

## General terms and conditions

*Version 7.9.2 for the MotoShare platform is geüpdate on 21 January*

These General Terms and Conditions relate to and govern the use of the MotoShare Motorbike Rental Service in the Netherlands.

MotoShare advises you to read these Terms and Conditions carefully so that you know your rights and obligations.

### 1. Definitions

**Terms and Conditions:** These Terms and Conditions of

**Mediation Fee:** Unless otherwise stated on the Platform, fifteen per cent of the Landlord Daily Price charged by MotoShare for providing the Service of

**Rating:** A rating is a description of a User's experience following a Rental Period between this User and another User.

**BRAVOK motorbike checkpoints:** The standard motorbike control points as taught at Dutch motorbike traffic training courses. These motorbike checkpoints are explicitly mentioned on the Rental Agreement to assess the safety of the Motorbike by Renter and Letter prior to the Rental Period.

**Content:** All information placed on the Platform by MotoShare itself, including layout and design of the Platform, included trademarks and texts.

**Service:** The service provided by MotoShare to a User consisting of offering a Platform through which, by means of mediation, renting and letting of a Motorbike between a Renter and Landlord is made possible.

**Excess:** In the Netherlands, the standard excess is € 1,500 per damage event in the event of damage to the Motorbike during the Rental Period. You have the choice of lowering it to €1,000 per damage event for an additional charge of €9.95 per day, or lowering it to €700 for an additional charge of €22.95 per day.

**Please note!** In Belgium, the excess is not limited to €1,500 but is the total value of the motorbike.

**Excess Insurance:** A price per day set by MotoShare for being able to offer the Service of MotoShare without having to request a Deposit from Users in advance.

**User:** The Tenant and/or Landlord who has created a Profile on the Platform for the use of the Service. The User is also referred to as 'your', 'you' or 'you'.

**Rental Agreement:** The agreement concluded between a Renter and Landlord via the Platform after the Renter has paid the Rental Fee. Part of the Rental Agreement is the Transfer Form that Tenant and Landlord sign at the start and termination of the Rental Period and which officially indicates the start and end of the Rental Period.

**Renter:** Only the private Renter who wishes to rent or lease a Motorbike through the Platform.

**Rental period:** The period during which the Motorbike is rented.

**RENT:** The total cost of renting the Motorbike, excluding Kilometre After Charge, agreed by the Renter and Landlord in the Rental Agreement. The Rental Sum consists of (i) the Rental Price per day (ii) times the number of days of the Rental Period, (iii) plus transaction charges.

**Rental Fee:** A price per day excluding Mileage Charge, which is visible on the Platform for a Motorbike for rent, which must be paid by the Renter before the Motorbike is rented. The Rental Price cumulatively consists of a (i) Landlord Daily Fee, (ii) the Mediation Fee, (iii) the Insurance Fee, (iv) Excess Premium

**Mileage Charge:** A charge will be made for each additional kilometre driven. The price per extra kilometre driven is determined by the rental company and you will see it in the Rental Agreement and on the engine profiles

**Discount code:** A discount code obtained free of charge by the User.

**Transfer Form:** The form to be completed and signed by the Renter and Lessor on departure and return, by which both parties agree to the commencement and termination of the Rental Period of the Motorbike against the terms and conditions stated therein and other matters such as the condition of the Motorbike.

**Motorbike:** The motorbike offered by the Lessor on the platform.

**Platform:** The website [www.motoshare.eu](http://www.motoshare.eu) and all underlying pages that allows you to use the Service.

**Private Landlord:** A private person who wishes to offer or is offering a Motorbike for rental through the Platform.

**Professional Lessor:** A legal entity within the meaning of the Civil Code that wishes to offer or is offering a Motorbike for rental through the Platform. An example of a Professional Lessor is a dealer.

**MotoShare:** The platform MotoShare is operated by MotorConnect B.V., a private company with limited liability, having its registered office at Keizersgracht 520H in Amsterdam and registered with the Chamber of Commerce under number 91867835. We' also means MotoShare.

**Privacy & Cookie Policy:** The policy found at

**Landlord:** Both a Private Landlord and a Professional Landlord, unless the text expressly indicates otherwise.

**Landlord Daily Rate:** The daily rate of the motorbike to be rented which is determined by the Landlord.

**Insurer:** Regarding rentals between a Renter and a Private Host, the insurance company trading under the name Combi Motors Verzekeringen, which offers an Insurance Agreement for Rental Agreements concluded through MotoShare. Combi Motors Verzekeringen B.V. is registered with the Chamber of Commerce in Amsterdam under number 24236712 and registered with the Netherlands Authority for the Financial Markets as a provider of (non-life) insurance. With

regard to rentals between a Renter and Professional Lessor, insurer will be the relevant insurer of the Professional Lessor.

**Insurance Agreement:** Regarding rentals between a Renter and Private Landlord, the insurance agreement entered into by MotoShare with Combi Motors Insurance for the rental of motorbikes. With regard to rentals between a Renter and a Professional Rental Company, the insurance contract concluded by this Professional Rental Company itself (outside MotoShare) for the rental of Motorbikes. See also the term "Insurer".

**Insurance Price:** A price per day set by the Insurer (Combi Motors Insurance) for insuring the Motorbike and a Private Landlord and a Renter under the MotoShare Policy at the time of the Rental Period.

## 2. Applicability of conditions and points of interest

2.1. These General Terms and Conditions apply to the Service provided by MotoShare. Any general terms and conditions of Users do not apply, unless otherwise expressly agreed in writing with MotoShare.

2.2. If there is a change to these General Terms and Conditions, the new General Terms and Conditions will be brought to your attention during the next use of the Platform. By continuing to use the Platform after these General Terms and Conditions have been amended or supplemented, you irrevocably accept the amended or supplemented General Terms and Conditions. If you do not agree with the amended or supplemented General Terms and Conditions, your only option is to stop using the Service and delete your Profile.

2.3. MotoShare has only concluded its own Insurance Agreement for rentals via the Platform between a Renter and a Private Letter in the Netherlands. Cover under this insurance agreement does not start until the Renter and Private Letter have signed the Transfer Form and the Private Letter has handed over the (keys of the) Motorbike to the Renter. The cover ends when the Renter has returned the (keys of the) Motorbike to the Private Lessor or, if earlier, when the period for which the Lease has been concluded expires.

2.4. If through the Platform a Motorbike is rented by a Renter from a Professional Lessor (such as a dealer) then the insurance terms of the Professional Lessor will apply at that time. The Professional Lessor and Renter will only proceed to hand over and take possession of the Motorbike after the Professional Lessor's insurance terms have been provided and signed for agreement by the Renter.

2.5. The Hirer should note that under the insurance conditions of a Belgian Professional Landlord there is only cover for Civil Liability

## 3. Registration and Profile

3.1. A personal profile on the Platform is required to use the MotoShare Service. You are obliged towards MotoShare and Insurer to ensure that the information provided by you with regard to yourself and a Motorbike or Motorcycles to be placed by you is and remains complete, correct and up-to-date.

3.2. Data you provide during the registration process will be stored in a database and processed in accordance with the Privacy & Cookie Policy which can be accessed here: <https://motoshare.eu/nl-nl/about-us/terms-conditions>.

3.3. It is the responsibility of a User to keep his or her password secret and change it regularly. You may not disclose your username and/or password to third parties or give third parties access to your Profile in any way. As soon as you know or have reason to suspect that a user name or password has come into the hands of unauthorised persons, you must let us know.

#### **4. Conclusion of the agreement**

4.1. MotoShare only mediates for the conclusion of the Rental Agreement and is not a party to it. MotoShare only provides the Platform through which Users can conclude a Rental Agreement amongst themselves.

4.2. Within the minimum and maximum prices set on the Platform, the Landlord determines the price and the Rental Period for which his or her Motorbike is offered for rental. Hirers who are interested may request a reservation for a Rental Period to be specified (the "Rental Request"). A Hirer may make multiple Rental Requests with a maximum as indicated on the Platform. The Lease Agreement will only be formed between Landlord and Tenant when Landlord accepts the Tenant's Request for Rent and the Tenant has paid the Rent in accordance with Article 12.

4.3. Tenant and Landlord will sign the Transfer Form as part of the Lease prior to the Lease. The information and statements on the Transfer Form will become part of the Lease by signing. Further information on the Transfer Form is set out in Article 10.3 of these General Conditions.

4.4. The Rental Agreement is entered into for the agreed Rental Period. The Renter is responsible for the Motorbike during the Rental Period and until the Motorbike is handed back to the Landlord.

4.5. The Rental Period cannot be terminated prematurely. Up to a maximum of one (1) hour before the end of the Lease Period, the Tenant and Landlord may extend the Lease Period. With respect to an extension of the Rental Period, the same procedure must be followed as for the conclusion of the initial Rental Agreement insofar as the Renter and the Landlord wish to make use of mediation by MotoShare. In the absence of a timely acceptance of an extension request by Landlord, no new Rental Agreement will be concluded through mediation by MotoShare. In this case, there may be no cover for the extended period under the applicable Insurance Agreement.

4.6. Returning the Motorbike (prematurely) before the end of the Rental Period does not constitute termination and does not affect the term of the Rental Agreement and the Rental Fee due. There will then be no refund of the Rental Fee.

#### **5. The Platform**

5.1. MotoShare only provides the Platform through which a Landlord and Tenant can mutually conclude a Rental Agreement for a Motorbike. MotoShare has no knowledge of and/or involvement in the information exchanged between a Renter and Landlord and the Motorcycles offered on the Platform by Landlords.

5.2. The Platform and the Service contains only the functionality and other features as indicated on the Platform at the time of use and is offered "as is". With respect to the information provided on the Engines and the Service, we do not provide any warranty and make no promises (among others) as to quality, safety, legality, integrity and accuracy, unless otherwise provided in these General Terms and Conditions.

5.3. MotoShare is always entitled to modify, adapt and/or terminate the Platform and/or the Service without being liable for damages towards Users. If a User does not agree with the adjustments and/or changes made, the only remedy is to stop using the Service and/or delete the Profile.

5.4. We do not guarantee that the Service will be accessible at all times and without interruptions or failures. Interruptions in the Service may occur partly, but not exclusively, as a result of faults in the Internet or telephone connection or due to viruses or errors/defects. MotoShare is not liable to the User for any damage arising from or resulting from the (temporary) unavailability or (interim) failure of the Platform and the Service.

5.5. MotoShare is entitled, without giving reasons, to refuse a registration as a Renter or Landlord. MotoShare is also entitled to block use of the Service by a User or to close a User and/or remove a Profile if a User acts in breach of any of the provisions of these General Terms and Conditions.

5.6. MotoShare is entitled, without prior notice and without being liable for compensation, to take the Service and/or the Platform (temporarily) out of use and/or to restrict its use if this is deemed necessary, for example in connection with maintenance of the Platform.

5.7. Users have the right to stop using the Service at any time and terminate/delete the Profile. The termination of a Profile does not affect Rental Agreements already concluded before the moment of termination. On the other hand, all Rental Requests will be cancelled.

5.8. A User shall only upload pictures, material or other information on the Platform to the extent that the User is entitled to do so. If third parties believe that the User is infringing his or her intellectual property rights and this has been sufficiently demonstrated to MotoShare in the opinion of MotoShare, MotoShare may proceed to remove the photos, material and/or information in question. Insofar as in accordance with applicable privacy laws and regulations, MotoShare is entitled to provide the contact details of User to the relevant third party.

5.9. MotoShare has the right to block your use of the Service, disconnect you and/or delete your Profile if you violate one or more provision(s) of these General Terms and Conditions.

5.10. It is only available to people over 21 years of age.

## **6. Requirements for offering a Motor**

6.1. Any Landlord offering a Motorbike for Rental through the Platform must comply and continue to comply with the following conditions.

6.1.1 The Motorbike meets the definition "Motorcycle" as stated by the RDW;

6.1.2 The Motorbike is fully owned by the Lessor;

6.1.3 If the Motorbike is leased, the Lessor must have permission from the lessor (leasing company) and where applicable also from the employer to lease the Motorbike;

6.1.4 The Motorbike has a Dutch registration number and is registered with the RDW in the Netherlands;

6.1.5 The Motorbike is at least WA insured. The Hirer and Lessor should be aware that the Insurer's insurance does not provide cover if the Motorbike is not and does not remain minimally WA insured;

6.1.6 For rentals by a Professional Lessor, that the Motorbike is at least third party insured during commercial rentals;

6.1.7 All taxes, such as road tax, have been paid;

6.1.8 The Motor is free from defects and damage, unless otherwise expressly stated to and accepted by the Renter;

6.1.9 The Motor meets all basic safety requirements;

6.1.10 Before the commencement of the Rental Period, all regular and necessary maintenance has been carried out as advised by the manufacturer;

6.1.11 The Engine contains sufficient necessary fluids (such as engine oil, brake oil, coolant, etc.).

6.1.12 The Motorbike is handed over to the Renter with a lock or other security and the Renter is instructed to use it.

6.2. If the Motorbike no longer meets the above requirements, then Landlord is obliged to remove the Motorbike from the Profile and terminate all outstanding reservations or Leases. Lessor shall be fully liable for all damages and costs resulting from the Motorbike not (or no longer) meeting the above requirements.

6.3. MotoShare does not inspect the safety of Motorbikes offered through the Platform. The Host is itself responsible for inspecting the Motorbike for safety. If the Motorbike is not safe, it may not be rented out. The Landlord is expressly responsible itself if the Landlord rents out a Motorbike with already known defects and as a result damage occurs to third parties or Renter.

6.4. MotoShare and the Insurer are, to the extent permitted by law, entitled to check the identity, creditworthiness, criminal record and insurance history of the Landlord and the Renter as well as the specifications and damage history of the Motorbike through third-party databases.

6.5. Motorbikes categorised by RDC as SuperSport, Racer, Trike, Trial, Quad / AT5, Off-Road, Cross and Moped cannot be placed on the Platform by a Private Lessor due to safety reasons. However, such Motorcycles can be placed on the Platform by a Professional Lessor.

6.6. MotoShare is entitled to make changes to the description of Motorcycles on the platform and may add a safety note if it wishes.

## **7. Requirements and obligations for the Renter**

7.1. The Renter of a Motorbike in the Netherlands must comply with the following conditions for using the Service and renting a Motorbike:

7.1.1 You are at least 21 years old;

7.1.2 You hold a valid Dutch motorbike licence with category A1, A2 or A;

7.1.3 You do not use any medication and do not have any disability or illness that adversely affects your driving;

7.1.4 You are a natural person;

7.1.5 An insurer has not refused or cancelled your motor insurance after claims in the last three years;

7.1.6 An insurer has not cancelled any insurance (i.e. not just motor insurance) from you in the last three years for failure to fulfil obligations under an insurance policy;

7.1.7 You have not been suspected of or convicted of, in the last eight years:

- theft, deceit, fraud or forgery. Or an attempt to do so;
- vandalism, damage, assault, extortion, extortion or a crime against liberty or life. Or an attempt to do so;
- an offence under the Arms and Ammunition Act, the Opium Act or the Economic Offences Act.

7.1.9 You have not been involved in:

- fraud when applying for insurance;
- fraud when making a claim;
- intentional deception of a financial institution; or
- threat to staff of an insurer or financial institution.

7.1.10 In the last five years, the court has not disqualified you or confiscated your driving licence;

7.1.11 You have not been banned from driving by the police in the last two years;

7.1.12 You have not had more than two (2) claims on a motorbike insurance policy in the last two years. This includes only damage due to an accident that was your fault, theft of your motorbike or damage due to vandalism;

7.1.13 You use the Motorbike in accordance with the applicable traffic regulations. All fines and costs resulting from non-compliance with traffic rules or standards are at the Renter's expense and risk;



7.1.14 You will not allow anyone other than yourself to drive the Motor. Failure to comply with this provision will result in exclusion from cover under the applicable Insurance Agreement;

7.1.15 You shall ensure that the Motorbike is locked at least with lock or security given by the Lessor.

7.2. The Renter of a Motorbike must comply with the following conditions in Belgium<sup>1</sup> for using the Service and renting a Motorbike:

7.2.1 You are at least 21 years old;

7.2.2 You hold a valid Belgian motorbike licence with category A1, A2 or A;

7.2.3 You are resident in Belgium ;

7.2.4 You are not on medication and do not have any disability, illness or other condition that would adversely affect your driving;  
You are a natural person.

7.3. By registering as a Renter in the Netherlands or Belgium<sup>1</sup>, you guarantee that you comply (and continue to comply) with the above applicable requirements. If you do not (or no longer) comply with any of these requirements, you may not (no longer) use the Service as a Renter and MotoShare is entitled to exclude you from using the Service.

7.4. MotoShare and the Insurer are entitled, to the extent permitted by law, to check the identity, creditworthiness, criminal record and driving history of the Renter through third-party databases.

7.5. The Renter must not allow the Motorbike to be driven by anyone other than himself or herself. Failure to comply with this provision will result in exclusion from cover under the applicable Insurance Agreement. The Renter is liable in the same way as for his or her own conduct for the conduct of those who are on the Motorbike with his or her consent.

7.6. The Insurer will not provide cover if a Renter rents a Motorbike for commercial purposes (such as film shoots). Loss of or damage to the Motorbike will be entirely at the Renter's risk and expense.

## **8. Requirements and obligations for the Private Landlord**

8.1. The Private Motorbike Lessor must comply with the following conditions in the Netherlands for using the Service and renting out a Motorbike:

8.1.1. You are at least 21 years old;

8.1.2 You have a valid Dutch motorbike licence with category A1, A2 or A;

8.1.3 You live in the Netherlands;

8.1.4 You are not on medication and do not have any disability, illness or other condition that would adversely affect your driving;



8.1.5 an insurer has not refused or cancelled your motor insurance after claims in the last three years.

8.1.6 an insurer has not cancelled any insurance (i.e. not just motor insurance) from you in the last three years for failure to fulfil obligations under an insurance policy;

8.1.7 You have not been suspected of or convicted of in the last eight years:

- theft, deceit, fraud or forgery. Or an attempt to do so;
- vandalism, damage, assault, extortion, extortion or a crime against liberty or life. Or an attempt to do so;
- an offence under the Arms and Ammunition Act, the Opium Act or the Economic Offences Act.

8.1.8 You have not been involved in:

- fraud in applying for insurance. Or fraud when making a claim;
- intentional deception of a financial institution;
- threat to staff of an insurer or financial institution.

8.1.9 In the last five years, the court has not disqualified you or confiscated your driving licence;

8.1.10 You have not been banned from driving by the police in the last two years;

8.1.11 You have not had more than two (2) claims on a motorbike insurance policy in the last two years. This includes only damage due to an accident that was your fault, theft of your motorbike or damage due to vandalism.

8.2. If a Host does not (or no longer) comply with any of these conditions, the Service may not (no longer) be used and MotoShare is entitled to exclude the Host from using the Service.

8.3. If the Motor no longer meets the above requirements, you are obliged to remove the Motor from your Profile and terminate all outstanding reservations or Rental Agreements.

8.4. You are fully liable for all damages and costs resulting from the fact that you and/or your Motorbike do not (or no longer) comply with the above requirements.

8.5. Insurer's insurance does not provide cover if the Motorbike is not and does not remain minimally WA insured, or if the Motorbike is hired out by a Professional Lessor.

8.6. MotoShare does not inspect the safety of the Motorbike offered through the Platform. The Host is therefore solely responsible for inspecting the Motorbike for safety. If the Motorbike is not safe, it may not be rented out. The Landlord is expressly responsible itself if the Landlord rents out a Motorbike with already known defects and as a result damage occurs to third parties or the Renter.

8.7. MotoShare and the Insurer are, to the extent permitted by law, entitled to check the identity, creditworthiness, criminal record and insurance history of the Landlord and the Renter as well as the specifications and damage history of the Motorbike through third-party databases.

## **9. Requirements for the Professional Landlord**

9.1. Registration as a Professional Landlord on the Platform is subject to the following conditions:

- You offer a Motor insured for professional rental;
- You are statutorily based in the Netherlands or Belgium .”

9.2. The Professional Host will offer Motorcycles for rental through the Platform of MotoShare. The Professional Host is responsible for the completeness and accuracy of the information it provides as well as for keeping this information up-to-date. If requested, MotoShare can place Motorcycles on the Platform on behalf of the Professional Host. This is a service of MotoShare for which it bears no responsibility. The Professional Host remains at all times responsible for checking and, if necessary, correcting the information displayed.

9.3. Rentals of Motorcycles are made only if the Renter has passed the test required by MotoShare. In the event the Professional Renter wishes to rent to Renters who have not passed the test, all consequences are for the account and risk of the Professional Renter.

9.4. The Professional Rental Company will arrange its own all-risk insurance for any damage caused to the Motorbikes it offers. An excess as indicated by the Renter on the Platform will apply. This excess amounts to a minimum of € 700,- excl. VAT per Rental Period and a maximum of € 1,500,- excl. VAT per Rental Period. In the event of damage, the Professional Landlord must charge and recover the excess from the Renter. In those cases where the Renter has reduced the own risk via MotoShare to € 700,- excl. VAT, MotoShare, insofar as the Professional Landlord's own risk is € 1,500,- , covers in favour of the Professional Landlord the damage above € 700,- excl. VAT up to a maximum of € 1,500,- excl. VAT per Rental Period. If the excess is not paid by the Renter, the Professional Landlord may assign its claim against the Renter to MotoShare. MotoShare will attempt to recover this excess from the Renter, possibly through a collection process. If MotoShare receives this amount from the Renter, it will be reimbursed to the Professional Landlord. The Professional Host has its own resources at the physical location to collect the excess and MotoShare is therefore never liable should a Renter fail to pay the excess.

Before MotoShare pays the excess to the Professional Landlord, the Professional Landlord must prove that damage occurred and that the Renter received an invoice for it. This must also be handed over for any collection action against the Renter

9.5. The Professional Lessor shall ensure that a breakdown service is applicable in case of emergencies.

9.6. The Professional Landlord will not hand over a Motorbike to a Hirer for hire without the terms of insurance applicable to the Motorbike (taken out by Professional Landlord) having also been presented to the Hirer and signed by the Hirer for approval. Consequences of not having the insurance terms signed are for the account and risk of the Professional Lessor.

9.7. In the event that a Renter causes damage which is excluded from coverage under the insurance conditions of the Professional Landlord, the Professional Landlord itself shall recover such damage from the Renter. MotoShare shall never be liable for this.

9.8. Renters not resident in the Netherlands (for example tourists) who make a booking by e-mail must pay the excess to the Professional Rental Company before handing over the Motorbike. MotoShare is never liable for the excess of this category of Renters.

9.9. The Professional Host acknowledges that MotoShare shall never be liable for a higher amount than the maximum excess of €1,500 excluding VAT.

9.10. The Landlord shall determine the number of free kilometres. Exceeding the number of free kilometres will be charged to the Renter as a way of after-charge at the additional fee also determined by the Landlord

9.11. Fines imposed as a result of traffic violations by Renters shall be shifted by the Professional Landlord onto the Renter or otherwise settled between the Renter and the Professional Landlord. MotoShare shall never be liable for fines.

9.12. Other than stipulated here, no all-risk but only Third Party Liability insurance applies to rentals by a professional lessor based in Belgium.

In addition to the above points, the Additional General Terms and Conditions for Professional Lessors apply, which can also be found at

## **10. Other obligations under the Lease**

10.1. The Landlord must prevent the Hirer from using the Motor if the Landlord reasonably believes that:

10.1.1 The Renter does not meet the conditions for a Renter as set out in clause 7;

10.1.2 The Renter is or appears otherwise unfit to drive the Motor;

10.1.3 The Renter cannot show a valid motorbike licence category A1, A2 or A;

10.1.4 The Renter cannot produce identity documents (European ID, passport, bank card/credit card); or

10.1.5 The Renter's motorbike licence number, category A1, A2 or A and/or age does not match the details in the Rental Agreement and the Transfer Form.

In the above cases, the Landlord may terminate the Lease without any cost or penalty.

10.2. The Renter must refuse the Motor if the Renter believes on reasonable grounds that the Landlord:

10.2 1 Does not meet the conditions for a Landlord and Motor as set out in Articles 6, 8 and 9.

10.1.2 Damage to the Motor is not properly recorded in the Rental Agreement.

In the above cases, the Renter may terminate the Lease without any charges or penalties and will receive the Rent back.

10.3. Tenant and Landlord will sign the Transfer Form as part of the Lease prior to the Lease. The information and statements on the Assignment Form will become part of the Lease by signing. The Tenant and Landlord declare in the Assignment Form:

10.3.1 The exact pick-up and delivery dates and times;

10.3.2 The mileage at the time of collection and delivery of the Motor;

10.3.3 That the Lessor has inspected the Renter's motorbike licence and identity paper and checked the following points:

- The first and last name on the motorbike licence or identity paper match the pre-filled first and last name which can be found on page 1 of the Transfer Form;
- To check that the four digits entered match the last four digits of the Renter's completed driving licence number which can be found on page 1 of the Transfer Form;
- That the Renter is over 21 years of age by checking the date of birth on the Renter's driving licence;
- To check whether the Renter has a motorbike licence, by checking on the back of the motorbike licence whether the required licence categories for the Motorbike have been obtained;
- That the security devices have been provided to the Renter that are mandatory according to the security requirements of the Insurer;
- To have checked the condition of the engine and declared damage;
- The Motorbike was taken into use without damage or known defects or jointly declare that damage or defects were already present. Such damage shall be clearly and in close consultation between Hirer and Lessor indicated on the space provided for this purpose on the Rental Agreement. Preferably, this description of the condition of the motorbike should be supported by clear photographs before the motorbike is given to the Renter by the Letter;
- That a safety check (e.g. the BRAVOK motor-check points) has been carried out and the Motorbike has been found safe by both the Lessor and the Renter;
- That specific details regarding safety or driving characteristics of the Motorbike as applicable have been notified by the Lessor to the Renter at the start;
- That the safety of the Motorbike has been checked and found safe by the Hirer and Lessor. The Lessor declares that he is not aware of any defects in the Motorbike. The Renter declares to rent and ride the Motorbike entirely at its own risk. The Landlord and MotoShare are never liable for damage, theft, any bodily injury or consequential damage of the Renter due to renting the Motorbike;
- That the engine papers and engine key(s) have been handed over to the Renter at the start of the Rental Period and the Renter has handed

over the engine papers and engine key(s) to the Lessor at the end of the Rental Period;

- That Tenant and Landlord have understood and accept the General Terms and Conditions of MotoShare and Insurance Terms and Conditions of the Insurer;
- That in so far as a Professional Landlord is concerned, the Landlord has declared and provided its insurance terms and conditions applicable to the Tenant and the Tenant has agreed to them.

10.4. Should the Transfer Form not be signed by either party, MotoShare will be contacted for administrative processing.

10.5. The Renter is responsible for returning the Motorbike:

10.5.1 On the agreed date, time and place;

10.5.2 Without thereby committing traffic or parking offences or other traffic offences;

10.5.3 Including keys and papers;

10.5.4 With the same quantity of petrol as indicated on the Transfer Form before the start of the Rental Period;

10.5.5 In the same condition (in terms of damage and cleanliness) as when the Handover Form was signed before the start of the Rental Period.

If the Renter fails to return the Motorbike in accordance with the above, the Renter will be responsible for any resulting costs.

10.6. The Hirer and Landlord will sign the Handover Form at the end of the Hire Period. The Renter declares in the Handover Form that the Renter has returned the Motorbike at the end of the Rental Period without damage/defects. Any new damage compared to the condition at the start of the Rental Period must be indicated on the Handover Form jointly with the Lessor. The Odometer and Fuel Gauge readings after the Rental Period must also be noted on the Handover Form. In case of damage, a European damage form must be completed.

10.7. In the event of a conflict between Renter and Landlord, MotoShare may act as a mediator. However, MotoShare is not a party to the Rental Agreement and/or the Insurance Agreement. It is therefore up to the Renter and Landlord to reach a resolution of any conflict.

10.8. Landlord is responsible to keep the signed Transfer Form at times and to show it to or copy it free of charge for Tenant or MotoShare upon first request.

10.9. The Landlord shall report damage to MotoShare or Insurer immediately upon discovery thereof but no later than 72 hours after the Rental Period, failing which MotoShare and Insurer shall assume that the Rental Agreement has been completed without problems and there is a presumption in law that the damage did not occur during the Rental Period. If damage is reported 72 hours after the Rental Period to MotoShare or Insurer, both are not obliged to cover the damage. Also, MotoShare is

not obliged to pay out the excess of up to €1,500 to the Landlord if the damage was reported only after 72 hours via the online damage form: <https://actie.motoshare.nl/schade-particulier/>

10.10. In view of fraud risk, it is not permitted to conclude a Lease Agreement between a Tenant and Landlord when Tenant and Landlord reside at the same address.

10.11. If the Renter cancels the Rental Agreement, MotoShare will convert the paid Rental Fee into a voucher equal to the paid Rental Fee minus transaction costs. The voucher is valid for two years after issue and can be used by the Renter on a new Rental Agreement. If the Renter cancels less than 72 hours before the start, there will be no refund of the Rental Fee (including in the form of a voucher).

If the Landlord cancels the Lease, a refund of the Rent will be made excluding transaction costs.

10.12. If the motorbike breaks down or is damaged during the Rental Period, roadside assistance may be called in. The cost of roadside assistance is not covered by the Lessor's insurance and is not included in the Rental Price.

10.13. Breakdown assistance in the event of a breakdown or damage will initially have to be reported to the Renter's or Lessor's breakdown assistance membership. If the Renter and Lessor do not have a roadside assistance membership, external roadside assistance may be called in. The cost of the service will be billed directly to the Renter or Lessor, depending on who is responsible for the breakdown or damage occurring. Herewith a guideline of who should pay:

- Flat tyre: Tenant is responsible
- Damage: Tenant is responsible
- Empty battery: Tenant is responsible
- Motor failure: Landlord is responsible

10.14. A Renter may take out breakdown cover in the Netherlands and/or in Europe (in all countries where the rented Motorbike is also insured by the Insurer) for an additional charge. If the Renter has taken out roadside assistance and a breakdown occurs for which the Renter is responsible, the costs of roadside assistance will not be charged to the Renter. In the event of a flat tyre, flat battery or other easily repairable breakdown, the Motorbike will be taken to the nearest garage. In case of damage, the Motorbike will be taken to the nearest garage in the Netherlands.

10.15. In the event of a breakdown, no replacement transport will be arranged for the Renter.

10.16. MotoShare shall never be liable for fraud on the part of Renters and/or consequential damage thereof.

## **11. Damage, theft, insurance and fines**

11.1. The Renter is fully liable to the Letter for damage to or theft of the Motorbike during the Rental Period. If the damage is covered under the applicable Insurance Agreement, then the Renter is only obliged to pay the agreed excess. If the damage is not covered under the applicable Insurance Agreement, then the Renter and the Letter

must reach a mutual (financial) settlement of the damage or loss. MotoShare is never liable for the costs or settlement of this damage. Examples of when damage may not be covered are when it occurred outside the Rental Period or due to intent or deliberate recklessness.

11.2. Damage or theft shall be reported to Landlord immediately after its discovery by Tenant. Landlord shall then report the damage or theft to MotoShare immediately but no later than 72 hours after the Rental Period. MotoShare will arrange for notification to the Insurer if the rental is between a Renter and Private Landlord. In case of rental between a Renter and Professional Landlord, Professional Landlord will take care of reporting to its own Insurer.

11.3. If the prescribed procedure is not followed for the conclusion of the Lease or a renewal thereof, the Motor is not insured.

11.4. The Insurer is entitled to require the submission of a fully completed and signed Transfer Form and European Claim Form as a condition of cover.

11.5. All possible damages and costs arising from an attempt to pass on any damage to a Motor already present before the Rental Period or arising after the Rental Period to a Renter will be recovered from the Landlord, including (but not limited to) the actual costs of the necessary expertise, claims handling and additional administrative actions, such as inclusion in the FISH system and reporting to the police for insurance fraud. This amount will be a minimum of €750 per occurrence. In addition, the Landlord will possibly be excluded from insurance with the Insurer.

11.6. The Renter is responsible for traffic fines arising or offences committed during that Rental Period. Costs arising as a consequence thereof shall be reimbursed by the Renter to the Landlord. MotoShare may mediate at the request of the Landlord and, with the Landlord's consent, seek to recover the fine from the Renter out of court on behalf of the Landlord. MotoShare will charge €25 for this by setting it off against the Rent paid by the Renter. MotoShare shall never be liable should the fine in MotoShare's opinion not be recoverable from the Renter.

11.7. In the event of theft, the Landlord is entitled to payment of the Rental Fee for the number of days of the Rental Period up to the moment of ascertained theft. MotoShare will refund to the Renter the part of the Rental Fee for the remaining days.

11.8. If there is a disagreement between the Landlord and Tenant or damage has occurred during the Rental Period, MotoShare may ask an independent expert to look into the damage. The Landlord, Tenant and Insurer then submit to the opinion of this independent damage expert.

11.9. If the damage is expected to be less than €1,500,- incl. VAT, then Landlord and Tenant must resolve their dispute entirely between themselves. MotoShare can assist in this but is in that case never liable for the excess.

11.10. The Landlord should estimate whether the annual mileage of his or her own insurance needs to be changed and passed on.

## **12. Payment**



12.1. The Renter shall pay the Rent agreed on the Platform to payment provider Mollie prior to the Rental Period. The method of payment is stated on the Platform. Unless otherwise stated on the Platform, MotoShare will deduct the following costs for its Service and then transfer the remainder to Landlord after the end of the relevant Rental Agreement:

12.1.1 Mediation fee of 15% of the Landlord Daily Price;

12.1.2 Coverage fee for MotoShare's excess guarantee;

12.1.3 Transaction fee per Lease;

12.1.4 Compensation per additional kilometre driven.

12.2. As regards the determination of the amount of any payment to the Renter or Landlord, the data of MotoShare are leading, unless the Renter or Landlord proves that these data are incorrect.

12.3. MotoShare accepts no liability whatsoever with regard to errors in the conclusion of Rental Agreements, for example with regard to the desired Rental Period, Rental Fee or type of Motorbike.

12.4. The following costs are examples of additional costs that may be charged to the Renter after the end of the Rental Period:

12.4.1 Excess of the Insurance Agreement or the insurance conditions of the Professional Landlord;

12.4.2 Fines and procedural costs relating to parking, traffic or other offences or crimes (including the cost of any towing or wheel clamping) caused during the Rental Period;

12.4.3 A loss or damage resulting from the Tenant's failure to comply with these Terms and Conditions or the Lease;

12.4.4 Cost of roadside assistance for the Lessor;

12.4.5 VAT or other taxes levied on amounts mentioned in this article.

12.4.6 Any advances paid by MotoShare;

12.4.7 Kilometre Aftercharge per additional kilometre driven above 150 kilometres free;

12.4.8 Charging additional rental days when the Motorbike is returned by the Renter after the agreed end date and time of the Rental Period;

12.4.9 Any costs arising from the failure to pay any additional costs after the end of the Rental Agreement and Statutory Collection Costs, or Legal Proceedings when MotoShare transfers the outstanding payment to a Collection Agency.

12.5. The Insurer may collect the excess from the Renter. Fines and procedural costs relating to parking, traffic or other violations must be recovered by the Landlord from the Renter. Where no solution is reached by mutual settlement of fines, MotoShare is authorised to collect the amounts concerned from the Renter on behalf of the Landlord.

12.6. If the additional costs cannot be recovered from the Renter (for whatever reason) and these damages are also not covered by the Insurance Agreement, MotoShare is not obliged to pay the costs to the Landlord.

12.7. MotoShare is entitled at all times to set off amounts owed and to suspend its obligations.

12.8. MotoShare shall not be liable for damage, of whatever nature, due to MotoShare having relied on incorrect and/or incomplete data provided by the User.

### **13. Intellectual property rights**

13.1. All Intellectual Property Rights (hereinafter "IP Rights") relating to the Service, the Platform and the disclosed Content are vested in MotoShare and/or its licensors.

13.2. Under the conditions set out in these General Terms and Conditions, MotoShare grants User a limited, personal, revocable, non-exclusive, non-sub-licensable, non-transferable right to use the Service.

13.3. It is not permitted to remove, render illegible, conceal or change notices or notices relating to IP rights.

13.4. Nothing in these Terms and Conditions is intended to transfer any IP rights to Users. Users shall not perform any acts that may infringe the IP rights of MotoShare such as, for example, but not limited to, registering domain names, trademarks or using Google Adwords that are similar or identical to any object to which MotoShare has IP rights or using or distributing any material subject to IP rights.

13.5. It is also not permitted without written permission from MotoShare to request or reuse substantial parts of the Content or to repeatedly and systematically request or reuse non-substantial parts of the Content as referred to in the Databases Act. The automated reproduction of Content by means of spiders, crawlers or robots is not permitted.

13.6. The User acknowledges and agrees that by uploading information to the Platform, MotoShare is automatically granted a free, unencumbered, worldwide, sub-licensable, non-exclusive licence to reproduce and disclose such information in the context of providing the Service. This licence expires the moment the User removes the information itself from the Platform.

### **14. Liability**

14.1. MotoShare accepts no liability if it cannot be reached by telephone, or through other channels, for any period of time.

14.2. MotoShare shall only be liable for direct damage (as described below) that Users may suffer as a result of a shortcoming attributable to MotoShare and/or wrongful act,

and then always only up to an amount not exceeding €1,500. Direct damage means exclusively:

14.2.1 Material damage to property;

14.2.2 Reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based;

14.2.3 Reasonable costs incurred to determine the cause of damage, liability, direct damage and manner of repair.

14.3. All liability of MotoShare other than for direct damage, such as consequential damage, is excluded. In this context, consequential damage is in any case understood to mean: loss of profits, missed savings, reduced goodwill, damage due to business stagnation, losses, costs incurred to prevent or ascertain consequential damage, loss, confusion or damage to electronic data and/or damage due to delays in the transport of data traffic.

14.4. MotoShare is also never liable for damages resulting from:

14.4.1 Information posted by Users on the website;

14.4.2 Fraud committed by Users;

14.4.3 Information received by MotoShare from third parties or information located on third party websites to which MotoShare refers;

14.4.4 Damage to or loss of property, including a Motor;

14.4.5 Default of the Motor;

14.4.6 Death or injury;

14.4.7 Traffic or parking violations;

14.4.8 Failure of another User to comply with these Terms and Conditions;

14.4.9 Termination of a Rental Agreement, removal of a Profile, an Engine or other matters from the Platform (such as cessation of the Service/closure).

14.5. This limitation of liability of MotoShare is not intended to exclude MotoShare's liability for intentional and/or wilful recklessness.

14.6. Users shall indemnify MotoShare for all damages and costs, including but not limited to damages resulting from (alleged) infringement of IP rights of MotoShare (or third parties), third-party claims, collection costs, statutory business interest, loss of profit, penalties due and costs of legal assistance, suffered or incurred by MotoShare and arising from (i) an attributable failure to perform the Lease Agreement on the part of User (ii) use of the Service by User, or (iii) an unlawful act by User.

14.7. The safety of the Motorbike is not checked by MotoShare. Renter and Landlord must check the Motorbike for safety before the start of the Rental Period. On the

Transfer Form, the Landlord declares that it is not aware of any defects in the Motorbike and the Renter then declares to rent and ride the Motorbike entirely at its own risk. The Landlord and MotoShare shall never be liable for damage, theft, any bodily injury or consequential loss suffered by the Renter as a result of renting the Motorbike.

## **15. Posting a review**

15.1. The User shall endeavour to post a review after the end of the Rental Period. This review: (i). will relate to the relevant Rental Period and contact moments that took place between a Landlord and Tenant; (ii) will be completed in honesty and will not contain abusive or offensive words; (iii) will not contain any privacy-sensitive information (such as address details, email address and telephone number, etc.); and (iv) will not contain any commercial messages (such as a reference to a website).

15.2. In case of unmistakably unlawful reviews and/or if a review violates one of the above rules, MotoShare is entitled to remove the review. The User can also contact customer service for this purpose, at [info@motoShare.nl](mailto:info@motoShare.nl).

## **16. Discount codes and gift vouchers**

16.1. All Discount Codes are, and a Rental Credit is, valid for a maximum of 2 years. When communicating personal Hire Credit, a start and end date of validity will always be communicated.

16.2. The User is responsible for keeping his or her unique code of the Gift Voucher or Hire Credit secret. If the User believes that the code has fallen into the hands of a third party, the User should notify MotoShare immediately so that MotoShare can deactivate the unique code and provide a new code. If the lost code has already been used on MotoShare then MotoShare will not provide a new code.

16.3. At any time, MotoShare may discontinue the validity of Discount Codes without owing anything to the Renter.

16.4 Rental credit cannot be terminated early by MotoShare without returning the amount paid to the Renter.

## **17. Other**

17.1. MotoShare may transfer or pledge all claims, powers, rights and obligations and actions related to the Rental Agreement or the Service to third parties and shall inform you of such transfer or pledge. You hereby agree to cooperate with such a transfer or pledge and that, in the event of such a transfer, such third party will be able to exercise all rights against you.

17.2. If any provision of these General Terms and Conditions proves to void or voidable or becomes or is invalid in whole or in part for any other reason, the other provisions of the General Terms and Conditions shall remain in full force and effect. MotoShare shall replace the invalid provision with a provision that is valid and whose legal effect, given the content and purport of these General Terms and Conditions, corresponds as far as possible to that of the invalid provision, furthermore in accordance with Article 2.2.

17.3. Dutch law shall govern the Lease Agreement and any disputes arising therefrom and/or relating thereto.

17.4. All disputes arising from and/or relating to the Lease Agreement may be submitted exclusively to the competent court in Amsterdam, unless mandatory law designates another competent court.