

## General Terms and Conditions for Rise Electric Sharing System

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

These general terms and conditions (the “**GTC**”) apply to the use of electric vehicles (the “**Vehicles**” or the “**Products**”) provided by Rise Scooters Ltd (“**Rise**”) and operating in the Republic of Cyprus. In case of rentals in other countries or partner systems, the terms and conditions of the partners shall apply.

Paragraphs § 1 – 9 of the GTC define the rights and obligations for the use and rental of the Vehicles. Paragraphs § 10 –20 define the business relationship between Rise as operator of the rental system and its Rider, particularly in relation to the rental and use of the Vehicles.

### §1 Jurisdiction of the Terms and Conditions

- 1) Rise rents Vehicles to registered customers (the “**Rider**”, “**You**”, or “**Your**”) as far as the products and services are available.
- 2) Rentals and returns are possible via smartphone application (The “**Rise App**”).
- 3) Individual agreements made orally between parties before or during the contractual period, deviating from these GTCs must be approved and confirmed in writing by Rise.

### §2 Registration and confirmation

- 1) Application for registration (the “**Application**”) is possible either via Rise App. In order to become a registered Rider, the applicant must be 18 years of age at the time when the Application is approved.
- 2) Following receipt of all relevant personal data, the provider decides whether or not to accept and approve a business relationship with the applicant. As part of the Application process, the provider is authorised to utilise the services of payment partner Cloud Payment to check the creditworthiness of the applicant.
- 3) Upon registration, the applicant shall receive a personal identification number (the “**PIN**”) which may be used to log into the Rise App.
- 4) Approval of the Application shall result in the issuing of an activation notice. This notification may occur orally, in written form, telephonically, via email or SMS.
- 5) Following successful registration, the Rider may rent a Vehicle from any available location point. An overview of such locations may be viewed online at [www.myrise.club](http://www.myrise.club) or via Rise App.
- 6) The registration and membership fees are referred to in the price list available at the website and shall be applicable upon acceptance thereof by the Rider during registration.
- 7) The Rider is obliged to inform Rise immediately of any changes to their personal information which occur during the business relationship with Rise. This includes personal data and information regarding payment (e.g. credit card information).

### §3 Terms and Conditions of Use

- 1) The Vehicles may not be used:
  - a. by persons who are younger than 18 years (unless accompanied by an adult);
  - b. to carry other persons in particular young children or animals;
  - c. for journeys outside of Thessaloniki;

- d. for sub-hiring to third parties;
  - e. by individuals under the influence of alcohol or drugs (zero legal (alcohol) limit) or other illegal substances;
  - f. to transport illegal, flammable, explosive, toxic or dangerous materials or substances;
  - g. to participate in Vehicles races or Vehicles test events or other races or events of any kind without the prior, written consent of Rise;
  - h. off-road or in other areas prohibited by any road traffic and safety laws and regulations, or where it may otherwise not be suitable for this type of city Vehicles;
  - i. if the Vehicles are used under unfavourable weather conditions, (e.g strong wind, rainy weather, stormy weather) or any weather conditions that are unfavourable to Vehicle usage, the Rider may experience these weather conditions to a greater extent in relation to a normal Vehicle. The use of Vehicles during any adverse weather conditions is at Rider's own risk and Rise advises the Riders not to use the Vehicle in such conditions.
- 2) Rider are able to operate our Products in a competent manner. Rider know how to use them and are physically able to do so. You understand that adverse weather conditions can impact safety and you are able to respond accordingly (like adjusting your braking distance in the rain, for example). This may also mean not using certain Products at all. Also note that we don't provide routing directions or advice, so the route you choose is up to you.
  - 3) The Rider is obliged to obey all road and traffic laws and safety regulations, as well as other local laws governing how to use our Products. Please ensure that you have familiarized yourself with these laws as well, which you must follow when you use our Services. Don't use our Services in prohibited areas, and make sure you understand the laws on sidewalk use, parking (don't obstruct or block pedestrian traffic, for example) and alcohol/drug use during operation.
  - 4) Freehand ("no-hands") operation of the Vehicle is not allowed at any time.
  - 5) Rise recommends against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance, add extra weight, or impair safe operation of the Vehicle. If You choose to use such an item, You do so at your own peril; Rise recommends that You ensure the item fits snugly to Your body and does not impede Your ability to operate the Vehicle safely.
  - 6) Rider must not place any objects on the handlebar of the Vehicle, such as backpacks or bags
  - 7) While riding a Vehicle, Rider must not use any cellular telephone, text messaging device, portable music player, or other device that may distract you from operating the Vehicle safely.
  - 8) Rider must not carry a second person or child on a Vehicle.
  - 9) Unauthorized modifications or alterations to the Vehicle or any part thereof are not allowed.
  - 10) The Vehicle must not be parked at a prohibited parking spot. The Vehicle cannot be parked on unauthorized private property, in a locked area, blocking the right of way, or in any other unapproved non-public space. You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down.
  - 11) The Vehicle must be parked in a space that is visible, and in an upright position using the kickstand.
  - 12) Rider agrees that he/she will not use the Vehicle for racing, mountain riding, or stunt or trick riding. Rider agrees that he/she will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal, and/or a nuisance to others. Should unauthorized or improper use of the Vehicle be determined, Rise is authorized to terminate the business relationship and block the Rider from further rentals and usage.
  - 13) Rider must not exceed the maximum weight limit for the Vehicle (100 kg unless otherwise indicated)

- 14) Rider must report any accident, crash, damage, personal injury traffic violation, or stolen or lost Vehicle to Rise as soon as possible. If a crash involves personal injury, property damage, or a stolen Vehicle, Rider shall file a report with the local police department within 24 hours. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle.
- 15) Rider understand, that automotive insurance policies may not provide coverage for accidents involving or damage to this vehicle. To determine if coverage is provided, you should contact to automotive insurance company or agent.
- 16) Rider agrees that traffic violations and related citations, fines or impound charges are at the risk and expense of the Rider, including in connection with improper or unauthorized parking at the end of the rental period.
- 17) Following the successful return of the Vehicle, if the Rider wishes to reuse the returned Vehicle, they shall be required to initiate a new rental process.
- 18) The Rider is not allowed to change the provided lock code or to provide it to third parties. In cases where it is found that a lock has been tampered with, a penalty of € 50.00 will be applied.
- 19) If a Rider leaves the Vehicle to a third party to use it, he/she guarantees that the third party considers our GTC and further takes full responsibility for the actions of any third parties to the same extent as for his/her own actions. When lending the Vehicle to a third person, he/she must be older than 18 years.

#### **§4 Additional Terms of Use**

- 1) Safety Check. Before each use of a Vehicle, You shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. Rider agrees not to ride the Vehicle if there are any noticeable issues, and to immediately notify Rider service to alert Rise of any problems.
- 2) Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (a) the Vehicle is not returned within 24 consecutive hours, (b) the Vehicle's GPS unit is disabled, (c) the Vehicle is parked on unauthorized private property, in a locked area, or in any other non-public space for more than ten minutes after a ride ends, (d) the Vehicle moves more than ten meters after a rental has ended and Rise believes such movement was not caused by another Rider or authorized third party, or (e) other facts and circumstances that suggest to Rise in its reasonable, good faith determination that a Vehicle has been lost or stolen. Rise and Rider agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances suggest otherwise to Rise in its reasonable, good faith determination. If Rise deems a Vehicle lost or stolen, Rise shall have the authority to take any and all actions it deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. Rider agrees the data generated by Rise's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to Rise immediately or as soon as possible.

- 3) Helmets; Safety. Rise recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. Rise do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that none of the Released Persons is liable for any injury suffered by Rider while using any of the Rise Services, whether or not Rider is wearing a helmet at the time of injury. You assumes all risk of not wearing a helmet or other protective gear. You may need to take additional safety measures or precautions not specifically addressed in this Agreement.
- 4) Vehicle Routes. Rider agrees that Rise does not provide or maintain places to ride Vehicles, and that Rise does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic, or other hazards.

## **§5 Vehicle Limitations**

- 1) Unless agreed upon, each Rider is only allowed to rent up to three Vehicle on Rider account at any one given time. Individual arrangements subject to Rise's prior consent are possible.
- 2) Rider agrees and acknowledges that the Vehicles are not available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented during operating hours and within the maximum rental time limits set forth below. The number of Vehicles are limited and Vehicle availability is never guaranteed. Rider agrees that Rise may require you to return a Vehicle at any time.

## **§6 Duration of Rent**

- 1) The chargeable rental period of a Vehicle begins with the provision of the code for the scooter lock by Rise to the you or when the Product is unlocked via scanning QR code in Rise App.
- 2) The Rider has to inform Rise of the end of the rental period in accordance with § 8. Upon provision of this information, the chargeable rent of the Vehicle as well as the rental period to be invoiced will end. The Rider will receive confirmation by Rise App. This shall mark the end of the rental period.
- 3) Maximum rental period is 24 hours.
- 4) Rise must be informed about any problems via the service hotline immediately and the latest at the time of return. Untimely notification of a problem shall mean that any associated Rider claims are invalid.

## **§7 Condition of Vehicles**

- 1) The Rider has to make her/himself familiar with the condition and the appropriate use of the Vehicle before renting.
- 2) The Rider is in addition obliged to check before use, that the Vehicle is in an apparent roadworthy and safe condition. In particular, safety-relevant screw and component fixings, the condition of the frame, handlebars as well as air pressure in the tires and brake systems are to be checked. Should the Rider determine technical defects or deficiencies at the beginning of, or at any point during, the rental period, he/she has to notify Rise and end the rental and use of the Vehicle immediately. If there is a technical defect or deficiencies after rental but before the Rider uses the Vehicle, the rental will be cancelled by Rise.
- 3) Defects such as tire damage, rim defects or gear shift failures must also be reported immediately. If the Vehicle is found without its lock, the Rider is obliged to contact Rise.

- 4) Something could have happened to the Product since its condition was last checked, and Rise need You to tell us if something isn't working properly if you notice it before we do. Please tell us as soon as possible by contacting us at support@myrise.club. If you notice any of these or other issues in a Product before you use, don't use it. Reserve another one instead. If you notice something during use, stop your trip as safely as you can and as soon as possible. If you don't report these issues, Rise may have to attribute them to you, including holding you responsible for any associated costs.
- 5) The Vehicle is an electric Vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric Vehicle and all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:
  - i) The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).
  - ii) The level of charging power in the Vehicle at the time you initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.
  - iii) The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions, and other factors.
  - iv) It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.
  - v) The distance and/or time that you may operate the Vehicle before it loses charging power is never guaranteed.
  - vi) The Vehicle may run out of charging power and cease to operate at any time during Rider's rental of the Vehicle, including before reaching Rider's desired destination.

## **§8 Parking of the Vehicles**

- 1) The Vehicle must be parked in plain sight. The Rider is obliged to follow road traffic & safety regulations and laws when parking. Furthermore, he/she must ensure that the Vehicle does not hinder road safety, that other vehicles and/or traffic is not obstructed and that no damage is done to third parties or their property.
- 2) Without limitation, it is not permitted to park rental Vehicles whether permanently or temporarily as follows:
  - a) at traffic lights;
  - b) at parking ticket machines or parking meters;
  - c) at traffic signs or other signs / billboards;
  - d) on walkways / cross-paths / sidewalks;
  - e) in front of, in or near emergency exits and fire department service zones;
  - f) where the Vehicle covers advertisements;
  - g) to lock the Vehicle at fences of private or public buildings;
  - h) on train and bus platforms;
  - i) on public Vehicle racks;
  - j) in buildings, backyards/ courtyards or within any type of vehicles at any time and for any length of time.

Without limitation to the generality of the aforesaid, it is not permissible to park the Vehicles in any obstructive or illegal manner.

- 3) The Vehicle must be locked properly when not in use, even if the Rider leaves the Vehicle unattended for a short time. More information about how to lock a Vehicle can be found on the Rise App and website [www.myrise.club](http://www.myrise.club). Failure to comply will result in the charging of service fees.
- 4) Additionally, the renting Rider shall be responsible for payment of any official fines and/or claims on the part of any third parties incurred as a result of non-compliance with these GTC or legal regulations.
- 5) The Rider shall not be allowed to park the Vehicles permanently in parks /green spaces or on private property. The Rider shall be allowed to park the Vehicles temporarily on private property only once allowed to do so by any person/s having the authority to grant such permission.

### **§9 Returns of the Vehicles**

- 1) The Vehicles must be returned in the same city and in the same condition as when initially rented for use. The returning of the rental Vehicles outside the defined area of usage is not permitted. Exceptions to this condition shall only apply when expressly approved in writing by Rise.
- 2) The Vehicle must be returned so that it is clearly visible at one of the official zones and locked using the Rise App. All official zones to end can be found on Rise App and website [www.myrise.club](http://www.myrise.club). The Rider is obliged to inform Rise that the rental period is being ended as well as of the exact location of the return. This should be done via the Rise App.
- 3) The Rider is obliged to upload parking picture of the Vehicle via Rise App to confirm the exact location.
- 4) The Rider must be able to provide information about parking to Rise upon request for a period of 48 hours following the rental period.
- 5) Should the Rider not return the Vehicle at a permitted zone as described herein or provide false information or not return the Vehicle correctly, or if the Rider service cannot locate the Vehicle at the allowed zone, an additional service fee up to 100 Euro will be charged by Rise to the Rider in accordance with the current price list as published on Rise App or website [www.myrise.club](http://www.myrise.club) for locating the Vehicle and returning it to an allowed zone and any additional actions that may need to be taken as a result thereof. In case of loss and/or theft of the Vehicle see paragraph § 9 hereof.

### **§10 Rise Liabilities**

- 1) Rise is liable for damages caused by it towards their Riders in case of malicious intent or gross negligence. For all other defaults of contractual obligations (contractual duty) Rise shall be made liable only for reasonable damages adhering to the contract. In all other cases liability on the part of Rise is expressly excluded. Rise is not liable for damages to or loss of items or personal property transported using the Vehicle. In the aforesaid circumstances, Rise is relieved of any liability whatsoever. Other than the aforementioned stipulations, the liability of Rise is expressly excluded.
- 2) Rise shall not be liable in cases of improper and/or unauthorized use of the Vehicle and particularly, but without limitation, in breach of §3,4.

### **§11 Rider Liabilities**

- 1) Use of services and Vehicles provided by Rise occurs at the Rider's sole and absolute risk. The Rider takes full responsibility for damages caused by him/herself. Subject always to §11.2-11.4, the Rider is

solely responsible for any liability claims resulting from actions or events occurring during the rental period or as a result thereof. Claims made by Rise's liability insurer against a Rider remain unaffected.

- 2) The Rider accepts liability from the moment of receiving the lock code or unlocking Vehicle via Rise App until successful return of the Vehicle. If the Rider causes damages due to any negligent behaviour or the Vehicle is stolen because of such, the Rider remains liable according to the costs for material and labor costs or recovery of stolen Vehicles to an amount up to but not exceeding €800.
- 3) This limitation amount does not apply in cases where the Rider has caused the damage intentionally or where the Rider is proved to be grossly negligent in their actions or in cases where the Vehicle has been stolen. In such cases, the amount of liability claims applicable shall be determined by the actual amount and real value of damage incurred.
- 4) The Rider shall be made liable for all costs and damages incurred by Rise due to non-compliance with obligations under these GTC.
- 5) The Rider will be informed immediately in case of any damage and consequent penalty charge as per §11.8 - Rise shall bear the burden of proof in the case of such damage. With the exception of §11.3, for damages notified by Rise after 48 hours after the end of the rental period, the Rider is not liable.
- 6) If the Vehicle is stolen during the rental period, the Rider must report the theft immediately to Rise. The Vehicle identification number must be reported. Furthermore, the Rider shall be liable in the amount of € 800 in the event the Vehicle is stolen and/or lost during the rental period.
- 7) Subject to any limit of liability pursuant to the terms hereof (where applicable), the Rider hereby expressly agrees that Rise has the right to charge the Rider's account directly for losses and/or damages incurred to the Vehicles following rental thereof by the Rider in question and for which the said Rider is liable in accordance with these GTC.
- 8) To be registered to use the Rise Services, you must provide Rise with a valid credit, debit card or prepaid card number and expiration date or other valid payment method information. You represents and warrants to Rise that you is authorized to use any credit, debit or prepaid card or other payment method information you furnishes to Rise. By providing payment method by you, you agree that Rise is authorized to charge you for ride and any other fees incurred by you under this Agreement, including all applicable governmental and regulatory charges and applicable sales and other taxes.

When Rider provide a payment method or in accordance with Rise policies, our system will attempt to verify the information you entered. We do this by processing an authorization hold, which is a standard practice. We do not charge you in connection with this authorization hold. If your payment method expires and you do not update your information or cancel your account, you authorize Rise to continue billing, and you will remain responsible for any uncollected amounts. Rise reserve the right to retry billing all payment method(s) on file after any failed billing attempt. You will remain liable for all such amounts and all costs incurred in connection with the collection of these amounts, including, without limitation, bank overdraft fees, collection agency fees, reasonable attorneys' fees, and arbitration or court costs.

Rider agrees that Rise may, in its sole discretion, pay all traffic tickets, impound fees, fines and/or charges on Rider's behalf directly to the appropriate authority or applicable party. If Rise is required to pay and/or process such fees or associated costs, Rider agrees that Rise may charge Rider for the amount Rise pays plus a reasonable administration charge for dealing with these matters; Rise will provide notice of any such costs or fees.

In the event Rise uses a third party collection and/or administrative agent to resolve any tickets, damages, infringements of law or of this Agreement, fines and/or penalties, Rider agrees to pay all costs and collection fees including, but not limited to, administrative and legal costs to such agent upon demand without protest.

If Rider disputes any charge on Rider's payment method, then Rider must contact Rise within 10 business days from the end of the month with the disputed charge, and provide to Rise all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times of the ride associated with the disputed charge. Rider agrees to immediately inform Rise of all changes relating to the payment method.

If you have agreed to make automatic or recurring payments, such payments will continue until you cancel or your account is terminated. You can cancel by following the instructions on the Rise App. If you cancel, you may use any remaining balance on your account but may not be able to continue using Rise Services until you have reauthorized an applicable payment method. We may continue to charge you payment method for any additional fees or charges incurred under this Agreement.

- 9) Without prejudice to any other rights it may have whether by law or contract, Rise has the right to charge a penalty fee for misuse of the Rise services as follows:
- a. Lock code tampering including code change @ €100
  - b. Replacement of a missing or damaged lock @ €100
  - c. Return of Vehicle to a non-official station @ €100 plus €2 per km from nearest official zone.
  - d. For any other damages or losses, including the Vehicle(s) not be returned in their condition when initially rented, Rise is entitled to charge a penalty fee up to €800. The Rider will be notified of the penalty charge in accordance with §10.5.

### **§12 Rider Obligations in Case of Accident**

In case of an accident, whether involving the Rider and/or third parties and/or their property and/or other persons, the Rider is obliged to report the accident to Rise immediately. Failure to do so on the part of the Rider shall result in the Rider being liable for damages incurred by Rise owing to infringement of said obligation.

### **§13 RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.**

**In exchange for Rider being allowed to use Rise Services, Vehicles, and other equipment or related information provided by Rise, Rider agrees to fully release, indemnify, and hold harmless Rise and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, and to the fullest extent permitted by law any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) in which Rider utilizes Rise Services, and every property owner or operator with whom Rise has contracted to operate Rise Services and all of such parties' owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns (collectively, the "Released**



Persons”) from liability for all “Claims” arising out of or in any way related to Rider’s use of the Rise Services, Vehicles, or related equipment, including, but not limited to, those Claims based on Released Persons’ alleged negligence, breach of contract, and/or breach of express or implied warranty, except for Claims based on Released Persons’ gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

“Claims” means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney’s fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Rise Services, including any of the Vehicles, placement, equipment, maintenance, related information, this agreement or (b) Rider’s use of any of the foregoing.

To the fullest extent permitted by law, and as to Rider’s use of any of the Rise Services, Vehicles, or related equipment, Rise and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. All of the Rise Services, Vehicles, and related equipment are provided “as is” and “as available,” and Rider relies on them at Rider’s own risk.

Rider is aware that Rider’s use of any of the Rise Services, Vehicles, and related equipment involves obvious and not-so-obvious risks, dangers, and hazards that may result in injury or death to Rider or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:• vehicles and other objects;

- pedestrians;
- traffic;
- Vehicle or component malfunction;
- road conditions;
- weather conditions;
- failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 3.3;
- commission of any of the prohibited acts listed in Section 3.1;
- failure to perform the required safety check pursuant to Section 3.1 and 7.5;
- failure to wear a helmet where required by law; and
- negligent acts or omissions by Rise, any other Released Person, Rider, or third party.

**Rider is solely and fully responsible for the safe operation of Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. Rider assumes full and complete responsibility for all related risks, dangers, and hazards.**

**To the fullest extent permitted by law, this release and hold harmless agreement includes any and all Claims related to or arising from the sole or partial negligence of Rise, the Released Parties, any Municipality or any other party. Rider hereby expressly waives any claims against the Released Parties, any Municipality or any other party which Rider does not know or suspect to exist in his or her favor at the time of use of Rise Services, and expressly waives Rider's rights under any statutes that purport to preserve Rider's unknown claims.**

#### **§14 Confidentiality of Rider Information**

- 1) The Rider is responsible for preventing unauthorized use of the Rider's user data by third parties. This applies, in particular, to their personalized PIN/password.
- 2) Rise expressly states that our employees are not authorized to and will never request or ask for the Rider password.
- 3) The Rider may change the personal data anytime and as often as he/she wants.
- 4) Should the Rider have reason to believe that his/her user data has been compromised or misused, they are to inform Rise of this fact immediately.
- 5) The Rider may deactivate their account either online at Rise App or by means of written notification sent to Rise at support@myrise.club

#### **§15 Termination**

At any time and from time to time, and without Rider's consent, Rise may unilaterally terminate Rider's right to use the Rise Services, in Rise's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Rise Services at any time; provided, however, that (i) no refund will be provided by Rise, (ii) the term of this Agreement continues in accordance with this Agreement, and (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Rise Services, regardless of how the Agreement is terminated.

#### **§16 Fees, Prices and Calculations**

- 1) Rise's calculation of all fees and services shall be charged on the basis of the prices valid at the beginning of each individual use of Vehicle. Rental fees are to be taken from the current price list available through the Rise App or website.
- 2) Special rates (e.g. Annual rate) or gift certificates are valid for and may only be used by the person to which they were specifically issued in accordance with the current price list, promotion and/or offer.
- 3) The Annual rate is valid for 12 months following the order. The validity is automatically extended, unless the Rider cancels the tariff in writing or per e-mail at least 4 weeks prior to expiration.
- 4) Cancellation of special rate agreements does not result in the automatic deactivation of a Rider account with Rise. Should the Rider wish to deactivate an account, this may be done either online at [www.myrise.club](http://www.myrise.club) or via Email to support@myrise.club.
- 5) The Rider may log in to his/her account to view the cost from the time of rental and / or to view any charges therefor. No automated message will be sent to the Rider by text or otherwise for charges

made. Automated messages shall only be sent to the Rider solely in the event the charge/top-up of Rider's account has not been successful.

### **§17 Payment and Delayed Payment**

- 1) The Rider is obligated to pay the billed amounts by means of credit card or electronic transfer (direct debiting). To proceed payment with direct debit please contact support team. The Rider may change their preferred method of payment at any time.
- 2) Should it be impossible to process a direct debit due to insufficient funds in the Rider's account or for other reasons for which the Rider is responsible, Rise will charge the Rider with the additional expenses incurred in accordance with the current price list published at [www.myrise.club](http://www.myrise.club) unless the Rider is able to show that the actual expense incurred was lower. In individual cases and insofar as the Rider is unable to show that the expense was indeed lower, the claims made by Rise may amount to but not exceed the actual expenses incurred.
- 3) If the Rider defaults in payment, default interest will be charged at a rate of 5 percentage points over the base interest rate. Reminder fees in accordance with additional administrative effort and expense incurred shall also be charged to the Rider.
- 4) If the payment is delayed, Rise is authorized to demand the entire claim and to discontinue its service until the Rider meets his/her obligations.

### **§18 Billing, Rental Lists, Controlling**

- 1) Rise invoices its Rider according to the current rate and price list as available at [www.myrise.club](http://www.myrise.club). Finalized rental processes (including costs and time periods) may be viewed by the Rider in their account at [www.myrise.club](http://www.myrise.club) and in the Rise App. This listing of all completed rental processes does not include items which are extraordinary and cannot be included by the automated system (such as fees due to contractual non-compliance and/or service fees).
- 2) Debiting of the Rider's account occurs automatically. Rise does reserve the right, however, to demand payment by Rider either per telephone or in written form.
- 3) Objections to debited charges must be submitted in writing to Rise within 14 days of the charge in question. Any refunds due will be credited to the Rider's Rise account and applied to the next due payment.

### **§19 Privacy Policy**

- 1) Rise collects, stores and uses Rider personal data, where it is necessary to fulfill its contractual obligations or the realization of the contract between the Rider and Rise or to fulfill any other legal duty. Rise is obligated to use that data only in compliance with the provisions set forth in the General Data Protection Regulation.
- 2) Rise is entitled to disclose information about the Rider to investigating authorities and to the necessary extent, in particular the Rider's address, should proceedings be initiated against the Rider for a civil or criminal offence.
- 3) For the purpose of payment, the Rider's payment data will be transferred to our payment partners for verification and accounting of the rental fees. Following the registration process, this data is no longer visible to employees of Rise.
- 4) Further information regarding the use, administration and processing of personal information may be viewed in our Privacy Policy (online at ( <http://myrise.club/upload/privacy.pdf> )

## §20 Further Provisions

- 1) The laws of the Republic of Cyprus apply hereto and take precedence and the Courts of Limassol shall be the legal domicile for any disputes arising from or in connection with a Rider's use of the Rise rental system as well as use of it in Cyprus, even if the Rider does not have a place of general jurisdiction in Cyprus or has transferred his/her place of residence or usual abode to a country other than Cyprus after conclusion of the contract or if the Rider's residence or usual abode is unknown at the time of the legal dispute's arising or when the Rider is a registered trader or legal entity under public law or has public special assets.
- 2) Verbal auxiliary agreements do not exist.
- 3) The Services are our exclusive property, and your use of them does not transfer any ownership rights to you. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access, and except for the limited license granted to you above, all rights therein (including all intellectual property) belong to us or our licensors. You may not use content from our Services without our express prior permission or as otherwise permitted by law. These Terms do not grant you the right to use any trademarks, branding or logos used in our Services or otherwise, including in any advertising or publicity or to imply our endorsement in any way. Please do not obscure or alter any legal notices displayed in, along with or in connection with our Services.
- 4) You may at times be invited to submit content to us (like a comment to a blog post, to participate in our communities or provide user tips). You retain ownership of this content but we ask that you make sure you have the right to submit it to us in the first place, because when you submit it, you give us (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute it as well as your name, voice and/or likeness if also submitted and to the extent permissible by applicable law. This license continues even if you stop using our Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you. Any content you submit is deemed non-confidential.  
Do not submit any content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful or otherwise offensive (we will be the judge of whether your content meets any of these descriptions). The same goes for "spam" or unsolicited advertising. Submission of any of the following may result in suspension or termination of your user account, including where required by law). We have the right, but not the obligation, to review, monitor or remove your content at any time for any reason without notice, subject to applicable law.
- 5) You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services (including the App) and any updates thereto. We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.