

General terms and conditions e-bike to go Belgium - Subscriptions

1. Definitions

1. These general terms & conditions apply to:

General terms & conditions: The provisions in this document

Bike: The (electric) (cargo) bike(s) as specified in the offer, including accessories such as helmet, saddle bags, etc.

E-bike to go: The limited liability company The E-bike Company B.V., with registered seat at Disketteweg 9, 1033NW Amsterdam (the Netherlands) with enterprise number 62005723, with Dutch TVA-nr.: NL854590730B01, a lessor of Bikes and Containers

Lessee: Any consumer of 18 years or over who leases a Bike from E-bike to go

Smart & Smart Weekly subscription: Subscription for the lease of a Bike whereby the Lessee is liable for damage to the Bike in accordance with Table 1, and E-Bike to go applies a deductible of € 300 per Bike and € 350 per battery in case of theft

Smart Plus & Smart Plus Weekly subscription: Subscription for the lease of a Bike whereby the Lessee is not liable for damage to the Bike in accordance with Table 1, and E-Bike to go applies a deductible of € 300 per Bike and € 350 per battery in case of theft

The defined terms are used in the singular and plural form.

2. Registration and agreement

1. These general terms and conditions apply to all proposals, agreements and services provided by E-bike to go. The acceptance by and provision of the general conditions to the Lessee is realised by the Lessee completing the online registration form on the E-bike to go website.
2. E-bike to go and the Lessee conclude an agreement based on the completed registration form on www.ebiketogo.com. The registration contains a description of the lease Bike and lease fee (and any additional costs) and payment method.
3. The agreement between E-bike to go and the Lessee is established by completing the registration form and payment of the first term's lease via the website www.ebiketogo.com, or when E-bike to go starts the realisation of the agreement upon the request of the Lessee. Lessees who are consumers have 14 days to change their mind, unless the agreement is realised during the cooling-off period. If the lease was only partly realised during the cooling-off period in agreement with the consumer, the Lessee must pay proportionally for the services received during that period up to the point of termination.
4. The Lessee is responsible for passing on any changes to their details as known to E-bike to go, including changes to address, email or phone number.
5. The general terms & conditions remain in effect if E-bike to go does not strictly apply one or more of these provisions in a specific case.

3. Type of subscription

1. When entering into the agreement, the Lessee will choose between a Smart, Smart Weekly, Smart Plus, or Smart Plus Weekly subscription.

4. Remuneration, changes and payment

1. Lessees will pay E-bike to go the previously agreed lease and additional costs in advance. All prices include VAT. Lessees will pay the first term in advance upon registration.
2. E-bike to go reserves the right to change its fees, in case such is justified by objective factors beyond her will and in such case will notify the Lessee per preceding motivated writing. In such cases, the Lessee cannot terminate the agreement unless the increase takes place within three months after concluding the agreement and the Lessee is a consumer. Increases based on legislation, such as VAT rises, can be implemented immediately and do not give the Lessee the right to terminate the agreement.

- The rent/fees will be adapted to the costs of living as indicated in the calculation below, based on the fluctuations of the consumer price index:

$(\text{basic rent} \times \text{new index}) / \text{initial index} = \text{new/indexed rent}$

The elements of this calculation are as follows:

- The basic rent is the rent/fee as agreed in this agreement
- The initial index is the health index of the month prior to the concluding of this agreement
- The new index is the health index of the month prior to the anniversary of the date on which the agreement entered into force.

This adaptation takes place automatically on the anniversary of the date this agreement entered into force.

In case the new index is not known in due time, the difference between the paid rent and the rent corresponding to the calculation above will be settled with increase or adding up to the next rent to be paid.

- The Lessee will only be charged the agreed costs except when the Lessee owes the Lessor damages.
- E-bike to go will send the Lessee a periodical invoice for the lease and any additional costs for the coming term. The calendar day on which the agreement was established based on Article 2(3) determines the consequential dates of invoicing. To illustrate: if a Smart or Smart Plus subscription starts on the 23rd, E-Bike to go will send an invoice and collect the fees due on the 23rd of each month thereafter.
The Smart Weekly and Smart Plus Weekly subscription will always start on the weekday which the Bike has been received. The future invoices will also be deducted from the debit account on that weekday. For example, if the e-bike is collected on a Sunday, the next invoice will also be on a Sunday.
- The amount due on the invoice will be collected via direct debit. If E-bike to go cannot collect the due amount from the Lessee via direct debit on the calendar day as referred to in point 4, the Lessee is legally in default. E-bike to go will then attempt to collect the amount owed via direct debit for a second time within 14 days after the first direct debit. If the second collection is not successful, E-bike to go will terminate its obligations towards the Lessee, collect the Bike from the Lessee and charge a fee of € 30. E-bike to go will also have the right to terminate the agreement.
- Before terminating the agreement, E-bike to go will send the Lessee a one-off reminder with a final payment term of 14 days, without charge. If the invoice has not been paid hereafter, E-bike to go will have the right to claim legal interest and an extrajudicial costs amounting to 10% of the outstanding debt (with a minimum of 40,- EUR).

5. Delivery

- E-bike to go will supply the Lessee with a Bike in good state in accordance with the agreement.
- The Bike will be delivered to the location provided on the registration form or collected from an E-bike to go pick-up point. E-bike to go charges a fee of € 30 for delivery of the Bike or for collecting the Bike upon termination of the agreement. Pick-up or Delivery of the Bike by the Lessee via an E-bike to go pick-up point is free of charge. The delivery date of the Bike is considered to be the start date of the agreement.
- The Lessee will receive the Bike and will verify whether this is in a good state and corresponds with the terms as agreed upon in the agreement. If the Lessee discovers that the Bike is not in a good state or does not correspond with the terms of this agreement, the Lessee will give notice to E-bike to go, Upon receipt of the Bike.
- E-bike to go provides a manual of the Bike to the Lessee and a document in which he informs the Lessee about the safety measures to be taken when using the Bike. This information is also given verbally to the Lessee upon delivery of the Bike.

6. Lessee obligations

- The Bike may only be used as a prudent-man in accordance with its nature and purpose. The Lessee will treat the Bike and any parts thereof (including the keys) with care. Bikes cannot be used on terrain for which they are not intended. Batteries should be charged in the correct way in a safe place to prevent overheating/fire hazard.

2. The Lessee is not allowed to sublet, loan, rent out, sell or encumber the Bike.
3. The Lessee must return the Bike in the same condition as they received it. Lessees are not allowed to modify the Bike themselves, and that includes not adding bike racks or child seats.
4. The Lessee should not continue to ride the bike if it has a defect that using the bike makes worse. The lessee should instead follow the instructions in Article 7.
5. The use of the Bike is realised via an E-bike to go app provided by E-bike to go, unless it is a key model. Lessees can download the E-bike to go app on their smartphone. The use of this app is subject to terms of use.
6. The start and end of the use of a Bike (with the exception of the key model) is realised via the app, in which the use can only be terminated at the designated E-bike to go business address. In other places, the Lessee can lock the Bike without terminating the use thereof.
7. The Lessee must always secure the Bike against theft by (correctly and properly) using the locks provided by E-bike to go.

7. Lessee service, maintenance and instructions

1. E-bike to go will provide regular maintenance of the Bike as and when it deems necessary.
2. E-bike provides the Lessee comfortable use of the Bike and is responsible for hidden defects that obstruct the normal use of the Bike. E-bike to go nevertheless reserves the right to check the condition of and make modifications to its Bikes. The Lessee is obliged to cooperate with inspections, modifications and checks and is obliged to make the Bike to E-bike to go when requested by the latter.
3. The Lessee must report any defects, damage, loss or theft of the Bike to E-bike to go within 24 hours and follow E-bike to go's reasonable instructions, including but not limited to cooperating in a police report (by E-bike to go), providing a completed and signed damage claim form signed by all parties involved if the damage was caused by a third party and providing all necessary information to E-bike to go and its insurer. In case the Lessee does not fulfil this obligation in due time, the Lessee can be held accountable for the damages thereby suffered by E-bike to go, such as a loss of claim towards the insurance of E-Bike or the loss of possibility to hold a third party liable for the suffered damages / loss.
4. The Lessee may not have a third party repair the Bike unless it has permission from E-bike to go.
5. E-bike to go will assess the cause of the regular and normal defect or damage (caused by the Bike's age, normal abrasion and force majeure) and repair the Bike, unless it cannot be reasonably expected to do so. If the Bike cannot be repaired right away, E-bike to go will contact the Lessee to plan a replacement within 48 hours. The Lessee cannot derive any rights if this term is not met. An exchange will only take place at the address provided when registering and is free of charge for all-in fees or when the exchange takes place at a pick-up point. In all other cases E-bike to go will charge a fee of € 30.
6. Regular maintenance of the Bike is at the expense of E-bike to go unless E-bike to go believes the defect or damage is due to use by or on behalf of the Lessee. In this case, any costs of maintenance, replacement or repair or any other costs are at the expense of the Lessee. The related costs will then be charged to the Lessee in accordance with the table as included in the next article.
7. In cases of improper use of the bike by the Lessee, E-bike to go is entitled to take measures, including the immediate collection of the Bike, without releasing the Lessee from their payment obligations. The term improper use includes use of the Bike in violation of these general terms & conditions and use contrary to the normal use of a Bike, including under the influence of narcotics such as alcohol and/or drugs, cases of traffic violations, negligence or lack of normal care or maintenance.
8. E-bike to go will only exchange or repair the e-bike if the Lessee has fulfilled all their financial obligations.

8. Damage, theft, liability and type of subscription

1. The use of the Bike is at the Lessee's own risk. The Bike has to be returned in the state in which it was on the moment of delivery by E-bike to go, as indicated in the Joint Preliminary Damage Assessment Site Estimate Form (completed and agreed by parties upon delivery to the Lessee).

- E-bike to go will inspect the Bike for damage (including theft or loss of the Bike and/or parts thereof) when it is returned. If the Bike is damaged, the damage is presumed to have been caused by the Lessee, if this damage is not indicated in the Joint Preliminary Damage Assessment Site Estimate Form.
- In the case of a Smart or Smart Weekly subscription (not Smart Plus or Smart Plus Weekly), any costs for repairs or replacement are at the Lessee's expense, unless the Lessee can prove that the damage was already there when the agreement started or should otherwise be at the expense of E-bike to go. E-bike applies the following table for cases of damage (amounts include VAT):

Table 1

	Incl. VAT
Battery theft	€ 350
Battery damage	€ 250
Battery holder	€ 30
Brakes	€ 40
Controller	€ 200
Controller casing	€ 50
Charger	€ 85
Crank	€ 150
Front rack	€ 95
Front fork	€ 300
Headlight	€ 50
Key or Key lock	€ 50
Mudguard	€ 95
Seat	€ 65
Smart lock	€ 125
Stand	€ 55
Total Loss	€ 550
Wheel (rim)	€ 100

- E-bike to go applies a deductible of € 300 per Bike and € 350 per battery in case of theft with all subscriptions. The total deductible of € 650 equals (rounded off) 30% of the value of the Bike. There is no deductible for theft with the Premium subscription.
- The provisions of 8(3) apply to the key model regardless of the subscription type, and only apply if the key provided by E-bike to the Lessee is handed back to E-bike to go. If the original key cannot be provided, E-bike to go will claim the total cost of the Bike including battery (€ 2,200) from the Lessee (plus € 350 if a second battery is required). This means that E-bike to go applies the following table in case of damage or theft:

Table 2

Smart / Smart Weekly	Smart Plus / Smart Plus Weekly
✓ damage in accordance with Table 1	✓ 100% damage covered
✓ 70% coverage in case of theft*	✓ 70% coverage in case of theft*

*) in case of a key version: upon return of the original key

- Any Lessee involved in two or more cases of theft will be blocked from using the services of E-bike to go. In case of a Premium subscription, E-bike to go may decide not to block the Lessee at its own discretion.
- If the Bike is found after a theft was reported, the Lessee will be charged a € 50 processing and administration fee instead of the deductible.
- E-Bike to go will charge the costs of € 50 to the Lessee if a Bike has to be picked up from municipal bicycle storage.

9. Duration and termination

1. The agreement is concluded for an indefinite period unless both parties agree otherwise in writing.
2. E-bike to go and the Lessee can terminate the agreement prematurely, taking into account the following notice period:
Smart & Smart Plus: one month cancellation period
Weekly & minimal-risk: four week cancellation period
The Lessee can only terminate the agreement online via the appropriate form on the E-bike to go website.
3. In the following cases, E-bike to go can terminate the agreement extrajudicially and with immediate effect, without owing any damages and while retaining its rights:
 - The Lessee does not comply with this agreement;
 - The Lessee has been declared bankrupt or been admitted to the law debt restructuring scheme (“Collectieve schuldenregeling”);
 - Circumstances arise of such a nature that compliance with the agreement is impossible or that E-bike to go cannot be compelled to continue the agreement as is.
4. During the term of notice referred to in article 9(2), the Lessee still owes the agreed upon periodical lease. E-bike to go will contact the Lessee during this term of notice to discuss the return of the Bike. The Bike should be returned at the latest on the last day of the term of notice. The Lessee will cooperate fully with E-bike to go in returning the Bike.
5. Amounts invoiced by E-bike to go before termination become immediately claimable on the termination date.
6. The Bike can be returned to an E-bike to go pick-up point by the Lessee, free of charge. E-bike to go will charge € 30 if required to pick up the Bike, with the fee paid by card directly to the driver. Returning a Bike to a pick-up point is free of charge.
7. If the Bike is not returned by the Lessee on the last day of the term of notice:
8. a) the termination is considered ineffective if the Lessee continues payment in accordance with the agreement after this date, and the agreement will continue as is;
9. b) the termination is considered effective if the Lessee does not make any more payments in accordance with the agreement after this date and does not respond to E-Bike to go’s summons to return the Bike within 14 days, during which term the Lessee owes the full lease fee for one term. After this term passes without use, E-bike to go has the right to charge the full value of the Bike to the Lessee in accordance with Article 8(3), and Article 8(4) also applies.

10. Termination

1. Article 9 has no bearing on any termination of the agreement by parties to go on legal grounds.
2. In case of termination, the Lessee will return the Bike at the latest two days after the termination date in accordance with Article 9(6). If the Bike is not returned within said term, Article 9(7a) or (7b) applies correspondingly, in which ‘this date’ refers to the termination date.
3. Amounts invoiced by E-bike to go before termination will remain due and become claimable immediately. Amounts already received by E-bike to go will not be returned. E-bike to go is not liable for any damage to the Lessee due to termination based on this Article.

11. Privacy

1. E-bike to go processes information about the use and/or maintenance of its Bikes as well as personal details of the Lessee for the purposes of this agreement, including a copy of the Lessee’s ID in accordance with the applicable privacy legislation. E-bike to go will check the credit score of the Lessee based on the registration.
2. After termination of the agreement the Name and address details and the e-mail address of the Lessee will be kept by E-bike to go for 5 years, in accordance with the tax legislation applicable to this agreement.
3. The Privacy Policy of E-Bike to go can be consulted on the following [link](#): <https://ebiketogo.com/privacy-policy/>. The Cookies Policy of E-Bike can be consulted on the following [link](#). The Lessee confirms to have read this terms and has given his approval hereon.

12. Ownership

1. E-bike to go retains ownership of the Bike. Upon termination of the agreement, the Lessee will hand over the Bike to E-bike to go. This obligation cannot be delayed.

13. Liability

1. E-bike to go is never liable to compensate the Lessee for any damages other than damages payable in accordance with the legislation. E-bike to go is not liable for damages of the Lessee due to improper use of the Bike and/or battery as referred to in Article 7(6) of these conditions.
2. E-bike to go is only liable for damages caused by a defect to the Bike if the defect was already present when the agreement was entered into and E-bike to go was or should have been aware of the defect, or if the defect was caused after the agreement was entered into but was nonetheless attributable to E-bike to go. E-bike to go is not liable for any personal damages that the Lessee can claim from their insurer or if the Lessee received another type of pay-out for them, unless E-bike to go knew or should have known of the defect when entering into the agreement, or the defect was caused by the intent or gross negligence of E-bike to go.
3. Should E-bike to go be required to pay compensation, this will never exceed the amount of the damages covered by insurance plus the deductible, or the invoice amount paid by the Lessee under this agreement.
4. E-bike to go uses subcontractors for the implementation of the agreement, such as a hosting provider. E-bike to go is not liable for any shortcomings under the agreement if they are the result of shortcomings on the part of its suppliers.

14. Choice of law and authorised court

1. Belgian law applies to all relations between E-bike to go and the Lessee.
2. Disputes between the parties about the agreement or about acts in connection with the agreement will only be submitted to the authorised court in the district of Antwerp.
3. This English language translation of the terms & conditions is provided as a service. In case of dispute, the original Dutch text always has precedence.

15. Changes

1. E-bike to go is authorised to change these general terms and conditions with prior consent of the Lessee. E-bike to go must inform the Lessee and obtain his approval of the new general conditions before they come into effect. If the amendment means that the Lessee is faced with an amendment that deviates substantially from the original, they are entitled to terminate the agreement from the date on which the changed conditions take effect.