



Subscription terms of Use, Sweden

Vässla AB, Swedish Reg. No. 559117-4882 with registered address at Kungsgatan 84, SE-112 27 Stockholm, Sweden (“**Vässla**”) offers rentals of electrical vehicles. These terms of use apply to all such subscriptions and by signing up to a subscription you as a Vässla Tribe Member enters into a binding agreement with Vässla on the terms and conditions set out herein. If the Vässla Tribe Member does not accept the agreement or is not willing to be bound by (or cannot comply with) it, he/she may not subscribe for or use the relevant vehicle offered for subscription.

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 right to withdraw (*ångerrätt*).

1. Retrieving the vehicle

Once the Vässla Tribe Member has signed up to the subscription and made payment of initial fees etc., he/she may retrieve the vehicle during normal opening hours at the time and collection point notified by the Vässla Care team. The Vässla Tribe Member will be required to show valid identification upon such retrieval.

General subscription requirements

2. Vässla tribe Members must be at least 18 years old

In order to subscribe for a vehicle, the Vässla Tribe Member must be at least 18 years of age.

3. Using and taking care of the vehicle

No one else but the Vässla Tribe Member may operate the vehicle and it is not permitted to carry a second person, child or animal on the vehicle. A driver's license is required in some jurisdictions, as well as evidence of insurance etc (*eg.* Germany and Spain). The Vässla Tribe Member may only use the vehicle in such countries if he/she holds the relevant license and evidence (to be carried with at all times when operating the vehicle).

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

The Vässla Tribe Member represents that he/she is physically fit and reasonably competent to operate the vehicle. The Vässla Tribe Member assumes all responsibilities and risks for any injuries and/or medical conditions when choosing to operate the vehicle.

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 vehicle. The Vässla Tribe Member understands that he/she must adjust, adapt and calculate the 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 vehicle and that operation of the vehicle may become increasingly dangerous due to weather, traffic, and/or other hazards.

The Vässla Tribe Member acknowledges that he/she shall conduct a basic safety check of the vehicle, including an inspection of the vehicle's wheels, brakes, lights, frame, battery level, and a check for visual damage and any unusual or



excessive wear of any kind. A zero emissions sticker shall be visible on the vehicle at all times when operating it in Spain.

The Vässla Tribe Member agrees not to operate the vehicle if there are any noticeable issues, and to notify Vässla thereof promptly, at the address set out in section 24.

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

When operating the vehicle, The Vässla Tribe Member shall wear a CE- standard, equivalent or a higher standard helmet that has been properly sized and fitted for him/her, and any other suitable protective equipment.

4. Service and maintenance

The Vässla Tribe Member agrees to maintain and service the vehicle in accordance with the instructions or service book for the vehicle. Any maintenance, including scheduled ditto, shall only be conducted through an authorised Vässla Care provider. Scheduled 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 vehicle's warranty, will be at his/her cost. The service and maintenance requirements are available at www.vassla.com.

5. The vehicle belongs to Vässla

Subject to section 6, The Vässla Tribe Member acknowledges that the vehicle remains the exclusive property of Vässla during the term. The Vässla Tribe Member may not in any way modify or use the vehicle for commercial or any other purpose.

6. Purchase of the vehicle

Throughout the subscription period, the Vässla Tribe Member may request to purchase the vehicle by contacting Vässla, and Vässla will then calculate the relevant purchase price (taking any subscription fees and deposit paid into account).

7. Insurance

The Vässla Tribe Member shall ensure that he/she carries any relevant insurance in respect of his/her possession and use of the vehicle, in addition to the insurance provided by Vässla.

8. Restrictions on operating the vehicle

The Vässla Tribe Member may not operate the vehicle while under the influence of alcohol, drugs, medication, or any other substance that may impair the ability to safely operate the vehicle. The Vässla Tribe Member agrees not to use any device while riding a vehicle, including, but not limited to, media players, mobile telephones, text messaging devices, or other device(s) that may distract or impede from safely operating the vehicle.

9. Reporting incidents and loss

The Vässla Tribe Member must report any loss, theft, accident, crash, damage or personal injury to the Vässla Care team immediately. If a crash involves third party personal injury, property damage, or any other third-party damages, the Vässla Tribe Member shall report the incident to the local police department as soon as possible. This also applies if the vehicle is lost or stolen. A copy of the complaint with the police shall be forwarded 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 the appendix "Applicable fees and charges" of this agreement.

10. Responsibility for damages

Except for normal wear and tear, the vehicle must be kept in good, functional condition and otherwise fulfil the terms and conditions of the agreement.

The Vässla Tribe Member is strictly liable for loss of, or damage to, the vehicle until it is returned to Vässla in connection with the termination of the agreement, as well as any claim by a third party as a result of improper or unlawful use of the vehicle. The Vässla Tribe member thus agree that Vässla can hold him/her responsible and liable for any misuse, theft or loss of the vehicle, including consequences, claims, causes of action, losses, liabilities, deductibles, damages, injuries, costs and expenses, penalties, or disbursements of any kind.

11. Responsibility for fines, taxes etc.

The Vässla Tribe Member is solely responsible for any violations related to the vehicle, including payment of all resulting fines, sanctions and penalties.

Any applicable taxes and similar fees connected with the ownership or use of the vehicle shall be paid by the Vässla Tribe Member to the relevant public authority.

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).

Vässla may charge for any costs resulting from infringements related to the vehicle, including the investigation thereof as well as any fines, penalties and legal costs incurred by Vässla.

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.

12. The vehicle is an electric vehicle

The Vässla Tribe Member acknowledges that the vehicle is an electric vehicle that requires periodic charging in order to operate. The battery level remaining in the vehicle will decrease with operation of the vehicle as well as over time, and 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 vehicle and battery condition, weather conditions, road conditions and/or other varying factors. The distance, speed and/or time that the Vässla Tribe Member may operate the vehicle before power level is null is not in any way guaranteed by Vässla.

Payment and fees

13. Subscription fees etc.

The applicable standard fees are set out in end of this document. In each case, fees and other charges may be subject to applicable taxes and

government charges, which may be charged and collected by Vässla. Any fees or other payments to be made by the Vässla Tribe Member as described in these terms of use will be charged by Vässla to his/her credit or debit card or any other agreed payment method.

In the event that Vässlas costs increase due to amended legislation, decisions or similar issued by public authorities it shall be entitled to alter the subscription fee with immediate effect. The Vässla Tribe Member will be notified of any such change.

The subscription fee is payable in advance (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 vehicle is returned before end of term. There is no entitlement to partial crediting or repayment.

14. Payment methods

In order to subscribe for a vehicle, the Vässla Tribe Member must provide Vässla with information and details to a valid credit or debit card. By providing Vässla with the information and details of a valid credit or debit card the Vässla Tribe Member represents and guarantees Vässla that he/she is authorised to use the card of choice. All fees that occur due to his/her actions will be charged to the provided credit or debit card. All fees are subject to applicable taxes and other local government charges, these may also be charged and collected by Vässla.

In order to dispute any charges by Vässla to the credit or debit card provided, the Vässla Tribe Member must contact Vässla within two months from the date of the disputed charge. He/she must provide Vässla with all the information that Vässla finds 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 he/she authorised Vässla to charge without any delay.

15. Late payments

In the event of delay in payment pursuant to the agreement, the Vässla Tribe Member shall pay default interest on the amount due in accordance



with the Swedish Interest Act, (*Räntelag (1975:635)*), as well as charges for payment reminders and collection fees in the amount permitted under applicable law (for Sweden, SEK 60 and SEK 180 respectively), and other costs connected with the delay.

Disclaimers, liability and indemnification

16. Disclaimer

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

The Vässla Tribe Member agrees that vehicles are electric vehicles which may malfunction, even if the vehicle is properly maintained, and that such malfunction may cause injury. The Vässla Tribe Member agrees that riding a vehicle involves many obvious and not-so-obvious risks and hazards, which may result in injury or death to oneself 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 oneself's sole responsibility, including, but not limited to, choosing whether to wear a helmet as required by local law or utilise other protective gear. The Vässla Tribe Member agrees that he/she is liable for any resulting injury, damage, and related cost, when using the vehicle. The Vässla Tribe Member further notes that the use of the vehicle is subject to legislation as applicable from time to time, and that such legislation may change and impede the use of the vehicle. By choosing to operate the vehicle, the Vässla Tribe Member assumes full and complete responsibility for all related risks, dangers and hazards, and he/she 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 vehicle itself.

17. Limited liability

The Vässla Tribe Member acknowledges and agrees, with the limitation of mandatory law, that Vässla is not responsible or liable for any claim that arises out of or relates to his/her use of, or inability to use, the vehicle.

The Vässla Tribe Member acknowledges and agrees that except in case of gross negligence or wilful misconduct, Vässla is not responsible or liable

for any breach of these terms of use or violation by the Vässla Tribe Member of any applicable law as a consequence of or in the course of using the vehicle. Vässla's liability shall at all times be limited to the fees paid by the Vässla tribe Member to Vässla hereunder.

18. Indemnification

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

Privacy

19. Processing of personal data

Vässla needs to register and process the Vässla Tribe Members' 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 vehicle. Subject to the Vässla Tribe Members' consent and/or Vässla's legitimate interests, Vässla may further use such information to provide vehicle-related services as well as marketing.

More detailed information, including on sharing, and 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

20. Term and automatic renewal

The agreement enters into force when the Vässla Tribe Member signs the subscription for the vehicle and shall, unless early terminated, remain in force for the term subscribed for, starting from the date of the retrieval of the vehicle.

Urban Pro initial term: 6 months Urban Flex initial term: 1 month

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

21. Termination by the parties

VÄSSLA

Each party may terminate the agreement at the end of term, by giving prior written notice (eg. by e-mail) to the other party. Such notice of termination shall be sent to the other party not later than:

- (a) Urban Pro subscribers, one (1) month prior to end of term; and
- (b) Urban Flex subscribers, two (2) weeks prior to end of term.

If the agreement is not terminated by such notice, each term will be extended for a term corresponding to the initial term for the subscription (as set out in section 20).

A party may also terminate this agreement by written notice, if delivery of the vehicle is delayed by more than four (4) weeks.

22. Termination by Vässla

Vässla may at any time unilaterally terminate the subscription and demand return of the vehicle if the Vässla Tribe Member:

- (a) fail to retrieve the vehicle within two (2) weeks from the date of the agreement;
- (b) fail to make payment of fees or other payment pursuant to the agreement more than ten (10) days after the due date for payment, or repeatedly fail to make payments when due;
- (c) endanger Vässla's title to the vehicle;
- (d) neglect or wilfully damage the vehicle; or
- (e) materially or repeatedly breach the agreement.

Upon termination of the agreement pursuant to this section (b)-(e), the Vässla Tribe Member shall pay (i) all due and outstanding fees and as well as other payments to be made pursuant to the agreement; (ii) all costs incurred by Vässla due to the early termination; and

(iii) compensation corresponding to the amount of all outstanding subscription fees for the remainder of the term.

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

23. Upon termination, excess wear and tear

Upon termination of the agreement, the vehicle (including any accessories) shall be returned immediately to the retrieval point set out in section 1 or such other location as specified by Vässla, at the Vässla Tribe Member's expense and risk, and all outstanding fees and costs shall be paid. The liability for the vehicle (including the obligation to pay the subscription fee) shall not cease until Vässla has been given the opportunity to take possession of the vehicle.

If the vehicle has been exposed to more than normal wear and tear, the Vässla Tribe Member shall compensate Vässla in an amount determined by it as corresponding to the diminution in value and/or the cost of necessary replacement parts.

Miscellaneous

24. Contact

Vässla can be contacted by emailing hi@vassla.com, or by regular mail to Vässla's physical address Vässla AB, Kungsgatan 84 bv, 111 27 Stockholm, Sweden.

25. Assignment

Vässla may assign or pledge all or parts of its rights and/or obligations pursuant to the agreement, including title to the vehicle, however subject to the Vässla Tribe Member's rights pursuant to the agreement. He/she is not entitled to assign or pledge the vehicle or any part thereof.

26. Governing law and disputes

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

The Vässla Tribe Member agrees that any disputes arising out of or relating to the agreement, the breach thereof, or the subject matter thereof, unless otherwise required by a mandatory law in any other jurisdiction, shall be governed by the laws of Sweden and be settled exclusively by Swedish courts, with the first instance District Court of Stockholm (*Stockholms tingsrätt*).

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

27. Right of withdrawal



If the subscription is concluded by completing the registration form on Vässla's website (www.vassla.com) and the Tribe Member is a consumer, the Tribe Member has the right to withdraw with immediate effect from the subscription without giving a reason within fourteen (14) days of receiving the subscription confirmation email by sending a written notice of withdrawal to Vässla. If the Tribe Member withdraws the subscription within the fourteen-day withdrawal period, a registration fee of 49€ and the subscription will be charged to the Tribe Member on a pro-rata basis for the number of days during which the Vässla Bike was at the Tribe Member's disposal.

28. Responsibility for equipment

The Vässla Tribe Member's obligations regarding the vehicle also apply in respect of any other equipment provided by Vässla (eg. helmet, battery, lock, basket).

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. Deviating or supplementary regulations of the customer do not apply, even if Vässla does not explicitly object to them.

Vässla reserves the right to amend, modify, or change these terms of use, at its sole discretion and without any prior notice or cause. Such amended terms of use will be available at www.vassla.com.

By continuing to use the vehicle after any amendment, modification, or change, the Vässla Tribe Member has agreed to be bound by all such amendments, modifications and changes unless otherwise prescribed by law, in which case they will apply as of the earliest time allowed for under law. The Vässla Tribe Member must carefully review the terms of use on a regular basis to maintain awareness of amendments, modifications and changes.

You confirm that you have read and understood the terms and consequences of the agreement, and that you are fully aware of the legal and binding effect of the agreement.

Applicable fees and charges

Subscription fees

Urban Pro: EUR 79/month plus (for Urban Delivery Hero) EUR 30/month Urban Flex: EUR 79/month plus one-time set-up fee of EUR 50.

Theft, loss or similar incidences:

EUR 1,200 for vehicle + EUR 350 for battery: if vehicle was not locked with a Vässla approved lock
EUR 10: if basket was left on vehicle unattended

EUR 150: if vehicle was locked and battery was not stolen

EUR 500: if vehicle was locked and battery was stolen

EUR 350: if only the battery was stolen

Fines:

EUR 15: minimum for administration of any occurring fines or similar (plus any fine charged to Vässla)
EUR 1,200: if vehicle is used for other purposes than personal ones

EUR 1,200: if vehicle is used for commercial purposes, and/or lying to be an Urban Hero

No show:

EUR 25: if you book delivery/pick up 2 times and fail to show up both times

Return:

EUR 20: if lock is not returned

EUR 1,200: after 2 times no-show within 48 hours for return of the vehicle (it will then be reported as stolen), payable whether subsequently returned or not

EUR 15: for any lost key

Other fees and charges:

Please note that other fees and charges apply as set out in the terms and conditions (eg. section 22). Other fees and/or charges might occur in case the



vehicle is in bad condition beyond normal wear and tear, spare parts are needed etc as determined by