

General Terms and Conditions for the Sharing Pilot Project (GTC)

Hopper Mobility GmbH

Hopper Mobility GmbH, Eichenhofstr. 25, 86154 Augsburg
Local jurisdiction Augsburg, HRB 36609
Managing Director Martin Halama and Philipp Herrmann

General, scope of applicability

- (1) These General Terms and Conditions (GTC) govern the business relationship between Hopper Mobility GmbH (hereinafter referred to as "Hopper") and the customer (hereinafter referred to as "Customer") with respect to the temporary use of vehicles in the form of vehicle sharing. The holder of the vehicles is Hopper.
- (2) Individual agreements made with the customer in individual cases (including ancillary agreements and amendments) shall in all cases take precedence over these GTC. For the content of such agreements, a written contract confirmation on the part of Hopper shall be authoritative.
- (3) In addition to these GTC, the liability exclusion statement, the data protection policy and the enclosed user manual shall apply.

Sharing

- (1) Hopper has different versions of the vehicle "Hopper" (Vehicles) available for temporary use by customers.
- (2) The offer is station-based, each vehicle a fixed parking space, which forms the respective starting and end point of a use by the customer.

Contract formation

- (1) Hopper's offers are subject to change and non-binding. No assurance of the availability of vehicles in individual cases is given.
- (2) A prerequisite for the entitlement to use the vehicles provided by Hopper is the successful registration under approval of the respective applicable documents and the successful instruction in the vehicle by an authorised person on site. By signing the instruction at the vehicle, the customer accepts the contract including all annexes.

Account access

- (1) Upon conclusion of the contract, the customer receives an account with a personal identification number (PIN).
- (2) The PIN may not be made accessible to third parties.
- (3) The account is personal and not transferable.

Authorised drivers, valid driving licence, third party

- (1) Persons of legal age who hold an account are entitled to drive.
- (2) The customer may be driven by a third party (in the Passenger Version). It is irrelevant whether this third party is itself a customer of Hopper, as long as the customer is a passenger. A third party's right to drive ends if the customer himself is not present in the vehicle.
- (3) No entitlement to drive exists if the driver is under the influence of alcohol, intoxicants or medication that impairs the ability to drive.

Booking

- (1) The selected vehicle is booked via the "SWA carsharing" app or via the corresponding desktop access.
- (2) In the case of the station-based offer, the use of a vehicle without prior booking or outside the booked times is not permitted.
- (3) Station-based bookings can be cancelled, extended or shortened. If the vehicle is not available to the customer at the start of the booking period, the customer is free to book another vehicle or to cancel the journey. The customer shall not be entitled to claim compensation for expenses incurred as a result of the vehicle not being available.

Takeover of the vehicle, vehicle defects

- (1) The customer is obliged to check the vehicle for roadworthiness, visible defects, damage and heavy contamination before the start of the journey. Damage and defects must be reported to Hopper before the start of the journey. Please use the contact details in the vehicle (front right) for this purpose. If there are serious reasons at the time of takeover which prevent the vehicle from being taken over, Hopper is entitled to withdraw the right of use, irrespective of whether the customer himself/herself has contributed to this. Serious reasons include doubts about the roadworthiness of the vehicle, obligations to provide evidence in connection with administrative offences or criminal offences or similarly serious circumstances.
- (2) The customer is obliged to drive at all times in a manner appropriate to the weather conditions.

Treatment of the vehicles, unauthorised use

- (1) The vehicle must be handled with care and properly secured against theft. This is done by using the combination lock. The combination lock must connect the hopper to a stable object.
- (2) Passing on the code for the combination lock is not permitted.
- (3) Smoking in the vehicle is prohibited.
- (4) The use of the vehicle for off-road driving, for participation in motor sport events and vehicle tests, for the transport of highly flammable, toxic or otherwise dangerous substances, insofar as they clearly exceed normal household quantities, is prohibited.
- (5) In all other respects, the instructions in the user manual must be observed.

Behaviour in case of accidents, damage, defects, repairs

- (1) Accidents, damage and defects occurring to the vehicle during the journey must be reported to Hopper by the customer without delay. He must do everything necessary to clarify the situation in order to keep the damage as low as possible.

Return of the vehicle

- (1) In the case of a station-based offer, the customer is obliged to return the vehicle properly to its defined parking space at the latest at the end of the booking period.
- (2) The return is considered to be in order if the vehicle is parked in a clean and undamaged condition and properly locked. Details on this can be found in the user manual.

Period of use, late return

- (1) In the case of a station-based offer, the customer may only use the booked vehicle within the booked period. An extension of the booking period is possible if this does not lead to an overlap with another booking.

Insurance

- (1) The hopper is insured against accidents caused by external forces.
- (2) Accidents to the vehicle are insured. An accident is deemed to be an event directly affecting the vehicle from the outside suddenly with mechanical force. Accidental damage does not include, in particular, damage to the vehicle due to a disproportionate braking or operating process or pure breakage without external influence or involvement of third parties. This applies, for example, to damage caused by inadequate securing of the load or by incorrect operation.
- (3) The loss of vehicle parts is not insured if the driver is responsible for the loss.
- (4) There is no insurance cover for damage caused intentionally by the driver.

Liability of Hopper

- (1) Hopper shall be liable without limitation for damages resulting from injury to life, body or health caused by an intentional or negligent breach of duty by Hopper or an intentional or negligent breach of duty by its legal representatives or vicarious agents.
- (2) Apart from that, Hopper is liable - on the merits - for damages, irrespective of the legal grounds, only a) in the event of intent, b) in the event of gross negligence, c) in the event of slight negligence for the breach of material contractual obligations. An essential obligation is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner may regularly rely. Otherwise, liability is excluded.
- (3) In the event of liability for slightly negligent breaches of material contractual obligations, liability shall be limited to the damage which Hopper foresaw as a possible consequence of the breach of contract at the time of the conclusion of the contract or should have foreseen taking into account the circumstances which it knew or should have known.
- (4) Hopper is not liable for the loss of or damage to items left in the vehicle upon return. This does not apply in the case of intent and gross negligence on the part of the legal representatives or vicarious agents.

Haftung des Kunden

- (1) The customer's liability is limited to the respective damage incurred. The customer is liable for damage to or loss of the booked vehicle or damage to another person (damage) in accordance with the statutory provisions. The actions of the driver and other passengers are attributable to the customer.
- (2) The customer is liable without limitation for all violations of traffic and regulatory regulations and other legal provisions as well as for all disturbances of possession caused by him or third parties to whom he leaves the vehicle. The customer shall indemnify Hopper against all fines and cautions, fees and other costs which authorities or other bodies levy on Hopper on the occasion of such violations.

Exclusion of use

- (1) In the event of significant breaches of contract, Hopper may temporarily or permanently exclude the customer or from using the vehicle with immediate effect and block the customer account.

Costs

- (1) No costs are incurred for the use of the vehicle.

Termination, Cancellation of the Contract

- (1) Both parties may terminate the contract without giving reasons. Digital delivery of the notice of termination is sufficient
- (2) Hopper may block the account of the user at any time.

Modification of the GTC

- (1) Hopper expressly reserves the right to make reasonable changes to the GTC. Changes will be announced to the customer by notification by e-mail and by publication on the Hopper website. Any amendments shall be deemed to have been approved if the customer does not object to them in text form (e.g. e-mail) within 3 weeks after notification of the amendments. Hopper will make special reference to this consequence when announcing the changes. The time of dispatch of the objection is decisive for the timeliness of the objection.

Recording data while driving, using the data

- (1) Vehicle data mapping a position of parked vehicles with GPS is used for the correct location of vehicles.
- (2) No GPS data is processed while the vehicle is in operation and therefore no route mapping or performance-related driving data is recorded. GPS information about the current location is only recorded when the vehicle is switched off and parked. The GPS data collection is carried out in accordance with the requirements of the data protection laws in a purpose-specific and data-saving manner.
- (3) Data such as distance travelled, duration of the loan and other data are recorded and evaluated as part of the pilot project. The aim of the evaluation is to assess the usage behaviour of the vehicle and to draw conclusions about future customer groups. The booking platform is provided by swa Carsharing GmbH, which also collects the data. The data is passed on to Hopper Mobility GmbH and the Eindhoven University of Technology. No data is published that allows conclusions to be drawn about the identity of a user.

Reference to the consumer arbitration procedure

- (1) Die Hopper weist gemäß § 36 Verbraucherstreitbeilegungsgesetz (VSBG) darauf hin, dass sie an keinem Streitbeilegungsverfahren vor einer Verbraucherschlichtungsstelle teilnimmt.

Final provisions

- (1) The law of the Federal Republic of Germany shall apply. A right of set-off shall only exist if the counterclaim is undisputed, acknowledged or legally pending.
- (2) Should one or more provisions of this contract be invalid or void, this shall not affect the validity of the remaining provisions of the contract. The contracting parties undertake to fill any gaps that arise in accordance with the meaning and the presumed intention at the time of conclusion of the contract.

Cancellation policy

- (1) Right of withdrawal You have the right to withdraw from this contract within fourteen days without giving any reason. The revocation period is fourteen days from the day of the conclusion of the contract (receipt of the order confirmation). To exercise your right of withdrawal, you must inform Hopper Mobility GmbH, Eichenhofstr. 25, 86154 Augsburg, Email: eindhoven@hopper-mobility.com of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter or email sent by post). In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period. Consequences of revocation If you

revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the inexpensive standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. If you have requested that the services begin during the withdrawal period, you must pay a reasonable amount corresponding to the proportion of the services already provided up to that point in time at which you notify us of the exercise of the right of withdrawal in respect of this contract compared to the total scope of the services provided for in the contract.

(2) Model for the withdrawal form

- a. If you wish to cancel the contract, please complete and return this form:
 - i. To Hopper Mobility GmbH, Eichenhofstr. 25, 86154 Augsburg, Germany or to kontakt@hopper-mobility.com
 - ii. I/we hereby revoke the car sharing contract concluded by me/us,
 1. City
 2. Name
 3. Date