

GENERAL TERMS AND CONDITIONS SCRIBS RIDES

PASSENGERS

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. **Passenger:** any natural person with whom Scribs Rides has concluded or intends to conclude a usage agreement as well as any natural person who based on this usage agreement, through mediation of Scribs Rides, has concluded or intends to conclude a transport agreement with a driver.
3. **Parties:** Scribs Rides and the passenger jointly.
4. **Usage agreement:** the agreement concluded between the parties with which Scribs Rides binds itself to the passenger for an indefinite period for the usage of the offered features of the platform.
5. **Transport agreement:** each agreement concluded between the passenger and a driver based on the usage agreement through the platform and mediation of Scribs Rides, with which this driver has bound itself to the passenger to transport the passenger by bike, moped or motorized bicycle.
6. **Agreement:** both the agreement referred to in paragraph 4 and the agreement referred to in paragraph 5 to the extent the nature or the scope of the provisions do not dictate that they only relate to one of both types of agreements.
7. **Driver/driver company:** each natural or legal person who in the context of a transport agreement is the contractual counterparty of the passenger.
8. **Driver:** each natural person who actually executes the ride, whether or not also the driver referred to in paragraph 7.
9. **Ride:** the transport reserved by the passenger, being the subject of a transport agreement.
10. **Platform:** depending on the platform used by the driver, scribsrides.nl, scribsrides.com or the mobile application called 'Scribs Rides'.
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 passenger 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 THE PLATFORM

1. Scribs Rides operates a platform on which passenger can register themselves after which they conclude transport agreements. This transport agreement will be executed by or on behalf of third parties (drivers/driver companies). 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.
2. 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 passenger.
3. The passenger must provide all information requested during the registration on the platform truthfully and fully. The passenger 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 client.
4. If Scribs Rides approves the registration of the passenger, the registration will be confirmed by email, which moment will serve as the moment of conclusion of the usage agreement. Scribs Rides will never be required to conclude a usage agreement with the passenger.
5. All actions that are carried out on the platform using the profile of the passenger will be attributed to the registered passenger. The passenger must immediately inform Scribs Rides of any breach of security or any unauthorized use of his or her profile of which the passenger becomes aware. The passenger is recommended to regularly change his or her password used to access the platform to limit the risk of access by third parties.
6. The passenger guarantees that all details that are provided to Scribs Rides in any manner during the term of the usage agreement using the platform are complete and correct.
7. Rides booked by the passenger with Scribs Rides will be proposed to the driver who Scribs Rides considers most suitable to execute the ride. The passenger will never be entitled to execution of the ride by a particular driver.
8. Transport agreements are concluded subject to sufficient availability of drivers. Every offer of Scribs Rides to conclude a transport agreement with the passenger is non-binding. Scribs Rides is entitled to cancel the reservation of a ride without delay, at least as soon as possible, after receipt.
9. Without prejudice to the provisions of the previous paragraph, transport agreements are concluded when the reservation of the ride by the passenger is confirmed electronically by Scribs Rides.
10. The right of dissolution as referred to in Section 6.5.2B of the Dutch Civil Code is not granted to the passenger based on Article 6:230h(5) of the Dutch Civil Code.

ARTICLE 4 | RIGHTS & OBLIGATIONS OF THE PASSENGER UNDER THE TRANSPORT AGREEMENTS

1. The confirmation of the transport agreement sent by Scribs Rides to the passenger is considered to fully and completely represent the transport agreement. The passenger is held to provide Scribs Rides all details requested during the reservation of the ride on the platform completely and truthfully.
2. The passenger can only change the ride if and to the extent the features of the platform enable this. Cost-free cancellation of the ride by the passenger is possible for two minutes after the reservation of the ride has been confirmed to the passenger by Scribs Rides. In case of later cancellation, the traveller will owe 60% of the price agreed for the ride to Scribs Rides. The fare on which these cancellation costs are calculated is fixed on the basis of the details of the ride provided to Scribs Rides. To the extent the ride details make it impossible

to determine the cancellation costs, the determination will be based on an estimate of the distance and the duration of the ride.

3. The passenger will be ready at the agreed place and time to be picked up by the driver. If the driver arrives at the pick-up location more than 10 minutes late compared to the agreed or estimated time of arrival, the passenger has the right to cancel the ride free of charge without the passenger being entitled to claim compensation of further damages or any other form of compensation.
4. The driver is entitled to cancel the right without further notice if the passenger fails to fulfil any of his or her obligations under the transport agreement unless the failure of the passenger does not justify cancellation. Cancellation of the transport agreement by or on behalf of the driver is allowed if the passenger is not ready to be transported on time. In case of cancellation as referred to in this paragraph, Scribs Rides is entitled to compensation of the entire fare. The fare will be determined based on the details of the ride provided to Scribs Rides. To the extent the ride details make it impossible to determine the fare, the determination will be based on an estimate of the distance and the duration of the ride.
5. The driver is entitled not to accept a change to the transport agreement and to terminate the transport agreement based on this reason unless the change is of minor importance. In case of cancellation as referred to in this paragraph, Scribs Rides is entitled to compensation of the entire fare. The fare will be determined based on the details of the ride provided to Scribs Rides. To the extent the ride details make it impossible to determine the fare, the determination will be based on an estimate of the distance and the duration of the ride.
6. If the passenger fails to comply with any of his or her obligations under the law or an agreement, he or she will be held to indemnify Scribs Rides of all claims of third parties in this respect. If Scribs Rides is addressed by a third party in this regard, the passenger is held to assist Scribs Rides both judicially and extra-judicially and immediately do all that may be reasonably expected from him or her in this case. If the passenger 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 passenger.

ARTICLE 5 | FEES AND PAYMENT

1. The fare partly depends on the actual distance covered and the duration of the ride. The actual fare will be based on the actual aspects.
2. Before reservation of the ride the passenger must have sufficient funds in his platform account. If it is plausible that the fare will be higher than the relevant funds, Scribs Rides is entitled to refuse the ride. A negative balance on the passenger account must be supplemented immediately. If within a reasonable period of at least 14 days after Scribs Rides has summoned the passenger the negative balance has not been supplemented, the passenger will be legally in default. The then applicable statutory interest will be payable on the outstanding amount from the day the passenger is in default. All reasonable costs such as judicial and extra-judicial and enforcement costs incurred during the collection of the amounts payable by the passenger will be borne by him or her.
3. Without proof to the contrary, the administration of Scribs Rides is decisive for the determination of the fare owed by the passenger. Complaints about the height of the amounts charged by Scribs Rides must be submitted in writing to Scribs Rides within ten days after the date of the ride, failing which the right of the passenger to submit a complaint expires.
4. The fare will also be payable if the transport agreement was executed with a delay.

5. Crediting the balance on the account of the passenger must take place by a payment method indicated by Scribs Rides. Scribs Rides is not held to supplement the balance of the passenger before it has received a corresponding payment.

ARTICLE 6 | RIGHTS & OBLIGATIONS OF DRIVERS

1. The driver will execute the transport agreement at his or her sole discretion without prejudice to any express agreements between the parties.
2. The driver will pick up and drop off the passenger at the agreed location, time and in the agreed manner.
3. If a helmet must be worn during the ride, the driver will make a helmet freely available to the passenger.
4. The driver will execute the ride as quickly as possible without detours, except in cases of force majeure and in compliance with the traffic rules.

Non-compliance by the driver

5. If the driver fails to timely or properly carry out the ride, the passenger can cancel the ride, 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.
6. After cancellation as above, the passenger is entitled to compensation of any damage incurred due to the cancellation from the driver, except for in cases of force majeure. Scribs Rides cannot be involved in such claim on the understanding that the passenger does not owe any compensation to Scribs Rides for the ride.

ARTICLE 7 | LIABILITY OF SCRIBS RIDES AND THE DRIVER

The passenger cannot appeal to Scribs Rides with respect to the provisions of these general terms and conditions related to the liability of the driver towards the passenger. In case of a damage claim of the passenger on the driver, Scribs Rides will inform the passenger of the contact details of the driver and the other relevant details of the transport agreement to settle the damage claim. Scribs Rides cannot be involved in this settlement. The passenger indemnifies Scribs Rides of all its claims and claims of third parties in this respect.

ARTICLE 8 | TERMINATION OF THE USAGE AGREEMENT

1. The passenger can terminate the usage agreement by unsubscribing from the platform in the indicated manner. This does not affect the obligations of the passenger under already concluded transport agreements.
2. A breach by the passenger of 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 passenger acts 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 by the passenger, Scribs Rides can terminate the usage agreement.
3. Scribs Rides has the right to end the operation of the platform for any reason without prior notice at any time, which does not affect the obligations of the parties arising from transport agreements that have been concluded before the end of the operation of the platform.

ARTICLE 9 | 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 passenger 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 to the passenger.
4. Scribs Rides will never be liable for damage caused by inaccurate or incomplete information provided by the passenger or third parties.
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 passenger 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 passenger by third parties.
10. The passenger is liable towards Scribs Rides for all damage caused by him or her 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 passenger 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 10 | 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 passenger may not copy, reproduce or use this material in any other way than necessarily related to the normal use of the platform.

ARTICLE 11 | COMPLAINTS

1. Complete and clearly described complaints of the passenger about the services of Scribs Rides must be submitted in writing to Scribs Rides within a reasonable period after the passenger has discovered the grounds that give rise to the complaint.

2. Complaints submitted to Scribs Rides will be answered within a period of fourteen days after receipt. If a complaint requires a longer handling period, a confirmation of receipt will be sent within the period of fourteen days, including an indication of when the passenger can expect a more detailed answer.
3. If the complaint about the services of Scribs Rides, submitted by a passenger, a natural person, not acting in the exercise of a profession or business, cannot be resolved in mutual consultation, the passenger can submit the dispute to the arbitration committee through the ODR platform (ec.europa.eu/consumers/odr/).

ARTICLE 12 | 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 passenger does not want to accept the amended general terms and conditions, he must cease the use of the platform 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.