hold you liable for any other costs and damages incurred by felyx arising out or resulting from the Unauthorized Use.
- 2.3.4. Prior to the conclusion of the Individual Rental Agreement, Customer shall take notice of the Terms applicable at that time and obtain the for Customer reasonably required information on the felyx' website, such as FAQ's. Customer shall also make sure that the available reach of the E-scooter is sufficient to park the E-scooter in a Service Area at the end of the Individual Rental Agreement.

## **2.4. Reporting Damages**

- 2.4.1. Before using our E-scooters, and concluding the Individual Rental Agreement respectively or at any time during your use of the Services, you must carefully inspect, check, assess and report any visible defects, damages, serious soiling ("**Damages**") of the felyx E-scooter. Such Damages must be reported before concluding the Individual Rental Agreement and thereby using our Services, via the felyx App or by contacting our Customer Support team by using the contact details indicated in the felyx App. In absence of such notification, it shall be deemed that the E-scooter was received by you in an undamaged state. In case there are already Damages reported by previous Customers, as described in the current list of damages within the felyx App, in absence of any additional Damage reports made by you, felyx reserves the right to deem such list of damages accurate.
- 2.4.2. In case the used E-scooter appears defective prior to your use or at any time during your use, you should immediately cease using the E-scooter, notify Felyx within 3 days and follow any instructions provided by felyx.
- 2.4.3. If any Damages are determined by felyx, prior to your use or during your use of our Services, irrespective of whether attributable to you or otherwise, felyx reserves the right to immediately cease and/or prohibit the use of the E-scooter, if felyx deems such action to be necessary.

## **2.5. Compliance**

- 2.5.1. For the whole time of your use of our Services, you are individually and independently obliged to follow and comply with any laws and regulations applicable in the country where you are using our Services, including but not limited to wearing helmets, or any applicable traffic or parking rules and regulations; and felyx' instructions and policies as provided from time to time.
- 2.5.2. Failure to comply with the above-mentioned obligation may result in fines, penalties (including contractual penalties as detailed in the [Price List](#)), loss of driver's license and/or immediate termination of your Framework Agreement and/or any Individual Rental Agreements respectively.
- 2.5.3. By entering into the Framework Agreement and the Individual Rental Agreement accordingly, you undertake to

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treat our E-scooters provided to you with appropriate care, diligence and ensure its safety and security at all times.

## **2.6. End of the Individual Rental Agreement – Parking**

- 2.6.1. As indicated in clause 2.3.1 above, the Individual Rental Agreement shall only be considered as ended, upon your receipt of the End of Ride Confirmation.
- 2.6.2. Besides the termination option indicated in clause 2.6.1. above, felyx reserves the right to unilaterally and with immediate effect terminate the Individual Rental Agreement and the Framework Agreement, if upon felyx' assessment of the circumstances of the case such action is deemed necessary and reasonable.
- 2.6.3. The Individual Rental Agreement may only be terminated if the E-scooter is parked within the Service Area, in accordance with felyx's instructions and in compliance with any applicable parking laws and regulations in the country where you are using our Services, as detailed in the felyx app or on our Website. Within the Service Area, you may park the felyx E-scooter in a manner that does not block or obstruct any building entrances or interferes with the use of public streets or other public spaces, roads and sidewalks (e.g., by pedestrians or people in a wheelchair). You must ensure that the E-scooter is parked in such a manner that it is easily accessible and available for further use or access by either us or other customers intending to use our Services.
- 2.6.4. In order for felyx to verify if you comply with the conditions as set out in article 2.6.3. above, felyx will request you to take an end of ride picture where the felyx E-scooter is clearly visible and upload it in the felyx App ("**End of Ride Picture**"). Your Individual Rental Agreement shall only be terminated after you have uploaded the End of Ride Picture in the felyx App or the assessment of any other means of proof by the Customer Support team and have received the **End of Ride Confirmation**. In case you want to make sure the ride and therefore the Individual Rental Agreement has been terminated, you may verify if the E-scooter has been turned off, which is indicated by the lights and the display being turned off.
- 2.6.5. In case your ride has stopped outside the Service Area and cannot longer be continued, you must immediately notify our Customer Support team and request to lock the E-scooter and thereby finish the ride. In such case you will be liable for and shall compensate felyx for any costs associated with the returning of the felyx E-scooter into the Service Area, unless the ride could not be continued due to reasons not attributable to you. Further, in case you leave the E-scooter intentionally outside the Service Area by setting it in the pause/park mode, or in any other manner without properly ending the ride as described in this TCs, you shall be solely liable for any and all costs, fines, damages and fees associated with or resulting from such actions as determined in the [Price List](#). We reserve the right to terminate the (paused/parked) Ride associated with intentionally left E-scooters and to charge costs, fines, damages and fees as determined in the [Price List](#).
- 2.6.6. felyx may request you to take a picture of the parked E-scooter or to provide any other proof for us to determine if you have parked the E-scooter in a manner compliant with all applicable rule and regulations, including felyx's instructions respectively.
- 2.6.7. Any breach of the obligations as set out in this article 2.6 or any applicable laws and regulations may be followed by administrative or contractual penalties (as determined in the [Price List](#)).
- 2.6.8. If for whatever reason the Individual Rental Agreement cannot be terminated according to the instructions provided in this article 2.6, you must immediately notify our Customer Support team at the contact details indicated in the felyx App about such instance, cooperate with our Customer Support team and follow any instructions provided respectively. In case the termination of the Individual Rental Agreement is not due to any attributable act or omission on your behalf, felyx shall reimburse you the fees associated with your Individual Rental Agreement on a pro rata basis.

## **3. Additional Obligations and Prohibitions**

- 3.1.1. By entering into an Individual Rental Agreement for use of felyx' Services, you undertake to comply with the following obligations and use restrictions in relation to our Services at all times. In particular:
  - a) You will use the felyx E-scooter with care and in accordance with felyx's instructions, any applicable road laws and regulations including but not limited to any traffic or parking rules and regulations.
  - b) You will end the rental period and properly park the E-scooter within the Service Area in the same condition as when you received the E-scooter, except regular wear/tear and the state of battery consumption.
  - c) You will immediately report any Damage to the felyx E-scooter to the Customer Support team.
  - d) You will lock the felyx E-scooter at the end of each use via the felyx App and/or by contacting our Customer Support team if necessary.
  - e) You will ensure that the felyx E-scooter is used only in roadworthy and operationally safe condition.
  - f) You will provide all requested cooperation to obtain compensation from third parties or as a defence against claims from third parties, and to complete and sign any necessary documents in this regard.
  - g) In the event of accidents, damage or loss of the E-scooter, you will report to the local police, submit a fully completed and signed European Accident form to felyx as soon as possible, and in any case no later than 3 days after the event.
  - h) When the authorities (such as the police) ask felyx to provide information about the person who has driven or used the E-scooter, you will provide sufficient assistance and cooperate with felyx upon felyx's request.
  - i) You will stop immediately if a warning light on the dashboard display is illuminated, and you will contact the Customer Support team to determine whether your ride can be continued.
  - j) You will not ride the felyx E-scooter if you do not comply with the requirements for using our Services as stated in these Terms, for example if you have not yet reached the statutory age for driving a moped, you are not in possession of a valid statutory moped certificate or a valid driving license allowing you to ride a felyx E-scooter (in the country you are using the E-scooter), or if you are not authorized in any other manner to use our Services.



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- k) You will not ride the felyx E-scooter while under the influence of alcohol, drugs, or medication that may affect the ability to ride. A strict ban on alcohol applies and thus a maximum blood alcohol content of 0.0‰.
- l) You will not use the felyx E-scooter for cross-country drives, off-road driving, motorsport events or any form of racing, whether or not on public roads or on racetracks, circuits and the like, or to practise for doing so, or to participate in speed driving or competitions, regularity driving, or agility driving or competitions.
- m) You will not use or park the felyx E-scooter on unpaved roads, areas that are locked/inaccessible from time to time (e.g., at night), or private property or other areas for which the E-scooter is not suitable.
- n) You will not rent out the felyx e-scooter or not allow any third parties to use the E-scooters through your User Account.
- o) You will not use the felyx E-scooter for vehicle testing, driving lessons, or commercial passenger transport.
- p) You will not use the felyx E-scooter to convey highly inflammable, toxic, or otherwise dangerous substances in so far as these significantly exceed normal household quantities.
- q) You will not convey objects, persons or substances with the felyx E-scooter which, due to their nature, size, shape or weight, compromise driving safety or may damage the felyx E-scooter (the max. acceptable load is 150 kg).
- r) You will not use the felyx E-scooter for courier services or other commercial transport.
- s) You will not use the felyx E-scooter for committing offences or crimes.
- t) You will not convey more passengers than the number permitted by the registration certificate.
- u) You will not carry out repairs or modifications to the felyx E-scooter yourself, or allow such actions to be carried out by third parties during your Individual Rental Agreement;
- v) You will not use felyx App, or our User Account to scrape information (e.g. number of vehicles, number of rides). If felyx has a reasonable suspicion of any such actions taken by you, felyx reserves the right to permanently or temporarily block your access to your User Account, and take any legal actions if felyx deems so necessary.

#### 4. Fines

- 4.1. You will be individually and independently liable and will pay for any fines, fees, penalties, costs and any applicable charges imposed by governmental and/or other law enforcement authorities including but not limited to parking fines or any traffic rules violations or for any improper, unlawful, or non-compliant use of felyx E-scooters, or any fines, fees, penalties and costs as applicable by felyx and detailed in the [Price List](#) for any acts or omissions resulting in a breach of these Terms ("**Fines**").
- 4.2. In the instance of felyx paying the Fines on your behalf, you undertake to immediately reimburse felyx for any payment of such Fines and any related costs incurred by felyx for handling the payment of the Fine on your behalf. felyx may deduct such Fines and any related costs from your chosen payment method or in case such action proves unsuccessful (for example due to insufficient funds available), felyx reserves the right to request from you an immediate payment of the Fines.

#### 5. Fees, Payments, Disputes and Debt Collection

##### 5.1. Fees

- 5.1.1. By concluding an Individual Rental Agreement, you agree with the per minute fee ("**Fee**"), as amended by felyx from time to time, for the use of our Services as determined in the [Price List](#) and displayed on the felyx website and in the felyx App.
- 5.1.2. The total Fee is calculated per each ride (i.e. per each Individual Rental Agreement), from the moment you unlock the E-scooter until the moment the E-scooter is locked via your User Account within the felyx App.
- 5.1.3. If you are not able to lock the E-scooter and thereby end a ride due to reasons not attributable to you, felyx may at its own discretion decide to reimburse you the minutes not used during the term of the Individual Rental Agreement. In such case you must inform felyx Customer Support team immediately.
- 5.1.4. After the end of each ride, you will be presented within the felyx App with your ride overview and the determined Fee for the respective ride. If applicable, the ride overview will also include the Extended Reservations fee.

##### 5.2. Payment

- 5.2.1. In order to process the Invoice for the use of our Services, we will ask you to create a payment profile associated with your User Account within the felyx App. You may only use our Services if you have provided the necessary information and have completed the creation of the payment profile within the felyx App. You are individually and independently responsible for ensuring the information within your payment profile is accurate and up to date. Any changes to the payment profile can only be performed by you and only through the felyx App.
- 5.2.2. Payments may be made only through the payments methods as provided within the felyx App for the specific country where you are using our Services. felyx may at its own discretion decide to suspend and/or change/replace certain payment methods within the felyx App. You may select and/or change your preferred payment method for the ride/conclusion of the Individual Rental Agreement at any time during the term of the Framework Agreement. You may only do so within the felyx App.
- 5.2.3. In case your payment cannot be processed by felyx for any reason, for example due to insufficient resources or inaccurate/expired payment profile information, felyx reserves the right to suspend your User Account until the outstanding payment is settled by you. Further, if the outstanding payment is not settled by you within the timelines determined by felyx and communicated to you accordingly, felyx reserves the right to assign your outstanding payment to a debt collection agency. Any costs and fees associated with the assignment of your outstanding payment to a debt collection agency shall be paid by you.

##### 5.3. Third – Party Invoicing

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- 5.3.1. If you create your payment profile by using the personal information of a third party (entity, company, or individual), you undertake to obtain that third party's prior written consent. Such consent shall apply both to the payment of felyx services and to any additional fees or fines that may be due, as provided for in these Terms. felyx reserves the right to request evidence in this regard, and you shall provide such evidence immediately upon felyx's request.
- 5.3.2. felyx is entitled, but not obliged, to directly contact the third party whose payment details have been provided by you in order to verify whether you have actually obtained the required consent. If it is suspected that consent has not been obtained, felyx will be entitled to immediately, temporarily or permanently suspend, deactivate or block your access to your User Account within the felyx App.
- 5.3.3. If it becomes apparent that you have not obtained consent for third-party invoicing and, as a result, felyx is left with unpaid claims for the rental of the felyx E-scooter, you must immediately pay the outstanding invoices and you shall be individually and independently liable for any loss/harm incurred by felyx.

## **6. Accidents**

- 6.1. In case of an accident, you will immediately report and register the accident with the local police (that has jurisdiction). If for whatever reason, the police refuses to record the details of an accident, you must report this to felyx's Customer Support team within three (3) days at the latest, at the contact details provided in the felyx App and/or on the felyx website and provide any relevant proof of such accident. In such eventuality, you must discuss the further procedure with the Customer Support team and follow any instructions provided accordingly. This applies regardless of whether the accident was caused by you or by a third party. You may not leave the site of the accident before:
  - the police have completed acquisition of the details of the accident (or, if this is not possible, after notifying felyx's Customer Support team in accordance with clause 6.1. above); and
  - felyx has been consulted and any evidence-protection and damage-reduction measures have been taken; and
  - the felyx e-scooter has been transferred to a repair and recovery company, or has otherwise been securely parked or moved by you if explicitly asked by us to do so, and only under our guidance and instructions.
- 6.2. In the event of an accident involving a felyx E-scooter, you may not accept any liability or issue any liability statement in this regard. If you nevertheless make a statement accepting liability, such shall apply solely to you personally. Neither felyx or its insurers shall be bound by such statement or undertaking.
- 6.3. Regardless of whether an accident has been caused due to your actions or omissions or by those of a third party, an accident report form will be made available to you after the accident has been reported. The Customer must fill in said accident report form in full and return the physical and/or electronic copy of it to felyx within seven (7) days. If felyx has not received the written accident report form within said period, the accident cannot be dealt with by the insurance company. felyx reserves the right in such case to charge you for all costs related to the accident and damage to persons, objects, or vehicles as a result of the accident. Because felyx wants to avoid charging these costs as much as possible, it can pass on the customer's contact details to its insurance company, which will make another attempt to receive the accident report form.

## **7. Insurance**

- 7.1. felyx will maintain any necessary insurances for being to operate Services under relevant local law and regulations, such as third-party liability insurance.
- 7.2. All insurance coverage maintained and provided by felyx in accordance with these Terms and is subject to the terms and conditions of felyx's insurance certificate and/or policy for the specific country in which you are using our Services at the time of the accident.
- 7.3. You may find more information about felyx's insurance, including the insurance policies/certificates and the respective terms of coverage on the felyx website. We strongly advise you carefully read the relevant insurance policy and terms applicable in the country you are using our Services, as failure to comply with the insurance policy and terms may result in your insurance claim being rejected.

## **8. Liability and Indemnification**

### **8.1. felyx's Liability**

- 8.1.1. In so far as permitted under applicable (customer) laws, felyx is not liable, except in the case of a deliberate act or omission or deliberate recklessness on the part of felyx. To the extent that felyx is liable, such liability shall be limited to the amount paid by the insurer to felyx under the applicable insurance policy, in so far as permitted under any applicable laws.
- 8.1.2. felyx shall not be liable for any loss of, or damage to, any item that the Customer stores, transports, or inadvertently leaves behind in or on the felyx E-scooter.

### **8.2. Your Liability and Indemnification**

- 8.2.1. You are individually and independently liable for any and all directly and indirect loss, harm, damage and costs related to or arising out of or during your use of our Services. This includes, but it is not limited to any loss, harm, damage and costs relating to or arising out of any theft of or any damage to the felyx E-scooter and/or the related accessories, any costs and payments incurred by felyx in case of accidents which include but are not limited to expert fees, recovery costs or any other administrative penalties and fines thereof.
- 8.2.2. Any use of additional features provided by felyx on the felyx E-scooter (such as mobile phone holder) is at your own risk and expense. You will solely be liable for any costs and damages incurred as a result of using the additional features.
- 8.2.3. You agree to indemnify, defend and hold felyx harmless, from and against any and all fines, penalties, claims,

**PLEASE READ felyx' GENERAL TERMS AND CONDITIONS IN THE SPECIFIC COUNTRY WHERE YOU ARE USING OUR SERVICES.**

actions, liabilities, losses, expenses, damages and any other costs (including any reasonable legal costs) arising directly or indirectly out of or related to

- a) your negligent or wilful misuse of our Services in breach of these Terms;
- b) your negligent or wilful breach of these Terms;
- c) any negligent or wilful misrepresentation in connection with the content and information directly or indirectly provided by you through the felyx App;
- d) any death or bodily injury to any person and any damage, loss or destruction of any real or tangible property arising from your negligent or wilful use of our Services in breach of these Terms; and
- e) any fines or other penalties arising from your negligent or wilful misuse of our Services in breach of these Terms.

Your obligation to indemnify felyx will survive termination of any Individual Rental Agreement and/or the Framework Agreement.

- 8.2.4. In case of breach of these Terms, felyx may at its own discretion decide to temporarily or permanently suspend or deactivate your User Account with immediate effect. felyx will use reasonable effort to communicate to you any such action taken.

## **9. Termination of the Framework Agreement**

9.1. The Framework Agreement is concluded for an indefinite period of time and can be terminated by either party at any time subject to a prior notice to the other party. If you would like to terminate this Framework Agreement, you may do so by requesting the Framework Agreement termination by email to our Customer Support team at the contact details provided on felyx website and/or within the felyx App. In such case, the termination of the Framework Agreement shall only become effective if and when confirmed by felyx to you. Such termination will lead to the deletion/deactivation of your User Account.

9.2. felyx may at its own discretion decide to permanently or temporary suspend or terminate the Framework Agreement with immediate effect and without prior notice in case of breach of these Terms.

9.3. In case of termination, felyx shall suspend and/or deactivate the User Account and deny any further access to and usage of the Services; and request the immediate return of the felyx E-scooter if available in your possession at the time of the termination; take any appropriate and necessary measures to return the felyx E-scooters if available in your possession at the time of the termination.

## **10. Force Majeure**

10.1. felyx shall not be liable for any loss, damage, default or failure to provide the Services that is caused by circumstances outside of our control, including but not limited to connectivity failures, power outages, riots, fire, flood, windstorm, explosions, war, epidemics, pandemics, Acts of God, legal and governmental restrictions and orders.

## **11. Privacy and Personal Data**

11.1. In order to provide Service to you, we may need to collect and use certain personal data. If you would like to know more about how we collect and use your personal data please read our [privacy statement](#) available on the felyx website and/or within the felyx App.

## **12. General**

12.1. These Terms, the Individual Rental Agreement and the Framework Agreement shall be governed by the laws of Belgium. The Belgian courts shall have the jurisdiction to adjudicate any disputes that may arise from or in connection with these Terms, the Individual Rental Agreement and the Framework Agreement.

12.2. To the extent that any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable that provision shall be struck out of these Terms, and the remainder of the Terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

12.3. You may not, at any time, assign or transfer any rights and obligation under these Terms to any third parties. Any such assignment shall be deemed void.

12.4. Rights and obligations, which by their nature should survive the termination and expiration of these Terms, the Individual Rental Agreement and the Framework Agreement, will survive after the respective termination thereof.

12.5. Felyx may amend these Terms from time to time, including the [Price List](#), in which case you will be notified. Any amendments or revisions shall become effective from the date the updated Terms are made available on felyx website and/or felyx App and as soon as you have been notified of such amendments or revisions. Your continued use of felyx Services, following any amendment or revision, shall be regarded as your acceptance of the relevant amendments or revisions. Customer can terminate the Framework Agreement in accordance with these Terms if the amendments are not acceptable to the Customer.