

GENERAL TERMS AND CONDITIONS SCRIBS RIDES

DRIVERS

ARTICLE 1 | DEFINITIONS

The following terms have the following definitions in these general terms and conditions, unless the nature or the scope of the provisions determine otherwise.

1. **Scribs Rides:** the user of these general terms and conditions, with its registered office in Amsterdam on Blomwijckepad 51-H, 1068DZ, registered in the Commercial Register with CoC number 68678649.
2. **Counterparty:** any natural or legal person with whom Scribs Rides has concluded or intends to conclude a usage agreement on the basis of which the counterparty concluded transport agreements with passengers. 'Counterparty' exclusively means the contractual counterparty of Scribs Rides in the framework of the usage agreement, as well as the contractual counterparty of passengers with whom transport agreements have been concluded.
3. **Parties:** Scribs Rides and the counterparty jointly.
4. **Driver:** each natural person who actually executes the transport agreement by taking care of the ride, whether or not the counterparty referred to in paragraph 2.
5. **Passenger:** any person to whom Scribs Rides through the provided platform of Scribs Rides grants an order to execute a ride for which the counterparty may be appointed who, if a transport agreement is concluded with the counterparty, is the contracted party of the counterparty.
6. **Usage agreement:** the agreement concluded between the parties with which Scribs Rides binds itself to the counterparty for an indefinite period for the usage of the offered features of the platform.
7. **Transport agreement:** each agreement concluded between the counterparty and a passenger based on the usage agreement through the platform and mediation of Scribs Rides, with which this counterparty has bound itself to the passenger to transport the passenger by bike or moped or motorized bicycle.
8. **Agreement:** both the agreement referred to in paragraph 6, and the agreement referred to in paragraph 7 to the extent the nature or the scope of the provisions of these general terms and conditions do not dictate that they only relate to one of both types of agreements.
9. **Ride:** the actual transport which is the subject of a transport agreement.
10. **Platform:** depending on the platform used by the counterparty, scribsrides.nl, scribsrides.com or the mobile application called 'Scribs Driver'.
11. **In writing:** communication in writing, communication by email, or any other form of communication which can be considered similar to these considering the state of technology and the prevailing attitudes in society.

ARTICLE 2 | GENERAL PROVISIONS

1. These general terms and conditions apply to each offer of Scribs Rides to the counterparty and each usage and transport agreement.
2. The provisions of these general terms and conditions may only be waived expressly in writing. If and to the extent any written agreement between the parties deviates from the provisions of these general terms and conditions, the written agreement between the parties will prevail.
3. Destruction or invalidity of one or more provisions of these general terms and conditions or the agreement does not affect the validity of the remaining clauses. The parties will then be

required to consult on an alternative provision to replace the affected provision. The purpose and intent of the original provision shall be observed as much as possible.

ARTICLE 3 | ABOUT SCRIBS RIDES AND REGISTRATION ON THE PLATFORM

1. Scribs Rides operates a platform on which counterparties can register, on which they can make themselves available, after conclusion of a usage agreement, for transport agreements with third parties (passengers). Scribs Rides is not a party to transport agreements concluded based on the usage agreement, other than as mediator and facilitator of payments for rides. Every offer of Scribs Rides for the conclusion of a usage agreement is non-binding. Scribs Rides will never be required to conclude a usage agreement with the counterparty.
2. The counterparty must provide all information requested during the registration on the platform truthfully and fully. The counterparty is responsible for the accuracy and completeness of the information provided during the registration. Scribs Rides will never be liable for damage caused by inaccurate or incomplete information provided by the counterparty.
3. If Scribs Rides approves the registration of the counterparty and confirms this by email, the moment of confirmation will serve as the moment of conclusion of the usage agreement.
4. The counterparty guarantees that all details that are at any moment and in any way provided during the term of the usage agreement by or on behalf of it through the platform are complete and accurate, including an indication of the mean(s) of transport that will be used by the driver(s), the name of the driver(s) responsible for the actual execution of the (potential) rides and the mobile telephone number(s) of the driver(s).

ARTICLE 4 | REQUIREMENTS FOR DRIVERS

1. Drivers registered with Scribs Rides must at least be 16 years old. During the rides, the driver must wear a recognisable sweater, vest or jacket, provided by Scribs Rides after payment of a deposit.
2. Scribs Rides can but is not obliged to verify all provided details concerning drivers for accuracy and completeness, but may impose the condition on the registration of drivers that their details, for example related to their driving licence and identity, have been verified and approved by Scribs Rides.

ARTICLE 5 | PROVISIONS FOR COUNTERPARTIES WHO DO NOT ACT AS DRIVERS

1. Only if an insofar the features of the platform expressly provide for this, the counterparty can in the manner prescribed by the platform register other/multiple drivers for the actual execution of (potential) rides, without prejudice to the liability of the counterparty for the fulfilment of its obligations under the usage agreement to Scribs Rides and the transport agreements with passengers. The counterparty guarantees to Scribs Rides and the passengers that the drivers appointed by the counterparty comply with their obligations under the law, the usage agreement or as the case may be the transport agreement, which agreements have been included in these general terms and conditions. The counterparty is the contractual counterparty of Scribs Rides, respectively the passengers, and is severally liable for the fulfilment of the aforementioned obligations even if the use of the platform or the actual execution of the transport agreements is left to possibly subordinate drivers of the counterparty.
2. As a result of the provisions of the previous paragraph, all actions, including those of the drivers appointed by the counterparty, performed on the platform based on the usage agreement, will be attributed to the counterparty. The counterparty must immediately

inform Scribs Rides of any breach of security or any unauthorized use of its login credentials to the platform of which the counterparty becomes aware. The counterparty is recommended to regularly change its password or passwords used to access the platform to limit the risk of access by unauthorized third parties.

ARTICLE 6 | ASSIGNING RIDES TO AND AVAILABILITY OF DRIVERS

1. Rides booked by passengers on Scribs Rides will be proposed to the driver who is in the opinion of Scribs Rides most suitable to execute the ride. This depends on, including but not confined on, the availability of drivers, ride specifications, the vehicle requested by the passenger, the location of drivers, and the desired moment on which the transport agreement should be carried out. The counterparty and drivers are not entitled to the execution of (a certain number of) rides based on just the usage agreement.
2. Rides proposed to drivers are non-binding to them. Each driver can at any moment turn his or her availability for rides proposed by Scribs Rides on or off in the manner prescribed on the platform. The driver can only be proposed rides if he or she has turned on his or her availability. The driver must accept or reject a proposed ride as soon as possible after receipt. If the driver does not accept the ride within 20 seconds, it will be considered a rejection of this ride. The driver is never required to accept a ride, but will be bound to the execution of the transport agreement if he accepts a ride. Scribs Rides will only propose the rides for acceptance or refusal to individual drivers. The counterparty and other drivers may not assign other drivers for the execution of transport agreements.
3. If the driver has turned on his or her availability as referred to in the previous paragraph, the driver is considered to be available for the execution of rides. If and insofar the driver is not available, he or she must turn off his or her availability. If a ride is proposed to a driver and the driver rejects the ride, the driver must state the reason of the rejection on the platform in the manner prescribed by Scribs Rides. If the driver rejects a ride multiple times without justification while his or her availability was turned on, Scribs Rides is entitled to exclude the driver from the execution of transport agreements, everything at the sole discretion of Scribs Rides and without Scribs Rides being held to pay any compensation to the counterparty or the driver.

ARTICLE 7 | FEES AND PAYMENT

1. The fees payable to the counterparty for the executed rides concern a percentage of the net fare expressly agreed between the parties consisting of the starting price, the price per kilometre, and the price for the duration of the ride charged to the passenger by Scribs Rides. The fee payable to the counterparty will not include the VAT, administration costs and any other amounts paid by the passenger to Scribs Rides. Scribs Rides is at all times entitled to change the fares and the agreed percentage and will inform the counterparty of such change before the effective date thereof. Changes to fares and percentages do not apply to already concluded transport agreements.
2. The counterparty is only entitled to compensation of rides actually carried out by him or her or on his or her behalf. The passenger is entitled to cancel the transport agreement under certain conditions. Only if this cancellation results in the actual receipt of (part of) the fare by Scribs Rides, the counterparty is entitled to compensation for the ride, which will be determined based on the agreed percentage on the actual fare received by Scribs Rides from the passenger.
3. The counterparty will receive a monthly collective invoice for the compensation payable to the counterparty, provided that transport agreements were executed by or on behalf of the

counterparty in the preceding calendar month. Payments will be made by bank transfer within 30 days after the invoice date to the IBAN number provided by the counterparty through the platform.

4. Complaints about invoice amounts must be submitted in writing to Scribs Rides within ten days after the invoice date, failing which the right of the counterparty to submit a complaint expires.
5. The counterparty and drivers will never be considered employees of Scribs Rides and are personally responsible for the fulfilment of any obligations to pay income taxes and premiums on their income from transport agreements executed by order of Scribs Rides. The counterparty and the drivers indemnify Scribs Rides of all claims of the tax department in this matter.

ARTICLE 8 | CONTENT AND IMPLEMENTATION OF TRANSPORT AGREEMENTS

1. Scribs Rides will provide the driver with all details related to the execution of the ride accepted by him or her through the platform.
2. The driver is held to take the steps indicated by the platform in relation to transport agreements concerning picking up and dropping off passengers.
3. The driver will execute the ride with the agreed or registered vehicle which is suitable for the proper execution of the ride and which meets all applicable laws and regulations. If the driver uses a vehicle that requires a driving licence, the driver guarantees that he or she has this licence and carries it during the ride. If it concerns a motor vehicle, the vehicle must at least be insured in compliance with the applicable legal provisions. The driver guarantees that he or she carries the required insurance documents during the ride. The passenger will be entitled to inspect the driving licence of the driver on request.
4. The driver is obliged to pick up the passenger at the agreed location and in the agreed manner. Picking up a passenger will not take place before the agreed time unless the passenger agrees otherwise. Picking up a passenger will take place no later than 10 minutes after the agreed or estimated time of arrival. The driver will drop off the passenger at the agreed location. The driver will at all times control the vehicle and instruct the passenger to take place in the back.
5. If a helmet must be worn during the ride, the driver will make a helmet freely available to the passenger.
6. The driver will execute the ride as quickly as possible without detours, except in cases of force majeure. The driver will strictly observe the applicable traffic regulations.
7. Both the driver and Scribs Rides are entitled to cancel the transport agreement without further notice if the driver fails to fulfil any of his or her obligations under the transport agreement unless the failure of the driver does not reasonably justify cancellation. In case of cancellation as referred to in this paragraph, the counterparty or the driver will be held to compensate the damage suffered by the passenger and/or Scribs Rides due to the failure of the driver.
8. The driver is entitled not to accept a change to the transport agreement received by the driver and to cancel the transport agreement based on this reason unless the change is of minor significance and cancellation is not reasonable. In case of such cancellation, the counterparty is entitled to compensation for the corresponding transport agreement but only if and insofar Scribs Rides actually charged the applicable fare to the passenger. Scribs Rides is not required to recover the payment from the passenger; therefore the counterparty cannot derive the right from the provisions in the preceding paragraph that Scribs Rides will actually enforce such claim on the passenger.

9. If the counterparty or driver fails to comply with any of his or her obligations under the law or a transport agreement, he or she will be held to indemnify Scribs Rides of all claims of third parties in this respect.
10. If the counterparty or the driver prematurely cancels the transport agreement, the counterparty is required to compensate any damage incurred by the passenger and/or Scribs Rides as a result.

Non-compliance by the driver

11. If the driver fails to timely or properly fulfil the transport agreement in compliance with the provisions of the transport agreement, these general terms and conditions and particularly the preceding paragraphs of this article, the passenger will be entitled to cancel the transport agreement, even during the ride. Cancellation as above is no longer possible once the passenger has arrived at the agreed destination with help of the driver.
12. After cancellation as referred to in the previous paragraph, the counterparty will be, except in cases of force majeure, required to compensate any damage incurred by the passenger due to the cancellation, on the understanding that Scribs Rides does not owe any compensation to the counterparty for the part of the transport agreement that has been cancelled.

ARTICLE 9 | TERMINATION OF THE USAGE AGREEMENT

1. The counterparty can terminate the usage agreement by unsubscribing from the platform in the manner prescribed thereon, including any drivers registered by it. This does not affect the obligations of the counterparty or drivers under already concluded transport agreements.
2. A breach by the counterparty or driver on the provisions of these general terms and conditions or an applicable statutory provision may result in immediate termination of the usage agreement. Furthermore, if the counterparty or driver has acted in violation of the letter or the spirit of these general terms and conditions or a legal risk or a risk of any other nature occurs for Scribs Rides as a result of the use of the platform
 1. by the counterparty or driver, Scribs Rides can terminate the usage agreement with immediate effect.
 2. Scribs Rides has the right to end the operation of the platform for any reason without prior notice at any time, without being liable to pay anything more than the compensation already payable in the context of the transport agreements that have been executed before the end of the operation of the platform.

ARTICLE 10 | LIABILITY OF THE COUNTERPARTY

1. The counterparty is fully liable for any damage caused by it or a driver assigned by it in relation to the execution of the transport agreements. In case of a damage claim of the passenger on the counterparty, Scribs Rides will inform the passenger of the contact details of the counterparty it does not yet possess and the other relevant details of the transport agreement to settle the damage claim. Scribs Rides cannot be involved in this settlement. The counterparty indemnifies Scribs Rides of all claims of passengers and any other third parties for damage attributable to the counterparty including damage attributable to any drivers appointed by the counterparty. If Scribs Rides is addressed by a passenger or other third parties in this regard, the counterparty is held to assist Scribs Rides both judicially and extra-judicially and immediately do all that may be reasonably expected from it in this case. If

the counterparty fails to take adequate measures, Scribs Rides will be entitled to do so itself without notice being required. All costs and damages incurred by Scribs Rides and third parties will be completely for the account and risk of the counterparty.

2. If clothes provided by Scribs Rides are not returned in the same condition as in which the counterparty or the driver has received them, except for normal wear and tear, after the end of the usage agreement or on request of Scribs Rides, Scribs Rides will be entitled not to return the paid deposit unless this is not reasonable considering the damage to the clothing, in which case a reasonable part of the deposit will be returned.

ARTICLE 11 | LIABILITY UNDER THE USAGE AGREEMENT

1. Except in cases of intent and gross negligence by Scribs Rides, any liability of Scribs Rides, for both direct and indirect damage incurred in relation to the use of the platform by the counterparty and drivers, is excluded. In particular Scribs Rides is not liable for damage as set out in the other provisions of these general terms and conditions, especially the following paragraphs of this article.
2. Scribs Rides is not liable for damage resulting from unauthorized use of the login credentials of the platform.
3. Scribs Ride is at all times entitled to adjust aspects of the platform, whether minor or not, and is not liable for any damage that may occur as a result.
4. Scribs Rides will never be liable for damage caused by inaccurate or incomplete information provided by the counterparty, drivers and passengers.
5. Scribs Rides will endeavour to optimize the correct operation and accessibility of the platform. However, Scribs Rides cannot guarantee that the features of the platform are available without restrictions and function optimally at all times. Any liability of Scribs Rides in this matter is excluded.
6. Scribs Rides is at all times entitled to temporarily interrupt or have interrupted the platform or parts thereof if this is necessary for maintenance, upgrades, emergency fixes, resolving errors, adjustments or improvements to the platforms or servers of Scribs Rides or third parties hired by Scribs Rides. All liability of Scribs Rides due to temporary inaccessibility or reduced accessibility or usability of the platform is excluded.
7. Scribs Rides is, except in case of intent or gross negligence, not liable for viruses or other harmful components that cause damage to the hardware or software of the counterparty or drivers through the platform or servers of Scribs Rides or third parties.
8. If the platform contains references, for example by means of hyperlinks or links to websites or applications of third parties, Scribs Rides is never liable for the content of these websites or applications.
9. Scribs Rides will make all reasonable efforts to secure the platform and the other systems of Scribs Rides against any form of unlawful use by third parties. Scribs Rides is, except in case of intent or gross negligence, never liable for any violation of privacy or property rights of the counterparty by third parties.
10. The counterparty is liable towards Scribs Rides for all damage attributable to it as a result of a breach of the provisions of these general terms and conditions, spreading viruses, worms and the like through the systems of Scribs Rides, as well as for damage due to other actions that affect the proper operation of the platform or components thereof. The counterparty is also liable for all costs incurred by Scribs Rides as a result of such circumstance, for example, because it must defend itself judicially or extra-judicially or hire legal assistance.

ARTICLE 12 | INTELLECTUAL PROPERTY

All copyrights and other intellectual property rights to the platform, including its design and operation, as well as the texts and images posted thereon, belong to Scribs Rides or its licensors. The counterparty may not copy or have copied, reproduce or have reproduced or use or have used this material in any other way than necessarily related to the normal use of the platform.

ARTICLE 13 | CONFIDENTIALITY AND PENALTY CLAUSE

1. Unless otherwise stipulated by the usage agreement and transport agreements and without the prior written permission of Scribs Rides, both during and after the end of the usage agreement, the counterparty and drivers may not, in any way disclose information to third parties about the business operations, internal organization, passengers and other internal and external contacts of Scribs Rides. This also applies to all other matters of which the confidential nature should be understood by the counterparty.
2. During the term of the usage agreement and for a period of 12 months after the end thereof, the counterparty and the driver may not offer their own transport services to the passengers of Scribs Rides. This applies to all passengers that have been affiliated with Scribs Rides before or during the term of the usage agreement with the counterparty.
3. In case of violation of the provisions of paragraph 1 or 2, the infringing party will forfeit an immediately payable fine to Scribs Rides of € 5.000 for each violation and an amount of € 500 for each day that the violation continues. The fine will be payable by the mere fact that the violation occurs but does not affect the right of Scribs Rides to claim fulfilment and full compensation.

ARTICLE 14 | FINAL PROVISIONS

1. All agreements and resulting legal relationships between the parties will be exclusively governed by Dutch law.
2. Scribs Rides is at all times entitled to amend these general terms and conditions. The amended general terms and conditions apply after a notice period of one month after publication. If the counterparty does not want to accept the amended general terms and conditions, it must cease the use of the platform, including any drivers registered by it, by unsubscribing from the platform in the prescribed manner.
3. In the event a legal dispute might arise between the parties, they will not appeal to a judge until they have made all efforts to resolve the dispute in mutual agreement.
4. To the extent not deviated from by law, only the competent court located in the district of the offices of Scribs Rides will be eligible to hear any legal disputes between the parties.