

# TERMS & CONDITIONS

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL

#### 1.1. About the service

Stellantis Financial Services Nederland B.V. (Chamber of Commerce 64256766), established at Lemelerbergweg 12, Amsterdam, hereinafter “Drive4joy”, offers a subscription service whereby the user subscribes to a vehicle and uses this vehicle for a fixed amount per month without a down payment (“Subscription”). From the start, the Subscription has a standard binding period of 3, 6, or 12 months, depending on the subscription chosen. The Subscription is paid in advance. Payments are made monthly at the beginning of the subscription month (for example, 15 February and then 15 March). The subscription can also be chosen with a standard inclusion of 1000, 2000, or 3000 km per month (for some city cars we also offer packages of 500 km per month, and for micromobility vehicles this is standard 500 km or 1000 km per month). For every kilometer driven above the included kilometers, EUR 0.20 (incl. VAT) per kilometer will be charged. The mileage is settled at the end of the subscription. Unused kilometers can therefore be carried over to the next month. If at any point the user has driven 2500 km more than included in the subscription, this will be charged to the user immediately. Drive4joy reserves the right to adjust the subscription price. Drive4joy must give at least 30 days’ notice of this. All changes to the Subscription will be communicated to the user in advance by email.

The user is obliged to pay other usage costs associated with normal use of the vehicle, including but not limited to: fuel / electric charging, windshield washer fluid, toll charges, parking, fines/assessments, and regular washing. The user gets access to “My page” on the website [www.Drive4joy.nl](http://www.Drive4joy.nl) (“Website”), where information and news about the Subscription and additional usage costs are displayed.

#### 1.2. Included additional services

The following services are included in the Subscription:

- Service and maintenance in the Netherlands and 24/7 roadside assistance at home and abroad;
- Replacement transport after 2 hours;
- Insurance as set out in article 4.6;
- All-season tires;
- The option to terminate the subscription after the chosen minimum binding term of 3, 6, or 12 months. A notice period of 1 month always applies. After the chosen minimum term, the nature of the subscription changes into a monthly subscription. The previously chosen conditions remain the same;
- The option to switch vehicles after the chosen minimum binding term of 3, 6, or 12 months. After that, a new minimum term of at least 3, 6, or 12 months starts again, depending on the newly chosen subscription;
- Customer service available 5 days a week between 9 a.m. and 6 p.m. by telephone, email, and chat function on the website.

The user agrees to these Subscription conditions (“Subscription Terms”) and the text of the agreement by electronic consent.

## 2. ACCEPTANCE OF THE SUBSCRIPTION TERMS

The Subscription Terms govern the use of the car and the user’s commitment to the Subscription. By taking out a Subscription, the user accepts these Subscription Terms and the associated privacy policy and agrees to be bound by them for the duration of the Subscription.

Drive4joy reserves the right to make changes to the Subscription Terms at any time. In the event of changes, Drive4joy will send a message to the user by email. Updated Subscription Terms will also be available on the Website at all times. If changes to the Subscription Terms result in a significant change to the rights and/or obligations of the user, the changes will be communicated to the user 30 days before they take effect. If the user does not accept the new Subscription Terms, the Subscription must be terminated.

If Drive4joy does not receive a notice of termination by email within 30 days at [nl-support@Drive4joy.nl](mailto:nl-support@Drive4joy.nl), this means that the user agrees to the amended Subscription Terms. If the user continues to use the Subscription after new Subscription Terms have come into effect, the user therefore agrees to be bound by the updated Subscription Terms.

## 3. ENTERING INTO THE SUBSCRIPTION

### 3.1 Taking out a Subscription.

To enter into the Subscription, the user must:

- be older than 25 years and have a residential and postal address in the Netherlands;
- be younger than 70 years old;
- identify themselves; for this purpose Drive4joy will use digital identification via IDIN;
- have held a driving license valid in the Netherlands (class B) for at least 3 years;
- meet the income requirements set by Drive4joy (net monthly income must be at least 4x the monthly subscription price). If necessary, additional documentation may be requested. For business customers, a separate check is carried out by Stellantis Financial Services to verify suitability;
- accept the privacy and Subscription Terms;
- register a credit card with Drive4joy (all cards except pre-paid credit cards are accepted). This credit card will be used for payment of all services related to the Subscription. Business customers may pay via their business bank account by SEPA direct debit.

By entering into the Subscription, the user undertakes to provide correct and complete information and is responsible for keeping this information up to date at all times. Contact details can be updated in writing on the Website under the user’s profile page. As described in the privacy statement, Drive4joy has the right to communicate with the user via a registered email address, chat, telephone number and/or postal address in accordance with applicable law. Drive4joy has the right to carry out a credit check and an insurance history check on the user, if necessary via a third party, before deciding on the subscription application. Drive4joy reserves the right to refuse subscription applications without giving reasons.

The Subscription is personal and non-transferable to others. The user is responsible for all activities relating to the Subscription.

A private user may at all times only enter into 1 subscription with Drive4joy at the same time.

A business user may take out multiple subscriptions.

The user is responsible for not disclosing the username and password belonging to the Subscription to third parties. If there is reason to suspect that others have access to a username and/or password, the user is obliged to notify Drive4joy immediately.

#### **4. SERVICES INCLUDED IN THE SUBSCRIPTION**

##### **4.1 Delivery of vehicles**

The Subscription relates to the products consisting of the purchase of a certain type of vehicle that has active status on the user's "My Page" during the term of the Subscription. At the start of the Subscription, the vehicle can be collected from an agreed pick-up point or ordered for home delivery. Surcharges and geographic limitations may apply.

If the Subscription is canceled unilaterally by the user within 3 days before the start date and therefore delivery of the car, a fee of EUR 250 will apply to cover the costs incurred by us.

In the event of interruption of the Subscription or a change of vehicle, a separate agreement is signed electronically between Drive4joy and the user prior to delivery. Please note: This document is used to document the condition of the car upon handover. This document must be signed and returned within 24 hours. If not, all damage not known to Drive4joy may be recovered from the customer. The starting point is that the vehicle to be returned must be brought back to the pick-up point from which the car came, unless specifically agreed otherwise.

After the termination of a Subscription and/or a subsequent resumption, Drive4joy does not guarantee an identical vehicle. Delivery/collection costs may be added at any time in accordance with the current price list on the Website. Drive4joy is obliged to deliver the car on the agreed day between 09:00 and 17:00. The driver will make contact when leaving for the delivery/collection destination. The vehicle must be in good condition; these guidelines are stated on the Website. The vehicle will be delivered to the user with at least 50% battery charge or a 100% full petrol tank. The same applies when the user returns the vehicle in connection with a pause, change of vehicle type, or termination of a subscription. If it appears that the vehicle is returned with insufficient battery charge or fuel in the tank, costs may be charged for this (see also article 13).

##### **4.2 The duration of the Subscription, changes, and switching vehicles**

From the start, the Subscription has a binding period of 3, 6, or 12 months (depending on the chosen subscription) and is valid from the moment the vehicle is handed over to the user. An advance payment is made prior to each subscription month. After the binding period, the Subscription may be canceled monthly. The Subscription lasts until one of the parties terminates it. Termination must be made to Drive4joy via "My Page" on the Website. In the event of termination, the Subscription remains valid up to and including the day the vehicle is returned to Drive4joy. If this falls within the month, the remaining amount paid in excess will be refunded to the user.

Upon termination of the Subscription, the return delivery of the vehicle is agreed between the parties. Delivery/collection costs may be added at any time in accordance with the current price list; see article 13.

The user may only exchange the vehicle for another vehicle via “My Page” on the Website or via chat after the binding period. The monthly subscription price after switching vehicles is adjusted to the selected vehicle and is valid from the day the vehicles are exchanged. Please note: after a vehicle swap, a new minimum subscription period of 3, 6, or 12 months starts again, depending on the newly chosen subscription. The exchange of the vehicle is agreed between the parties and delivery/collection costs may be added in accordance with the current price list. If the user does not show up at the agreed time, any additional costs will be charged to the user. See also article 4.1 regarding replacement and delivery of vehicles.

Changes to the subscription may be passed on to Drive4joy no later than 14 days after delivery of the car. After the statutory cooling-off period has expired, it is not possible to change the subscription within the minimum binding period chosen when entering into the subscription. If the subscription is terminated early by the customer for any reason, a penalty will be charged of 50% of the monthly amount multiplied by the remaining months within the minimum term. By way of illustration: If you have a subscription of EUR 500 per month for a minimum of 12 months and you want to terminate the subscription early after 6 months, you will pay 6 times EUR 250 to buy out the subscription.

Drive4joy reserves the right to terminate the Subscription with immediate effect in the event of a breach of the Subscription Terms.

#### **4.3 Kilometer limitation and use abroad**

The Subscription has a kilometer limit depending on the number of kilometers chosen at the start of the subscription. There is a choice of a package of 500, 1000, 2000, and 3000 km per month (for micromobility vehicles this is 500 km or 1000 km per month). Respectively, this concerns 12,000, 24,000, and 36,000 kilometers per year (for micromobility vehicles this is 6,000 km per year). Every kilometer driven above the chosen kilometer limit is charged at EUR 0.20 (incl. VAT) per kilometer. The mileage is settled at the end of the subscription. If at any point the user has driven 2500 km more than included in the subscription, this will be charged to the user immediately.

The vehicles made available by Drive4joy may only be used within the European Union, Norway, Iceland and Liechtenstein (EEA), Switzerland, and the United Kingdom. It is therefore not permitted to use the vehicle outside these areas. Drive4joy reserves the right to restrict use outside the Netherlands if special circumstances arise. When using the vehicle abroad, administration costs may be charged for all manual handling of tolls, charging costs, parking fees, speeding fines, or other surcharges charged abroad related to the car. Travel outside the Netherlands may not last longer than 60 consecutive days. Costs not covered by international roadside assistance are borne by the user.

If Drive4joy discovers that the vehicle is being used outside the permitted areas as stated in article 4.3, Drive4joy has the right to unilaterally terminate the subscription immediately and retrieve the car. All additional costs resulting from this are borne by the user.

#### **4.4 Returning the vehicle upon termination of the Subscription or vehicle swap.**

The conditions for returning a vehicle apply both when switching vehicles and when terminating the Subscription. After the chosen binding period, the user may switch to another

vehicle at any time. After a vehicle swap, a new minimum subscription period of 3, 6, or 12 months applies. There must therefore always be at least 3, 6, or 12 months between vehicle swaps.

Switching the vehicle takes place via “My Page” on the Website or by chat. See also article 4.2. When returning a vehicle, the user is responsible for returning the vehicle in the same condition as when entering into the Subscription. The user is responsible for any damage discovered when the vehicle is returned and that has not yet been recorded in the vehicle’s damage logbook. The user is liable for damage to the vehicle. A deductible of EUR 500 (incl. VAT) applies per damage incident. If damage amounts to less than EUR 500, the actual amount will be charged. In addition, a standard cleaning charge of EUR 50 applies when returning the vehicle. That said, the user must also ensure that the vehicle is washed inside and outside and is returned with a battery charged to at least 50% or with a 100% full fuel tank. If the car is returned exceptionally dirty, the actual costs of special cleaning will be charged (see article 13). Return is deemed to have taken place when both the vehicle and the car keys have come into the possession of Drive4joy in accordance with the handover conditions. The user is responsible for the vehicle until the physical handover has taken place. If the user chooses to physically leave the vehicle after placing it in the indicated location, the user remains responsible until a representative of Drive4joy has inspected the vehicle.

If, in Drive4joy’s opinion, there is a valid reason for doing so, Drive4joy may require that the vehicle be returned earlier than agreed. The user must promptly be informed of the valid reason, but this does not affect the obligation to return the vehicle. Drive4joy has the right to collect the vehicle after the end of the agreed subscription period if the user is not willing to return the vehicle promptly on a voluntary basis. The costs of this will be charged to the user. In the event of exceeding the agreed return date or other serious violation of the Subscription Terms, any discounts, insurance, or special agreements may be canceled by Drive4joy.

#### **4.5 Carrying out regular preventive maintenance (service, tire changes)**

The Subscription may extend over periods in which services considered regular maintenance are needed, including servicing and tire replacement. The car itself indicates when this is necessary. The user is obliged to make the vehicle available during the maintenance period at an official brand dealer. Always make an appointment for this, so that the dealer can start working on the car immediately when you bring it in. Drive4joy is obliged to make active efforts to keep the maintenance period as short as possible. If the maintenance cannot be carried out on the same day, you are entitled to a temporary replacement car. This must be provided by the official brand dealer. If the dealer cannot find the vehicle in its system, you may indicate that it is a Drive4joy car. Communication may then take place via [wagenparkbeheer@stellantis-finance.com](mailto:wagenparkbeheer@stellantis-finance.com).

The user remains responsible for topping up windshield washer fluid, antifreeze, oil, and coolant if this is necessary outside the maintenance services. The user will not receive reimbursement for this.

#### **4.6 Insurance**

Drive4joy has all vehicles insured on a fully comprehensive basis. The insurance premium forms part of the monthly subscription amount, being the subscription price. The user may

not enter into insurance contracts relating to the vehicle with other insurers. For the full conditions, see the insurance terms of Drive4joy.

The insurance has extensive comprehensive coverage and includes a deductible for the user of EUR 500.00 per event.

**4.6.1** Drive4joy has taken out third-party liability insurance and a provision for own damage to the car. If damage cannot be recovered from another party, a deductible applies. The deductible also applies in the event of theft of the car, or if the car is declared a total loss. This deductible is charged per non-recoverable damage incident. The deductible amounts to EUR 500.00 per event. The deductible applies to tire damage. No deductible applies to windshield damage if you have the window repaired with a resin injection. In the case of window replacement, however, the deductible will be charged up to a maximum of EUR 68.00. The maximum insured amount for Third-Party Liability is EUR 2,500,000 per event.

**4.6.2** If the car is stolen and/or if there is damage to the car, you must notify Drive4joy or the insurance company ([Drive4joy@aon.nl](mailto:Drive4joy@aon.nl)) within 24 hours. You must also send a fully completed claim form and statements from witnesses and/or other documents about the incident to Drive4joy and the insurance company as soon as possible. All damage must be reported to Drive4joy and the insurance company ([Drive4joy@aon.nl](mailto:Drive4joy@aon.nl)).

**4.6.3** If you have damage to the car, you must, if possible, have the police draw up an official report and/or incident report and send it to Drive4joy. If the car has been stolen, you must always have an official police report and/or incident report drawn up.

**4.6.4** If your report to Drive4joy or the insurance company is late or incomplete, you are liable for the resulting damage. Damage that you have not reported must be reimbursed to Drive4joy after final return of the car.

**4.6.5** If damage to the car occurs because you or your co-driver drove under the influence of alcohol, narcotics, or medication affecting driving ability, you must pay all resulting damage and costs.

**4.6.6** You may not do anything that could prejudice the interests of Drive4joy and/or the insurance company. You may not do, say, or declare anything from which it could be inferred that you are liable or that you are obliged to pay compensation.

**4.6.7** You or your co-driver must bring the car to a Service Point immediately after damage occurs for assessment and/or repair.

**4.6.8.** The subscription includes passenger accident insurance (OVI). In the event of an accident, you are entitled to the following benefits:  
OVI: in the event of bodily injury, a fixed amount (EUR 30,000 in the event of total permanent disability and EUR 15,000 in the event of death).

#### **4.7 Excluded from insurance coverage**

**4.7.1.** damage that is the intended or certain consequence of an act or omission of the insured.

**4.7.2.** damage caused while the actual driver is legally (and/or according to article 5.4 of the General Terms and Conditions of Drive4joy) unauthorized to drive the motor vehicle.

**4.7.3.** damage caused during:

**4.7.3.1** participation in speed races or rally driving.

**4.7.3.2** regularity or skill competitions.

**4.7.3.3** rental of the motor vehicle.

**4.7.3.4** the professional transport of persons or goods, including dangerous or environmentally polluting substances for which a legal permit is required.

**NB.** The exclusions mentioned above do not apply to the insured who proves that the circumstances referred to occurred without his knowledge and against his will and that he cannot reasonably be blamed for them.

**4.7.4.** damage arising from or caused by armed conflict, civil war, insurrection, domestic disturbances, riots, or mutiny.

**NB.** For the meaning of these terms, the definitions deposited by the Dutch Association of Insurers on 2 November 1981 at the registry of the District Court of The Hague under number 136/1981 apply.

**4.7.5.** damage caused by, occurring during, or resulting from nuclear reactions, regardless of how they arose.

**4.7.6.** damage arising during the period in which the motor vehicle has been seized or is being used pursuant to a decision of a civil or military authority.

**4.7.7** damage to property owned by the policyholder or the driver or that they hold for any reason whatsoever, insofar as not otherwise stipulated elsewhere in the policy.

**4.7.8.** damage caused by persons who obtained control of the motor vehicle through theft or violence and by persons who, knowing this, use the motor vehicle without valid reason.

**4.7.9.** damage arising while the driver of the motor vehicle, at the time of the event, was under such influence of alcoholic drink or any intoxicating or stimulating substance that he should not have been deemed capable of properly driving the motor vehicle.

**4.7.10.** damage through embezzlement, fraud, joyriding, and theft insofar as this results from insufficient care for those objects attributable to the driver.

**4.7.11.** damage caused by one of the acts prohibited under article 5.4 of these general terms and conditions.

## **5. USER RESPONSIBILITY AND CUSTOMS DUTIES**

### **5.1. The user's duty to inspect**

As far as possible, the user is obliged to inspect the vehicle for visible damage or defects upon delivery/collection of the vehicle. The user is obliged to report any damage or defects before the vehicle is put into use. If the user does not report visible damage or defects even though they are present and nevertheless uses the vehicle, the user loses the right to claim these defects later. Drive4joy may ultimately hold the user liable for this damage. The user is obliged to familiarize themselves with the rules applicable to the vehicle and the applicable traffic rules. The user has a particular obligation to take note of relevant driving licence regulations, rules regarding alcohol/drug use, and traffic rules applicable to the use of the vehicle.

### **5.2. Obligation to maintain**

The user is obliged to take care of general maintenance insofar as this does not fall under the maintenance referred to in article 4.5 during ongoing Subscriptions, and is obliged to ensure that the vehicle is always in proper roadworthy condition. This means that during the subscription period the user must actively contribute to the manufacturer's maintenance program for the vehicle made available. The user is also responsible for regularly cleaning the interior and exterior of the vehicle and, in general, for proper maintenance of the vehicle. It is the user's responsibility to inform Drive4joy if the vehicle indicates that service is needed (warning lights are on), or if the user knows / suspects that the vehicle needs maintenance / service. The user undertakes to deliver the vehicle to the location designated by Drive4joy so that the vehicle can undergo maintenance. When changing tires, the user undertakes to have the wheel nuts re-tightened after driving 35-50 km. Drive4joy can always be contacted for maintenance questions.

### **5.3 User liability in the event of damage**

The user is obliged to contact Drive4joy immediately if something is wrong with the vehicle and to contact the insurance company ([Drive4joy@aon.nl](mailto:Drive4joy@aon.nl)) and Drivenjoy if damage is identified that is not recorded in the vehicle's damage logbook. If the user does not do this, they may be held liable for all damage and defects that arose to the vehicle after delivery. Drive4joy or its representative will then instruct the user on how to act. The user may not carry out repairs or changes to the vehicle without Drive4joy's written permission, nor engage third parties to carry out repairs or changes to the vehicle. The user must immediately notify the police if the car has been involved in an accident or if there is personal injury, even if no third party is involved. In the event of loss, theft, or damage to the car, the user is responsible for the deductible stated in these Subscription Terms. The insurer and Drive4joy will attempt to recover the deductible and other costs from a liable third party if the user can demonstrate that the damage, theft, or loss was not due to intent, dishonesty, or gross negligence on the part of the user. Therefore, in all the above situations, a claim form must be completed within a reasonable time and a claim report must be sent to the insurer ([Drive4joy@aon.nl](mailto:Drive4joy@aon.nl)) and Drive4joy.

### **5.4 User obligations regarding use of the vehicle**

The vehicle may be driven by the user and his or her immediate family members registered at the same residential address. The user is responsible for all use of the vehicle. If the car is left to others, this is at the user's own risk. Immediate family members over the age of 25, who have held a valid driving license for the relevant vehicle for at least 3 years, may use

the vehicle with the user's permission (provided they meet the requirements described in article 3.1 "Taking out a Subscription").

If the car is used by persons other than those permitted above, all costs arising from this will be borne by the user. This includes (but is not limited to): damage costs, liability costs, towing costs, etc. The insurance conditions do not apply in this case and the costs are directly recoverable from the user. If Drive4joy discovers that illegal use is being made of the vehicle, Drive4joy has the right to unilaterally terminate the subscription immediately. The vehicle may only be used within the European Union, Norway, Iceland and Liechtenstein (EEA), Switzerland, and the United Kingdom. For use of the vehicle abroad, see article 4.3.

The user is obliged to handle and use the vehicle responsibly and not to use the vehicle for:

- Driving on terrain prohibited for public traffic;
- Trade or business, such as transporting passengers or goods for compensation, including rental;
- Drug transport and other criminal activities. If suspected of this, the customer has 14 days to respond in writing and prove that the suspicion is unfounded. If this does not happen on time, the vehicle will be disabled and the police will be involved.
- Business activities such as courier services, taxi, car sharing, etc.;
- Towing, pushing, or moving another vehicle;
- Competition, speed testing, or any other form of test driving;
- Transport of flammable, corrosive, or explosive materials.
- Removal or replacement of the tracking tag and/or GPS;
- Transport with insufficient security and/or packaging of goods in a manner that causes damage to vehicles, people, or the environment;
- Exposing the inside of the vehicle to hot or sharp objects or liquids that may corrode or stain;
- Using snow chains or other equipment in such a way that the bodywork or chassis of the vehicle is damaged;
- Placing roof racks or chargers on the vehicle if their use causes cosmetic damage to the bodywork or roof of the vehicle;
- Driving the vehicle to a physically inaccessible place in relation to the height, width, or length of the vehicle;
- Use of the vehicle for illegal purposes or in an illegal manner, including, but not limited to, the following examples of illegal use including driving under the influence of alcohol and/or drugs;
- Carrying more passengers and/or heavier loads than the vehicle is registered for;
- Altering the vehicle's odometer;
- Leaving the vehicle unlocked or in such a way that it can be used by others without the user's permission;
- Smoking or using drugs in the vehicle.

## **5.5 Other user responsibilities**

**5.5.1** During the subscription period, and until the specified vehicle has been returned to an agreed place and the transfer has been approved by a Drive4joy employee, the user bears all responsibility for the storage and use of the vehicle.

**5.5.2** The user is obliged to pay the following:

- Monthly subscription price as described in the Subscription;
- Untanked “fuel” or an insufficiently charged vehicle upon return resulting in price surcharges according to the price list; see article 13. The vehicle must be returned with the same amount of “fuel” or energy as received at handover;
- Any costs associated with return transport of the vehicle if it is returned to a place other than agreed, or if the vehicle does not reach the destination on its own battery charge;
- Any costs charged to Drive4joy via the vehicle’s registration number in connection with toll charges and the like, plus any administration costs;
- Parking fees or other charges, fines, or other costs for which Drive4joy is jointly and severally liable with the user. If such charges must be invoiced by Drive4joy, administration costs will be added; see price list, article 13;
- Any damage to the vehicle during the subscription period, including vandalism and theft, but limited to the agreed deductible. If the user has acted carelessly in the event of damage, or has violated the Subscription Terms or the Road Traffic Act, a greater part of the damage than the agreed deductible may be charged;
- In addition to the damage, the user is also financially responsible for special cleaning — inside and outside — if the vehicle is very dirty, for example due to a dog, or after driving on gravel, fresh asphalt / road marking, mud, or other internal or external dirt requiring extra work;
- The user is obliged to reimburse Drive4joy for all costs attributable to the debt collection process of claims that Drive4joy has against the user. In the event of late payment, interest will be added corresponding to the “statutory interest” applicable in the Netherlands;

### 5.5.3 Other rights and obligations of the user.

If Drive4joy materially breaches its obligations under the Subscription, the user may terminate the Subscription. However, Drive4joy must be given a reasonable period to remedy the breach by correction or redelivery. If the correction or return is not relevant or not made within a reasonable time after the user has complained about the defect, the user may demand a proportional price reduction. The user loses the right to invoke a breach, whether it concerns a defect or a delay, if the person concerned does not notify it within a reasonable time after having discovered or ought to have discovered the breach. Technical faults that may occur or become known to the user during the subscription period, and that can be remedied within a period reasonably proportionate to the user’s needs and the subscription period, do not entitle the user to terminate the Subscription other than on the agreed terms. If repair cannot be carried out within the said period, Drive4joy will decide whether Drive4joy will provide a new vehicle to the user for continuation of the Subscription, or whether the Subscription shall be deemed terminated from the moment Drive4joy is informed by the user of the defects. In the latter case, Drive4joy will arrange return transport at its own expense, but Drive4joy is not responsible for any losses or obligations of the user.

The user is responsible for ensuring that the credit card used for payment is valid and has sufficient coverage until at least the agreed end date of the Subscription. If necessary, the credit card number can be changed via “My Page” on the Website.

In the event of non-payment, Drive4joy has the right to start collecting outstanding amounts after a contact moment with warning. The user has 7 days to make payment; after this,

Drive4joy will be forced to disable the car until the payment arrears have been settled. Default interest may be charged. In the event of late payment, interest on overdue payments will be added. If the customer does not pay the amount within 14 days, the subscription will be unilaterally terminated, the car will be repossessed, and legal steps will be taken to recover the funds. If the customer fails to make payment within 7 days on 3 occasions, the subscription will be unilaterally terminated.

The monthly amount will be automatically debited every month from the payment method chosen by the user. The debit date will always correspond to the start date of the contract. Drive4joy collects via the user's credit card the subscription price and any additional services or fees.

## **6. DISCLAIMER**

Drive4joy is not responsible for damage to or loss of property left by the user or anyone else, stored or transported in the vehicle. Drive4joy disclaims all liability towards the user with regard to loss of time, money, or anything else that may arise from or be related to the Subscription, in addition to the liability described above. Drive4joy is not responsible for the installation of additional equipment such as ski racks, child seats, GPS, etc. The user is responsible for installing the equipment correctly and in accordance with the rules. In the event of improper use or incorrect installation, the user is liable for any resulting damage.

## **7. SECURITY AND REMEDIES**

Drive4joy may require the user to provide security for the vehicle and for the financial responsibility arising from the Subscription. The security may be provided in the form of a booking on a credit card. The user agrees that Drive4joy may charge the agreed subscription amount, toll charges, parking fees, damage costs, and other fees or matters covered by this agreement via the payment method chosen by the user.

## **8. BREACH OF THE SUBSCRIPTION TERMS**

Both Drive4joy and the user have a mutual right to terminate the Subscription with immediate effect in the event of a material breach of the Subscription Terms. The following conditions must always be considered such a breach:

- Violation of the Subscription Terms;
- Breach of obligations described in the Subscription Terms that are not corrected within 14 working days after written notice;
- Non-payment;
- Loss of driving license;
- Suspicion of criminal or commercial activities not rebutted by the customer within 14 working days after written notice.

Drive4joy also has the right to unilaterally terminate the subscription if the cars are not handled carefully. Think, for example, of totaling a car or causing damage several times within a short period.

## **9. AGREEMENT FORMALITIES**

**9.1** Additions to and amendments of the Subscription Terms in this agreement are only binding if they are included in the new Subscription Terms laid down in writing or by e-document.

**9.2** The Subscription is deemed to have been entered into in the Netherlands and, in the event of any dispute between the user and Drive4joy, only the Dutch court has jurisdiction, as far as possible seated in Amsterdam. Dutch law applies.

**9.3** If any part of the conditions is null and void or is annulled, all other provisions remain valid.

## **10. Drive4joy ACCESS TO DATA AND PRIVACY**

Drive4joy will always process your personal data in accordance with the applicable personal data legislation, including Regulation 2016/679/EU ("GDPR"). Drive4joy only processes personal data necessary to perform a Subscription, offer services for the sale of an existing car, and/or send marketing. If you wish to opt out of further marketing from Drive4joy, you can indicate this by sending an email to [nl-support@Drive4joy.nl](mailto:nl-support@Drive4joy.nl). Drive4joy stores information about your Subscription in its internal user register, which links your personal data to vehicle data for the period during which the Subscription or other services are in your name.

Drive4joy has access to data relating to the passages of the vehicle, car taxes, and other additional services billed by Drive4joy. The information in Drive4joy processes includes contact details (such as name, address, email, telephone number) and information you have provided to us in connection with questions and any requests. Drive4joy may, if necessary, share data with third parties acting on our behalf, for example in claim handling, service provision, and fundraising. All Drive4joy vehicles are equipped with a tracking chip that gives Drive4joy access to data relating to the geographic location of the vehicle, usage data (kilometers, driving profile such as speed), and the like. The purpose is to provide protection against theft/fraud and to provide the best possible basis for the deployment of future services, measures to improve the environment, and the like. Under the GDPR, you have the right to access, correct, restrict processing of, and delete your personal data. More information about privacy can be found in the privacy policy stated on the website.

## **11. TRANSFER OF THE AGREEMENT**

Drive4joy may transfer ownership of the car and/or its rights and obligations arising from the subscription to one or more third party(ies). In that case, Drive4joy remains liable for the performance by the third party(ies) of the agreements with you. This liability lapses if the transfer is connected with the takeover of Drive4joy's entire business and all obligations and corresponding stipulated rights arising from the subscription form part of the takeover. In that case, you retain the right to terminate the agreement.

## **12. CONTACT DETAILS**

Questions about the Subscription or additional services should be sent via the Drive4joy application, Website, or email address [nl-support@Drive4joy.nl](mailto:nl-support@Drive4joy.nl). Damage to the vehicle must be reported directly to the insurer ([Drive4joy@aon.nl](mailto:Drive4joy@aon.nl)) and to Drive4joy.

## **13. ADDITIONAL COSTS AND SERVICES**

The user has taken note of the conditions and prices of the additional costs described below. All prices include VAT unless stated otherwise.

Administration costs: EUR 15 per incident for incidents where Drive4joy must incur costs as a result of the user's use of the vehicle. See examples below:

- Absence at the agreed time for delivery/return: EUR 150. If the user does not appear within 30 minutes after the agreed time for delivery/return of the vehicle.
- In the event of fines, the actual costs will be charged. This includes, among other things, fines relating to illegal use of the vehicle, parking fines, and speeding fines. The user is then personally responsible for filing an objection and/or appeal.
- Standard cleaning costs of EUR 50 upon return of the car. This applies to everyone. If the car is returned exceptionally messy or dirty and special cleaning is required, the actual (higher) costs will be charged;
- Fuel shortage / electricity shortage upon return, actual costs;
- Smoking in the car, cleaning costs, and any depreciation of the car. This can amount up to EUR 10,000;
- Damage to the interior, roadside assistance costs, fire, etc. The actual costs if the damage is not covered by insurance;
- Handling of the vehicle as a result of towing or storage and collection. The actual fee for towing and any storage costs and recovery costs;
- Parking: actual costs. The user is responsible for registering the vehicle and paying the parking fee. If a parking invoice is sent to Drive4joy, these costs, in addition to the administration costs, will be invoiced to the user;
- Toll charges: actual costs of passing tolls;
- Lost accessories / loose parts (including ODB2 chip, (spare) key, charging cables, first-aid kit, warning triangle, tow bar, compressor): actual costs + administration costs;
- Measure requiring the involvement of one or more Drive4joy employees, for example negligence such as loss of keys, unlocked car, etc. EUR 50 per hour spent.

Note: In case of discrepancies, the Dutch version of these terms and conditions shall always be legally binding.