

Eco Urban Scooters Limited T/a Zeus Scooters and Zeus Scooters GmbH Terms of Use

General Terms and Conditions for Using Eco Urban Scooters Limited T/a Zeus Scooters and Zeus Scooters GmbH Services:

Updated 16th June 2020

1. THE PARTIES

The **service providers** are the following entities that are residents of the European Union:

- **Eco Urban Scooters Ltd T/a Zeus Scooters** registered in Ireland 655377 with a registered office at Ravenswood Lodge, Bunclody, Carlow Y21PW77
- **Zeus Scooters GmbH** registered in Germany HRB 254843 with a registered office at C/o **Steuerberaterin Renate Schnürch**, Nymphenburger Straße 1 80335 München

Contact information:

E-Mail: support@ecourbanscooters.com

NB: *In this document, "we", "our", or "us" refer to Eco Urban Scooters Limited and Zeus Scooters GmbH. All references to Eco Urban Scooters Limited and Zeus Scooters GmbH will be collectively referred to as ZEUS SCOOTERS throughout this document and all apps owned and operated by ZEUS SCOOTERS are referred to as ZEUS MOBILITY throughout this document.*

The **user** (here in after referred to as "user") is a person of legal majority who uses the service offered by ZEUS SCOOTERS, carried out and expressly approved the registration process and accepted these Terms and Conditions.

To complete the registration process and to be able to use the ZEUS SCOOTERS service, the General Terms and Conditions have to be approved by selecting the respective checkbox

2 GENERAL TERMS

These General Terms and Conditions (hereinafter referred to as "Terms of Use or "General Terms") govern together with the Special Terms and the enclosed documents the contractual relationship between the parties regarding the rental service of vehicles for personal mobility for use in the city.

It is recommended that the user reads them thoroughly.

The acceptance of these General Terms assumes the acceptance of the Special Terms and their appendices.

These General Terms, the Special Terms and the appendices can be accessed on the ZEUS SCOOTERS website www.zeusscooters.com and the ZEUS MOBILITY APP. All this may be modified or updated by the company at any time.

The user will be informed about any updates or modifications of the General Terms, Special Terms and appendices so that they can be accepted according to the provisions of point 16 of these General Terms.

3. DEFINITIONS

For the purpose of these General Terms, the following definitions apply:

- **User:** the person with a properly validated *ZEUS SCOOTERS* user account and the person who uses the rental services of the vehicle for personal mobility (hereinafter referred to as: “the user”).
- **General terms:** Refers to the sections of this document.
- **Special Terms:** the special terms are the clauses that apply to the parties depending on the city in which the service is ordered, as every city has its own particularities and specific local provisions.

The Special Terms that apply in any case are the ones of the city or place where the service is carried out. The place of the service is determined by the place of delivery of the user.

The Special Terms are supported by appendices that comprise of the local regulations of the city.

- **ZEUS Mobility Mobile APP:** the mobile application which is used to manage and utilise the user rental service.
- **Website:** refers to the page with the URL www.zeusscooters.com
- **User account:** the account created by the user during the registration process in the *ZEUS Mobility* application, validated by *ZEUS SCOOTERS* and required to conclude a contract regarding the service.
- **PLEV:** “Personal Light Electric Vehicles” refers to any electric scooter or other electrically powered vehicle that forms part of *ZEUS SCOOTERS* fleet of vehicles and that can be rented by users for their effective use.
- **Service:** the service provided to the user, which is charged as follows:
 - Rental billed by unlock fee and time usage from the unlock time to the log off time when the vehicle is returned
 - Rental on a fixed rate by minute, hour or day as determined by *ZEUS SCOOTERS*
 - Rental based on subscription charges
- **City:** refers to the city in which the *ZEUS SCOOTERS* services operate and therefore defines the area in which the PLEV can be used. The city is specified by the location where the PLEV is delivered and provided for use.

- **Traffic zone:** refers to the area and/or area within the city in which the PLEV can be driven. The traffic zone of every city is indicated in the *ZEUS SCOOTERS* registration and on the website
- **Parking Zone:** refers to the areas or zones in which the PLEV can be provided and returned. The business areas can be found in the Special Terms of the respective city, on the website and in the *ZEUS Mobility* app.
- **Support:** Customer service which can be reached under the following contact information:

E-Mail: support@zeusscooters.com

4. SUBJECT

The contract relationship between the parties is governed by the General Terms as well as the Special Terms and their appendices.

Subject of these General Terms is the regulation of the rental service of the PLEV for the benefit of the user in the city. The service comprises of the rental of the PLEV for the effective useful life (per ride or per minute) or of a rent per day, month or year.

Through the rental of the PLEV by the user, the ownership of the PLEV is not abandoned or transferred. They remain the property of *ZEUS SCOOTERS* .

The rental service of the PLEV is subject to the availability of the PLEV. The user can see the location and availability of the PLEV in the *ZEUS MOBILITY* app.

5. REQUIREMENTS FOR THE USE OF ZEUS SCOOTERS SERVICE

The user has to meet the following requirements to be able to use the rental service of the PLEV offered by *ZEUS SCOOTERS* :

- Must be at least 18 years old or has reached the legal age
- Must have a *ZEUS MOBILITY* user account
- Must have experience or minimum skills with driving a PLEV and has to be familiar with the operation and the safe handling of PLEV
- Must have a minimum of knowledge of driving and of the local traffic regulations that are provided to the PLEV
- Must have accepted these General Terms that include the Special Terms and appendices.

6. USER REGISTRATION, USER ACCOUNT

The registration process is free of charge.

To carry out the registration process, the *ZEUS MOBILITY* app has to be downloaded via the online app stores or on the website.

After the *ZEUS Mobility* app has been downloaded, a user account has to be created. For this purpose, the registration has to be completed and the information required has to be transmitted.

It will be necessary to provide information about the selected payment method.

The email address entered during the setup of the user account can be changed at a later time.

In case it is required for the type of vehicle rented, *ZEUS SCOOTERS* can request documents, such as the driving licence. The user can transfer these via the *ZEUS Mobility* app or send them by email.

After the registration process has been completed, the user is able to start utilising the *ZEUS SCOOTERS* service

A user cannot have more than one user account.

The user account is personal and cannot be transferred. Moreover, the user has to be the only person utilising the service. The user has to take appropriate measures to ensure the confidentiality of the user account information, especially the login data.

In case the login data of the user account are lost or stolen or reasonable suspicion exists that the account is being used by a third person, the user shall inform *ZEUS SCOOTERS* immediately via the contact information provided in these General Terms.

If the user is at fault (intent or gross negligence), they are liable for all liabilities or damages arising from the use of their user account by a third person.

The user is obliged to keep the information provided for creating their user account, especially the billing and contact information (except the email address entered during the registration process and the selected payment method), up to date. The failure to comply with this requirement entitles *ZEUS SCOOTERS* to suspend the service for the user.

7. NETWORK ACCESS

The user needs to connect the device with the Internet to be able to download the *ZEUS MOBILITY* app and complete the service via these General Terms.

The user accepts that *ZEUS SCOOTERS* is not responsible for the quality and availability of the Internet network and that the availability of the service can be impaired by the quality and availability of the Internet connection, which is provided to the user by their telecommunications provider.

ZEUS SCOOTERS gives no performance guarantee for the *ZEUS MOBILITY* app. It is not part of the

performance that the *ZEUS MOBILITY* app is available, safe or flawless at any time or that minor errors in the software or service will be fixed. In this respect *ZEUS SCOOTERS* does not offer any warranty.

8. NOTIFICATIONS

When creating the user account, the user accepts that *ZEUS SCOOTERS* can send informative text messages (SMS), emails as well as automated notifications as part of the normal operations.

9. PRICE, PRICE STRUCTURE, MEANS OF PAYMENT, FINES and INVOICING

Price

The price of the service depends on the Special Terms of the respective city that can be changed according to the provisions of point 16.

The prices include the taxes applicable to the country in which the city is located.

The current prices applying for every city can be found on the website and in the *ZEUS MOBILITY* app.

In case a PLEV is returned outside the business area, the additional prices apply that are indicated in the Special Terms of every city

Price Structure

The price for the service shall be paid as follows:

- The usage fee (by minutes or effective duration) shall be paid when the PLEV is in use.
- The Unlock fee shall be paid when the PLEV is provided
- The daily rent shall be paid at the time of the booking
- The rent for monthly or yearly subscriptions are paid at the beginning of the subscription period.
- The user is able to top up their wallet prior to use of the PLEV and an invoice/receipt is provided when use of the service is taken in line with the legislation of the country the service is being provided in. By accepting these Terms & Conditions, the user authorizes the charge of this service
- The user is required to have a minimum amount in their wallet before partaking in the service provided. The minimum amount is provided within the app.

Means of Payment

The price shall be paid by the means of payment which is specified in the user account at the relevant time.

The payment method may be selected during the creation of the user account or at a later point in time in the settings.

The means of payment that can be selected in the *ZEUS SCOOTERS* app are those which are each indicated in the application.

The available payment methods currently are as follows:

- Debit Card
- Credit Card
- PayPal

Additionally, *ZEUS SCOOTERS* can, at its own direction, disburse rewards or bonuses to the users. The user can see the remaining amount of the credit account and bonus account in the user account at any time if these accounts are active.

The balances in the bonus account cannot be transferred to third parties or other users of the service. Furthermore, they cannot be used outside of the *ZEUS MOBILITY* app.

In case the user terminated the service, the balance in the bonus account will be cancelled automatically.

Outstanding Payments

In case of outstanding payments to *ZEUS SCOOTERS*, the service shall be automatically disabled for the user (temporarily), until the pending payment has been fully settled. If the outstanding payment cannot be pursued as set, the contractual relationship shall be terminated and the service shall be cancelled permanently.

Payments can be deemed outstanding for credit related to services rendered, for amounts due for damages of the PLEV, for fines, sanctions, loss of the PLEV or for any other amount the user owes to *ZEUS SCOOTERS* according to the conditions set in these General Terms.

Fines are set as follows:

- For driving without a confirmed or valid rental contract or for transferring the access data to another user: €300
- For loss or all repair fees incurred due to the fault of the user: arising expenses depending on the amount billed
- For additional costs incurred due to the fault of the user (e.g. Towing / picking up the vehicle etc.): arising expenses depending on the amount billed
- For parking a PLEV at not publicly accessible locations: €30

For the collection of outstanding payments, the following process shall be used, which is free of charge for the user:

- i. First, the balance in the bonus account shall be used to collect the money.
- ii. In case the bonus account does not show any credit, the balance in the credit account shall be used.
- iii. If this amount is not sufficient, *ZEUS SCOOTERS* is entitled to settle the remaining costs via another payment method configured in the user account (credit card, direct debit or other method).
- iv. In case of the termination of the contract by the user, the user has to settle outstanding payments, which are not payable with the balance in the bonus account. *ZEUS SCOOTERS* is in any case entitled to collect the remaining amount via the payment method set in the user account (credit card, direct debit or another method).

- v. If it is not possible to collect the outstanding payments via one of the methods mentioned here, *ZEUS SCOOTERS* is entitled to transfer the claim to a debt collecting agency for collection. *ZEUS SCOOTERS* is entitled to charge the user for its own and third-party collection measures, insofar they were necessary for the relevant handling and are proportionate to the respective claim.

Invoicing

The invoice for services will be generated and sent to the email address the user provided during login to the application or via their profile in the user account.

Objections to *ZEUS SCOOTERS*'s fees shall be made within 14 days from the postal date of the invoice.

10. DURATION AND TERMINATION OF THE CONTRACT

These General Terms, the corresponding Special Terms and the appendices remain in force between the two parties until the contract is cancelled. The contract can be cancelled by either party at any time.

As indicated above, the user can unsubscribe from the service at any time by informing *ZEUS SCOOTERS* in writing to the contact address indicated in these General Terms.

As soon as the user has unsubscribed from the service, the user account shall be deleted and the service disabled.

The contractual relationship is dissolved by *ZEUS SCOOTERS* if *ZEUS SCOOTERS* informs the user about this in any manner or if *ZEUS SCOOTERS* has ceased to provide the service for any reason.

For monthly or yearly subscriptions, the application for revocation of the service shall be made at least 15 days before the next payment of the monthly or yearly fee.

If the user terminates the service while still having some credit in their credit account, *ZEUS SCOOTERS* shall collect the outstanding payments and return the remaining amount.

In case a user of a monthly or yearly service cancels the contract while the subscription is still valid, *ZEUS SCOOTERS* shall collect the outstanding payment and return the remaining already invoiced amount proportionately.

When the contract is terminated due to a breach of the obligations set in these General Terms, Special Terms and Appendices, the user has to accept responsibility for any loss or damage resulting from this breach.

11. TERMS OF USE OF THE SERVICE AND OBLIGATIONS OF the user

Rental period

- Start: The rental of the service begins as soon as the user has requested the rent of the PLEV via the *ZEUS Mobility* app and *ZEUS SCOOTERS* has confirmed the service.
- End: The rent ends as soon as the PLEV has been returned correctly. It is clear that the PLEV has been returned appropriately when the *ZEUS MOBILITY* system indicates this in the *ZEUS MOBILITY* login, as explained later in this section
- During the rental period, the user is responsible for the PLEV insofar that he or she assumes liability for any damage to the PLEV that occurred during this period.

Availability and Maintenance

- The rental service of the PLEV is subject to the availability of the PLEV.
- The availability of the PLEV for the benefit of the use depends on the order of the arrival and inquiry of the user.
- *ZEUS SCOOTERS* makes every effort to meet the demand of the user for the availability of a PLEV but cannot guarantee that the provision of the PLEV is sufficient for all users at any time, as the service remains subject to the availability of the PLEV, as indicated.
- *ZEUS SCOOTERS* is responsible for the maintenance and repair of the PLEV. However, *ZEUS SCOOTERS* does not guarantee that the PLEV available are free of operating and functional problems
- If 24 hours have passed and a provided PLEV has not been used, the service shall be terminated automatically and *ZEUS SCOOTERS* is entitled to provide the PLEV to other users.

Simultaneous rental of multiple PLEVs

- In general, the rental of multiple PLEVs at the same time by one user is prohibited.
- In case several PLEVs have been rented at the same time, the responsibility of the user set in these General Terms and under the Special Terms are extended to the user for every PLEV. The user is therefore responsible for the performance of the other PLEV drivers.

Provision of the PLEV to the user

The provision of the PLEV takes place in the business area.

- The *ZEUS MOBILITY* app shows the available PLEV to the user and that it was allocated to the service requested.
- To release the PLEV from the *ZEUS SCOOTERS* anti-theft security system, the user takes the steps provided in the *ZEUS MOBILITY* app.
- The battery level can be checked in the app. For synchronization reasons, the actual level can deviate from the level indicated in the app
- When delivered initially, the battery of the PLEV is sufficiently charged for a range of at least 20km.

Inspection of the PLEV

- After the PLEV was provided, the user should carry out an inspection to ensure that the PLEV works correctly.
- The inspection includes a check of the operative components of the PLEV, such as brakes, wheels, battery level, type plate (if applicable for the PLEV type), lights or reflective lights, GPS device.

- If one of the components mentioned shows a malfunction, the *ZEUS SCOOTERS* customer service should be noticed immediately (support@zeusscooters.com). The communication regarding the malfunction of the PLEV has to take place within the first 5 Minutes of the rent, otherwise we assume that the PLEV provided works correctly.
- After support@zeusscooters.com is informed about the malfunction, the services shall be aborted and the user shall not be charged.
- The user can request access to another functioning PLEV after the service is cancelled. The usage of this PLEV shall be charged according to the prices and conditions set in these General Terms.

Special terms of use

The user acknowledges and confirms that:

- he or she is experienced in the operation and safe handling of the PLEV
- he or she is physically and mentally fit to drive the PLEV
- he or she is sober
- he or she is familiar with the traffic regulations of the city as well as the rules and local, municipal and state laws regarding the utilization and the driving of a PLEV
- he or she knows the city's traffic zones.

Furthermore, the user accepts and confirms that:

- hopping on or hopping into a PLEV and the ride through the city with a PLEV poses a risk to oneself, as there is a risk of accident. Therefore, the user is obliged to exercise due diligence during the ride with the PLEV
- he or she is sufficiently trained to use, operate and drive a PLEV, whether or not *ZEUS SCOOTERS* or a third person explained the usage and handling of the PLEV
- It's his or her sole responsibility to acquire and use a helmet and/or other approved security and safety equipment or accessories, if this is required under the local provisions of the city or the state law.
- the use of a helmet and / or other safety equipment does not exclude the risk of injury during an accident.
- he or she is responsible for any harm caused to other human beings during the usage or ownership of the PLEV
- the service is subject to a fee.

Commitments of the user during use

Under our Terms of Use the user is obliged to:

- Comply with the General and Special Terms
- Not to leave the PLEV unattended and use it with caution during the rental period
- Use the stand to park the PLEV
- Maintain and handle the PLEV with care
- Not give or sub-let the PLEV to third parties or other users. If the user handed over or sub-let the PLEV to a third person or another user, the user is responsible for any damage or incident caused by the PLEV or based on it

- Use a duly authorized helmet or the correct safety equipment in case this is required under the local regulations of the city
- Not load more than 93 kg onto the PLEV
- Respect and comply with the traffic and safety regulations of the city as well as their practices and customs
- Check the traffic zones and to not exceed the speed limit of every street
- Always act with due diligence, respect the fundamental safety measures and adapt the driving behaviour to the weather conditions
- Avoid driving a PLEV in unfavourable weather conditions
- Not overspeed
- Not transport any objects that prevent the user from driving safely
- Not transport any other users with the PLEV (apart from the user)
- Not use the PLEV under the influence of alcohol, drugs or other substances under any circumstances
- Not use any mobile devices while driving the PLEV (including the use of electronic devices for listening to music as well as phone calls and other services that distract the user or prevent a safe handling of the PLEV)
- Not use the PLEV if an apparent technical defect was noted
- Not use the PLEV for races, jumps and / or acrobatics
- Not use the PLEV for commercial purposes
- Not use the PLEV for towing, dragging or pushing people, objects or other vehicles
- Respect pedestrians and other public road users
- Not modify or alter the PLEV in any way
- Not attach stickers or other elements to the PLEV
- Not remove or break accessories, parts or components of the PLEV
- Not commit criminal offenses with the PLEV or during the rental period
- Return the PLEV within the business area
- Pay the additional fees if the PLEV was returned outside the business area
- Park within authorised areas and use anti-theft mechanisms, if applicable, whilst the PLEV is not used
- Have the *ZEUS MOBILITY* app up to date by installing the current version available in the app store
- Ensure the confidentiality of the access data of the user account

GPS Location Device

- The PLEVs are equipped with GPS systems that enable *ZEUS SCOOTERS* to determine the exact location of the PLEV at any time.
- The purpose of the PLEV detection device is to become aware of, recognise and prevent any criminal offenses and to analyse the performance of the PLEV
- The electronic devices and systems of *ZEUS SCOOTERS* are also used to monitor the status, operation and movement of the PLEV.
- The information gathered with these systems can be used during and after the completion of any service, with the sole purpose to enable the execution, control and compliance of the service and to analyse its performance.

Returning the PLEV

- The PLEV shall be returned under the same conditions as when it was provided.
- The return of the PLEV has to take place in the business area of the city and in areas in which the parking of the PLEV is allowed.
- In case the PLEV is returned outside the business area in the city, the user is charged with additional fees indicated in the Special Terms.
- In order to be able to return the PLEV properly the system has to recognize the return of the PLEV correctly.
- For the return, the user has to follow the steps indicated in the *ZEUS MOBILITY* app and ensure that the *ZEUS MOBILITY* app recognises and registers the return properly.
- The rental period ends after the return of the PLEV was noted.
- The user can see the completed rental process, the total rental period and the applied total fee in the *ZEUS MOBILITY* app.
- In case the *ZEUS MOBILITY* app cannot recognise the return of the PLEV for any reason (e.g. poor Internet connection), the user shall contact *ZEUS SCOOTERS* immediately to solve the incident with the help of customer support or via the application.
- If the PLEV has not been used for a period of 24 hours, the service shall be terminated automatically and *ZEUS SCOOTERS* is entitled to provide the PLEV to other users.
- In case the user does not return the PLEV in a correct manner (as indicated in these Terms of Use) and the PLEV is stolen or damaged, the user is obliged to pay the price of the PLEV as indicated in the Special Terms to *ZEUS SCOOTERS*.
- If required, the user has to provide details about the exact place the PLEV was left.
- The user is obliged to respect the specific requirements regarding the business area.
- When parking, the user has to ensure that the PLEV does not impede other users and road users and that it is left on a dedicated parking area. It is prohibited to park the PLEV in the following places: at trees, traffic signs, traffic lights, parking meters, vending machines, fences of third parties, benches, containers, garbage containers, in front of or near emergency exits and fire stations, in front of entries and exits, in no-parking zones, in access roads to public transport, on bike lanes, at ancillary elements for a better orientation of visually impaired people, on crosswalks, in buildings, backyards, leaned on other vehicles, in parks and on green areas, at places where the PLEV obstructs advertisements or city furniture, the functionality of a facility is impaired, in areas reserved for loading or at places that are reserved for other users or services and in general at all other prohibited places where parking is not allowed or regulated by the local provisions of the city.
- The user is responsible for verifying whether temporary prohibitions (due to works, markets, festivities, pruning, film recordings etc.) apply to a parking area.
- The service cannot be terminated if the PLEV is parked in areas with daily or hourly parking restrictions, if the restriction begins less than 24 hours after the PLEV was parked. Example: If the parking prohibition starts on Tuesday at 9:00 am, then the user is not allowed to park the vehicle in the restricted area after 9:00 am on the preceding Monday.
- If the user violates the above-mentioned regulations when parking, additional fees according to the rates indicated in the Special Terms may apply. In case the PLEV has been parked in violation of the above-mentioned provisions, the service remains active until the PLEV has been returned in accordance with these provisions. This is, however, limited to 24 hours after the PLEV has been parked in violation of these provisions
- The *ZEUS SCOOTERS* system can prevent the locking of the PLEV when returned, if the non-compliance with the return provisions was noted. If this happens and the user leaves the

PLEV unattended, the return was not carried out correctly and the user shall be held responsible for any loss in case of theft or vandalism.

- In case the incorrectly parked PLEV was removed by the relevant authorities and taken to the respective vehicle depositary, the user shall bear the costs for recovering the PLEV (in addition to the fine imposed)

12 ACCIDENTS

In case the user is involved in an accident, the following applies:

- The user shall contact the local police immediately.
- The user shall inform *ZEUS SCOOTERS* about the accident and the damages on the PLEV as soon as possible.
- The user assumes responsibility of an accident if he or she can be blamed for it.
- The assumed responsibility shall in any case include the obligation to repair the damages and the compensation of losses caused to third parties as well as the reimbursement of damages of the PLEV, even if the PLEV has to be replaced entirely. In this case the replacement value is the one stated in the Special Terms.
- In accordance with the above-mentioned provisions, *ZEUS SCOOTERS* is entitled to invoice the user for any repair and recovery costs of the PLEV as well as amounts payable to third parties that arise from damages incurred in responsibility of the user. The payment can be made via the payment methods configured in the user account.

13. THEFT

If the PLEV, its accessory parts or any components were stolen during the rental period, the user has to:

- a) Contact the *ZEUS SCOOTERS* customer service immediately (support@zeusscooters.com)
- b) Submit the respective report to the authorities responsible
- c) Send a copy of the claim to *ZEUS SCOOTERS* within 24 hours after it was reported.

In case of theft, loss or disappearance of the PLEV, the user shall pay the amounts indicated in the Special Terms of the city to *ZEUS SCOOTERS*.

14 FINES, SANCTIONS AND OTHER PENALTIES

- The user shall bear full responsibility for their infringements and assumes all resulting fines, sanctions and penalties, including all fees or fines for parking the PLEV at prohibited places, the costs for recovering the PLEV from municipal deposits, traffic-related fines or fines for failing to wear safety equipment, such as helmets, in case this is mandatory
- To defend its interest, *ZEUS SCOOTERS* reserves the right to identify the user to the authorities or the public administration in case the traffic regulations were violated during the rental period (traffic offense, prohibited parking).
- Similarly, *ZEUS SCOOTERS* can claim the costs for infringements committed by the user, such as fines, penalties and legal expenses paid by *ZEUS SCOOTERS*. The payment shall be made via the payment methods configured in the user account.
- Failure to pay the amounts owed by the user in the above-mentioned circumstances shall entail the immediate termination of the contractual relationship between *ZEUS SCOOTERS* and the user. In addition to these amounts, *ZEUS SCOOTERS* shall take any measures to legally assert further claims for damage and losses incurred.

15. CHANGES

- *ZEUS SCOOTERS* may change these General Terms, the Special Terms and the appendices at any time. In this case the user shall be notified via email to the email address provided.
- The changes are deemed to have been accepted by the user in case he or she did not enter an objection with one (1) month after the new conditions were communicated. *ZEUS SCOOTERS* shall expressly inform the user about the significance of not entering an objection.
- They shall be accepted in any case if the user continues to use the service via the *ZEUS MOBILITY* app after the new conditions have been submitted.
- The new versions of the General and Special Terms are also available in the *ZEUS SCOOTERS* app and website.

16. DISCLAIMER

- *ZEUS SCOOTERS* does not warrant that the service shall be available at any time and without interruption. Furthermore, *ZEUS SCOOTERS* does not guarantee the availability of the users.
- *ZEUS SCOOTERS* shall not be liable for damages resulting from slight negligence. However, personal injuries shall be excluded.
- *ZEUS SCOOTERS* shall not be held responsible if the Company fails to adhere to their commitments fully or partly due to situations of force majeure, including, but not limited to, actions of public administrations, fire, floods, explosions, demonstrations, civil disturbances, strikes, labour disputes, inadequacies, power outage, interruption of telecommunication systems or some other unforeseen circumstance.

17. INTELLECTUAL PROPERTY

- All copyrights, trademarks, trade names, logos and other intellectual or industrial property rights held and used by *ZEUS SCOOTERS* as well as those present in the *ZEUS MOBILITY* app or on the website (including titles, graphics, icons, scripts, source codes etc.) are the property of *ZEUS SCOOTERS* or third party licensors and may not be reproduced, distributed, sold, used, modified, copied, limited or used (in whole or in part) without prior written permission.
- The user shall confirm and guarantee that he or she has all intellectual or industrial property rights referring to any text, picture, information and all other content he or she makes available and publishes through *ZEUS SCOOTERS* systems (in the *ZEUS MOBILITY* app or on the website). The user shall provide only content that is in full compliance with the existing legislative framework and / or does not result in an infringement of the intellectual or industrial property rights of third parties. At its sole discretion, *ZEUS SCOOTERS* may edit, remove or hide from platforms contents and information provided by the users in whole or in part.
- If the user submits proposals for changes, improvements or other comments to *ZEUS SCOOTERS* and / or its services (hereinafter referred to as “comments”), *ZEUS SCOOTERS* shall be entitled to use these comments for any purpose (including marketing or other business purposes), without being obliged to make an adequate contribution to the user in return. The user agrees to transfer all rights, claims and interests (including any intellectual or industrial property rights) contained in his or her comment and / or referring to his or her comments to *ZEUS SCOOTERS*.

18. CONTACT

For the purpose of establishing contact with *ZEUS SCOOTERS*, our email is support@zeusscooters.com

19. COMPLAINTS AND CLAIMS

The user shall file a complaint or raise a claim through the communication channels listed in the contact and contact information section of this contract.

20. NULLITY

Should any part of these General Terms (including the Special Terms) be declared invalid or annulled, the other articles remain in effect without loss of value or validity. In such a case, the invalid clauses shall be replaced by valid ones that comes as close as possible to the purpose of the invalid clauses.

21. BREACH OF CONTRACT:

- In case of breach of contract, *ZEUS SCOOTERS* shall be entitled to terminate the contract and claim the damages and losses resulting from the infringement.
- A breach by the user is in any case the breach of undertakings in these General Terms, Special Terms and appendices, especially the failure to carry out the fundamental duties of the user.

22. APPLICABLE LAW AND JURISDICTION

These General Terms (including the Special Terms and their appendices) are subject to Irish law and German Law, dependent on which jurisdiction the service is used, excluding application of the provisions of international private law and of the UN CISG

23. DISPUTE RESOLUTION

ZEUS SCOOTERS shall not participate in a dispute resolution procedure with a consumer conciliation body.

IMPRESSUM/LEGAL DISCLOSURE

Zeus Scooters GmbH

c/o Renate Schnürch

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80335 München

Deutschland

Registration and Company Details

Handelsregister beim **Amtsgericht München**

HRB: 254843

Steuernummer: 143/194/61125

Geschäftsführer: Young, Damian Andrew, Bunclody / Irland

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