

**TERMS AND CONDITIONS MY.BIKE**

v0.1

The present terms and conditions (the “**Terms and Conditions**”) govern your use of the my.bike application and its related services as offered to you by e-motionlabs.

By registering in our Application, you acknowledge that you have read these Terms and Conditions carefully and that you accept them without reservation. The latest version of the Terms and Conditions is available via the Application’s interface as well as on our [website](#).

**1. IN GENERAL**

- 1.1. Upon acceptance these Terms and Conditions shall constitute the one and only agreement (the “**Agreement**”) between you and e-motionlabs. The Agreement shall be archived by e-motionlabs and shall not be available.
- 1.2. These Terms and Conditions supersede any other other related requests, verbal or in writing, to submit an offer, offers, proposal, proposition, guarantee, warrant, agreement, communication or commitment. You acknowledge that you have not accepted these Terms and Conditions based on a communication, presentation, commitment, warrant or guarantee to which e-motionlabs has agreed in writing.
- 1.3. You agree that your terms and conditions, should you have any, nor those of any third party with whom you are affiliated, will not apply in any way in relation to your use of the Application.
- 1.4. These Terms and Conditions will apply in favour of any subcontractor or third party on which e-motionlabs relies for the provision of the Application.
- 1.5. e-motionlabs reserves the right to change or amend these Terms and Conditions without your prior consent. Such change or amendment shall be communicated via the Application, via our website <http://e-motionlabs.co/legal/termsandconditions/mybike.pdf> or via e-mail. If you do not accept the changes or amendments, you are to stop using the Application from the moment the changed or amended Terms and Conditions apply and to delete your personal account immediately. By continuing to use the Application after the changes or amendments to the Terms and Conditions have been communicated to you, you accept these changes or amendments without reservation.
- 1.6. As a courtesy to you, we may make these Terms and Conditions available in different languages. In case of a conflict or discrepancy among or between the different language versions, the English version prevails.
- 1.7. If you are a non-consumer User, you

agree that Articles XII.6, § 1, 8°, XII.7, § 1, XII.8 and XII.9 of the Belgian Code of Economic Law as well as Article 6 of these Terms and Conditions do not apply.

## 2. DEFINITIONS

- 2.1. **Application:** the my.bike software for mobile devices and its related services as described in Article 3 which is distributed and operated by e-motionlabs.
- 2.2. **E-mobility Device:** a bike, scooter or other electrically powered two-wheeler equipped with e-motionlabs' my.bike hardware to be used in conjunction with the Application.
- 2.3. **e-motionlabs (“we”, “us” or “our”):** e-motionlabs NV, Kempische Steenweg 311 box 2.18, 3500 Hasselt, with enterprise no. (VAT no.) (BE) 0639.831.992, RPR/RPM Antwerp, Hasselt division, [legal@e-motionlabs.co](mailto:legal@e-motionlabs.co), +32 (0) 89 23 00 00.
- 2.4. **Intellectual Property Rights:** all brands, logos, trademarks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, software, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world.
- 2.5. **User** (also “you” or “your”): the

natural person who registers in our Application and uses the Application in conjunction with an E-mobility Device for professional purposes or as a consumer.

- 2.6. All other capitalized terms in these Terms and Conditions are defined by explicit reference.

## 3. DESCRIPTION OF THE SERVICES

- 3.1. The Application is available for Android and iOS devices and can be downloaded in the Google Play Store® or the Apple App Store®. In order to download and install it, you need to have a compatible mobile device (more information relating to compatibility requirements can be found in the description of the Application in the Google Play Store® or the Apple App Store®), as well as a working internet connection and an active account on one of these mobile app platforms.

After downloading the Application, you will have the possibility to register and create a personalized profile in the Application. We can also allow you to use your Facebook or Google account to register. During the registration process you will be asked to accept these Terms and Conditions, which is a mandatory requirement if you want to start using our Application.

After your acceptance of our Terms and Conditions, thereby finalizing your registration, you will have successfully created your own personal my.bike account (“**Account**”) and you can start using the Application for its intended purposes.

Note that, to use all features of the Application, you need:

- to grant the Application access to a global navigation satellite system, mobile data and Bluetooth functions on your phone;
- a working mobile internet subscription with your telecommunications service provider who may charge you for such subscription;
- an E-Mobility Device which is linked via Bluetooth with the Application.

For reasons of security and compatibility you are required to always run the latest version of the mobile operating system on your device. The compatibility requirements for the installation and use of the Application are indicated on the page of the Application on the mobile app platforms.

The Application allows you to start and stop your E-mobility device, to monitor your battery level/motor health, to keep track of past rides and your last seen position, to plan itineraries and to contact the provider of your E-mobility Device for maintenance and repair services through the 'contact support' button. You understand that e-motionlabs does not provide the support services for your E-mobility Device, which is to be arranged for between you and your E-mobility Device provider. We do not guarantee that your E-mobility Device provider actually provides support when you

have clicked on the 'contact support' button.

The Application also includes anti-theft features to protect your E-mobility Device. You understand, however, that such features do not replace a physical lock as a necessary preventive measure to protect your E-mobility Device against theft.

For a more detailed description of the functionalities of the Application, you are kindly referred to the Application's page on one of the mobile app platforms.

- 3.2. Notwithstanding any costs, fees, expenses and/or levies charged by a third party for the use of its products or services, the Application is provided to you by e-motionlabs free of charge. If e-motionlabs should choose to change its fees in the future, you will be notified beforehand.

#### **4. OBLIGATIONS OF THE USER**

- 4.1. You warrant that when you accept these Terms and Conditions, you are legally competent in your own jurisdiction to enter into binding agreements.

If you are a minor and wish to use our Application, you are required to ask your legal guardian or representative to authorize your use of our Application and accept these Terms and Conditions on your behalf.

- 4.2. When you download and install the Application and use it on a mobile device, device-specific information is sent to e-motionlabs and certain parts of the device are accessed by

the Application as described in Article 3.1. You warrant to be the legitimate and authorized user of that mobile device as well as of the services that are needed to download, install and use the Application.

- 4.3. You are responsible for all information and content you upload or provide in connection with the Application. e-motionlabs is not responsible for verifying the accuracy or correctness of the information you or third parties provide. e-motionlabs can therefore not be held liable for any of your content or information.
- 4.4. If you use the Application in a professional context upon initiative of your employer or customer (e.g. as a means of recording your commute for which you receive compensation), you warrant that all information you provide in relation to such professional trips is accurate and truthful. Your acceptance of these Terms and Conditions and your registration as a User in such a professional context will also imply that you understand that we will send data concerning the E-mobility Device (e.g. use of anti-theft features, its location, trips taken, etc.) to your employer or customer.
- 4.5. If you use the Application in the context of you renting or leasing an E-mobility Device or you purchasing the E-mobility Device with a support and/or maintenance contract from a third-party provider who uses our software and hardware as a fleet management tool or a maintenance and support tool, you warrant that all

information you provide in relation to your use of this E-mobility Device is accurate and truthful. Your acceptance of these Terms and Conditions and your registration as a User in a rental, leasing or purchasing-with-support-and/or-maintenance context will also imply that you understand that we will send data concerning the E-mobility Device (e.g. telemetric information such as error codes or battery health information, use of anti-theft features, its location, trips taken, etc.) to your third-party provider. Note, however, that e-motionlabs in no event becomes a party to the underlying rental, leasing or purchasing-with-support-and/or-maintenance agreement between you and the third-party provider.

- 4.6. The User who uses the Application in any way that proves damaging to the Application, its underlying infrastructure and systems, other users or third parties (e.g. by uploading harmful, hurtful, malicious or illegal content or information) and/or results in a claim brought against e-motionlabs, will compensate, defend, hold harmless and/or indemnify e-motionlabs in any ensuing legal proceedings.

When you use the Application in such a harmful, hurtful, damaging, malicious or illegal way, we reserve the right to block access to your Account immediately without notice. If you do not remedy this material breach of your obligations promptly, we are entitled to block your access to your Account on a permanent basis and/or to delete your Account and all data and information in it.

- 4.7. e-motionlabs does not guarantee the permanent availability of the information and content associated with your Account, including your history of trips or saved journeys. You are responsible for backing up any information for long term storage.
- 4.8. You acknowledge and accept that your login credentials for gaining access to your Account are personal and cannot be shared with others. Any unauthorized use of your login credentials not resulting from a security breach at the side of e-motionlabs, shall be your own responsibility and happen at your own risk.

If you suspect that your login credentials are being misused, you are to contact e-motionlabs as soon as possible so that access rights for these credentials can be revoked.

- 4.9. You are not to use the Application in such a way that it threatens the safety and security of other traffic participants during trips with your E-mobility Device or that it violates any laws or regulations concerning use of E-mobility Devices on public roads.

Nothing in these Terms and Conditions shall be construed as e-motionlabs assuming any responsibility or liability for the manner in which you use the Application beyond its normal use as described herein.

## 5. WARRANTY AND LIABILITY

- 5.1. The Application is provided to you “as is” and “as available”. You acknowledge and accept that the

Application is essentially dependent on software, which means that flawless operation and permanent availability cannot be assured. If you require more customized services or services rendered with certain quality assurances, you should contact e-motionlabs. Note, however, that this does not imply any commitment on the part of e-motionlabs to provide such personalized assurances.

- 5.2. The physical security of your E-mobility Device remains your own responsibility, meaning that we do not guarantee that your E-mobility Device is safe from theft, vandalism or any other malicious acts despite the integration of anti-theft features in the Application. We strongly encourage you to procure adequate insurance coverage against such acts.
- 5.3. e-motionlabs reserves the right to change the functionalities and availability of the Application at all times and at its own discretion. Insofar as reasonably possible, any expected change in availability of the Application shall be communicated in advance via the Application, the e-motionlabs website and/or the Google Play Store® / the Apple App Store®.
- 5.4. The Application allows you to plan journeys with your E-mobility Device for which it relies on map data provided by third parties. e-motionlabs does not verify the accuracy and correctness of this map data provided by third parties and can therefore not be held responsible for any error, inaccuracy or omission in the data provided.

- 5.5. e-motionlabs does its best to provide you with the Application in accordance to the standards that may be expected from a professional service provider in the sector. You understand and accept, however, that the Application should only be construed as an informational tool.
- 5.6. e-motionlabs is not responsible and cannot be held liable beyond what is explicitly agreed to in writing in these Terms and Conditions for any shortcoming, not even when resulting from a grave error, negligence or fraud, in the services of third parties on which the Application relies but which are beyond e-motionlabs's control (e.g. services provided by telecom providers, satellite navigation providers, providers of map data, etc.).
- 5.7. e-motionlabs shall not be liable for any indirect damage, which shall at least be understood as consequential damages, financial or commercial damages, loss of profit or income, lost opportunities, lost savings, damage due to business discontinuity, reputational damage and damage from legal proceedings initiated by third parties against you.
- 5.8. Insofar allowed under applicable mandatory law, e-motionlabs can only be held liable for proven damages caused by its or its subcontractors' serious error or fraud. Insofar allowed under applicable mandatory law, the total, aggregate liability of e-motionlabs under the Agreement shall be limited to EUR 20.

## **6. RIGHT TO WITHDRAWAL**

- 6.1. You understand and accept that when you install and register in the Application, e-motionlabs shall immediately deliver digital content in the sense of article I.8 of the Code of Economic Law to you when you start the download and installation process and this before the legal withdrawal period of fourteen (14) days has ended. You also agree that all associated services shall have been delivered to you from the moment that you start using the Services. You therefore explicitly agree that you lose your right to withdraw from the Agreement during fourteen (14) days after its conclusion and this from the moment you accept these Terms and Conditions.

## **7. TERM AND TERMINATION**

- 7.1. The Agreement shall commence from the moment you accept these Terms and Conditions and shall be of indefinite duration.
- 7.2. Both you and e-motionlabs may terminate this Agreement at any time without notice, compensation or prior recourse to a judge. The intent to terminate the Agreement shall be given: (a) by e-motionlabs via the Application; and (b) by you by deleting/closing your Account.

Note that if you use the Application in a professional context upon initiative of your employer or customer, or in the context of a rental, leasing or purchasing-with-support-and/or-maintenance agreement with a third-party provider, your possibilities to terminate this Agreement may be

limited by any contractual commitments there may exist between you and your employer, customer or third-party service provider. However, that is completely between you and your employer, customer or third-party service provider.

- 7.3. Without prejudice to the provisions relating to the retention of personal data in the Privacy Policy of the Application, we reserve the right to make unavailable and/or destroy, upon termination of the Agreement, all information you have uploaded or included into your Account, unless a legal or regulatory obligation or a judicial or administrative order prevents us from doing so. This making unavailable and/or destruction shall not include any aggregated or anonymous information that e-motionlabs uses to provide, improve or strengthen its business and the Application.
- 7.4. Upon termination of the Agreement you will cease using any and all of e-motionlabs's works and materials related to the Application encumbered with Intellectual Property Rights.

## **8. INTELLECTUAL PROPERTY**

- 8.1. e-motionlabs remains at all times holder of all Intellectual Property Rights related to all software, documents, works, materials and content – including all appurtenances – related to the Application. e-motionlabs grants you a non-exclusive, non-transferable and non-sublicensable right to use the Application for the duration of

the Agreement. Such right of use will be consistent with the normal use of the Application of e-motionlabs as interpreted in light of these Terms and Conditions and any relevant documentation provided by e-motionlabs. e-motionlabs does not transfer as part of this Agreement in any way any ownership to its Intellectual Property Rights.

- 8.2. Considering the provisions of the preceding clause, you shall not copy, analyse, decompile, make public, distribute, transfer to third parties, or change the Application or related software, documents, works, materials and content encumbered with Intellectual Property Rights unless expressly permitted by e-motionlabs.
- 8.3. Each use by you of any material protected by Intellectual Property Rights or other rights of third parties, happens on your full and sole responsibility and you will indemnify and hold e-motionlabs harmless against any possible legal action of third parties with regard to violation of their rights. You acknowledge and accept that e-motionlabs exercises no power of control nor any advisory powers with regard to any rights held by third parties.
- 8.4. By uploading any content encumbered with Intellectual Property rights, you grant e-motionlabs a non-exclusive, non-transferable, worldwide and non-sublicensable right of use for the duration of the Agreement with regard to that content insofar e-motionlabs makes use of this content to provide you the Application.

8.5. Deep linking in relation to the Application is not allowed without our specific authorization.

## 9. PERSONAL DATA PROCESSING

9.1. For the provision of the Application, e-motionlabs processes your personal data as controller. All e-motionlabs's personal data processing activities as controller are governed by the Privacy Policy of the Application, which you can find [here](#) and are kindly invited to read. By registering in the Application you confirm that you have read the Privacy Policy of the Application.

## 10. MISCELLANEOUS

10.1. The provisions of these Terms and Conditions do not impede nor restrict any rights a consumer might enjoy under articles VI.45 and following of the Code of Economic Law, or any other Consumer Protection Law which applies as a consequence of rules of International Private Law.

10.2. You understand that we monitor and log your use of our Application and you accept that we can use these logfiles as evidence.

10.3. e-motionlabs will be entitled to rely at its own discretion on subcontractors for the fulfilment of its obligations under this Agreement. All rights and obligations of e-motionlabs in the frame of this Agreement can be transferred in whole or in part to a third party without your consent.

10.4. You are not allowed to transfer your rights and obligations under this

Agreement to anyone else, unless e-motionlabs agrees in writing to such transfer.

10.5. This Agreement by no means entails a curtailment of any rights of e-motionlabs under statutory law.

10.6. Whenever possible, the provisions of these Terms and Conditions shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of these Terms and Conditions are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these Terms and Conditions shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, e-motionlabs shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

10.7. This Agreement is governed by Belgian law.

10.8. If you have a complaint regarding the Application or the way in which e-motionlabs provides it to you, you can send your complaint via e-mail to [legal@e-motionlabs.co](mailto:legal@e-motionlabs.co).

You agree to try and solve any dispute regarding this Agreement through negotiations.

If you are a consumer, you can contact the [Federal Consumer Mediation Service](#) for an out of court



settlement of consumer disputes. You can also use the [Online Dispute Resolution platform](#) of the European Union.

Should negotiations fail, then all disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be submitted to the jurisdiction of the courts of Antwerp, Hasselt division.