

# Terms of Use

Below you will find our Terms of Use.

Our special terms and conditions for the product "Grover Care" ("BGB Grover Care") can be found [here](#).

These terms and conditions ("Terms and Conditions") apply to every order you make from 01.04.2020. If you have any questions or do not want to accept the terms and conditions, our customer service is always happy to help you by phone on +49 (0) 30 30 80 82 51 or by e-mail at [help@grover.com](mailto:help@grover.com).

## 1. Scope of Application

These Terms of Use apply to all agreements, which are concluded regarding services provided at [www.grover.com](http://www.grover.com) (hereafter "website"). The customer's contractual partner is subject to the rented goods:

- Grover Group GmbH (Holzmarktstr. 11, 10179 Berlin, Commercial Register: Amtsgericht Berlin-Charlottenburg, Commercial Register Number: 166467B, VAT Identification Number: DE300852104), hereafter "Grover Group" or
- Grover Finance I GmbH (Holzmarktstrasse 11, 10179 Berlin, Commercial Register: Amtsgericht Berlin-Charlottenburg Commercial Register Number: 181384B, VAT Identification Number DE300852104), hereinafter referred to as "Grover Finance I" or
- Grover Finance II GmbH (Holzmarktstrasse 11, 10179 Berlin, Commercial Register: Amtsgericht Berlin-Charlottenburg Commercial Register Number: 202381B, VAT Identification No. DE300852104), hereinafter referred to as "Grover Finance II".

Grover Finance I and Grover Finance II are subsidiaries of Grover Group and Grover Group is the sole shareholder of Grover Finance I and Grover Finance II (affiliated companies). Grover Group, Grover Finance I and Grover Finance II hereinafter referred to as "Grover Company Group".

Customer will be informed of the contracting party (Grover Group or Grover Finance I or Grover Finance II) via e-mail in text form. The Grover Group or the Grover Finance I or the Grover Finance II, hereinafter referred to as "Grover," will be the "provider" within the meaning of these terms and conditions.

In case the contracting party is Grover Finance I or Grover Finance II, it is represented by its parent company, Grover Group who exercises the rights and obligations arising from the contracts on behalf of Grover and handles these for Grover Finance I or Grover Finance II.

Grover Finance I or Grover Finance II are entitled to transfer the contractual relationship and all existing rights and obligations from these terms and conditions and the respective contract even without the cooperation of the customer by way of a contract with debt-discharging effect on the other company (Grover Finance I or Grover Finance II).

The customer hereby irrevocably agrees to a corresponding contract takeover within the Grover Company Group. The time of the aforementioned contract entry and the new contractual partner (Grover Finance I or Grover Finance II), the Grover Group on behalf of Grover Finance I and Grover Finance II will communicate to the customer in writing in text form. The customer undertakes to cooperate immediately in the contract takeover upon request .

Some clauses only apply to you if you are a consumer (“Verbraucher”) according to Section 13 German Civil Code (hereafter “BGB”) or entrepreneur (“Unternehmer”) according to Section 14 BGB. You are a consumer if you use the software for purposes neither mainly associated with your commercial activities nor mainly associated with your self-employment. An entrepreneur is a natural person, legal entity or partnership, which or who acts within their commercial activities or their self-employment when concluding this contract. The provider expressly makes clear any limitation of applicability of the respective clause.

The agreements made between the provider and the customer result exclusively from the following Terms of Use, the [Privacy Policy](#), and the rental and purchase confirmation. Deviating or supplementary regulations of the customer do not apply. They do not apply even if the provider does not explicitly object to them. The contract language is English. The Terms of Use may be displayed and saved as a PDF [here](#). The customer is also entitled to print the Terms of Use.

## **2. Subject of the Contract**

This contract regulates the rental as well as the subsequent possible purchase of new and used goods (hereafter "goods") via the website.

The hiring can also take place through the intermediary of a stationary dealer used by the provider as a distribution partner (hereinafter "cooperation partner"). For this purpose, an online portal is used in the premises of the cooperation partner, which the provider makes available to the cooperation partner for the distribution of goods (hereinafter "sales portal"). Via the sales portal, the customer selects the product(s) available from the cooperation partner and makes a rental request. The order is then made to the customer using his smartphone via the website (see section 3.a. (ii.)). For details of the respective offer, please refer to the product description on the offer page (hereinafter “Offer Presentation”) or in the sales portal used by the cooperation partner.

## **3. Conclusion of the Rental Contract, Dispatch of the Goods**

### *a. Conclusion of contract*

(i) When ordering through the website:

(a) Order:

The presentation of the goods on the website is non-binding, i.e. they do not constitute a binding offer to conclude a rental agreement. The customer can only place an order as a registered customer.

The order process leading to the contract includes the following steps:

- Selection of the goods in the desired specification (type of object, duration of contract / frequency of payments, as well as the size and color of the object, where applicable)

- Putting the goods in the cart
- Entering the billing and delivery address
- Selection of the payment method
- Confirmation by the client that no insolvency proceedings have been opened, have been initiated or are imminent in the foreseeable future (if requested).

The customer only submits a binding offer to conclude a contract by clicking on the button "Confirm Order". Before, the details of the customer's order are displayed on an overview. The customer can correct the entries by using the change buttons. With the order of the goods the customer will receive a non-binding confirmation of the rental inquiry. Upon successful completion of the order, the customer receives an e-mail from the provider accepting the rent of the selected goods, hereafter "order confirmation". The order confirmation will be sent by Grover Group -subject to the provider of the goods - in his own name or on behalf of Grover Finance I or Grover Finance II. Upon receipt of this order confirmation the rental agreement is concluded.

(b) Order renewal:

Customer may renew current orders with effect from the beginning of the next full month of the contract period via the customer account. The offer to renew is non-binding, i.e. it does not constitute a binding offer to extend the rental contract. The customer can only place an order as a registered customer.

The order process leading to the contract includes the following steps:

- Selection of the corresponding goods in the customer account
- Selection of the desired contract period

The customer only submits a binding offer to conclude a contract by clicking on the button "Accept new payment terms". Upon successful completion of the renewal request, the customer will receive an e-mail from the provider confirming the renewal of the lease, hereinafter referred to as "Order Confirmation". The order confirmation is sent by Grover Group - subject to the provider of the goods - in his own name or on behalf of Grover Finance I or Grover Finance II. Upon receipt of this order confirmation, the contract for the renewal of the lease is concluded. The new contract starts with the next due monthly payment. A change to a shorter minimum term is not possible.

(ii.) When ordering through a cooperation partner:

The presentation of the goods in the distribution portal is non-binding, i.e. they do not constitute a binding offer to conclude a rental agreement. The customer may be registered for the order by the cooperation partner or, if he is already registered, place an order as a registered customer.

The order process leading to the contract includes the following steps:

- Selection of the goods in the desired specification (type of object, duration of contract / frequency of payments, as well as the size and color of the object, where applicable) with the help of the cooperation partner via the sales portal

- Creation of a new customer account or access of an existing customer account by the cooperation partner via the sales portal
- Identity and age check by the cooperation partner
- Sending of the customer's rental request by the cooperation partner via the sales portal
- Confirmation of the request by the provider via e-mail to the customer
- Verification of the mobile number by the customer via his smartphone (only with new registration by the cooperation partner)
- Selection of the payment method by the customer on his smartphone.

The customer only submits a binding offer to conclude a contract by clicking on the button "Confirm Order" on his smartphone. Before, the details of the customer's order are displayed on an overview. The customer can correct the entries by using the change buttons. With the order of the goods the customer receives a non-binding confirmation of the rental inquiry. Upon successful completion of the order, the customer receives an e-mail from the provider accepting the rent of the selected goods (hereafter "order confirmation") by e-mail. A rental agreement is concluded as with the order via the website (see section 3.a. (i.)) upon receipt of the order form.

#### *b. Customer and access data*

The customer assures that all data provided by him during registration or order (e.g. name, address, e-mail address, bank details, VAT-ID) are correct and that he has not used any data from third parties. The customer undertakes to inform the provider immediately of any changes to the data. The customer is liable for the misuse of the access data by third parties, insofar as he is responsible for this. This may also result in him being obliged to pay usage fees for goods that he has not ordered himself.

For the personal data of the user collected during registration, our [privacy policy](#) applies.

With the order the provider enters into contractual relationships only with persons of legal age who are fully contractually capable. We ensure the minimum age by using a reliable procedure including a personal identity and age check. Orders can also be made by a legal entity or partnership. The registration of a legal entity or partnership as a customer may only be carried out by a natural person who is authorized to represent or a person authorised by the representing person, who has to be named, hereinafter referred to as "authorized representative".

#### *c. Shipping or delivery of the goods:*

(i) When ordering through the website: If the goods are ordered via the website, the goods will not be sent until the customer has paid the first month's rent. As long as the condition of the successful first payment is not fulfilled, the provider is entitled to retain the goods. No usage fee is payable for the period between dispatch of the goods and their delivery to the customer (see clause 7.). The rent against payment does not begin until the goods have been delivered to the customer.

(ii.) When ordering through a cooperation partner: If the goods are ordered through the intermediary of a cooperation partner, the goods are handed over to the customer by the cooperation partner after conclusion of the contract and payment of the first monthly rent. In the case of corporate customers,

the delivery is made exclusively to the authorized representative. Upon delivery of the goods the rent against payment begins.

#### **4. Purchase of the rental object**

Where offered by Grover, the customer may have, upon conclusion of the Rental Agreement, the right granted by Grover to purchase the goods through the website at a later date, hereinafter referred to as "Purchase Option".

*a. Purchase price:* the purchase price results from the presentation of the offer on the website or in the sales portal. The price is understood as gross price including the statutory value added tax valid at the time of the order. The shipping costs are calculated separately. If the customer makes use of the purchase option, the rent paid by the customer until the exercise of the purchase option leads to a partial deduction of the purchase price, as stated in the offer presentation.

*b. Conclusion of the purchase contract:* The customer makes a binding offer to conclude a purchase contract for the goods only by clicking the "Pay now" button. Before, the details of the customer's order are displayed on an overview. The customer can correct the entries with the help of change buttons. Upon successful completion of the order, the customer receives an e-mail from the provider confirming the purchase of the selected goods (hereafter "confirmation of purchase"). The confirmation of purchase will be sent by Grover Group - subject to the provider of the goods - in his own name or on behalf of Grover Finance I or Grover Finance II. Upon receipt of this purchase confirmation, the purchase contract is concluded between customer and provider.

*c. Terms of payment and delivery:* The customer is obliged to pay in advance, whereby only the payment methods mentioned in section 10, paragraph 1 are available to him. Payment is due immediately after conclusion of the purchase contract. The terms of delivery stated in section 7 of these Terms of Use shall apply.

#### **5. Right of Withdrawal**

If the customer is a consumer and has rented the goods through the website (clause 3.a. (i)) or purchased (clause 4), he is entitled to withdraw from his contractual declaration ("Widerrufsrecht"). Customers who are entrepreneurs and customers who are consumers and have rented the goods through a cooperation partner have no right of withdrawal (Section 3.a. (ii.)).

Information about the conditions of the exercise of the withdrawal of [rent](#) and [purchase](#) and its legal consequences are provided in the separate instruction on withdrawal that is hereby referred to. If the customer withdraws from the purchase contract, he does not have to send the goods back to the provider contrary to the information in the instruction on withdrawal, under the condition that he rents the goods. In the event of withdrawal by the customer, the provider, when repaying the amount due to you, reserves the right to use a different method of payment than the one the customer used.

#### **6. Rental Start, Contract Period, Termination**

If the customer has rented the goods via the website (section 3.a. (i.) (a)), the term of the lease begins with delivery of the goods to the customer, hereinafter "delivery", if the term is extended (section 3.a. (i) (b)) with the next due monthly payment, upon conclusion of the rental agreement with the help of a cooperation partner (clause 3.a. (ii.)) with delivery of the goods to the customer or the authorized representative by the cooperation partner. The goods are regarded as delivered within the meaning of

this provision if the provider commissioned by the provider has delivered the goods to the customer. The term of the contract and the right of termination depend on the choice of the customer when placing the order.

Unless otherwise agreed:

a) *In the case of a certain minimum term*: The contract is concluded for the term specified at the time of ordering. The parties have the right to terminate the contract with one month's notice to the end of the contract period without giving reasons. If the parties do not make use of this right of termination, the contract is automatically extended for an indefinite period with the right of termination under the conditions of "pay-as-you-go" described under (b).

b) *In the event of an indefinite contract term, so-called "pay as you go"*: The contract is concluded for an indefinite period. Both parties have the right to terminate the contract monthly without giving reasons. The right to extraordinary termination for good cause remains unaffected. The provider is especially but not exclusively entitled to extraordinary termination, in case of

- rent

- default of payment with two successive usage fees to be paid;

- purchase

- late payment of the usage fee, if the customer has already been reminded before or reminded due to repeated delay of payment;

- sustainable seizures or other compulsory execution measures directed against the customer or judicial or extrajudicial insolvency proceedings opened against the customer;

- the unauthorized transfer of the goods to third parties;

- the considerable risk to the goods due to lack of care or improper and unlawful use; or

- for other important reasons on the part of the provider.

If there are several rental agreements between the provider and the customer, and the provider is entitled to terminate a rental agreement without notice for good cause, he may also terminate the other rental agreements without notice if the maintenance of the other rental agreements is unreasonable for him due to grossly unfaithful conduct on the part of the customer. This is particularly the case if the customer

- willfully damages a rented object;

- culpably conceals damage to the rented object from the provider or tries to conceal such damage;

- willfully causes damage to the provider; or

- uses a rented object during or for committing intentional criminal offences.

Termination must be in text form. The customer can also cancel the contract online in the customer portal by pressing the "End your rental" button and then returning the goods. The cancellation becomes effective upon receipt by the provider. If the provider terminates a rental agreement, the

customer is obliged to return the rented items including all accessories to the provider without delay. Payments made in advance will not be refunded, regardless of when the customer returns the device.

## **7. Delivery Conditions**

If the customer has rented the goods via the website (section 3.a. (i.) (a)), the following terms of delivery apply. The product will be delivered to the shipping address provided by the customer. The provider is entitled to partial deliveries to a reasonable extent. Should the provider when processing the order discover that the product ordered by the customer is not available despite careful examination of the stock and for reasons for which the provider is not responsible, the customer will be informed by e-mail and a contract will not be concluded. If the provider has previously accepted the contract offer of the customer by the rental or purchase confirmation, the provider is entitled to withdraw from the contract. Any payments made will be reimbursed immediately. The delivery times stated in connection with the presentation of the offer are approximate. They shall therefore only be deemed to have been agreed as approximate. If the stated delivery date is exceeded by more than four weeks, each party is entitled to withdraw from the contract. If the provider is not responsible for a permanent obstacle to delivery, in particular force majeure or non-delivery by his own providers, although a corresponding covering transaction was concluded in good time, the provider has the right to withdraw from the respective contract with the customer. The customer will be informed immediately and any services received, in particular payments, will be refunded. The obligation to compensate for damages caused by delay is limited to foreseeable, typically occurring damages. This limitation of liability shall not apply in the event of intentional or grossly negligent breach of contract. The above limitation of liability shall not affect the provider's liability for delay due to culpable injury to life, body and health.

## **8. Retention of Title**

The supplied goods remain in the property of the provider

- a) in case of a rent permanently,
- b) in case of a purchase until full payment of the purchase price.

During the rental period, the customer may not transfer the use of the goods to a third party without the prior written consent of the provider, in particular not sell, give away, rent or lend. The free use of the goods by persons or employees of the customer belonging to the customer's household is excluded from this.

The customer is obliged to keep the goods free from third party rights for the duration of the rental and upon conclusion of a purchase contract until the purchase price has been paid in full.

The customer may not change the goods. No change to the goods is a rectification of the defect in accordance with the requirements of Section 536a (2) BGB or wear and tear of the goods as a result of the contractual use within the meaning of Section 538 BGB. The customer is not entitled to reimbursement of expenses for changes made by him in accordance with Section 539 (1) BGB. The provider is entitled to restore the original condition after the end of the contract at the customer's expense. The customer is released from his obligation to pay if the original condition can only be restored with disproportionate effort.

## **9. User Fees, Shipping Costs**

The provider charges usage fees for the use of the goods. The amount of the usage fees results from the presentation of the offer on the website or the sales portal. The total price is calculated from the following components: Usage fee per month times number of months. All prices are final prices and include the statutory value added tax. In addition to the final prices, depending on the type of dispatch, further costs will be incurred, which will be displayed before the order is dispatched.

The Provider is entitled to change the user fees for the next contract term. The provider will inform the customer at the latest six weeks before the change comes into force. If the customer does not agree to the change, he may terminate the contract of use up to two weeks before the change takes effect. If no notice of termination is given, the customer's consent to the price change is assumed. The provider will separately notify the customer about the possibility of termination and the deadline to do so.

If the customer sends the goods back to the provider without the accessories made available by the provider together with the goods or the goods are incomplete, the customer is obliged to return the missing accessories or missing components within one month at the request of the provider. If the customer does not return the missing accessories or missing components within one month despite the supplier's request, the provider is free to request the residual value of the missing accessories or missing component, which is calculated on the basis of the current market value.

If the customer returns the goods with password protection, linked to a personal account or with another lock that excludes or impairs the use of the goods by third parties, the provider will send the goods back to the customer at the customer's expense for unlocking. In this case, the customer is obliged to return the goods to the provider unlocked at his own expense within one month of receipt of the goods. If the customer does not send the goods back to the provider unlocked within one month, and is responsible for this, the provider is free to request the residual value of the goods from the customer, which is calculated based on the current market value of the rented goods.

## **10. Payment**

The payment is processed by Grover Group - depending on the provider of the goods - in its own name or on behalf of the provider. Payments to Grover Group shall be deemed payments to the respective provider. The customer only has the following options for payment: payment service provider (e.g. PayPal), credit card, SEPA Direct Debit and, if expressly agreed, bank transfer. When using a payment service provider, this enables the provider and the customer to process the payment among themselves. The payment service provider forwards the customer's payment to the provider. Further information can be found on the website of the respective payment service provider. When paying by credit card, the customer must be the legal cardholder. The final credit card will be charged when the rental request is confirmed. In the course of a SEPA direct debit, the bank's BIC and the customer's IBAN are required. By selecting the SEPA direct debit procedure, the customer authorizes the provider to collect payments from his bank account by direct debit. At the same time, he instructs his bank to redeem the direct debits drawn by the provider on his bank account. The customer's bank account is debited after the order has been completed. Under the terms agreed with his bank, the customer can request reimbursement of the amount debited within eight weeks, starting with the debit

date. The customer can view his SEPA direct debit mandate in his customer account at [www.grover.com](http://www.grover.com) and revoke it in accordance with § 675p BGB.

The usage fees are to be paid by the customer in advance and independent of the actual time of use of the object and will not be refunded if the customer returns the object to the provider before the end of the contract term. There is no entitlement to partial reimbursement or crediting. In the case of a contract with a minimum term, the usage fee is due upon conclusion of the rental contract, but before dispatch of the goods (see section 3, paragraph 5) (cf. section 1) and subsequently on the first day of the first month of the respective contract extension. In the case of a contract with an indefinite term, the first monthly installment is due on conclusion of the rental contract, but before dispatch of the goods (see section 3, paragraph 5) on the first day of the new month of use. If the customer is in default of payment, the provider is entitled to charge default interest in the amount of 9 percentage points above the base interest rate, unless the customer is a consumer. In this case, the default interest shall be 5 percentage points above the base interest rate. The provider reserves the right to prove a higher damage. With respect to the payment claim of the provider, customers may only set off claims that the provider does not contest or that have been legally recognized against the payment claims of the provider. This shall not apply if the customer's claim has arisen from a claim in kind entitling the customer to refuse performance. Customers may only exercise a right of retention if their counter-claim is based on the same contractual relation.

## **11. Responsibility of the Customer and Reduction of the Self Participation**

The use has to be carried out with customary due care while minimizing the expected damages. In the event of any damage or other impairment of the rented object during the rental period, the customer is obliged to inform the provider immediately in writing of all details of the event which led to the damage of the object. In the event of damage to and other violations of the rental contract concluded between the customer and the provider, the customer is generally liable in accordance with the statutory provisions. If the customer is obliged to pay compensation to the provider, his percentage excess per case of damage - unless otherwise agreed - is reduced to 50% of the damage incurred. The reduction of the excess does not apply in case of loss of the goods and of rental of drones.

## **12. Specific rules of use of**

### **a) Drones**

When using drones, the legal requirements applicable to the use of drones as well as the manufacturer's operating instructions must be observed.

The customer must ensure that he

- has an ascent permit, insofar as this is required by the German Air Traffic Act ("Luftverkehrsgesetz", LuftVG) and the German Air Traffic Regulations ("Luftverkehrsverordnung", LuftVO);
- has sufficient liability insurance for the use of the drone;
- observes the legally permissible height of ascent for drones;

- observes regulations prohibiting the ascent and operation of drones at certain locations and in certain zones and situations;
- observes the care required in traffic during use, i.e. in particular, but not exclusively, that he controls the drone only within sight, refrains from using drones over crowds and in bad weather conditions, refrains from flying a drone under the influence of alcohol and allows children to use drones only under supervision; and
- complies with data protection regulations in the production, publication and distribution of images and film recordings using drones and observes the personal rights of the persons depicted.

The provider expressly points out to the customer that, if the customer uses the drone for commercial purposes, the drone is an aircraft within the meaning of the LuftVG, with the consequence that the customer, due to his power of disposal over the drone as owner, is subject to strict liability and the conclusion and proof of liability insurance is legally obligatory. The customer is exclusively liable for damages resulting from non-compliance with legal regulations and improper use of the drone.

#### b) E-Scooters

When using and operating e-scooters, the legal requirements and laws applicable to the use and operation of e-scooters on the road and the laws of road safety as well as the [manufacturer's operating instructions](#) must be observed.

The Customer has to:

- be at least 18 years old or has reached the legal age;
- have experience or minimum skills with driving e-scooters;
- be familiar with the operation and the safe handling of e-scooters;
- have a minimum of knowledge of driving and of the local traffic regulations.

The Customer has to ensure that he

- drives and uses the e-scooter exclusively on public roads in Germany;
- inquires in detail before using the e-scooter in accordance with the legal requirements and requirements of e-scooters;
- has sufficient liability insurance for the use of the e-scooter according to the applicable regulations; and carries the third party liability insurance certificate provided by Grover with him each time, when he uses the e-scooter. In case of renting the e-scooter, Grover as holder of the insurance policy concludes the third party liability insurance for the Customer. The insurance certificate is provided to the customer upon the e-scooter is handed over to the Customer;
- uses and operates the e-scooter according to road traffic regulations on its use and operation;
- is familiar with the e-scooter before operating the e-scooter;
- when using, observes the care required in road traffic;
- drives the e-scooter only on the intended routes and he wisely drives;
- uses protectors to ensure his safety while operating the e-scooter;

- always drives carefully and prudently, so as not to endanger himself and others.

The e-scooter is electronically operated and intended for adults. Never allow more people to drive at the same time.

The Customer may not make jumps or dangerous tricks with the e-scooter.

The Customer should avoid the night driving. For night driving, the Customer should turn on the lights.

The e-scooter must not be used below  $-5^{\circ}\text{C}$  and above  $45^{\circ}\text{C}$  outside temperature.

In case of very bad road conditions, the Customer should drive slowly or, if necessary, dismount and push the e-scooter.

The Customer may not drive the e-scooter if the road is slippery.

For the safety of the Customer, the e-scooter should always be set correctly (height of the handlebar, tightened screws, etc.)

The Customer should regularly check the e-scooter before use.

The Customer should avoid driving on rainy days. If the Customer drives in the rain, it is urgently necessary that the rubber cap closes the charging socket properly. The Customer should remember that rainy roads can be very slippery, and it represents an additional risk of accidents.

Whenever the e-scooter is not charged, the Customer should ensure that the rubber cap closes the charging socket. Only in this way is a tightness guaranteed.

The Customer should check the e-scooter every three months, if necessary, grease the joints or retighten the screws.

The Customer may not leave the e-scooter in the rain or permanently wet places.

The e-scooter may only be driven with a maximum weight of 100 kg and a maximum speed of 20 km/h.

For damage resulting from non-compliance with the law and the improper use of the e-scooter, the Customer will be only liable.

The rental of multiple e-scooters by a Customer without expressed permission of the Provider is not allowed.

In the case of simultaneous rental of multiple e-scooters, the responsibility of the Customer is extended to the Customer in accordance with these General Terms and Conditions for each e-scooter and the Customer is thus responsible for the performance of the other e-scooter drivers.

The Customer and every user of the e-scooter should

- have experience and be familiar with the operation and safe use of the e-scooter;
- have adequate physical and mental fitness for driving the e-scooter;

- know the traffic rules of the city as well as the rules and local, municipal and state laws regarding the use and the driving of the e-scooter.

The Customer accepts and confirms that:

- operating and driving in the city with an e-scooter means a risk to yourself as there is a risk of an accident. The Customer is therefore obliged to exercise due care while driving with the e-scooter.
- he alone is responsible for obtaining and using a helmet and / or other approved protective and safety equipment or accessories. The use of a helmet and / or other protective equipment does not exclude the risk of injury in the event of an accident.
- he is responsible for any damage he inflicts on other people while using the e-scooter.

The Customer may not assign or lend the e-scooter to third parties or other users. If the Customer has given or lent the e-scooter to any third party or other user, any damage or incident arising from the e-scooter or underlying the e-scooter is the responsibility of the Customer.

The Customer may not transport any objects that prevent the Customer from driving the e-scooter safely.

The Customer may not transport any other persons with the e-scooter.

The Customer may not operate the e-scooter under the influence of alcohol, drugs or other substances that may affect the ability of the Customer to drive and operate the e-scooter.

Customer may not use mobile devices during the use of the e-scooter, including the use of electronic devices to listen to music, and use telephone calls or other services that distract the Customer and prevent safe use of the e-scooter.

The Customer may not use the e-scooter if there is an obvious technical defect.

The Customer may not modify or modify the e-scooter in any way.

The Customer may not affix stickers or other elements to the e-scooter and remove or break any accessories, parts or components of the e-scooter.

The Customer may not commit any crime with the e-scooter.

The Customer should park the e-scooter in authorized areas.

If the e-scooter should be removed by the competent authorities for parking in an unauthorized area and deposited in the corresponding vehicle depot, the Customer will take over the cost of retrieving the e-scooter in addition to the corresponding fine.

### Accidents

In the event that the Customer is involved in an accident, the Customer should contact the police and notify the Provider as soon as possible about the accident and the damage suffered by the e-scooter.

The Customer assumes responsibility in case of an accident, if this is due to his fault. The responsibility assumed in each case includes the obligation to eliminate the damage and to compensate for losses incurred by third parties as well as the reimbursement of damage to the e-scooter. The Provider shall be entitled to charge the Customer for the repair or replacement costs of

the e-scooter as well as the amounts paid to third parties resulting from damages in the responsibility of the Customer.

#### Theft

In the event that the Customer incurs the theft of the e-scooter or any of its accessories or components, the Customer must immediately contact the Provider and submit the appropriate report to the competent authorities.

The Customer should send a copy of the complaint to the Provider within a maximum of 24 hours after the complaint.

#### Fine, penalties and sanctions

The Customer is solely responsible for the violations made by him and assumes all resulting fines, sanctions and penalties.

The Provider reserves the right, in defense of its interests, to identify the Customer to the authorities or the public administration if a road-legal violation has been committed (including, but not limited to, traffic violation).

The Provider may charge the Customer for the costs resulting from the infringements he has committed, including fines, penalties and legal costs assumed by the Provider.

Failure to pay the amounts owed by the Customer for the above matters will terminate the contractual relationship between the supplier and the Customer. In addition to these amounts, the Provider may also take steps to enforce further claims for damages and losses.

### **13. Return of the Rented Item**

The rental contract ends upon expiry of the agreed contract term or by termination at the time specified in the termination notice. The customer is obliged to return the goods including accessories to the address given by the provider. The customer has to return the item in the condition in which he took it over, in particular password protection, linking the device to a personal account or any other block that excludes or impairs the use of the goods by third parties shall be removed.

If the customer continues to use the object after expiry of the rental period agreed in this respect, the rental relationship shall be deemed extended for a further month, unless the provider objects. Section 545 BGB does not apply. If the customer returns the item undamaged and complete and the provider determines the same condition category as at the time of shipment to the customer, the customer can receive benefits in the form of discounts and other credits. However, there is no claim to receive such benefits.

### **14. Warranty**

The statutory liability for defects shall apply, unless otherwise specified below. If the customer is an entrepreneur ("Unternehmer"), the warranty period for new goods is limited to one year and for used goods the warranty is excluded. If the customer is a consumer ("Verbraucher"), the warranty period for used goods is limited to one year.

## **15. Liability of the Provider**

The provider is liable for damages without limitation, insofar as the cause of the damage is based on an intentional or grossly negligent breach of duty by the provider, a legal representative or vicarious agent. The provider is only liable for negligent conduct in the event of breach of an obligation, of which the fulfilment is essential for the purpose of achieving the contract and the compliance with which the contractual partner may regularly rely on (cardinal obligation ("Kardinalspflicht")), insofar as the provider typically had to reckon with the damage caused under the circumstances known at the time the contract was concluded. In all other regards, the liability of the provider - also for vicarious agents ("Erfüllungs-/Verrichtungsgehilfen") - is excluded. The previously mentioned limitation of liability shall not apply to claims for damages arising from injury to life, body or health, the assumption of a quality guarantee or fraudulent concealment of defects by the Provider. Liability under the Product Liability Act ("Produkthaftungsgesetz") remains unaffected. Any statutory liability privileges in favour of the provider, e.g. in accordance with Sections 7 to 10 TMG (Telemedia Act ("Telekommunikationsgesetz")), remain unaffected.

## **16. Indemnity of the Provider**

The customer keeps the provider indemnified against all claims ("Der Kunde stellt den Anbieter von allen Ansprüchen frei") asserted by third parties against the provider as a result of improper and unlawful use of the leased object, unless he is not responsible for these. In the case of an indemnification according to sentence 1, the customer shall compensate the provider for any damage that the provider suffers due to improper, unlawful and illegal use, including any costs of legal defence. The customer shall inform the provider immediately if third parties assert claims due to improper, non-contractual or illegal use of the goods and support the provider in legal defense.

## **17. Use of the Website**

The provider expressly points out that the use of web services entails risks. This applies in particular to risks caused by the sending of malware, spamming (unsolicited sending of advertising e-mails), theft of passwords, electronic intrusion, as well as manipulation, hacking and other forms of unauthorised disclosure of user data, harassment and forgery. The provider will make reasonable efforts to minimise these risks. This shall not constitute purchase obligation. The use of the website is at the customer's own risk. Maintenance, retrofits or upgrades, errors or bugs and other causes or circumstances can lead to interruptions or errors in the operation of the platform. The provider will immediately remedy technical malfunctions within the scope of technical possibilities.

## **18. Prohibition of Assignment, Pledging, Transfer of Use**

Claims or rights of the customer against the provider may not be assigned or pledged without his consent, unless the customer has proven a justified interest in the assignment or pledge. During the term of the rental agreement, any goods in the possession of the customer, which are nevertheless the property of the provider or one of his business partners, sister or subsidiary companies or other contractual partners, may not be transferred by the customer to a third party, nor may they be rented, leased, sold, encumbered with a lien or otherwise made the subject of a transaction in any other way.

## **19. Data Protection**

Please see our [privacy policy](#) for more information.

## **20. Online Dispute Resolution and Consumer Arbitration Body**

If the customer is a consumer, the following note applies: The European Commission offers an online dispute resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>. The provider is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

## **21. Customer Service**

You can reach our customer service Monday to Thursday between 8.00 am and 8.00 pm, on Fridays between 8.00 am and 6.00 pm, and on Saturdays between 9.00 am and 5.30 pm at +49 (0) 30 30 80 82 51 or by email at [help@grover.com](mailto:help@grover.com).

## **22. Amendments**

The provider is entitled to make amendments to the Terms of Use at any time, unless material provisions of the contractual relationship (especially type and scope, term, termination) are affected. The customer will be notified of the conditions amended in text form at least six weeks before they take effect. The amendments shall be deemed to have been accepted if the customer does not object to them within six weeks of receipt of the notification. The provider will separately inform the customer of the possibility to object and the deadline to do so. If the right of objection is exercised, the amendments shall not become part of the contract and the contract shall be resumed unchanged.

In the event of a timely objection by the customer to the changed terms and conditions, the provider is entitled, with due regard for the legitimate interests of the customer, to terminate the contract with the customer at the time when the change enters into force. Corresponding contents of the customer are then deleted in the database. The customer cannot assert any claims from this against the provider.

## **23. Applicable Right**

The law of the Federal Republic of Germany shall apply to the Terms of Use and the contractual relationship existing between the provider and the customer. The application of German international private law as well as the UN sales law is excluded. If the customer is a consumer ("Verbraucher"), the choice of law does not result in his protection being withdrawn, which is granted to him in accordance with the mandatory consumer protection provisions of the law applicable at his habitual residence. The choice of law does not mean that he must enforce his rights before a foreign court.

## **24. Final Provisions**

Should individual provisions of the Terms of Use be invalid, this shall not affect the validity of the remaining provisions of the Terms of Use. If the customer is a merchant ("Kaufmann") within the meaning of the German Commercial Code ("HGB"), Berlin is agreed as the place of jurisdiction for all disputes arising between the customer and the provider. The provider is entitled to transfer all or part of the rights and obligations arising from the contract with the customer to a third company. Subject to the provision in Section 1 of these Terms and Conditions for the transfer of contracts within the Grover Group, the customer receives a message from the provider which will also specify a period within

which the customer can terminate the contract and request the deletion of the customer account if he does not agree to the transfer.

Berlin, 01.04.2020