



Subscription terms of Use, T&C Vässla Club for People-Germany

PLEASE READ THESE TERMS CAREFULLY, as they contain important information about the subscription as well as payments and charges that the Vässla Tribe Member may be billed for. The information also contains details on the management of future changes to the terms of use, automatic renewals, limitations of liability, information about privacy protection and the Vässla Tribe Member's right to withdraw.

Subject

Vässla Deutschland GmbH ("**Vässla**"), Sachsenstraße 6, 20097 Hamburg, Germany, the Vässla Tribe Members contractual partner, represented by its managing director Rickard Bröms, registered in the Commercial Register of the Local Court of Hamburg, under registration HRB 163423, VAT-ID-Number DE332747999 offers Vässla Club for People, a subscription-based mobility service for the Vässla Bike to its customers, the Vässla Tribe Members in designated service areas ("**Service Area**"). Vässla will engage authorized service partners in the implementation of the services (the "**Vässla Care Partner**").

1. General subscription requirements

Driver's license and authorization to drive

A Vässla Tribe Member can be every natural person with the minimum age of 18.

A Vässla Tribe Member must have a driver's license of either one of the following classes: 1) AM, 2) A, 3) A1, 4) A2, 5) B, which is valid in Germany

Vässla and the Vässla Care Partner will check the Vässla Tribe Members personal information, such as driver's license during sign-up and upon delivery from our Vässla Care Partner.

Vässla Tribe Members shall have the driver's license and a national identity document present upon sign-up and delivery of the Vässla Bike.

The Vässla Tribe Member has to carry a valid driver's license during every ride with the Vässla Bike.

In case of fraudulent, volunteer inaccuracies, forgery of the driver's license, Vässla has the right to immediately terminate the Tribe Members right to use of the Vässla Bike or use any other Service activated and hold the Vässla Tribe Member liable for any damages, claims or other losses in this respect.

In case of proven forgery of the driver's license Vässla has the right to terminate the Vässla Tribe

Members subscription with immediate effect and charge the entire rental period in addition to a processing fee of EUR 150. Vässla reserves the right to take legal action against the Vässla Tribe Member.

The Vässla Tribe Member is obliged to inform Vässla immediately once the driver's license 1) temporarily, 2) permanently revoked, if the Vässla Tribe Member is banned from driving by court or administrative decision, if the Vässla Tribe Members driver license is confiscated or suspended, or the Vässla Tribe Members permission to drive is anyhow restricted due to medical conditions.

2. General obligations of the Vässla Tribe member, responsibilities

The Vässla Tribe Member is obliged to use the vehicle at any time in accordance with the German road traffic regulation, Straßenverkehrsordnung (STVO).

The Vässla Tribe Member is obliged to wear a CE-standard, equivalent or a higher standard helmet that has been properly sized and fitted for the Vässla Tribe Member during the ride.

The Vässla Tribe Member is prohibited to use the Vässla Bike under the influence of alcohol, drugs,



medication or any other substance that affects the ability to safely drive a Vässla Bike.

The Vässla Tribe Member agrees not to use any device while riding a Vässla Bike - including, but not limited to, media players, mobile telephones, text messaging devices, or other device(s) - which may distract the Vässla Tribe Member or impede them from safely operating the Vässla Bike.

The Vässla Tribe Member is obliged to park the vehicle at any time in accordance with German road traffic regulations.

To avoid incidents such as disappearance, theft or damage, the Vässla Bike must always be secured with the provided lock. The Vässla Tribe Member is obliged to lock the vehicle to a fixed object with the delivered lock when parking the vehicle.

The Vässla Bike may only be used in the agreed service area, which is indicated on the Vässla website, and may under no circumstances be moved outside of Germany.

The Vässla Tribe Member will receive a certified copy of the Certificate of Conformity (CoC, Allgemeine Betriebserlaubnis) from Vässla and has to carry such during every ride with the Vässla Bike.

The Vässla Tribe Member will receive an insurance certificate from Vässla which states the Insurance Number for the Vässla bike, as well as the registration number.

Insurance plate swap

According to German law, each insurance plate is valid from the 28th February of each year to the 01st March of the following year. Without a valid insurance plate, the Vässla Tribe Member will legally not be allowed to operate the Vässla Bike. Therefore, the Vässla Care Partner will reach out via email two months prior to the legally required insurance plate change (01st March of each year). The Vässla Tribe Member is required to book a date for the license plate change in the send out calendar. If the agreed upon date for the insurance plate is missed by the Vässla Tribe Member or the Vässla Tribe Member fails to book a date for the insurance plate change, after 3 reminders, Vässla is entitled to extraordinarily terminate the subscription and charge the Vässla Tribe Member for the remaining subscription time left. The Vässla Tribe

Member is entitled to prove that Vässla has not suffered any damage or that Vässla's damage is significantly lower than the amount owed under this clause. Vässla reserves its right to claim further damages.

3. Using and taking care of the Vässla Bike

The Vässla Tribe Member acknowledges and agrees that the Vässla Tribe Member's operation of the Vässla Bike is at their sole risk.

The Vässla Tribe Member agrees that riding a Vässla Bike involves many obvious and not-so-obvious risks and hazards, which may result in injury or death to the Vässla Tribe Member or others, as well as damage to property. The Vässla Tribe Member agrees that such risks and hazards cannot always be predicted or avoided and that they are the Vässla Tribe Member's sole responsibility. The Vässla Tribe Member represents that the Vässla Tribe Member is physically fit and reasonably competent to operate the Vässla Bike. The Vässla Tribe Member assumes all responsibilities and risks for any injuries and/or medical conditions when choosing to operate the Vässla Bike.

The Vässla Tribe Member is solely responsible for assessing their general ability, medical condition, weather conditions, including rain, fog, snow, hail, ice, heat or electrical storms, as well as other factors and conditions that can generate any risk to operate the Vässla Bike. The Vässla Tribe Member understands that it is their sole responsibility to adjust, adapt and calculate the Vässla Bike's speed, riding behaviour and braking distance accordingly.

The Vässla Tribe Member understands that roads, sidewalks, and bike lanes may not be suitable places to operate the Vässla Bike and that operation of the Vässla Bike may become increasingly dangerous due to weather, traffic, and/or other hazards.

The Vässla Tribe Member acknowledges that they within their own responsibility shall conduct a basic safety check of the Vässla Bike prior to each usage, including an inspection of the Vässla Bike wheels, brakes, lights, frame, battery level, and a check for visual damage and any unusual or excessive wear of any kind.

The Vässla Tribe Member acknowledges that the Vässla Bike is an electric vehicle which requires periodic charging in order to operate and which may malfunction, even if the Vässla Bike is properly

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maintained, and that such malfunction may cause injury. The Vässla Tribe Member further acknowledges that the battery level remaining in the Vässla Bike will decrease with operation of the Vässla Bike as well as over time, and that the operational capabilities and speed may decrease or cease in their entirety as the level of the battery decreases. The decrease rate of the battery level may vary and differ from time to time due to factors such as Vässla Bike and battery condition, weather conditions, road conditions and/or other varying factors.

Vässla does not guarantee any specific range, speed or battery life.

The Vässla Tribe Member further notes that the use of the Vässla Bike is subject to legislation as applicable from time to time, and that such legislation may change and impede the use of the Vässla Bike.

The Vässla Tribe Member agrees not to operate the Vässla Bike if there are any noticeable issues, and to notify Vässla thereof promptly.

The Vässla Tribe Member agrees to take good care of the Vässla Bike and to not operate the Vässla Bike on unpaved roads, in mountainous terrain, through water and/or ponds, or in any location where the operations is prohibited, illegal and/or a nuisance to any third party.

No one else but the Vässla Tribe Member may operate the Vässla Bike and the Vässla Tribe Member is not permitted to carry a second person, child or animal on the Vässla Bike.

While operating the Vässla Bike, the Vässla Tribe Member may never exceed the maximum weight of 115 kg (kilograms), including any items carried by the Vässla Tribe Member.

The Vässla Tribe Member acknowledges and agrees that Vässla always has a duplicate of the Vässla Bike keys. Should the seat or lock key get lost or broken, a new key must be requested from Vässla. The cost for a new key is EUR 15 per key.

4. Service and maintenance

The Vässla Tribe Member agrees to maintain and service the Vässla Bike in accordance with the guidelines provided by Vässla, in particular in accordance with the required service intervals. Any service and maintenance, including scheduled, shall only be conducted through an authorised Vässla Care Partner.

Regular maintenance and service is included in the subscription fee. Any additional maintenance,

service or repair required during the term (e.g. due to damage caused by the Vässla Tribe Member or excessive use) and which is not covered by the Vässla Bike's warranty, will be at the Vässla Tribe Member's cost.

In case of required service or maintenance, the Vässla Tribe Member is expected to contact Vässla via E- Mail or through our website. The Vässla Care Partner will then contact the Vässla Tribe Member within 48 hours for repair and delivery and will proceed to take action.

The Vässla Tribe Member has no right to claim compensation for the time during which a usage of the Vässla Bike is not possible due to service and maintenance works. In case of any regular service and maintenance works, which take longer than regularly expected, Vässla may offer a temporary replacement of the Vässla Bike and / or a reduction of the subscription fee. The service and maintenance requirements for the Vässla Bike are available at www.vassla.com.

5. The Vässla Bike belongs to Vässla

The Vässla Tribe Member acknowledges that the Vässla Bike remains the exclusive property of Vässla during the term.

6. Allowed purpose of usage

The Vässla Bike shall be used for personal, non-commercial usage only. The Vässla Tribe Member may not in any way modify or use the Vässla Bike for commercial or any other purposes without Vässla's prior written consent. Consent on use of the Vässla Bike for commercial delivery purposes shall be given to Urban Heros (Vässla Tribe Members that use the Vässla Bike for delivery purposes) if they tick the respective box when signing up for the Vässla Club Membership.

Vässla reserves the right to charge a penalty of up to EUR 1,200 if the Vässla Bike is used for other purposes than the ones allowed hereunder and / or if the Vässla Tribe Member falsely claims to qualify as an Urban Hero (usage of the Vässla Bike for delivery services). The actual amount of the contractual penalty shall be determined at equitable discretion, with the appropriateness of the amount being subject to judicial review. The contractual penalty will be set off against any damages incurred by Vässla. The other rights of Vässla under this contract, in particular the right to termination as well as the right to compensation for damages due to breach of duty, remain unaffected.

7. Reporting incidences, theft or disappearance

The Vässla Tribe Member must report to Vässla any loss, theft, accident, crash, damage of the Vässla

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Bike or any personal injury incurred while using the Vässla Bike immediately, latest within 24 hours.

In case of an accident, regardless of whether the accident was caused by the Vässla Tribe Member or a third-party, the Vässla Tribe Member is obliged to 1) call the police immediately 2) call Vässla immediately and report the incident as well as any damages, including the name and address of any third-parties involved in the accident.

In case of theft of the Vässla Bike or any parts thereof (such as a) battery, b) mirror, c) wheels and rim, d) other moveable parts such as the licence plate, etc.) the Vässla Tribe Member is obliged to report such to Vässla within 24 hours, return the key to Vässla (in case of theft of the Vässla Bike) and report the loss or theft to the police in the presence of a Vässla employee or another party assigned by Vässla. Once the police reporting has been sufficiently completed, the Vässla Tribe Member will receive a replacement Vässla Bike from Vässla based on available stock. Vässla reserves its right to withhold delivery of a replacement Vässla Bike until all claims of Vässla against the Vässla Tribe Member have been settled.

In case of theft or loss of the Vässla Bike or parts thereof, the Vässla Tribe Member will be liable to pay the following fees:

- If the Vässla Bike wasn't locked, due to the premium nature of our Vässla Bike and its battery, the Vässla Tribe Member is obliged to pay a EUR 1,200 compensation for the Vässla Bike and EUR 350 for the battery,
 - If, after termination by Vässla, no appointment for collection of the Vässla Bike by the Vässla Tribe Member has been booked within ten (10) days after termination, the Vässla Tribe Member is obliged to pay compensation of EUR 1,200 for the Vässla Bike and EUR 350 for the battery due to the high-value character of our Vässla Bike and its battery
 - If the Vässla Tribe Member's subscription plan includes the rental of a clip-on basket, the Vässla Tribe Member is responsible for removing the basket, when leaving the bike locked and unattended. In case the basket gets stolen, the Vässla Tribe Member will be charged EUR 10.
 - Should the bike have been stolen but has been locked and the battery was not stolen, the Vässla Tribe Member will have to pay EUR 150 as a processing fee.
 - Should the bike have been stolen but has been locked and also the battery stolen, the Vässla Tribe Member will have to pay EUR 500.
- Should only the battery have been stolen, the Vässla Tribe Member will be charged EUR 350.
 - Should the Vässla Tribe Member fail to report, report belatedly (after 24h) and / or fail to return the key of the Vässla Bike to Vässla or the Vässla Care Partner, the Vässla Tribe Member will be liable for the loss or theft of the Vässla Bike and will have to compensate of the value of the Vässla Bike at a rate of EUR 1,200 to Vässla.

If the Vässla Tribe Members Vässla Bike has been reported stolen twice or more than twice during a single term rental period, Vässla reserves the right to terminate the agreement with immediate effect without additional charges for the Vässla Tribe Member besides usual fees established in paragraph 7 of this agreement.

The Vässla Tribe Member is entitled to prove that Vässla has not suffered any damage or that Vässla's damage is significantly lower than the amount owed under this clause. Vässla reserves its right to claim further damages. In the occurrence of a Vässla Bike not being locked / secured and an incident occurs, including loss or theft, the Vässla Tribe Member will have to pay an additional charge for negligence of EUR 1200. The Vässla Tribe Member reserves the right to prove a lesser damage. In the case of vandalism the situation will be assessed individually.

8. Responsibility for damages

Except for normal wear and tear, the Vässla Tribe Member is obliged to keep the Vässla Bike in a good and functional condition at any time. The Vässla Tribe Member shall treat the Vässla Bike like their own property and shall safeguard it against damages, including vandalism, at any time.

In the event of damage to the Vässla Bike, loss of the Vässla Bike and other breaches of contractual obligations, the Vässla Tribe Member is liable in accordance with the general liability regulations. Accordingly, the Vässla Tribe Member is not liable only if they are not responsible for the damage, loss or breach of duty. The damage includes all direct and indirect damages of Vässla, including the mercantile diminished value, increased insurance premiums as well as lost profit. Possible insurance indemnities, which Vässla receives in connection with the damage from insurances, are however to be credited.

According to the general liability regulations, the Vässla Tribe Member is also liable for the infringement of third party rights arising in connection with the use of the Vässla Bike. In this case, too, liability of the Vässla Tribe Member is

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excluded only if the Vässla Tribe Member is not responsible for the infringement of third party rights. The liability of the Vässla Tribe Member also includes the obligation to indemnify Vässla from such claims of third parties.

In the event of wear and tear of the Vässla Bike that exceeds normal wear and tear, Vässla reserves the right to recover the cost of repairs and spare parts from the Vässla Tribe Member and / or the reduced mercantile value. The pricing of the spare parts list may be requested by the Vässla Tribe Member. The Vässla Tribe Member reserves the right to prove that the increased wear and tear is not due to its use or that Vässla has not suffered any damage due to the increased wear and tear. Vässla reserves the right to claim further damages.

9. Responsibility for fines, taxes etc.

The Vässla Tribe Member is responsible for all violations of traffic and regulatory regulations and other legal provisions. The Vässla Tribe Member is also responsible for all disturbances of possession caused by him or her or by third parties to whom he or she leaves the Vässla Bike.

The Vässla Tribe Member indemnifies Vässla from all payments in this context (fines and warnings, fees and other costs), which are demanded from Vässla by authorities or other bodies on the occasion of these violations.

As compensation for the administrative expenses incurred by Vässla due to the processing of enquiries by authorities, other bodies or other third parties in connection with a violation and/or disturbance committed during the term, Vässla is entitled to charge a fee of EUR 15 for each enquiry. The Vässla Tribe Member is entitled to prove that Vässla has incurred a significantly lower expense and / or damage. Vässla reserves the right to claim further damages.

Vässla reserves the right, in defence of its interests, to identify the Vässla Tribe Member to authorities or the public administration if a road-legal violation has been committed (including, but not limited to, traffic violations).

Failure to pay the amounts owed by the Vässla Tribe Member for the above gives Vässla a right to terminate the contractual relationship hereunder. In addition to these amounts, Vässla may also take steps to enforce further claims for damages and losses.

Conclusion of contract

11. Conclusion of the contract / contradiction of other GTCs

The offer of services on the Vässla website does not constitute a binding offer. All requests to conclude a subscription are subject to availability.

By sending the completed subscription request on Vässla's website, the Vässla Tribe Member makes a binding offer to conclude a corresponding contract with Vässla. A contract between Vässla and the Vässla Tribe Member is only concluded when the offer is accepted by Vässla by confirming the subscription. A confirmation of receipt sent after sending the application does not constitute an acceptance of the offer.

Vässla explicitly rejects references and / or counter-confirmations to its own terms and conditions. These will only become part if they are expressly confirmed in writing by Vässla.

Payment and fees

12. Subscription fees etc.

The applicable subscription fees are set out in the subscription form stipulated on the website vassla.com.

Vässla is entitled to change the price list on which its services are based at the end of the respective subscription term. For this purpose, Vässla will notify the Vässla Tribe Member in text form of the price list applicable for the future term at least 45 days before the end of the respective term of the subscription. If the Vässla Tribe Member does not agree with the validity of the amended price list, the subscription may be terminated within the agreed period. Otherwise, the new price list shall be deemed approved. Vässla will inform the Vässla Tribe Member of the intended consequences of the new price list with the notification.

The subscription fee is payable in advance on a monthly basis (first time upon conclusion of the agreement) and independent of the actual time of use of the object. It will not be refunded if the Vässla Tribe Member returns the Vässla Bike before the end of term. There is no entitlement to partial crediting or repayment.

13. Payment methods

In order to subscribe for a Vässla Bike, the Vässla Tribe Member must provide Vässla with information and details to a valid credit, debit card or German bank account for the SEPA direct debit scheme. By providing Vässla with the information and details of a valid credit, debit card, or the bank account number for withdrawing with SEPA direct debit, the

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Vässla Tribe Member represents and guarantees Vässla that they are authorised to use the card or bank account of choice. All fees that become due according to the contractual obligations of the Vässla Tribe Member will be charged to the provided credit or debit card or withdrawn from the designated bank account.

All fees are subject to applicable taxes and other local government charges, which will also be charged and collected by Vässla.

In order to dispute any charges by Vässla to the credit or debit card provided by the Vässla Tribe Member, the Vässla Tribe Member must contact Vässla. The Vässla Tribe Member must provide Vässla with all the information that is reasonably necessary to evaluate the disputed charge, such as the date of use and the approximate starting and ending times of the trip.

The Vässla Tribe Member agrees to inform Vässla of all changes related to the credit or debit card which the Vässla Tribe Member authorised Vässla to charge without any delay.

14. Late payments

When subscription fees or other costs are not paid on the due date or payment transfers are wrongly cancelled or withdrawn, the Vässla Tribe Member is in default. The Vässla Tribe Member will then receive a formal notice to pay the due sums within 14 days. If the outstanding amount is not paid within the 14 day period, Vässla reserves the right to refer the matter to a collection agency. All administrative costs and extrajudicial collection costs are borne by the Vässla Tribe Member. In such cases, Vässla reserves the right to extraordinarily terminate the agreement.

Vässla's liability and indemnification

15. Limited liability

Vässla is liable in cases of intent or gross negligence by Vässla, a representative or a vicarious agent in accordance with the statutory provisions. In all other respects Vässla shall only be liable

- for injury to life, body or health,
- for fraudulently concealed defects,
- for claims according to the product liability law,
- in case of express acceptance of a guarantee of quality by Vässla,
- or the culpable violation of essential contractual obligations. The claim for damages due to violation of essential

contractual obligations is limited to the contract-typical, foreseeable damage.

Any further liability of Vässla is excluded.

Vässla is not liable regardless of fault for initial defects of the Vässla bike (§ 536a para. 1 var. 1 BGB).

16. Indemnification

By choosing to operate the Vässla Bike, the Vässla Tribe Member assumes full and complete responsibility for all related risks, dangers and hazards, and the Vässla Tribe Member agrees that Vässla is not responsible for any malfunction thereof, injury, damage or cost caused by the Vässla Tribe Member with respect to any person or property, including the Vässla Bike itself.

The Vässla Tribe Member will indemnify and hold Vässla free from all losses, suits, claims or other proceedings relating to or arising out of the Vässla Tribe Member's use of the Vässla Bike and any breach of these terms of use.

17. Force Majeure

A party shall not be responsible for late or poor performance of its obligations under the Contract if the failure is due to circumstances beyond the party's control, such as lightning, strikes, fire, acts of war, pandemics, epidemics, requisition, requisition, foreign exchange restrictions, riot or civil disobedience, transportation restrictions, shortage of goods, constitutional changes by public authorities, official restrictions or shortage and/or delay in delivery by suppliers ("Force Majeure"). The party failing to perform the Contract shall be excused from the allegation of failure in the performance of the obligations as long as the Force Majeure continues. The party claiming force majeure must immediately inform the other party thereof and set out in an appropriate manner the circumstances for the existence of force majeure. The defaulting party is always obliged to take appropriate measures to mitigate the effects of force majeure. If the default due to Force Majeure continues for more than three (3) months, the other party shall be entitled to terminate this Agreement in whole or in part with immediate effect.

Privacy

18. Processing of personal data

Vässla needs to register and process the Vässla Tribe Member's personal data such as name, address, phone number and e-mail address, and is the controller of such data.



Vässla processes such information in order to administer, perform the contract and provide information regarding the Vässla Bike as well as vehicle-related services. Subject to the Vässla Tribe Member's explicit consent, Vässla may further use such information for marketing purposes.

Vässla will share personal customer data such as name, address, phone Number, e-mail address with the Vässla Care Partner (for contacting the Vässla Tribe Member for Delivery, Pick-Up, Service Purposes) as well as Vässla's insurance partner R+V insurance for the handling of potential insurance claims.

More detailed information, including the legal basis of Vässla's processing of personal data, can be found in Vässla's privacy policy as applicable from time to time (available at www.vassla.com), which applies to the agreement.

Term and termination

19. Term

The agreement enters into force when the Vässla Tribe Member's subscription application for the Vässla Bike is accepted by Vässla and shall, unless early terminated, remain in force for the term subscribed for as set out in the subscription form, starting from the date of the Vässla Tribe Member's retrieval of the Vässla Bike.

The term is subject to automatic renewal, unless terminated in accordance with section 21.

20. Subscription term specifications

The subscriptions available at the time of the conclusion of the contract are listed on the website [vassla.com], including the applicable terms, cancellation periods, prices as well as other fees.

Vässla reserves the right to change or discontinue subscriptions with effect for the future. In the event of changes, Vässla will notify the Vässla Tribe Member in writing at least 45 days prior to the end of the applicable subscription term. If the Vässla Tribe Member does not agree with the validity of the amended subscription, it may terminate the subscription within the agreed period. Otherwise, the terms and conditions of the new subscription shall be deemed approved. Vässla will inform the Vässla Tribe Member of the intended meaning with the notification. In case of discontinuation of a subscription, Vässla has the right to terminate the subscription with a notice period of one month.

The subscription entitles the holder to the "Vässla Care" functionality which includes the following services: Free repair of the Vässla Bike, for defects appearing in the context of normal and habitual use

of the Vässla Bike. Examples of such defects can be a flat tire, a broken engine, a torn wheel, broken lighting; The exchange of the Vässla Bike shall be subject to limits of available stock and shall only be owed within the Service Area in which the Vässla Bike was delivered to the Vässla Tribe Member.

Furthermore, the Vässla Tribe Member has the option to use the Vässla Bike for delivery purposes (Urban Hero), if the respective option is offered by Vässla and if it is chosen by the Vässla Tribe Member in their subscription plan. An additional monthly fee of EUR 30 occurs in this case.

The subscription includes the rental of the external lock. It must be returned at the end of the subscription. Should the Vässla Tribe Member be unable to return it, Vässla will charge the Vässla Tribe Member EUR 20 for the value of the external lock.

21. Retrieving the Vässla Bike

Once the Vässla Tribe Member has signed the subscription agreement and made payment of the initial fees etc., the Vässla Tribe Member will receive the bike through the Vässla Care Partner after booking the time slot for delivery.

When the Vässla Bike delivery is scheduled, a EUR 25 no show fee will be charged after 2 confirmed meetings were scheduled but not attended by the Vässla Tribe Member.

When the Vässla Bike delivery is scheduled, a EUR 25 no show fee will be charged after 2 confirmed meetings were scheduled but not attended by the Vässla Tribe Member.

If the subscription is terminated by Vässla due to non-payment of one or more rates, the Vässla Tribe Member is obliged to choose a date for collection within ten (10) days. Should this not happen, the Vässla Bike will be reported as stolen in accordance with clause 7 and the subscription will be terminated in accordance with clause 22.

22. Termination by the parties / Automatic renewal

Each party may terminate the subscription at the end of term, by giving the prior written notice period stipulated in and agreed upon in the subscription application form. Text form (including email at club@vassla.com) is sufficient for termination. § Section 545 BGB shall not apply.

If the subscription is not terminated at the end of the term, it will be extended by the term stated in the application form.

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The right of Vässla or the Vässla Tribe Member to terminate the subscription without notice for good cause (§ 314 BGB) remains unaffected.

An important reason, which entitles Vässla to terminate the subscription without notice, exists in particular, but not exclusively, if the Vässla Tribe Member:

- is in default with the payment of one or more than one due instalments;
- is in default with the payment of any other payments due under this Agreement;
- uses the Vässla Bike contrary to his contractual obligations under Clauses 2 and 3; ;
- fails to comply with the obligations to replace the insurance number plate;
- breaches the obligations under clause 9;
- has provided false information; or
- objects to any amendment to these Terms and Conditions.

Upon extraordinary termination of the agreement pursuant to this section, the Vässla Tribe Member shall pay (i) all due and outstanding fees and as well as other payments to be made pursuant to the subscription as well as this agreement; (ii) all costs incurred by Vässla due to the early termination; and (iii) all outstanding subscription fees for the remainder of the term. The Vässla Tribe Member shall have the right to prove a lower damage. Vässla reserves the right to claim further damages.

Any fees paid will not be reimbursed in case of any extraordinary termination pursuant to this section.

23. Return upon termination, excess wear and tear

Upon termination of the agreement, the Vässla Bike (including any accessories, keys and documents) shall be returned immediately to the location within the Service Area as specified by Vässla, at the Vässla Tribe Member's expense and risk, and all outstanding fees and costs shall be paid. The Vässla Tribe Member's liability for Vässla Bike (including the obligation to pay the subscription fee) shall not cease until Vässla has been given the opportunity to take possession of Vässla Bike.

Should the Vässla Tribe Member miss scheduled appointments for the Vässla Bike collection more than 2 times within 48 hours, Vässla will have the right to report the bike as stolen and the Vässla Tribe Member will be charged EUR 1,200 for the Vässla Bike and EUR 350 for the battery in recovery fees. The Vässla Tribe Member shall have the right to prove a lower damage. Vässla reserves the right to claim further damages.

Miscellaneous

23. Contact

Besides the contact details stipulated in the subscription form and or the website (vassla.com), Vässla can be contacted by emailing club@vassla.com, or by regular mail to Vässla's physical address Vässla Deutschland GmbH (Vässla) , Sachsenstraße 6, 20097 Hamburg, Germany.

24. Assignment

Vässla may assign or pledge all or any of its rights and/or obligations under the Subscription and this Agreement, including ownership of the Vässla Bike, but subject to the Vässla Tribe Member's contractual rights. The Vässla Tribe Member is not entitled to assign or pledge his rights under the subscription and this agreement as well as the Vässla Bike or any part thereof.

25. Offsetting / Right of Retention

The Vässla Tribe Member may only set off its claims against claims of Vässla insofar as the claims of the Vässla Tribe Member are legally established, undisputed or acknowledged by Vässla.

The Vässla Tribe Member may only assert their right of retention (in particular to the Vässla Bike) insofar as this is based on the same contractual relationship as the claim of Vässla.

26. Severability clause

If any provision of these Terms and Conditions is invalid, illegal or unenforceable, the remaining provisions shall nevertheless remain in full force and effect without being affected or invalidated thereby. The parties are aware of the case law of the Federal Court of Justice that a cure clause merely reverses the burden of proof. However, it is the express intention of the contracting parties to maintain the validity of the remaining provisions in all circumstances and thus to waive section 139 of the German Civil Code in its entirety. The invalid, illegal or unenforceable provision shall be replaced by a provision that comes closest in economic terms to the invalid, illegal or unenforceable provision. The same shall apply in the event of a regulatory gap.

27. Governing law and disputes

VÄSSLA

The agreement is governed by and shall be construed in accordance with German law.

The jurisdiction of the courts for disputes in connection with the subscription and these contractual terms and conditions shall be governed by the statutory provisions. If the Vässla Tribe Member moves his or her domicile or habitual residence to another country outside of Germany after the conclusion of the contract, Vässla may bring an action before the courts in Hamburg. This also applies if the Vässla Tribe Member is not a consumer in the sense of § 13 BGB (German Civil Code).

The European Commission offers an online dispute resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>. Vässla is not obliged or willing, however, to participate in dispute resolution proceedings before consumer arbitration boards.

28. Right of withdrawal

If the subscription was placed on Vässla's website and the Vässla Tribe Member is a consumer, the Vässla Tribe Member has the right to cancel the subscription during a 14-day cancellation period without giving any reason, by means of a clear declaration (e-mail) of the decision to cancel this contract. The model withdrawal form can be used for this purpose, but is not mandatory.

To comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of

withdrawal before the expiry of the withdrawal period. Vässla reserves the right to charge a handling fee of EUR 49 in the event of a revocation and the subscription fee on a pro-rata basis for the number of days during which the Vässla Bike was at the Tribe Member's disposal.

29. Entire agreement and amendments

The Vässla Tribe Member acknowledges that the agreement contains the complete, final, and exclusive integrated agreement between the Vässla Tribe Member and Vässla with respect to its subject matter. Amendments to this agreement must be made in text form.

Vässla is entitled to change these contractual conditions at any time for technical, economic or legal reasons with effect for the future. Vässla will notify the Vässla Tribe Member of an amendment in text form at least 6 weeks before the amendment comes into force. The Vässla Tribe Member may consent or object to the amendment before it comes into force, but consent shall be deemed to have been given if the Vässla Tribe Member has not objected to the amendment before it comes into force. Vässla shall specifically inform the Vässla Tribe Member of this in the notice of amendment. Vässla reserves the right to terminate the subscription if the Vässla Tribe Member objects to a change in these contractual conditions.

The Vässla Tribe Member confirms by ticking the box in the sign up form and therefore by signing up to the subscription plan that they have read and understood the terms and consequences of the agreement, and that the Vässla Tribe Member is fully aware of the legal and binding effect of the agreement.