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Document:	<b>GENERAL CONDITIONS REGULATING ACCESS TO AND USE OF THE SHARED VEHICLE MOBILITY SERVICE YEGO</b>	
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Service Manager	<b>In Spain:</b>	<b>YEGO URBAN MOBILITY, S.L.</b> , Spanish company with tax ID no. B-66.785.767, headquartered at Calle Ávila 138, 4º 2ª, 08018 Barcelona (Spain), duly established before the Notary of Barcelona, María de las Mercedes Martínez Parra on May 23, 2016, with number 996 of her Protocol, and registered in the Commercial Registry of Barcelona in Volume 45402, Folio 93, Sheet B-486579
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*Changes implemented - vs. the version in force on 01/06/2023 - Highlighted in colour (except modifications of structure, format or clarifications).*

I. DEFINITIONS AND PURPOSE

1.1. Definitions

In this document, the terms below shall mean the following:

Term	Definition
“General Contracting Conditions” or “GCC”	The content of this document.
“YEGO,” the “Service Manager” or the “Company”	<p>For Spain, the business corporation called YEGO URBAN MOBILITY, S.L., headquartered at Calle Ávila 138, 4º 2ª, 08018 Barcelona (Spain), with tax ID number B-66785767.</p> <p>For France (in Paris and Toulouse), the company called YEGO URBAN MOBILITY FRANCE, S.A.S., Société par actions simplifiée à associé unique - Share capital of 3.000,00 Euros - Head office located at 122, rue Amelot, 75011 Paris - 878 307 248 R.C.S. Paris- Intra-community VAT N° FR79878307248.</p>
“User”	Any physical person who has contracted the provision of a YEGO Service.
“YEGO application” or “application”	Mobile application owned by YEGO that can be downloaded onto a smartphone which allows the Company’s Services to be contracted.
“YEGO website”	<a href="https://www.rideyego.com/">https://www.rideyego.com/</a>
“Service”	Making a fleet of shared electric driverless vehicles available and for rent in a given geographical area via a mobile application.
“vehicle(s)”	A driverless passenger vehicle made available by YEGO, depending on all times on the geographic region, including but not limited to motorcycles, bicycles, and scooters.
“User account”	The User account is the personal space and profile that any User will have to create within the YEGO Application in order to contract the Service; the procedure for creating the User

account is described in Section 2.1. below.

“YEGO Email Address”

info@rideyego.com

“Use license”

Use license of the YEGO Application granted to the User for the provision of Services, as regulated in Section 2.2.3. of these GCC.

## 1.2. Purpose

1.2.1. This document contains the General Contracting Conditions (hereinafter, “GCC”) regulating the contractual relationship between YEGO and any User who has registered in the Application, and contracts the YEGO Service at any time.

1.2.2. Acceptance of these GCC, which are contractual in nature, is an essential prerequisite for YEGO to provide the service and for the Service to be used by any User.

When registering in the YEGO Application, the User will have to accept these GCC before being able to contract and use the Service provided by YEGO. There is no need to physically sign the proposed GCC: by clicking on the key set up for this purpose in the YEGO Application, the User is considered to have signed and accepted these GCC governing the contract binding them with YEGO for all purposes.

Completing the registration process in the YEGO Application to access the Service means accepting these GCC and consequently the application of these clauses to each Service provision that the User subsequently requests from YEGO, when reserving and renting any vehicle in the Application.

1.2.3. After accepting the GCC and completed the registration process in the YEGO Application in accordance with the provisions of Section 2.1. below, a copy of this contractual document will automatically be sent to the User via email for their files, and the User explicitly accepts this way of sending the contract and the type of contractual support.

1.2.4. Not using the Service for a certain period of time does not mean that these GCC cease to be applicable except in cases in which the User explicitly requests to be removed from the YEGO Application with a permanent cancellation of their account, in accordance with the provisions of Section 2.3. below; or (ii) modification of the GCC as set out in Section 1.2.5 below.

1.2.5. YEGO reserves the right to amend any provision in these GCC at any time. Each User shall automatically be notified of any amendment in these GCC for their approval via the YEGO Application. The new version of the GCC shall be applicable to all the Services contracted by the User after their acceptance of this new version (unless in case that by law or decision of the competent body appropriate changes must be applied retroactively), and a copy of the amended contractual document shall

automatically be sent to the User under the same terms as the previous version.

- 1.2.6. The version of these GCC in force at any time is also available on the YEGO Application, as well as on the YEGO Website. The document heading refers to the date it enters into force, and any amendments compared to the previous version of the document shall be highlighted in colour to help the User locate them (except modifications of structure, format or comprehension).
- 1.2.7. These GCC include the following appendixes, which shall be an integral part of them:
  - *Annex I.- (Prices per minute by cities and vehicles),*
  - *Annex II.- (Table of damages and penalties)*
  - *Annex III.- (Guide to handling accident reports and photos of the end of the ride).*
  - *Annex IV.- (List of compulsory training offers)*
- 1.2.8. The User is asked to carefully read these documents before accepting the GCC and contracting the Service, since they are pledging to comply with each of the terms contained herein.

### **1.3. General Description of the Service**

#### **1.3.1. Service and registration**

- 1.3.1.1. YEGO offers its Users a transportation Service which allows them to access and use the electric vehicles in its fleet for a certain amount of time via its Application.

By registering in the YEGO Application, the User becomes part of a group of Users of YEGO vehicles, which will enable them to use any vehicle in the YEGO fleet that is available at the time of the reservation, thus occasionally contracting driverless vehicle rental services.

Registering in the YEGO Application will allow them and give them the right to check which vehicles are available in the geographic region where they are located, and therefore to reserve and use any vehicle that is listed as available in the Application if they wish, in accordance with these GCC.

- 1.3.1.2. Excluding the periods when the User is effectively renting and using a given vehicle, and unless they have contracted a Plan in accordance with the provisions of Section 4.3.2 below or signed a specific long-term rental contract with YEGO, the User will not have the permanent right to use the vehicles in the fleet that YEGO owns.

#### **1.3.2. Vehicles**

- 1.3.2.1. YEGO offers access to different types of electric vehicles according to the cities where it operates, but it does not guarantee its Users the availability of any specific number or type of vehicle. The number and type of vehicles will vary according to the region, the applicable laws and even the way the Users as a group are using the vehicles at

any time.

YEGO reserves the right to decide on the vehicles (both number and type) that it makes available at all times in each geographic region, as well as the times when its Service is operating, and it makes this information available in real time on the YEGO Application.

1.3.2.2. The rules applicable to the rental and use of YEGO vehicles vary depending on the type of vehicle and the laws applicable to them, as reflected in these GCC.

1.3.2.3. The types of vehicles available, as well as the cities where YEGO operates, are always available for consultation in the Application, on the YEGO Website, and in *Appendix I.- (Prices per cities and vehicles)* of these GCC.

### 1.3.3. Availability

1.3.3.1. YEGO offers its Service at certain times, which differ according to the cities where it operates and as stated at all times in the YEGO Application. Even though the Service is offered in any reference city all year round, twenty-four (24) hours a day and seven (7) days a week, YEGO always reserves the right to close access to its Service and to reduce or eliminate its fleet and/or the geographic region of the Service whenever it deems opportune, as in the following situations but not limited to: (i) the existence of holidays, either national or local; (ii) demonstrations and/or events held in the public space; (iii) maintenance or actions to resolve technical incidents in the Application and/or vehicle fleet; and/or (iv) in fulfilment of any applicable regulation or an injunction by any authority.

1.3.3.2. Affected Users shall be immediately notified of the closure of the Service, or substantial changes in the geographic region of the Service provided via the YEGO Applications; they may not rent any vehicle, that is, contract any Service, during the time when it is closed, or to do so they will have to respect the new geographic area defined by YEGO. Notwithstanding the above, YEGO recommends consulting the destination point before starting the Service in order to check if it is in an area where the trip can be completed.

## II. **USE OF THE APP**

### 2.1. **Registering and creating a User account**

#### 2.1.1. The information required

2.1.1.1. In order to contract the YEGO Service, each User has to previously download the Application onto their smartphone and create a User account.

2.1.1.2. To create an account, the User must provide the following information:  
(i) Personal email address;

- (ii) Date of birth;
- (iii) Personal home address;
- (iv) Reference city where they initially want to use the YEGO Service;
- (v) Contact phone number;
- (vi) Copy of national ID card or passport;
- (vii) Copy of driver's license, in accordance with Section 3.4.2.; and
- (viii) Detailed information on a credit card in accordance with the provisions of section V of these GCC Registration may be completed without providing this information but must be provided before starting a trip.

2.1.1.3. YEGO processes Users' personal information within the framework of the Service provision outlined in the YEGO Privacy Policy, which shall be subject to the User's agreement in accordance with the applicable laws before providing any personal information to YEGO. The version of this Privacy Policy in force at all times shall also be available on the YEGO Application as well as at the bottom of the YEGO Website.

2.1.1.4. The YEGO Application allows users who so wish to create a account using data that they have already registered in other Apple and Google applications in accordance with the terms and conditions of service applied by those third parties.

2.1.1.5. The User registration process is considered completed and properly done once the User has received a confirmation email from YEGO with a copy of these GCC attached.

2.1.2. Truthfulness and currency of the information provided

2.1.2.1. The User guarantees the truthfulness of the information they provide to YEGO when creating an account in the YEGO Application and pledges to maintain this information duly updated at all times.

2.1.2.2. The driver's license provided by the User to use the vehicles they need must not only fulfil the provisions of Section 3.3.2. below but must also be current, valid, and not subject to any suspension, revocation, or recall.

2.1.2.3. Likewise, the National Identity Document (DNI in Spain, ID Card in France) or equivalent document (if the User is a citizen of a country other than Spain or France) provided to YEGO must be current and not expired.

2.1.2.4. If after registering in the Service, the User renews their driver's license, National Identity Document, or similar document, or if they change their phone number, postal address, or any other information they entered when registering on the YEGO Application, the User is obligated to update those documents or information by notifying YEGO via the Application as soon as possible, and in any case before contracting another YEGO Service.

2.1.2.5. Notwithstanding the User's obligation to update their data, YEGO reserves the right to request Users to update the data provided upon registration in the YEGO

Application, either occasionally or periodically, in order to check the updating and veracity of such data, and may block or delete the User's account if the User refuses to comply with the request made to that effect and even apply the penalty established in *Annex II (Table of damages and penalties)* if the breach is part of an administrative penalty procedure.

#### 2.1.3. The personal and unique nature of each account

- 2.1.3.1. Each User account is personal and unique. The access data for each account is personal and non-transferrable.
- 2.1.3.2. In order to avoid duplications, a User may not register by opening a second account in the Application if they have not permanently deleted their other account. Likewise, Users are explicitly forbidden from allowing a third person to use their account by either sharing their password or contracting a Service in their name while allowing a third party to use the vehicle instead of the User.
- 2.1.3.3. Any Service contracted via an account will be understood to have been contracted by the holder of that account, the latter being liable to YEGO in the event of non-compliance and use of the vehicle by a third party at its own expense.
- 2.1.3.4. Users are recommended not to share and to protect the confidentiality of their own account, and Users pledge to notify YEGO immediately if their personal data or mobile telephone has been stolen, as well as of any improper use of their YEGO account by third persons, via the Customer Service Chat or, failing that, via an email using the YEGO Email Address.

#### 2.1.4. Right to delete, block, or reject YEGO accounts

- 2.1.4.1. YEGO reserves the right to block, delete or deny an account created by Users in the following particular cases: (i) if we detect falsehoods (or indications of falsehoods) in the data provided by the Users, regardless of the reason (manipulation, failure to update, mistake, etc.); (ii) use of a User's account by a third party, even if they are the User's family member of the User consented to this use; (iii) violations of the applicable rules of the road, including parking regulations; (iv) detect inappropriate behaviour on the part of the User (insults and threats, inappropriate photos, blackmail or harassment, abuse of the service, etc.); (v) failure to comply with these GCC; or (v) if any authority asks YEGO to do so.
- 2.1.4.2. In this case, YEGO will notify the User of this decision by informing them of the deletion process of any personal data associated with the account in accordance with the provisions of the YEGO Privacy Policy.

### 2.2. **Rules on using the Application and license**

Notwithstanding the rules on how to use different vehicles according to their type, as

outlined below in these GCC, Users' use of the YEGO Application itself is subject to rules, namely:

2.2.1. Having a personal User account activated

- 2.2.1.1. Regardless of the YEGO service they wish to contract, an essential prerequisite is for the User to have a single User account that fulfils these GCC in the YEGO Application at the time they contract it.
- 2.2.1.2. Furthermore, in order to make Users aware of the need to respect road safety rules and, in particular, parking rules, in line with the principles of courtesy and prudence that enable the peaceful sharing of public spaces, YEGO requires the User, in specific terms, before using the Service for the first time, to read and accept the responsible declarations and visual guides relating to these topics.

2.2.2. Being of legal age

- 2.2.2.1. Only physical persons aged eighteen (18) or older, that is, physical persons of legal age, may use the YEGO Application, and consequently contract the service, regardless of the type of vehicle.
- 2.2.2.2. With regard to legal entities, they may only contract YEGO Services in accordance with the provisions of the YEGO Business General Contracting Conditions. These Conditions reflect the specific conditions applicable to any legal entity that wishes to contract YEGO Services, knowing that the basic requirement will continue to be that the driver of any YEGO vehicle must be the holder of a personal User account and be legally of age (i.e. to be registered as an individual User and not through an account held by the legal entity).

2.2.3. Meeting the conditions of the YEGO Application Use License

- 2.2.3.1. By accepting these GCC, YEGO grants the User a personal, limited, revokable, non-transferrable, and non-exclusive license to use the YEGO Application as strictly necessary to provide the Services.
- 2.2.3.2. The rights to the YEGO Application that the User gains are subject to fulfilment of the GCC. Except for the periods when the User is renting vehicles which are governed by the conditions provided for in this GCC, the License to use the YEGO Application described herein shall be free of charge for the User.
- 2.2.3.3. The length of this Use License shall begin on the date when the User receives the email confirming that they have created their User account in the YEGO Application, and shall end when this User account is deleted, regardless of the reason (whether as the result of a request from the User or a decision by YEGO).
- 2.2.3.4. With regard to use of the YEGO Application, the User accepts the following

prohibitions and is obligated to fulfil the following obligations:

- (i) the User is obligated to use the YEGO Application without committing any illegal or illicit actions or actions that run counter to the provisions of these GCC;
- (ii) the User is obligated not to damage, fail to use, overcharge, or deteriorate the YEGO Application or prevent the normal use of it by other Users;
- (iii) the User shall not attempt to violate access levels; improperly manipulate data; duplicate or export data or information protected by intellectual property or other rights; access the restricted areas of the YEGO IT systems or those of third parties; or introduce programs, viruses, or any other device or code that changes or could change the YEGO Application or third-party applications;
- (iv) the User shall not dismantle, decompile, or apply any other procedures in the YEGO Application in order to discover its source code;
- (v) the User shall not totally or partially reproduce the YEGO Application;
- (vi) under no circumstances may the User eliminate any mentions of copyright, trademark, or any other industrial and intellectual property rights which confirm YEGO's exclusive ownership, either in complete or partial copies of the YEGO Application to which they have access, or in the documentation of information exclusively owned by YEGO;
- (vii) the User may not change or alter the YEGO Application in any way by any means, and in consequence they may not develop derivative works or modifications of it;
- (viii) the User shall not give or transmit to third parties the rights included in this Use License in any way, nor allow it to be used by third persons, and the use of the YEGO Application for any purpose other than exclusively meeting their own need is prohibited within the framework of the provision of YEGO Service and the use for which it is defined; they may not, for example, rent, lend, sell, or sub-license the YEGO application or perform acts that entail a violation of the duty to protect an asset owned by YEGO or third parties;
- (ix) the User may not introduce, store or disseminate, in or from the YEGO Application, any information or material that may be defamatory, offensive, obscene, threatening, xenophobic, inciting to violence, discrimination on grounds of race, sex, ideology, religion or that in any way violates morality, public order, fundamental rights, public liberties, honour, privacy or the image of third parties and, in general, the regulations in force.
- (x) the User shall maintain and use the YEGO Application properly and prudently in accordance with the advice and instructions that YEGO issues at any time.

2.2.3.5. To the full extent of the applicable laws, the YEGO Application is provided “as is,” with its flaws and without guarantees of performance or any other type of guarantee. The User uses it on their own account and at their own risk and accepts all risks in terms of satisfactory quality and performance.

2.2.3.6. YEGO shall not be bound by commitments or promises made by third parties outside YEGO, nor by erroneous expectations of the functionality of the YEGO Application. If the User detects errors, they should notify YEGO.

- 2.2.3.7. Under no circumstance shall YEGO be responsible held to the User or third parties for any damage caused by the failure or malfunction of the YEGO Application. YEGO does not guarantee that the YEGO Application meets all the User's expectations, that it shall operate uninterrupted or without errors, that the YEGO Application can interoperate, or that it is compatible with third-party applications or devices to correct possible errors. No type of oral or written advice provided by YEGO or an authorized represented may be considered a guarantee.
- 2.2.3.8. The User acknowledges that the YEGO Application provided may contain flaws and errors and that they shall always use the YEGO Application under their own responsibility and risk. As permitted by law, YEGO rejects all express, tacit, or legal guarantees, including implicit ownership guarantees, non-violation of third-party rights, marketability, or suitability for a specific purpose, among others. The applicable laws may not allow for the exclusion or limitation of incidental or direct damages, so the limitation or exclusion above shall not be applicable.
- 2.2.3.9. YEGO shall not be responsible for interruptions in the YEGO Application caused by force majeure or circumstances that are outside its scope or control. YEGO may interrupt access temporarily for security measures, for restructuring of the IT resources, or to improve the Application.
- 2.2.3.10. Under no circumstances shall YEGO be held responsible to Users for any personal and/or material damages, IT failures or errors, the loss of information or data, failure to deliver, or erroneous delivery of data that may arise during use of the Application. Nor shall YEGO be held responsible for any damages that can be caused as a result of random circumstances caused by hardware or other IT programs, calculation errors and other errors that are impossible to detect under normal simulation conditions, and/or any other errors on which any functionality in the YEGO Application depends.
- 2.2.3.11. The User's use of the YEGO Application does not entail YEGO's acceptance, approval, and/or knowledge of the way they use it given that YEGO only provides the Application to be properly used in accordance with the provisions of these GCC and the applicable laws.
- 2.2.3.12. If requested by court order or by the pertinent authorities, YEGO will help identify persons responsible for any use that violates the law.
- 2.2.3.13. The User shall have no right to claim indemnification of any kind (direct or indirect) due to temporary interruptions or definitive deletion from the YEGO Application or for additional services/functions or any type of content, product, or service offered in them, and YEGO declines all responsibility thereof, regardless of whether the interruptions or suspensions were caused by itself or others.
- 2.2.3.14. Under no circumstances shall YEGO's responsibility exceed the total amount paid for the provision of the Services via the Application. If the applicable laws do not allow for the exclusion of responsibility for indirect or fortuitous damages, YEGO's

responsibility shall be limited to the minimum extent of guarantees and responsibilities allowed by law.

- 2.2.3.15. If the applicable laws allow it, Users agree that YEGO shall not be responsible for any damage or loss to the User due to malfunction of the YEGO Application. Under no circumstances shall YEGO accept any responsibility for special, indirect, punitive, or emergent damages in relation to use of the YEGO Application. No part of these GCC shall either limit or exclude YEGO's responsibility for severe negligence or fraud.

## **2.3. Termination and deletion of the User account**

### **2.3.1. General principle**

- 2.3.1.1. The contractual relationship between the User and YEGO shall last indefinitely; however, either of the parties may terminate it at any time.
- 2.3.1.2. The User may delete their account in the YEGO Application at any time, freely and regardless of the reason for this decision, by applying what is outlined in Section 2.3.2. below.
- 2.3.1.3. YEGO, in turn, may decide to terminate or suspend the validity of the contractual relationship by deleting or suspending a User account in cases in which the User has, or is suspected of having, failed to fulfil the terms and conditions contained in these GCC.
- 2.3.1.4. Upon the permanent deletion of their account in the YEGO Application, the User shall no longer be considered a User, and access to the Service shall be deactivated. The contract that is part of these GCC, and any relationship between the User and YEGO resulting therefrom, shall cease to be in force and valid.
- 2.3.1.5. The deletion or blocking of an account due to User noncompliance does not in any way relieve the User from continued responsibility for any personal and material damages that they may have caused by using the vehicle, of the amounts not paid and owed because of their use of the Service, and any possible expenses that may arise as a result of the proper or improper use of the Service.

### **2.3.2. Procedure for the deletion and cancellation of the associated personal data**

- 2.3.2.1. The User may cancel their account in the YEGO Application at any time simply by sending a request to this effect to the Customer Service Chat via the Application, by email to the YEGO Email Address, or using the button available in this Application for this purpose.
- 2.3.2.2. Upon receipt of any request for deletion sent by a User, YEGO will suggest to this User to have the possibility to reactivate their account for the next sixty (60) days before permanently deleting their User account.

2.3.2.3. The User shall be free to accept this temporary suspension of their account or to reject it by confirming at that time their desire to immediately and permanently cancel it. This confirmation may also be sent to the Customer Service Chat via the Application, by email to the YEGO Email Address, or using the button available in this Application for this purpose.

2.3.2.4. Choosing this temporary suspension will allow the User to reactivate their account, if they wish, at any time within this timeframe, before permanently cancelling it. If they choose to suspend their account, if the User has not notified YEGO of their wish to reactivate that account during the sixty (60) days provided, it will automatically and permanently be cancelled without the User having to provide any additional notification.

2.3.2.5. The permanent cancellation of a User's account means that it will be impossible for them to reactivate it; that is, if the User wishes to once again contract YEGO Service after permanently cancelling their account, they will first have to go through the entire registration process and once again create a new account in accordance with these GCC.

2.3.2.6. The personal data associated with a User account once that account has been permanently cancelled shall be stored for a period of time and for the necessary purposes in accordance with the provisions of the YEGO Privacy Policy. On this point, in accordance with that Privacy Policy, Users are reminded that the personal data associated with a cancelled User account shall be stored and processed by YEGO in the way and for the amount of time strictly necessary to fulfil YEGO's legal obligations and as far as these obligations prescribe.

### **III. THE VEHICLES AND THEIR USE**

#### **3.1. General obligations applicable to any vehicle**

##### **3.1.1. Fulfilment of the applicable rules of the road and banned uses**

3.1.1.1. Generally speaking, using YEGO vehicles to conduct any illicit activity and/or purpose, or using them for a licit purpose yet one that fails to comply with the applicable laws or rules, is strictly forbidden.

3.1.1.2. The User of the Service pledges that when using the vehicle, they will drive it with due diligence and responsibility and fulfil each and every rule of the road established by the authorities at any time, depending on the type of vehicle they have rented and the geographical area in which it is located.

3.1.1.3. When using any YEGO vehicle, the User pledges to be in possession of their identity document, and of the applicable title or driver's license according to the type of vehicle they are using, and to fulfil any requests made by the authorities, especially

police officers, at all times.

3.1.1.4. The following uses are explicitly forbidden:

- (i) Use of the vehicle by a person other than the User, whether free of charge or for remunerated, and irrespective of whether or not the User has given his/her consent (i.e. including the free or onerous loan of the rented vehicle).
- (ii) Paid passenger and/or goods transport, regular rounds or visits to customers, deliveries, even on an occasional basis;
- (iii) Pushing or trailering any vehicle or any other object, with or without wheels;
- (iv) Participating in competitions, official or not, and conducting resistance tests of materials, accessories, or products;
- (v) Driving the vehicle under the effects of alcohol, narcotics, or any other type of narcotic;
- (vi) Transporting goods that violate the law or legal provisions in force, or for illicit purposes;
- (vii) Transporting more passengers than is authorized, as indicated on the vehicle registration and/or technical vehicle inspection report;
- (viii) Transporting heavier, more, or a higher volume of goods than authorized in the vehicle registration and/or technical vehicle inspection report;
- (ix) Transporting flammable and/or hazardous goods, as well as harmful and/or toxic radioactive products; and
- (x) Transporting live animals.

3.1.1.5. The User is explicitly forbidden from ceding, renting, selling, or in any way giving as a guarantee the vehicle, personal access to the YEGO Application, the equipment, tools, and/or accessories of the vehicle and/or any part of it, or of treating the above whether it causes damage to YEGO or not.

3.1.1.6. The User is obligated to turn off the vehicle as soon as possible when any instruments or indicator lights light up showing that they detect an anomaly in the vehicle's functioning.

3.1.1.7. Within the provision of its Service via the Application, YEGO tries to encourage compliance with the rules of the road and traffic rules and to enhance Users' awareness of the associated risks. Nonetheless, the User is solely responsible for being aware of and complying with all the rules of the road and traffic rules applicable at any time and geographical area and of driving the vehicles cautiously. Encouraging Users to respect the rules of the road and the principles of courtesy necessary for the peaceful sharing of public spaces remains a priority for YEGO, which is why YEGO reserves the right to remind Users at any time of the applicable rules or to inform them of changes in the regulations in force, either by email or via the YEGO App.

3.1.1.8. In particular, the User pledges not to park the vehicle in any space not set aside for that purpose, and they also pledge to comply with any signal or indicator that regulates parking either permanently or temporarily in the public space.

- 3.1.1.9. The User is responsible for checking that there are no temporary bans (such as, highway construction, markets, road cleaning, etc.) in the parking zone and that the zone where they are going to park the vehicle after the finalization of the Service is appropriate for that purpose.
- 3.1.1.10. Users are forbidden from finalizing the Service if a temporary ban on parking begins in less than forty-eight (48) hours (for example if the parking ban begins Tuesday at 9 am, the User is authorized to park there until 9 am on the previous Sunday).
- 3.1.1.11. If the vehicle is towed by a municipal tow truck during the Service or after finalized it in an unsuitable parking zone (including tow-away zones, bicycle spaces, blue or green zones, sidewalks where parking is not allowed, or places unsuitable for parking, etc.), the User shall be responsible for the corresponding fine, as well as for any expenses stemming therefrom in accordance with Section 7.1.2. below. The User declares that he/she is aware of the parking regulations applicable in the city in which the Service is used, which may differ from one city to another, and undertakes to comply with them at all times.
- 3.1.1.12. Any fine that the authorities may impose on the User because of their use of YEGO vehicles shall be the exclusive responsibility of that User, and they must accept it and hold YEGO harmless from any claim to pay any fine, regardless of whether the YEGO or the User was notified of the fine, either during or after the Service provision.
- 3.1.1.13. The handling procedure and the application of the corresponding penalizations, in the event of a fine attributable to the User, are outlined in Section VII below. In case of repeated infringements of road safety and parking regulations, YEGO reserves the right to exclude the User from the Service by deleting his/her account in accordance with Section 2.1.4 hereof.
- 3.1.2. Ban on ceding the rented vehicle to a third party
  - 3.1.2.1. The User is obligated not to cede the use of the vehicle that is the subject of the Service to third parties, and they are not allowed to be replaced by others, even temporarily, in the exercise of the rights to the Service. Should the User cede the vehicles to any third party or allow others to replace them, the User shall be held personally and directly responsible for any incidents or accidents that occur during the Service and hold YEGO harmless from any kind of responsibility.
  - 3.1.2.2. The obligation established in this section is considered essential, and YEGO reserves the right to block or permanently cancel the account of any User who violates this obligation and/or to apply the penalization provided for this purpose in *Appendix II.- (Table of damages and penalties)*.
- 3.1.3. Care of the vehicle and obligation to report any flaw or incident
  - 3.1.3.1. The User must use and care for the vehicles, as well as their accessories, with due

diligence as if they were their own, and as a good vehicle owner.

- 3.1.3.2. The User accepts a general obligation to care for the vehicles, and upon finalization of the Service they must leave the vehicle they used in the same condition as they found it, with the exclusion of the consequences of normal use, particularly in the reduction of the battery level and normal wear and tear on the tires.
- 3.1.3.3. Upon contracting the Service via the Application, and before starting any drive with the vehicle, the User should verify the condition of the vehicle and pledges to notify YEGO at the time, and in any case before starting their drive, of any visible flaw and/or incidence on the vehicle or its accessories (including if they are missing) in writing via the Customer Service Chat on the Application or by email to the YEGO Email Address. The flaws and incidences herein referred to include but are not limited to damage to the bodywork, tires, shell, malfunctioning lights, malfunctioning of the trunk, locks, or mobile phone holder, absence of any helmet(s) or other accessories, vehicle and/or accessories in a poor state of repair and/or cleanliness, etc. YEGO is not liable for the loss or damage of Users' personal belongings that may result from misuse, or the use of a broken accessory, such as the loss or breakage of a mobile phone placed in a mobile holder built into the Vehicle.
- 3.1.3.4. Users are strictly forbidden from using a vehicle that has incidences and/or visible flaws that could entail a risk to the User's safety, or using accessories with visible flaws, and they must particularly look for any flaw, absence and/or breakage that might be found on the mobile phone cases or holders made available according to the vehicle. Users shall be solely responsible for the consequences that may arise from their use of the vehicle and its accessories if they had visible flaws before starting the Service (including the absence of any of the helmets or other accessories).
- 3.1.3.5. If the User does not use the YEGO Application to notify YEGO of a given incidence and/or visible flaw on a vehicle and/or its accessories before starting the Service, they will be presumed not to have been there at the beginning of the Service and therefore any incidence and/or damage appearing on the vehicle at the end of the Service may be attributed to the User.
- 3.1.3.6. The User accepts a general obligation to notify YEGO of any incidence and/or flaw, prior to the start of the Service, as well as any incident that may occur during the provision of the Service (theft, accident, loss, breakage, abnormal noise from the vehicle, etc.). Unless otherwise provided specifically in these GCC to regulate a specific case, the obligation of information and notification must be fulfilled immediately before starting the ride, or upon its finalization with regard to incidents that occurred during the provision of the Service.
- 3.1.3.7. The flaw or incident may be reported via the Customer Service Chat on the Application or by email to the YEGO Email Address. This obligation accepted by the User is considered essential. For whatever reason, if the incident cannot be reported via the Customer Service Chat, the User pledges to send an email to YEGO using the YEGO

Email Address. In the event that it is the Customer Service Chat who contacts the User with regard to the detection of any incident and/or defect, the User must respond to the same within a maximum period of ten (10) days, the User being considered responsible for such damage or incident otherwise, and YEGO may issue the corresponding charge for the same.

3.1.3.8. If there are cases of force majeure which objectively prevent the User from fulfilling their notification obligation within the timeframes stipulated herein, the User must do so as soon as possible after the end of the case of force majeure that justifies this delay.

3.1.3.9. No charges from other roadside assistance companies shall be accepted except when YEGO has explicitly authorized it.

3.1.3.10. When they contract the Service, Users are advised to check whether the battery's autonomy at that time is sufficient to take the route that the User is planning to take without incidents, taking into account that with a low battery percentage the vehicle may have lower power and/or speed. The battery level of each vehicle is indicated in the YEGO Application, and YEGO accepts no responsibility for any damage that may be caused by a vehicle shut-down because of a lack of battery power during the provision of the Service.

3.1.3.11. Without prejudice to the provision related to accidents regulated in Section VI below, YEGO reserves the right to hold the User responsible for any damages caused to the vehicle and/or its accessories (including the absence thereof) that may be attributed to them by charging them the price of the damaged spare parts as well as the labour necessary for the corresponding repair as detailed on Annex II (*Table of damages and penalties*).

## **3.2. Parking**

### **3.2.1. Compliance with applicable parking regulations**

3.2.1.1. The User must comply with the local vehicle parking regulations applicable in each municipality. Without prejudice to the above obligation, YEGO may provide through the Application, social networks and/or other media, recommendations and information regarding the parking regulations of each of the cities, being the final responsibility of the User to comply with the regulations in force. Depending on the severity of the User's behaviour and non-compliance with the parking rules, YEGO will apply different financial penalties and may even exclude the User from the Service (*see. Annex II.- (Table of damages and penalties)*).

### **3.2.2. Respect for the Geographic Service Zones**

3.2.2.1. YEGO operates in specific zones within the area of the cities where it operates. The Geographic Service Zones do not match the cities' administrative boundaries, and

there may even be central areas which have intentionally been excluded from the Service Zone, or the opposite: less central areas which have intentionally been included in the Service Zone.

- 3.2.2.2. YEGO's delimitation of the Service Zones may reflect reasons related to opportunity, safety, fleet management, or even a legal imperative.
- 3.2.2.3. The User pledges to respect the Service Zones whose limits are shown on a map available at all times on the YEGO Application, and they should always park and finalize the Service within that Service Zone. Even though the vehicle may be turned off, the route and therefore the Service may not be finalized outside the Service Zone, and the User shall have to bear the price of the Service until the Service has been properly finalized via the YEGO Application.
- 3.2.2.4. Vehicles may indeed leave the Service Zone; however, the User must return and therefore complete the Trip within the Service Zone and shall pay for the Service until it has been properly completed, using the YEGO Application. Failure to comply with this obligation, in particular if the User leaves the Vehicle switched on or off, outside the Service Zone, shall entitle YEGO to apply the penalties set out in *Annex II (Table of damages and penalties)*.
- 3.2.2.5. Depending on the case, the User may switch off the Vehicle without completing the rental (single exit zone), or the User may neither switch off the Vehicle nor complete the rental (no-parking zone).
- 3.2.2.6. Any private space, including parking places, is explicitly excluded from the Service Zones. In any case, the Service Zones exclusively include the spaces in the public domain of that geographic area which other users and the YEGO team may freely access.
- 3.2.2.7. Under no circumstances shall the User abandon the vehicle they have used outside the Service Zone with the exception of cases of force majeure and after immediately notifying YEGO of the situation via the Customer Service Chat or by email to the YEGO Email Address.
- 3.2.2.8. YEGO reserves the right to either permanently or temporarily change the Service Zones, always with prior notification to Users, who may always check the Service Zone in force in the YEGO Application.
- 3.2.2.9. Failure to comply with the obligations included in this section shall give YEGO the right to apply the penalizations provided for in *Appendix II.- (Table of damages and penalties)*.

### 3.2.3. Fulfilment of the procedure to finalize the Service

- 3.2.3.1. *Main obligations:* At the end of each ride, that is, the finalization of the service

contracted by the User, the User pledges to:

- (i) leave the vehicle parked and/or secured (depending on the type of vehicle, motorbikes may not be tied down) in a location designated for this purpose;
- (ii) turn off the vehicle using the YEGO Application;
- (iii) take a photograph of the parked vehicle using the YEGO Application and following the instructions below; and
- (iv) place all the vehicle's accessories that the User may have used in the right place and/or position provided for that purpose, in accordance with the instructions and the User Guide available in the YEGO application, and properly closing all the compartments and trunk that the vehicle may have.

3.2.3.2. *Ban on abandonment:* Abandoning the vehicle without activating the reservation modality or without properly turning off and/or securing the vehicle using the YEGO Application entails a high risk that the vehicle may be stolen. If a technical problem prevents the User from turning off or securing the vehicle when they wish to, the User will have to immediately notify YEGO of the incident via the Customer Service Chat or by email to the YEGO Email Address, and they must never abandon the vehicle until they manage to turn it off, or until YEGO tells them otherwise in writing.

3.2.3.3. Users' respect for the obligations included in the sections 3.1.5.1 above and the following sections is considered essential, and therefore any failure to comply with them shall give YEGO the right to apply the penalizations provided for in *Appendix II.- (Table of damages and penalties)*.

3.2.3.4. *Photograph upon finalizing the Service:* As part of the procedure to finalize the Service, Users are required to take a photograph of the fully parked vehicle using the YEGO Application. The photograph should be taken following the instructions and examples included in *Appendix III.- (Guide to handling accident reports and photos of the end of the ride)*.

Taking the photograph correctly and ensuring its quality, where the vehicle as a whole appears along with its overall condition and parking location, is not only the User's responsibility, it is also in their interest to do it correctly.

In the event of a subsequent incident, such as damage to the vehicle or perhaps notification of a parking fine, depending on its quality, the photograph taken by the User upon finalizing the Service may provide proof of the existence and truthfulness of the facts that can objectively be seen in it.

The photograph should not be considered exhaustive proof of a situation which may have led to an incident, as a single photograph cannot reflect all the elements which may have played a role in producing this incident, depending on the case, but it will at least provide proof of what is visible in it.

3.2.3.5. Committed to promoting the compliance of its Users with the applicable Traffic and Road Safety regulations, YEGO has initiated a systematic checking process of the

Photographs upon finalizing the Service. As of today, this method is only applied in certain cities and YEGO reserves the right to extend or reduce the territory covered by this checking procedure at any time.

The aim of this initiative is to be able to detect and intervene in case of non-compliance with the parking rules by the User, in a preventive way, i.e. before any kind of penalty procedure or intervention by the authorities is initiated. YEGO's aim is to raise awareness and educate its Users on the subject, ensuring respect for the rules that protect coexistence in public spaces.

In this sense, in case YEGO detects one of these two situations (i) defective photograph in which the parking situation of the Vehicle cannot be verified, or (ii) parking situation of the Vehicle that does not comply with the applicable regulations, YEGO will inform the responsible User of the situation by email and/or message via the YEGO Application, reminding him/her of the applicable rules on the matter, as well as the risks of sanctions in case of non-compliance.

Each of these notifications shall be considered as a warning.

Together with the notice, YEGO reserves the right to require the offending User to answer a series of questions or quizzes on the applicable Traffic and Road Safety Regulations, and in particular on the parking rules. Any refusal of the User to participate or any repeated failure of the quiz may lead to a blocking of the User's account.

YEGO's operations teams will be in charge of moving the wrongly parked Vehicle, in accordance with their internal intervention processes. YEGO is not liable for any penalty that may be imposed by the authorities between the time of the notice and the time of the intervention of its operators, and the User may choose to move the wrongly parked Vehicle him/herself at any time. In case the User chooses to move the wrongly parked Vehicle before the intervention of YEGO's operators, the User will have to initiate a Trip for this purpose, and after the Trip, take a Photograph upon finalizing the Service of the correctly parked Vehicle.

In case of repeated offences by the same User, returning - after the first warning - to park a Vehicle incorrectly, or in case of not taking a Photograph upon finalizing the Service allowing YEGO to check the situation of the Vehicle at the end of the Service, YEGO reserves the right to apply the penalty foreseen for this purpose in *Annex II (Table of damages and penalties)*.

### **3.3. General responsibility scheme**

#### **3.3.1. Principle of Responsibility for damages attributable to the User**

- 3.3.1.1. The User shall take responsibility for any damages caused during the provision of the Service due to their use of the vehicle, as long as these damages can be attributed to

them and occurred through malice, error, or negligence, including any failure to comply with these GCC.

**3.3.1.2. No monetary limit or causes of exemption from this responsibility for damages shall be applicable except inasmuch as the damage is effectively covered by a specific insurance policy depending on the type of vehicle used and the territory, as outlined below.**

3.3.1.3. If any type of damage, regardless of whether it affects the vehicle, third parties, the public domain, or the User themselves occurs during the provision of the Service, the User pledges to notify YEGO of the damage as soon as it happens, or at least upon finalization of the Service, via the Customer Service Chat or by email to the YEGO Email Address, unless it is materially impossible due to causes of force majeure. In any case, the User pledges to make the notification stipulated herein as soon as possible upon the finalization of the cause of force majeure justifying the delay, and always within seven (7) calendar days.

3.3.1.4. The general principle of responsibility for damages, as well as the general obligation of immediate notification stipulated herein, are applicable regardless of the vehicle that the User used or the city where the Service was provided.

3.3.1.5. The damages that can be attributed to the User include but are not limited to breakage or loss of a vehicle accessory due to negligence, theft of a vehicle that was not turned off or secured in accordance with these GCC, imposition of a fine for failure to comply with parking regulations, or even, for example, any material damages to the vehicle in the case of an accident caused by the User's failure to obey circulation rules, including driving under the influence of alcohol or toxic drugs, narcotics, or psychotropic substances, or failure to comply with any other compulsory regulation.

3.3.1.6. The above notwithstanding, in the provisions of these GCC, specific rules and obligations are outlined in the event of certain damages, particularly in the case of fines (Section VII) or accidents (Section VI), and the insurance coverage included in the price of the Service is outlined.

**3.3.2. Nature, quantification and repercussion of damages**

3.3.2.1. The general principle of User responsibility in the event of damages is contained in Section 3.2.1. of these GCC and is applicable to all vehicles made available by YEGO at all times. The User shall be responsible for any damage they may have caused during the provision of the Service as long as it has occurred due to malice, error, or negligence; this includes the User's failure to comply with the obligations cited in these GCC or the compulsory rules of the road and parking rules.

3.3.2.2. The damages that can be attributed to the User may affect in particular YEGO and its vehicle, third parties, and/or the public domain.

- 3.3.2.3. No monetary limit shall be applicable to the User's responsibility, except for damages which are effectively covered by an insurance policy whose terms are specified in the sections below according to the vehicles and the territory.
- 3.3.2.4. With regard to YEGO vehicles, the damages that can be attributed to the User and are therefore their responsibility include in particular repair and spare parts costs for the damaged vehicle, a breakdown of the retail prices (excluding VAT) of the main spare parts of the Motorcycles being included in *Annex II (Table of damages and penalties)* for information purposes. This breakdown is indicative and not exhaustive and does not include the price of labour to repair the vehicle, which will also be charged to the User.
- 3.3.2.5. In this sense, in the event that the damage to the vehicle (including its accessories) was caused in an accident which did or did not involve third persons or is the result of simple loss or theft, as long as it can be attributed to the User, such User shall have to pay the damage compensation according to the damage actually incurred by YEGO, including the purchase of spare parts and the labour necessary for the repair of the vehicle, which shall be subject to a detailed invoice issued by YEGO.
- 3.3.2.6. In case of fire causing total destruction or the theft of the vehicle in which User malice, error, or negligence is involved, including failure to comply with the obligations contained in these GCC, and with special observance if the User did not effectively turn off the vehicle engine or did not properly secure the vehicle after the finalization of the Service or after parking the vehicle, the User must pay YEGO for the cost of that vehicle mentioned in *Annex II.- (Table of damages and penalties)*.
- 3.3.2.7. Beyond the damages to the vehicle which may be quantified by YEGO in these GCC, the damages that can be attributed to the User which affect YEGO, a third party, and/or the public domain must be quantified after the damage has been caused, as appropriate in law.
- 3.3.2.8. If damage is found that can be attributed to the User, YEGO shall notify the user of the pertinent information via email or the Customer Service Chat of the Application, namely: the time when the damage was caused or found, the nature of the damage and the fact that it is attributable to the user, the vehicle affected and/or used, and the quantification of the damage applying the provisions in these GCC. If applicable, this notification shall contain the YEGO invoice corresponding to the repair of the damage caused to the vehicle.
- 3.3.2.9. The User explicitly authorizes YEGO to use the same method of payment they have designated to pay the price of the Service for any repercussions of damages in accordance with these GCC. This payment shall be considered legitimate once the User has previously been notified of it under the terms of Section 3.2.3.8 above.
- 3.3.2.10. If the damages to the vehicle were caused as the result of a malice, error or negligence by the driver of the other vehicle, YEGO may temporarily apply the aforementioned

penalizations to the User. If the insurance policy of the driver of the vehicle who caused the damage agrees to pay for the repairs of all the damages caused, YEGO shall reimburse the User the amount applied as a temporary penalization as quickly as possible. Conversely, if that insurance policy fails to cover the repairs of all the damages caused, YEGO shall reimburse the User the difference from applying the penalizations corresponding to the repairs that were not covered by the third party's insurance policy.


### 3.3.3. Principle of Responsibility for damages attributable to YEGO

- 3.3.3.1. With the exception of cases of severe malice, error, or negligence by YEGO, under no circumstances shall it be responsible for the direct or indirect damages of any kind that the User or a third party may experience when using the Service if they are not directly attributable to YEGO.
- 3.3.3.2. Likewise, YEGO accepts no responsibility to the User for changes in procedures, timetables, and supply conditions of the Service due to suspension, interruption, or lack of availability caused by the vehicles, technological equipment, IT systems, and/or any other cause attributable to both YEGO suppliers and third parties in general.
- 3.3.3.3. YEGO shall also be held exempt from responsibility for total or partial failure to fulfil obligations due to force majeure, including but not limited to: actions by the public administration, actions by authorities, legal restrictions, fires, floods, explosions, demonstrations, disturbances, strikes, labor conflicts, lack of raw materials, energy failures, interruption of communications, or others.
- 3.3.3.4. In any event, the User explicitly releases YEGO from any responsibility for damages of any kind suffered by the User or by third parties in relation to the execution of the Service which are not motivated by malice, error, or severe negligence on the part of YEGO. Specifically, and consistent with the User's obligation under clause 3.1.3.3. regarding his/her obligation to check the condition and functioning of the vehicle and its accessories before starting any Trip, YEGO shall not be liable for the loss or damage of Users' personal effects, including mobile phones that have been misplaced or placed in a broken integrated holder of the vehicle.
- 3.3.3.5. Under no circumstances shall YEGO's responsibility exceed the total amount paid for the provision of the Services via the Application. If the applicable laws do not allow for the exclusion of responsibility for indirect or fortuitous damages, YEGO's responsibility shall be limited to the minimum extent of guarantees and responsibilities allowed by law.

## 3.4. **The Motorcycle**

### 3.4.1. Description of the Motorcycle and its accessories

Indicative Photo	General Description
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	<p>Motorcycle approved for use in the EU.  Power: 3,000 Watt (4.1 hp)  Maximum speed: 50 km/h  Rechargeable lithium battery included  Approximate size: 1080 x 775 x 1885 mm  Capacity: 2 people.</p>
<b>Accessories</b>	
<ul style="list-style-type: none"> <li>(i) Two helmets approved for use in the EU;</li> <li>(ii) One top case with space for two helmets;</li> <li>(iii) Hygienic helmet protector;</li> <li>(iv) An integrated bag hook;</li> <li>(v) Leg cover blanket depending on the city and on the vehicle;</li> <li>(vi) Homologated gloves depending on the city and on the vehicle; and</li> <li>(vii) A mobile phone holder.</li> </ul> <p>A built-in USB charger is included in some vehicles of the YEGO fleet according to the vehicle manufacturer.</p> <p>In the city of Paris, YEGO is also starting a development project with the intention of additionally providing users with the mandatory safety accessories, namely (i) two (2) pairs of approved gloves and (ii) one (1) reflective waistcoat. The accessories will be made available in a progressive manner, whereby YEGO does not assume the commitment that each vehicle of the fleet will always have those accessories available, the User will be in any case obliged to comply with the locally applicable regulations regarding the use of safety accessories.</p>	

#### 3.4.2. Mandatory driver's license

3.4.2.1. Motorcycles owned by YEGO may only be used by holders of a valid driver's license for driving vehicles in the territory where the Service is provided. Adults who do not hold a valid driver's license may only have access to the vehicles in the fleet which do not require a license to use according to the laws in force.

3.4.2.2. A valid driver's license for driving shall only mean the following driver's licenses:

- (i) Those issued in accordance with the laws in force in the country where the Service is provided;
- (ii) Those issued by European Union and European Economic Area member states;
- (iii) The following driver's licenses shall also be valid for driving: (-) National driver's licenses from other countries that are issued in accordance with Annex 6 of the Vienna Convention; National driver's licenses from other countries that are written in the official language of the country where the Service is provided, or are accompanied by an official translation; (-) International driver's licenses issued abroad in accordance with Annex 6 of the Geneva Convention or in

accordance with the model in Annex E of the International Paris Convention, if the nations have adhered to this Convention without signing or adhering to the Geneva Convention; and (-) Those issued by other countries, or international licenses that are recognized as valid for driving in the country where the Service is provided.

- 3.4.2.3. The validity of the different licenses listed above is conditioned upon their being valid, their holder being the age required to hold a driver's license according to local legislation, and the holders of the licenses not having become residents in the receiving country more than six (6) months ago. After this period, these licenses shall lack validity and the holder must obtain a local driver's license.
- 3.4.2.4. Users who have registered in the Service are obligated to immediately notify YEGO of any situation in which their driver's license is suspended or revoked, as well as its expiration when it occurs, by sending this information to the YEGO Email Address.
- 3.4.2.5. Once the User's driver's license has expired or been suspended or temporarily revoked, they pledge not to use vehicles from the YEGO fleet that require a driver's license to operate them.
- 3.4.2.6. YEGO actively promotes safety in public spaces and reserves the right to refuse validation or to partially block the use of accounts of Users who do not hold a driving licence, even if they are legally authorised to drive in the territory where the Service is provided (for example, a situation that may occur on the territory of France). For illustrative purposes, in France YEGO does not allow drivers who were born before 1988 and who do not have any driving licence to access the Motorcycle rental service in France. Notwithstanding the above, if they have attended at least one driving course offered by YEGO according to Section 3.4.2.7 and present proof of completion, YEGO may allow their registration and validation as User
- 3.4.2.7. Depending on the territory, YEGO offers initiation classes for the use of its Vehicles through collaboration agreements with driving schools. The availability of these introductory classes may be consulted at any time through the YEGO Application and/or Website and will be subject to the particular terms and conditions of each one, which may vary depending on the territory.

### 3.4.3. Minor passengers on Motorcycles

- 3.4.3.1. Users shall be responsible for the proper safety and protection of passengers who accompany them on their drive, and always in compliance with the regulations applicable in the territory where the Service is provided.
- 3.4.3.2. Therefore, in Spain, the Users may drive passengers under the age of twelve (12) as long as they use approved gloves and helmets (in this case, the helmet must be chosen in accordance with the minor's size), they straddle the motorcycle with their feet on the side footrests, and they use the seat behind the driver. On an exceptional basis,

the User may in Spain drive passengers under the age of seven (7) as long as the motorcycle is driven by their parent, guardian, or any adult authorized by them, always wearing approved gloves and helmet (in this case, the helmet must be chosen in accordance with the minor's size) and as long as that the child is seated in a seat equipped with a suitable child restraint and footrests.

3.4.3.3. In France, in all two-wheeled vehicles, the use of a child seat designed for this purpose and fitted with a restraint system is compulsory for children under five (5) years of age. The driver must ensure that children's feet cannot be dragged between the fixed and moving parts of the vehicle. The passenger seat must be equipped with a tether strap or at least one handle and two footrests.

3.4.3.4. The User must drive the vehicle diligently and in an orderly fashion, avoiding sudden movements and as close as possible to the right edge of the road, and they should always ensure the child's safety while driving. YEGO shall not provide any helmets specifically adapted to minors or gloves, and the User must have the minor wear their own accessories in this case.

#### 3.4.4. Insurance associated with the use of the Motorcycles

##### 3.4.4.1. **The terms of the insurance for Motorcycles in Spain**

Notwithstanding the provisions of Section 3.2. above, the Service rates include an insurance policy in the case of Motorcycles, and YEGO shall not ask the User to pay for any damage that is effectively covered by that policy.

The effective coverage of the damage by the insurance company is the only limit that exists on the responsibility for damages attributable to the User which is applicable based on these GCC.

This policy includes a policy with coverage of damages to third parties of up to fifty million euros (€50,000,000.00) for Voluntary Civil Liability, and up to seventy million euros (70,000,000.00.-€) per claim in the case of personal injury, and up to fifteen million euros (15,000,000.00.-€) in respect of damage to property, animals or things for Compulsory Civil Liability in accordance with Spanish regulations.

**The damages that affect the vehicle itself, regardless of their nature or scope, and the damages that the User/driver may suffer to themselves as a consequence of using the Service, are not covered by the insurance policy with the exception of the provisions cited in the next Section.**

The insurance includes coverage for personal damage to the driver solely for medical-pharmaceutical care for at most three hundred sixty-five (365) days after the date of the damage being limited to nine hundred euros (€900.00) generally and to three thousand euros (€3,000.00) due to death or disability because of the accident for the drivers of the vehicle.

The following are not covered by this policy nor by YEGO:

- (i) Damages due to intentional acts or acts made in poor faith by the User or a person for whom they are accountable, or those stemming from a violation or deliberate failure to comply with the legal rules;
- (ii) Damages whose occurrence was highly foreseeable and inexcusable because of:
  - The omission, violation, or deliberate failure to comply with the legal rules, norms, or guidelines of caution and safety inherent to the insured activity by virtue of which anyone familiar with it knows that the damage will inevitably result; or
  - Any type of fine, charge, or sanction imposed by the Courts and other Authorities, and the consequences of failure to pay them.
- (iii) Any accident, incident, or damage in general caused under the influence of alcohol or toxic drugs, narcotics, or psychotropic substances, as driving under the influence is strictly prohibited and may even lead to criminal and/or administrative liability for the User.
- (iv) The accessories that accompany YEGO Motorcycles, which are available for the Service and are listed in Section 3.3.1 above and are the User's responsibility.
- (v) Damages, theft, robbery or breakage of any personal objects which the User left either inside or outside the vehicle, nor any tire punctures or blowouts that occur for any reason.

#### **3.4.4.2. The terms of the insurance for Motorcycles in France**

For the duration of the Motorcycle rental, the User is covered by YEGO's insurance, including third party liability and driver's warranties, the cost of which is included in the cost of the Motorcycle rental.

YEGO will not pass on to the User any damage that is actually covered, subject to the provisions of present Section.

The following guarantees and benefits are offered by ALLIANZ IARD, company in accordance with the *Code des Assurances – Société Anonyme au capital de 991.967.200 € – and registered office in 1 cours Michelet - CS 30051 - 92076 Paris La Défense Cedex - 542 110 291 RCS Nanterre*, subject to the *Autorité de Contrôle Prudentiel et de Résolution – 4, Place de Budapest -CS 92459- 75436 Paris cedex 09* (hereinafter, "Insurance Company").

#### **Civil liability insurance in France**

When renting a Motorcycle, the User is covered by a compulsory civil liability insurance in accordance with articles L.211-1 to L.211-8 of the French Insurance Code, the cost of which is included in the rental price.

This insurance covers bodily injury or property damage caused to others, including family members, by accident, fire or explosion involving the Motorcycle and its accessories on or off the road, where such damage is the responsibility of the User, passengers or any person having custody or control of the Motorcycle, even if not authorised.

The civil liability insurance covers bodily injury caused to third parties by the User, without any limit on the amount, as well as property damage up to one hundred million euros (€100,000,000), including one and a half million euros (€1,500,000) for property damage resulting from accidental environmental damage or ecological losses.

In the event of an at-fault claim, an excess/franchise of one thousand euros (€1,000) will be applied, if the driver is not the User who rent the Motorcycle.

The guarantee of the insurance is subject to the condition that the User, at the time of the loss, fulfils the above-mentioned conditions to drive the Motorcycle provided by YEGO.

The following cases are excluded from the guarantee:

- (i) Damage occurring in the course of events, races or competitions (or their trials) subject to authorization by the Public Authorities, in accordance with current regulations;
- (ii) Damage caused or aggravated by the transport of flammable, explosive, corrosive or oxidizing materials with the Motorcycle;
- (iii) Damage caused by the Motorcycle when carrying ionizing radiation sources intended for use outside a nuclear facility, where such sources would have caused or aggravated the loss;
- (iv) Damage to the Motorcycle owner due to theft, breach of trust or driving without YEGO's permission;
- (v) Damage to clothing, objects and goods carried by the User on or upon the Motorcycle, including mobile phones;
- (vi) Damage to or theft of personal items belonging to the User or entrusted to them, except for fire or explosion damage to the building in which the vehicle is parked;
- (vii) Damage suffered by garages, brokers, sellers and repairers of motor vehicles, persons carrying out checks on the correct functioning of the vehicle, as well as their employees when repairing, towing, repairing, checking or selling the Motorcycle;
- (viii) Payment of fines and any criminal penalties.
- (ix) Deliberate damage to the rented vehicle by the User

- (x) Uses prohibited by Section 3.1.1 of these GTCs.

### **Individual Driver's Insurance**

#### Purpose of the guarantee

The user, as the driver of the Motorcycle, has individual driver's insurance. The cost of this cover is included in the rental price. It covers personal injury to the driver resulting from a traffic accident with a YEGO Motorcycle. This cover applies while the YEGO motorcycle is being driven and while the User, as such, is getting on or off the vehicle. The purpose of this cover is to compensate the User for personal injury.

#### Scope of the guarantee

In the event of a traffic accident, whether or not the User is responsible, fire, explosion or natural phenomenon, in which the Motorcycle is involved, the victim (driver or passenger of the Motorcycle) or their dependents in the event of death, will be compensated for all damages resulting from the bodily injury suffered.

The compensation is calculated according to the rules of French law, i.e. according to the rules usually applied by the French courts in matters of compensation for victims of traffic accidents, regardless of the place of the accident, up to a limit of two hundred and fifty thousand euros (€250,000).

The compensation is understood to be after deduction of benefits of a compensatory nature paid or due by the social security bodies, the employer, the *Fonds de Garantie des Assurances Obligatoires* (compulsory insurance guarantee fund) or any other third party payers referred to in Article 29 of the law of 5 July 1985.

In the event of death, this cover applies to compensation for the loss suffered by the victim's dependants, calculated in accordance with the rules of French law, and up to a limit of two hundred and fifty thousand euros (€250,000).

A deductible of 15% is applied to the only item of loss "Permanent loss of physical and mental integrity", the other items of loss are therefore compensated without deductible. No compensation will be paid for the loss item "Permanent loss of physical and mental integrity" if the rate determined is less than or equal to 15%.

### **Warranty exclusions**

The following are excluded from the guarantee:

- (i) Damage occurring in the course of sports events, races or competitions (or their trials) subject to authorization by the Public Authorities;
- (ii) Damage caused by the Motorcycle when carrying ionizing radiation sources intended for use outside a nuclear facility, where such sources would have caused or aggravated the loss;

- (iii) Damage caused or aggravated by the transport of flammable, explosive, corrosive or oxidizing materials with the Motorcycle;
  - (iv) Accidents, claims or damage in general which occur while under the influence of alcohol, drugs or narcotics not prescribed by a competent medical authority, which may be punishable by law; or in the event of refusal to submit to checks intended to establish proof of these conditions, unless it can be shown that the accident was not related to this condition;
  - (v) Aggravation of permanent physical and psychological damage due to negligence on the part of the User in their medical treatment;
  - (vi) Damage that occurs when, at the time of the claim, the User is underage or does not have a valid driving license (neither suspended nor expired).
- In case of an accident, the User shall send the Accident Report to YEGO, within a maximum of forty-eight (48) hours, except in case of force majeure, from the date of the accident, as stated in Section 5.1.1 of these GTCs.

The insurance does not cover:

- Damage to accessories (helmet, trunk etc.);
- Damage to and theft of personal belongings (including mobile phones);
- Punctured tyres in all cases;
- Damage resulting from driving the vehicle in conditions contrary to the rules of the road and road safety, as well as damage resulting from driving the vehicle by a third party other than the User.
- Insured property and/or activities when the insurer is prohibited from providing an insurance contract or service as a result of any sanction, restriction or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or by any other applicable national law.
- The insured goods and/or activities when they are subject to any sanction, restriction, total or partial embargo or prohibition provided for by conventions, laws or regulations, including those decided by the United Nations Security Council, the Council of the European Union, or by any other applicable national law.
- Damage or aggravation of damage, loss or claims resulting from: (i) civil or foreign war; (ii) international or non-international armed conflict as defined in the Geneva Conventions and in the judgements and decisions of the International Tribunals; (iii) invasion; or (iv) the explosion of munitions of war.

#### **3.4.4.3. Obligations in the event of loss and/or accident**

In the same way as for the detection of damage and/or incidents, in the event of a claim or accident, the User must immediately contact Customer Services.


In case of failure to do so, if the delay has caused damage to YEGO and/or the Insurer, the User shall lose his/her right to compensation, unless the delay is the result of an act of God or force majeure.

The User shall provide Customer Services with the information and data requested for the purpose of providing coverage for the accident, which may be sent to the Insurer for the purpose of contacting the User and/or activating the insurance guarantee.


The User shall lose the benefit of the insurance guarantees, for all consequences arising from the claim, if he/she intentionally makes false declarations regarding the date, nature, causes, circumstances or consequences of the claim, as well as if the amount or seriousness of the damage is intentionally exaggerated or if inaccurate documents are used.

### 3.5. The Bicycle and the Scooter

#### 3.5.1. Description of the Bicycle and its accessories

Indicative Photo	General Description
	Bicycle approved for use in the EU. Power: 500 Watt Maximum speed: 25km/h Rechargeable lithium battery included Capacity: 1 person.
Accessories	
(i) Mobile phone holder; (ii) Built-in lock chain or cable.	

#### 3.5.2. Description of the Scooter and its accessories

Indicative Photo	General Description
	Scooter approved for use in certain EU territories. Power: 500 Watt Maximum speed: 25 Km/h Rechargeable lithium battery included Capacity: 1 person.
Accessories	
(i) Mobile phone holder; (ii) Built-in anchorage chain or cable.	

#### 3.5.3. Anchorage obligation

- 3.5.3.1. Both the Bicycles and the Scooters feature a built-in anchorage system which is activated and deactivated by means of the YEGO Application, by operating an unlock button located on the side of each vehicle in parallel.
- 3.5.3.2. The User assumes the obligation to secure the vehicle at any time when they are not travelling with it, checking that the anchorage system is locked correctly, without leaving the vehicle unattended and unsecured at any time.
- 3.5.3.3. The Bicycles and Scooters must be anchored to the urban furniture enabled exclusively for this purpose, namely the upside-down U-shaped installations available in the public domain. Securing the vehicle to other types of urban elements not intended for this purpose (e.g. trees, benches, bus stops, etc.) is prohibited.
- 3.5.3.4. Any breach of this obligation by the User will give YEGO the right to apply the penalty provided for in *Annex II. (Table of damages and penalties)*.
- 3.5.3.5. Additionally, and if the competent authorities in a given Service Area so require, YEGO reserves the right to charge the User a deposit of fifty euros (€50) to ensure compliance with the anchorage obligation. This will be returned to the User within twenty-four hours (24 h) of the end of the Service, except in case of failure to comply with the obligation.
- 3.5.4. Prohibition of carrying passengers and recommended helmet use
  - 3.5.4.1. YEGO Bicycles and Scooters have a capacity of one (1) single person. The User may not in any case use the vehicle to transport any passengers, regardless of their age or whether or not such a passenger is a YEGO User.
  - 3.5.4.2. These YEGO vehicles do not include a helmet, but the User is recommended to use their own helmet for their own safety, whether or not this use is ordered by the rules that apply in the Service Area.
- 3.5.5. Insurance associated with use of the Bicycles and Scooters
  - 3.5.5.1. Insurance associated with use of the Bicycles and Scooters in Spain

Without prejudice to the provisions of Section 3.2. above, the Service charges include an insurance policy in case of the Bicycles and Scooters, and YEGO will not pass any cost for damage effectively covered by that policy on to the User.

Effective coverage of damage by the insurance company is the only limit that exists to the liability for damages attributable to the User applicable on the basis of these General Contracting Conditions (GCCs).

The Service charges include insurance with third party civil liability coverage for

operating damages of up to one million two hundred thousand euros (€1,200,000.00) per incident per year, with a limit of six hundred thousand euros (€600,000.00) per victim.

**Damage affecting the vehicle itself, regardless of its nature or scope, and the personal harm and prejudice that the User rider may suffer as a result of using the Service are not covered by the insurance taken out.**

However, the following are not covered by this insurance: (i) damage due to intentional or bad faith acts by the User or the person for whom they are responsible, or arising from wilful breach or disregard of the legal standards; (ii) damage where occurrence was highly predictable and inexcusable due to: wilful omission, infringement or breach of the legal standards, rules or guidelines for prudence and safety for the insured activity itself, by reason of which any person familiar with the activity would know that damage will result inevitably; or any type of fine, surcharge or sanction imposed by the Courts and other Authorities, and the consequences of their non-payment.

Accidents or losses or damage in general which occur under the influence of alcoholic beverages or toxic or narcotic drugs or psychotropic substances will not be covered by the insurance.

**All claims in which the User is determined to be liable will have an excess of three hundred euros (€300.00), which will be assumed by the User, i.e. without prejudice to the other limitations anticipated here, the insurance will cover such damages, excluding the excess amount defined here.**

If, in case of a notified incident where the claimant has been compensated, it is determined that the person responsible for it is the User, the insurer will reserve the right of recourse against the User and may initiate the actions to recover the costs in their entirety from the person who caused it.

The accessories available on each YEGO fleet vehicle available for the Service are not covered by the insurance and the User is responsible for these.

The insurance will not cover damage, robbery or theft of personal objects left by Users outside or inside the vehicle, nor will it cover tire punctures in any event.

#### **IV. PRICING**

##### **4.1. The free nature of registration**

- 4.1.1.1. Registration and creation of the User's account is free of charge, as is account maintenance. That means that unless the User contracts the Service, by reserving and/or using YEGO vehicles, the User will not be charged any kind of fee for provision of Services.

- 4.1.1.2. YEGO also offers a free preparation time to allow the User to prepare for the start of the Trip and, in particular, to allow him/her the necessary time to properly equip him/herself. The free preparation time will be automatically adapted according to the User's age and will therefore increase from 20 to 45 seconds for any User over 55 years old. If the user does not wish to be subject to this automatic age-based decision, he/she can contact YEGO to request the application of the default 20 seconds preparation time function, in accordance with YEGO's Privacy Policy.

#### **4.2. Price per minute**

- 4.2.1.1. Without prejudice to the other pricing formulas detailed below, the price of YEGO's Service is set by default as a fixed price per minute, based on the effective time of use of the Vehicle by the User.
- 4.2.1.2. The fixed prices applicable are detailed in *Annex I. (Prices by city and vehicle)*, which vary depending on the type of use, the vehicle used, and the city in which the Service is provided.
- 4.2.1.3. At the end of each trip, the YEGO Application automatically calculates the vehicle usage time, applying the applicable rates based on the usage types to calculate the total price for the Service.
- 4.2.1.4. The minutes are indivisible and the fixed price for the entire minute will apply, even if the User has only used seconds of the last minute, with the total number of minutes of duration for each period of use rounded up.
- 4.2.1.5. In order to stimulate its Users to make short trips on foot, YEGO has implemented in some cities of operation, as detailed in *Annex I. (Prices by city and vehicle)*, a flat fare for any Trip lasting less than 5 minutes, i.e. a Trip of a distance considered similar to the one covered in 15 minutes on foot. In this case, the fixed price per minute calculated on the basis of the actual time the User uses the vehicle will only apply from the sixth (6<sup>th</sup>) minute of the Trip (incl.) onwards.
- 4.2.1.6. Three different types of vehicle usage are differentiated which are charged at a price other than by the minute: Reservation, Pause and Trip, as defined in the following Sections.

#### **4.2.2. Reservation**

- 4.2.2.1. The vehicle reservation time before starting the trip, and up to a maximum of fifteen (15) minutes is free of charge. After this time has passed without the User having started their trip, the vehicle reservation will be automatically cancelled and the vehicle will appear in the Application again as available for use by other Users.
- 4.2.2.2. If the User so wishes, they may extend the fifteen (15) minute reservation period, up

to a maximum of two (2) hours, with a specific charge per minute applying from minute 16 (included) of the reservation in this case, as specified in *Annex I. (Prices by city and vehicle)*.

#### 4.2.3. Trip

- 4.2.3.1. The trip is considered to start when the user presses the “Start” button on the YEGO Application.

Unless the User has a Plan or Pack or has credits available in their account virtual wallet, as anticipated in Section 4.3., the fixed price per minute stated in *Annex I. (Prices by city and vehicle)* will apply.

#### 4.2.4. Pause

- 4.2.4.1. A pause corresponds to the period during which the User decides to suspend their current trip for a certain time. The pause must be started by means of the Application, using the key intended for the purpose. During the pause time, the fixed price per minute specified for that purpose in *Annex I. (Prices by city and vehicle)* will apply.

### 4.3. **Packs and Plans**

#### 4.3.1. Packs

- 4.3.1.1. The User may purchase any of the Packs of credits available at any time by means of the YEGO Application.
- 4.3.1.2. Packs are a fund of credits expressed in euros that, when the purchase is complete, appear in the User’s account virtual wallet in the YEGO Application and will entitle them to a Service with the equivalent value in euros, applying the price of the Service per minute applicable at each time as the conversion reference, as provided for in Section 4.2. above.
- 4.3.1.3. Credits purchased by means of a Pack may be used by the User on one or more occasions, with no time limit and until they have been fully used up, to contract any Services available in the YEGO Application at the time of use of each credit.
- 4.3.1.4. Conversion and redemption will always be performed by applying the per minute Service prices applicable at the time the credits are used, and for the contracting of Services effectively available at that time in the YEGO Application.
- 4.3.1.5. The effective purchase price of a Pack, compared to the value in euros of the credits it contains, represents a discount for the User with respect to the per minute prices applicable when the Pack is purchased.

- 4.3.1.6. YEGO reserves the right to change the types of Packs available for purchase through

the Application at any time, which may also vary from one city to another, without such changes affecting the Packs already contracted and in force. Before confirming their purchase, the User will have access to the relevant information on the type of Pack for sale, namely, in particular its price including VAT, as well as the value in euros of the credits associated with the Pack. To simplify understanding of the Pack system for the User, without prejudice to the operation detailed in these provisions, YEGO mentions the discount that this mode of purchasing credits implies in the description of each Pack by mentioning “free” credits included in the Pack. This reference to “free” credits, expressed in euros, derives from a price comparison made at the time of purchase between (i) the credits included in the Pack and the value of the Service to which they provide access and (ii) the price that would be paid for this same Service at the per minute prices in force at that time.

4.3.1.7. Payment of the price of a Pack will be made in full at the time of purchase by the User, using the means of payment provided for in Section 5.1. below. When the purchase is complete, the User will automatically receive a purchase receipt by e-mail, summarising the characteristics of the Pack purchased and its price, with these GCCs being applicable to this in a subsidiary manner.

4.3.1.8. The billing conditions for the Packs will be as anticipated in Section 5.3. below, unless the User has not given his/her express consent to receive paperless electronic invoices during the registration process..

4.3.1.9. **Right of withdrawal:** For a period of fourteen (14) calendar days from the date of purchase, and as long as all or part of the credits included in the Pack have not been used to pay for Services already provided, the User may, in the exercise of their legal right of withdrawal inform YEGO of their decision to withdraw by sending, before the expiration of the above-mentioned period, any other unambiguous statement expressing their wish to withdraw to the YEGO Email address or via Customer Service Chat, in order to obtain a refund of the amount paid.

In this case, the credits in the Pack appearing in the User’s account will be eliminated and YEGO undertakes to make the corresponding refund of the price as soon as possible, and in any case within a maximum period of fourteen (14) days from the User’s request. Exercise of the legal right of withdrawal will be completely free of charge.

4.3.1.10. No refund will be made after fourteen (14) calendar days after the date of purchase, or in any case after all or part of Pack credits have been used to contract Services already provided. The User declares that they understand that they may not exercise their right of withdrawal when they start the provision of Services with use of the credits included in the Pack purchased.

4.3.1.11. Without prejudice to the right to suspend and/or delete the User's account, YEGO reserves in any case the right to limit and prevent, either temporarily or permanently, the contracting of Packs by a given User.

#### 4.3.2. Plans

4.3.2.1. The User may, by using the YEGO Application, contract any of the plans available at any time.

4.3.2.2. Plans are Service formulas that give the User the right, from the time of contracting the corresponding Plan, to use one or more type(s) of vehicle(s) of the fleet YEGO operates for a certain amount of time in consecutive periods determined in hours or days, and this during the term of the Plan.

4.3.2.3. According to the specifications for each Plan, the User will have the right to use any vehicle of one or various category(ies) that is available at any time in the YEGO Application, and this until the limit of minutes set out in the Particular Conditions of each Plan available in the YEGO Application.

4.3.2.4. The User may choose to use one or more vehicles, once or repeatedly, as long as the maximum daily duration of the Plan is not exceeded, and using the agreed vehicle type(s).

4.3.2.5. Even if the maximum duration of the Plan has not been reached on a given period, the User will not be entitled to exceed that limit on the following reference. The minutes included in the Plan must be used on the corresponding reference period. They are not cumulative and cannot be transferred from one reference period to another.

4.3.2.6. If the User exceeds the reference period time limit included in the contracted Plan, the additional time will involve the provision of a Service excluded from the Plan, and the general conditions provided for in these GCCs will apply to the Plan, in particular the price per minute specified in 4.2. above, to the entire trip during which the limit was exceeded (charged from the 1st minute).

4.3.2.7. YEGO reserves the right to change the types of plans available through the Application at any time, which may also vary from city to city, without such changes affecting Plans already contracted and in force. The Plans are personal and may not be ceded, transferred or subcontracted to any third party who is not the User who contracted them.

4.3.2.8. The contracting of a Plan by the User involves an obligation of continuity during the term of the Plan. In case of a breach of this obligation, and early cancellation of the contractual relationship during the term of a Plan, YEGO will proceed to apply a penalty proportional to the unfulfilled period of continuity by not refunding any amount paid by the User on the basis of the contracted Plan.

4.3.2.9. Before confirming their acceptance and contracting a given Plan, the User will have access to the relevant information on the type of Plan they are contracting, in

particular: (i) the total price, including VAT; (ii) the usage limit in minutes as determined in the Plan (i.e. 24h minute limit, minute limit for the entire duration of the Plan, etc.); (iii) the period of Plan validity; (iv) the type of vehicle included; as well as (v) the continuity period and consequences of non-compliance. The provisions of these GCCs will apply to whatever is not regulated in the description and Particular Terms and Conditions of each Plan available in the YEGO Application.

Payment of the price of a Plan will be made in full at the time it is contracted by the User, using the means of payment anticipated in Section 5.1. below.

4.3.2.10. When contracting is completed, the User will automatically receive an e-mail summarising the contractual terms applicable to the contracted Plan and its price, with these GCCs being applicable to this in a subsidiary manner.

4.3.2.11. The billing conditions for the Plans will be as anticipated in Section 5.3. below, unless the User has not given his/her express consent to receive paperless electronic invoices during the registration process.

4.3.2.12. Without prejudice to the right to suspend and/or delete the User's account, YEGO reserves in any case the right to limit and prevent, either temporarily or permanently, the contracting of Packs by a given User

#### **4.4. Solidarity Fares**

4.4.1.1. Depending on the city in which it operates, YEGO may offer discounted prices exclusively for certain groups, including senior citizens, scholarship students and certain vulnerable groups. Information on these fares is available via the YEGO Application at the Help Desk. To benefit from these discounts, the User must send a request by email to: [TarificationsSolidaires@rideyego.com](mailto:TarificationsSolidaires@rideyego.com).

4.4.1.2. These fees are not available in all cities of operation and are subject to specific conditions. The User must provide all supporting documents proving his or her status as a beneficiary at the time of application and, where applicable, on a regular basis.

#### **4.5. Offers, promotions and programmes**

##### **4.5.1. Special offers, promotions and gifts**

4.5.1.1. YEGO reserves the right to offer its Users Services free of charge by awarding credits expressed in euros, which will appear in the User's account virtual wallet in the YEGO Application. These will entitle the User to a free Service of an equivalent euro value, applying the price of the Service per minute applicable at each time as the conversion reference, as provided for in Section 4.2. above.

4.5.1.2. The credits granted by YEGO in this way, once included in the User's account virtual wallet, may be used by the User on one or more occasions (with or without time limit and until they are used up, as the case may be) to contract any Services available in

the YEGO Application at the time the credit is used. Conversion will always be performed by applying the per minute Service prices applicable at the time of the use of the credits, and for the contracting of Services effectively available at that time in the Application.

- 4.5.1.3. The conditions applicable to obtaining and effectively loading these credits into the User's account virtual wallet will vary depending on the origin of the credits.
- 4.5.1.4. Excluding the provisions for the case of Packs and the YMC loyalty programme covered respectively in Sections 4.3.1. and 4.3.2. of these GCCs, the credits defined here may have the following cases as their origin:
  - (i) Promotional campaigns: Within the framework of a given promotion campaign, credits granted by YEGO will be provided by means of coupons.

A coupon is a promotional code provided in electronic or paper form and which can be redeemed in the YEGO Application, under certain conditions, automatically leading to the appearance of the credits associated with the coupon in the User's account virtual wallet.

The promotional campaigns YEGO conducts, which may result in the issuing of coupons, may be published on-line or off-line by YEGO and in collaboration or not with any third parties. The informational media published and accessible by the User within the framework of these promotional campaigns will specify the conditions applicable to them, with these GCCs applicable in a subsidiary manner in any case.

In general, coupons have a reference city, and/or depending on the case may be (-) individual, not bearing the person's name, and have a limit date for use: each coupon distributed will have a unique promotional code that can only be used by a single person (the User holding it) within a certain period of time, or (-) generic, not bearing the person's name, and having a limited number of uses: several coupons have the same promotional code that can be used by several people and it is the number of uses that is limited. The User may not redeem the coupon after it has expired or if the maximum number of uses associated with the coupon has already been exceeded.

The User will need to retain their individual coupon with due diligence, avoiding access to it and redemption by a third party. Coupons, whether generic or individual, do not bear the person's name, but they are of single or limited use, and YEGO will not be responsible for the loss or theft of any coupon or for exhaustion of the usage limit number before a particular User has been able to redeem them. The User may not redeem an individual coupon that has already previously been redeemed by another User, nor may they redeem a generic coupon if the maximum number of uses has been reached previously, regardless of the reason and without YEGO assuming any responsibility for the situation

generated by its Users in such cases.

- (ii) Credits for recommendations: YEGO may offer its Users credits for recommending YEGO Services to other people. To do this, YEGO will give the User access to a reference code through their account. If any third party enrolls in the YEGO Application, duly creating an account using another User's reference code, and makes a trip of at least two (2) minutes, that account creation and trip completion will automatically result in the appearance of the credits associated with the recommendation in the origin User's account virtual wallet, as well as the new User's wallet.

The number of credits associated with each recommendation that leads to successful creation of another User account, with at least one two (2) minute trip, will be mentioned at each time in the corresponding section in the YEGO Application.

In any case, the same reference code may be used a maximum of ten (10) times by third parties, with the maximum number of credits that the same User is eligible to obtain from recommendations always being capped.

The User will need to retain their reference code with due diligence, avoiding access to it and use by unknown people. Codes do not bear the person's name, but a usage limit applies to them, and YEGO will not be responsible for unwanted dissemination of any reference code.

- (iii) Credits for compensation: YEGO may freely and unilaterally decide to grant credits, which will appear directly in the User's account virtual wallet, as a goodwill gesture in case YEGO considers that the Service provided was not optimal for any reason, even if not attributable to YEGO. In no case will YEGO be obliged to grant any kind of compensation credits on the basis of these GCCs, and granting such credits will at all times be at YEGO's free and unilateral decision.

- 4.5.1.5. The conditions applicable to any initiative carried out by YEGO with the aim of granting credits to its Users will be determined unilaterally by YEGO, which assumes no obligation to its Users.

#### 4.5.2. The loyalty programme – YMC

- 4.5.2.1. The YEGO Application has a User loyalty programme called YEGO MotorClub, or YMC, which consists of (i) gifting credits to its Users from time to time; and/or (ii) donating part of the Service price charged to the User to not-for-profit or for-profit third parties, all according to the number and characteristics of the Services previously contracted by the User.
- 4.5.2.2. The YMC programme is structured as determined by YEGO into levels and ranks achieved by contracting a specific number of certain Services.

- 4.5.2.3. When the User reaches a certain rank or level, YEGO will inform them of the gift and/or the donation that may have been generated as a result of it.
- 4.5.2.4. YEGO will not at any time notify its Users of the nomenclature of the YMC programme levels and ranks or the nature of the corresponding gifts or donations, thus the receiving of any gift or the making of any donation at a particular time will come as a complete surprise to the User.
- 4.5.2.5. YEGO reserves the right to modify its internal definition of the YMC programme levels, ranks or even rewards applicable at any time, and may even suspend the loyalty programme itself at any time, regardless of the reason.
- 4.5.2.6. By not communicating the definition of the YMC programme levels and ranks, YEGO does not at any time undertake to deliver a particular gift or make a particular donation for the contracting of a previously specified number of Services.
- 4.5.2.7. As a programme determined unilaterally by YEGO, which is totally free and beneficial to the User, this will apply to all YEGO Users without distinction and without it being necessary for the User to give specific consent or to perform any additional registration or enrolment procedure, after the creation of their account and acceptance of these GCCs.
- 4.5.2.8. Application of the YMC programme will be uniform and identical for all Users at any given time, i.e. the system will give the same gift to two Users who have reached the same level or rank at the same time. As YEGO may modify its internal definition of levels and ranks, it may be that two users who have reached the same level or rank at different times do not receive the same gift.
- 4.5.2.9. The gifts are credits, expressed in euros, that will appear in the User's account virtual wallet in the YEGO Application and will entitle them to a Service with the equivalent value in euros, applying the price of the Service per minute applicable at each time as the conversion reference, as provided for in Section 4.2. above.
- 4.5.2.10. Credits granted by YEGO in this way may be used by the User on one or more occasions, with no time limit and until they have been fully used up, to contract any Services available in the YEGO Application at the time of use. Conversion will always be performed by applying the per minute Service prices applicable at the time of the use of the credits, and for the contracting of Services effectively available at that time in the Application.
- 4.5.2.11. Donations will consist of a YEGO commitment to make a donation equivalent to a certain portion of the price of the Service contracted and paid at that time by the User to a certain not-for-profit or for-profit third party of its choice. In this regard, YEGO will inform the User at the appropriate time of the exact amount and of the identity of the beneficiary of the donation generated on the basis of the YMC programme. The

actual payment of the donation amount may subsequently be made in accordance with the agreement with the third party beneficiary entity. YEGO will be free to choose and modify at any time the entities that it includes as recipients of donations under the YMC programme.

#### 4.5.3. The vehicle relocation programme

4.5.3.1. From time to time, YEGO establishes vehicle relocation programmes, offering users reduced prices for contracting certain Services that assist it in managing its vehicles, increasing their level of availability.

4.5.3.2. These programmes are not available at all times or in all cities where YEGO operates, and YEGO reserves the right to activate or not to activate these programmes depending on its needs, transmitting relevant information to users at Service contracting time through the YEGO Application.

4.5.3.3. Vehicles that are included in these relocation programmes are marked in the Application with a star or a lightning icon as being part of a “*promotion*”/”*promo*”.

4.5.3.4. These vehicles are selected using a YEGO Application algorithm based on various criteria, ranging from location to immobility and/or battery level.

4.5.3.5. Two types of vehicle relocation programmes are distinguished: repositioning (“Relocation”) and charging areas (“Pit zones”):

- Relocation: Vehicles included in a Relocation programme are always marked with a star icon in the YEGO Application. When selecting a vehicle marked in that way, a message indicating the existence of specific areas where the User will have to park the vehicle, for the corresponding discount to be applied, will appear in distinguished green (different from the colour of landscaped areas or parks).
- Pit zones: Vehicles included in a Pit zones programme are always marked with a lightning icon in the YEGO Application. When selecting a vehicle marked in this way, the specific charging areas in which the User will have to park the vehicle during the opening hours of the corresponding charging zone, for the corresponding discount to be applied, will be delimited in colour. The opening hours for each charging zone can be viewed by selecting the zone in the Application.

4.5.3.6. The User will be informed of the amount of the discount before confirming Service contracting. The discount may only be applied, on a single occasion, on the price of that Service, i.e. if the price corresponding that trip is lower than the applicable discount, the Service will be free of charge, but that discount may not be applied in whole or in part to the price of the following Services contracted by the User.

4.5.3.7. The User may choose whether or not to comply with the requirements defined to be eligible for the discount. If the User respects the conditions indicated in this regard by parking the vehicle included in the programme in the areas and time frame

communicated, the discount will be applied to the User automatically, deducting from the price of that Service.

- 4.5.3.8. The application of the discount will be outlined in the Service summary the User will receive via e-mail, as well as on the corresponding invoice, which will be issued in accordance with Section 5.3. below.

4.5.4. Training programmes and driving lessons

- 4.5.4.1. YEGO organises training programmes for its Users, and the conditions of participation are communicated directly via the YEGO App or, if applicable, by email to the User. The User may at any time request information on the training programmes, if any, available in each city of operation.

- 4.5.4.2. YEGO reserves the right to change the type, nature and/or number of training courses offered to the User at any time, in each city of operation. In cases where training is required to be offered by YEGO in accordance with local regulations, the essential conditions are specified in *Annex IV - List of Mandatory Training Offerings*.

**V. BILLING AND METHODS OF PAYMENT**

**5.1. Credit or debit cards as a means of payment**

- 5.1.1.1. Following the process of registering and creating an account in the YEGO Application under the terms anticipated in Section 2.1. above, the User will need to register at least one credit or debit card as a means of payment. Credit or debit card registration is optional during the registration and account creation process, but mandatory in order to access the Service and use the vehicles.

- 5.1.1.2. The User may choose to add more credit or debit cards by associating them with their account and at each time determining the card that YEGO is to use for payment for Services provided through the Application. By default, the card to be used as means of payment will be the last credit card registered by the User in the YEGO Application.

- 5.1.1.3. The User undertakes to register only credit or debit cards of which they are the holder or for which they have previously obtained the required authorisation from the holder for use.

- 5.1.1.4. The User may register Visa, Mastercard or American Express credit or debit cards, and will have to enter the corresponding data in the form to which access will be given in the YEGO Application, including the full card number, its expiry date and the CVC code that appears on its reverse.

- 5.1.1.5. In accordance with YEGO's Privacy Policy, YEGO does not collect the data associated with its Users' credit or debit cards, rather the party responsible for handling this data is the authorised entity *Stripe*, which will act as the payment platform, and will be the

only party to have access to that data, ensuring the management and security of the bank transactions generated in the YEGO Application. The User declares that they understand and accept the operation of the *Stripe* payment platform, committing to hold YEGO harmless in case of any incident caused by the intermediation of *Stripe*.

- 5.1.1.6. When the User registers a credit or debit card in the YEGO Application, a charge of zero (0) euro or one (1) euro, as permitted by the User's bank, will be automatically made to check its validity and the existence of funds. This will be returned to the User a few minutes after the charge.
- 5.1.1.7. The User may at any time update the credit or debit card(s) data associated with their account in the YEGO Application and agrees not to contract any Services in the YEGO Application without having duly registered a valid credit or debit card in an account, which has sufficient funds to pay the price of the requested Service, and over which they have full right of use and disposition.
- 5.1.1.8. As an alternative payment method, YEGO offers the possibility to add a payment account, Apple pay or Google pay depending on the system on the User's mobile phone. YEGO does not undertake that this alternative payment method will be available at all times, and it does not replace the need to have an activated and sufficiently funded credit or debit card associated with the User's account.

## **5.2. Payment methods**

- 5.2.1.1. By registering a credit card in the YEGO Application, the User expressly authorises YEGO for the Company to be able to proceed, unilaterally and automatically, to charge for the Services provided, as well as any debt that has been generated in favour of YEGO in accordance with these GCCs.
- 5.2.1.2. Apart from the purchase of Packs and Plans covered in Section 4.3. above, the charges for provision of Services will be made at the end of each Service, with the YEGO Application automatically calculating the corresponding price according to the vehicle, the Service Area, the type of usage and its duration, all based on these GCCs.
- 5.2.1.3. In the case of Packs and Plans, the purchase price of these will be charged by YEGO using the same method of payment as defined in Section 5.1., but at the time of purchase or contracting, and in full, regardless of when the Services are effectively delivered.

## **5.3. Billing**

- 5.3.1.1. At the end of each Service, unless the User has previously expressly requested otherwise of YEGO, the User will automatically receive a receipt of the Service provided by e-mail that can be downloaded, with the breakdown of the minutes used with the corresponding price, and, if applicable, the corresponding number of credits used. The User will have access in the Application at all times to a history of the

Services provided at least during the previous twelve (12) months.

- 5.3.1.2. Subject to the prior and express consent of the User, an electronic invoice will be issued automatically and can be viewed and downloaded from the YEGO Application in the User's account on the first day of the following month. The User may at any time request the sending of an invoice in paper format, or revoke his/her general consent to receive invoices in electronic format, by simply communicating this request through any of the channels referred to in section 8.1.1.1.

## VI. PROCEDURE IN CASE OF ACCIDENT, VANDALISM OR THEFT

Without prejudice to the general obligation to inform assumed by the User and regulated in Section 3.1.3. above, in the event of an accident, theft or vandalism of the vehicle during provision of the Service, the User must comply with the specific procedure detailed below.

### 6.1. Accidents or vandalism

- 6.1.1. In case of accident or act of vandalism, the User must:

- (i) Notify YEGO of the incident as soon as possible, unless force majeure so prevents, at the time of the incident at the end of the Service and in any case within 48 hours at the latest, by e-mail to the YEGO E-mail Address or via Customer Service Chat; YEGO will decide whether to send an operator to the scene and whether the User should remain there until the operator's arrival;
- (ii) Take photos of the YEGO vehicle from every angle, as well as of any third-party vehicle involved in the accident where applicable, whether or not there is visible damage, and following the instructions included in *Annex III. (A guide to management of accident reports and end of trip photos)*;
- (iii) Take photos of any damage caused by the accident or vandalism to installations or objects present at the scene, whether private or public, as well as the general layout of the situation;
- (iv) Duly complete an accident or incident report where appropriate, following the instructions in *Annex III. (A guide to management of accident reports and end of trip photos)*, particularly collecting the information of the driver of any other vehicle involved in the accident, as well as those of their insurance company;
- (v) Send the accident or incident report to YEGO at the YEGO E-mail Address as soon as possible and, in any case, within forty-eight (48) hours of the incident, except in case of force majeure. The delay may in no case exceed the duration of the force majeure which justifies it.

### 6.2. Theft of the vehicle and/or its accessories

- 6.2.1. In case of theft of the vehicle and/or any of its accessories, the User must:

- (i) Notify YEGO of the incident as soon as possible, unless force majeure so prevents, at the time of the incident at the end of the Service, by e-mail to the YEGO E-mail Address or via Customer Service Chat;

- (ii) Contact the competent authorities immediately, if necessary travelling to a police station and filing the corresponding report;
- (iii) Send a copy of the theft report to YEGO as soon as possible, by e-mail to the YEGO E-mail Address, and within forty-eight (48) hours of the incident in any case, except in case of force majeure. The delay may in no case exceed the duration of the force majeure which justifies it.

### **6.3. Penalties related to accidents, acts of vandalism or theft**

- 6.3.1. Without prejudice to the liability regime for damages set out in Section 3.2. of these GCCs, YEGO reserves the right to apply the penalties anticipated in *Annex II. (Table of damages and penalties)* if the User fails to obey the rules laid down in the provisions of this Section VI regarding the procedure applicable in the event of an accident, vandalism or theft.

## **VII. PROCEDURE IN CASE OF FINES**

### **7.1. Handling of fines and crane services**

#### **7.1.1. General principle of liability and penalties applied by YEGO**

- 7.1.1.1. In accordance with the provisions of these GCCs, the User is the party solely responsible for compliance with any traffic and parking regulations during provision of the Service and, as such, they must pay any fine, surcharge or penalty imposed by the police and other authorities as a result of User's failure to comply with any of these rules.
- 7.1.1.2. In certain cases, the application of these sanctions by the competent authorities will involve the removal of the vehicle used by the User by means of a municipal crane service, with the User taking responsibility in any case for all the economic consequences that such circumstances may entail.
- 7.1.1.3. Regardless of the payment by the User of the aforementioned sanctions and the expenses resulting from them, YEGO reserves the right to apply additional contractual penalties for YEGO's handling of those sanctions, all applying the penalty amounts provided for in *Annex II. (Table of damages and penalties)*.
- 7.1.1.4. That is, YEGO may apply the penalties anticipated in *Annex II. (Table of damages and penalties)* for handling of the sanctions, fines or administrative penalties attributable to the User. YEGO reserves the right, at its discretion, to aggregate these penalties in cases where YEGO has to intervene more than once in the handling of sanctions, fines or administrative penalty proceedings attributable to the User. These amounts shall be added together to the amount of the fine or sanction itself which the User will need to pay to the Competent Authority, or reimburse YEGO where applicable.

#### **7.1.2. Procedure applicable in case of fine with removal by crane**

- 7.1.2.1. If a YEGO vehicle is removed by a crane service or equivalent, YEGO will verify the identity of the User responsible by checking in the YEGO Application (-) whether the place of use or parking place used by the vehicle's last User matches the place of removal reported by the crane service; and (-) whether the photograph taken by the User at the end of the Service as anticipated in Section 3.1.5.4. enables their liability to be excluded or not.
- 7.1.2.2. Unless the photograph taken by the User clearly shows that the vehicle was correctly parked at the end of the Service in a place authorised for this purpose, without any temporary or permanent parking prohibition in that area according to public data, the last User who used and parked the vehicle will be considered to be liable for the parking penalty applied, including the crane service expenses.
- 7.1.2.3. Once the identity of the User responsible has been verified, YEGO will send them a written notification by e-mail, informing them of the sanction and reminding them of the applicable system of penalties in accordance with these GCCs.
- 7.1.2.4. YEGO will in any case, by means of its own teams, recover the vehicle in the municipal pound within a maximum period of forty-eight hours (48h) from the notification of the sanction, applying additionally the corresponding contractual penalty according to the provisions of *Annex II.- (Table of damages and penalties)*. The User expressly agrees to allow YEGO to manage this procedure, and to proceed to the collection of the corresponding charges (including the foreseen penalty) using the same payment method as the one provided for the payment of the Services.
- 7.1.3. Procedure applicable in case of fine without removal by crane
  - 7.1.3.1. In the event of any penalty being imposed without crane intervention, regardless of the non-compliance that is the source of the penalty, the authorities will request the details of the User responsible from YEGO, to notify them directly of the sanction applied.
  - 7.1.3.2. The YEGO Application will identify the User responsible automatically, based on the time and place of the events notified by the authorities, as well as the details of the vehicle involved. When identifying the User responsible, YEGO will limit itself to sending the corresponding contact data to the authorities, if it has them, the User giving their express consent for YEGO to proceed with this communication.
  - 7.1.3.3. In the event that, despite a valid designation by the User to the competent authorities, YEGO is faced with an administrative attachment resulting from a penalty of any kind attributable to the User, YEGO reserves the right to charge the User the corresponding amount, increased by the penalty provided for this case in *Annex II (Table of damages and penalties)*. The User expressly authorises YEGO to proceed to the recovery of the corresponding costs (including the contractual penalty) using the same means of payment as used for the payment of the Services.

- 7.1.3.4. If the data associated with the User's account is for whatever reason unavailable, incomplete or out of date, YEGO, if it deems it appropriate taking into account the time limits for payment of the penalty, reserves the right to (i) pay the amount of the penalty on behalf of the User and to re-invoice the corresponding amount plus the penalty provided for in *Annex II (Table of Damages and penalties)*, reserves the right to (i) pay the amount of the penalty on behalf of the User and to re-invoice the corresponding amount plus the penalty provided for in *Annex II (Table of damages and penalties)*, or (ii) notify the relevant User by e-mail of the imposition of the penalty, requiring him/her to provide the necessary data for the processing of the penalty. Failure to comply with the obligation to identify the driver may result in an additional and significant administrative penalty (e.g. in France a penalty of approximately 400.00 Euros) which will be systematically charged to the User who has not complied with the request for data transmission made by YEGO to this effect within the aforementioned time limit. The User undertakes not to pay the administrative penalty directly before the identification of the driver has been carried out by YEGO with the Administration, otherwise the additional administrative penalty shall be borne by the User.

If the User refuses or does not comply with the request to communicate the data within the following twenty-four hours (24h), YEGO reserves the right to pay the sanction at the User's expense, charging him/her the corresponding cost plus the penalty foreseen in this case in Annex II.- (Table of damages and penalties).

The User gives his/her express consent for YEGO to manage this procedure, and to proceed to the collection of the corresponding costs (including the foreseen penalty) using the same payment method as the one foreseen for the payment of the Services.

- 7.1.3.5. Notwithstanding the above paragraphs, in certain cases the authorities require directly to YEGO the payment of penalties, without requesting the User's data from YEGO beforehand (e.g. parking penalties in paid parking areas). In these cases, YEGO will make the payment directly. Subsequently, after having automatically identified the responsible User taking into account the time and place of the events reported by the authorities, as well as the data of the vehicle involved, YEGO will pass on the amount of the penalty to the User together with the penalty for handling the fine as provided in Annex II.- (*Table of damages and penalties*).
- 7.1.3.6. All costs and charges suffered by YEGO, and the penalties resulting from legal processes and sanctions identified above, must be paid by the User who was using the vehicle at the time of the offence subject to the sanction.
- 7.1.3.7. Failure to pay the penalties and/or sanctions will result in the blocking and/or deletion of the User's account, and YEGO may, in addition to claiming these amounts, take the measures it deems appropriate to recover the damages caused, as well as filing any actions for claims it considers relevant in the corresponding jurisdiction.

## **7.2. Delays in payment and claims for non-payment**

- 7.2.1. If charging of the price of any Service, or any amount owed by the User to YEGO, is not possible using the credit card(s) registered in the account, regardless of the reason, the User's account will be blocked automatically.
- 7.2.2. When the User's account is blocked due to non-payment, YEGO will send the User a first notification by e-mail, informing them of the situation, mentioning the unpaid amount, as well as the information the User's bank has sent to YEGO regarding the reason for rejection.
- 7.2.3. YEGO will automatically attempt to make the charge again using the same means of payment every two (2) days for one (1) month. The User may pay the total debt at any time through the YEGO Application. The User's account will not be reactivated and no Services may be contracted until the existing debt has been paid.

**One (1) month after the Service has provided and the first attempt to charge was made, a monthly interest rate of three percent (3%) will be applied to the amount of the debt.**

- 7.2.4. YEGO reserves the right to apply the penalty for non-payment provided for in *Annex II. (Table of damages and penalties)*, proceeding at any time to outsource the debt collection process, all without prejudice to any legal action it may initiate where appropriate, claiming costs from the debtor User.
- 7.2.5. In case of non-payment, YEGO may, in addition to blocking the account, proceed to permanently delete the User's account. In this case, YEGO will send the User an e-mail of information anticipated in Section 2.1.4.2 above regarding the deletion of their personal data.

## **7.3. Economic penalties for failure to comply with the GCCs**

- 7.3.1. Certain contractual conditions included in these GCCs and assumed by the User are considered essential and, as such, specific economic penalties are anticipated in case of non-compliance and regardless of whether or not YEGO has suffered damages as a result. All the penalties applicable in case of non-compliance are listed in *Annex II. (Table of damages and penalties)*, including a description of the behaviour, the reference to the obligation not complied with in these GCCs and the amount of the corresponding penalty.
- 7.3.2. Prior to applying any penalty and proceeding to collect the penalty, YEGO undertakes to notify the User by e-mail of the application of the penalty, specifying the facts that have given rise to the penalty.

## **VIII. CONTACT AND CUSTOMER SERVICE**

- 8.1.1.1. The User may contact YEGO through the following channels:
- (i) By post or certified fax to the registered address of the company responsible of the Service mentioned in introduction.
  - (ii) By e-mail using the YEGO E-mail Address: [info@rideyego.com](mailto:info@rideyego.com);
  - (iii) Through the Customer Service Chat accessible within the YEGO Application.
- 8.1.1.2. YEGO recommends a User preference of the Customer Service Chat to contact YEGO, as there are operators responding to users' requests through this channel at all times while the YEGO Service is open in the corresponding Service Area.
- 8.1.1.3. The reactivity and response times of these operators may vary depending on the volume of requests currently being handled by the Customer Service Chat.
- 8.1.1.4. The Customer Service Chat operators are trained to answer any questions the User may have regarding the Service, and to manage any incidents that may have arisen during Service provision.
- 8.1.1.5. **Complaints and/or claims:** The User may make any complaint or claim on the Services provided by YEGO through any of the channels described here. For complaints and/or claims in Spain, the User may download below the different official Complaint Forms made available by each Autonomous Community: Catalonia ([click here](#)), Valencian Community ([click here](#)), Andalusia ([click here](#)) and Aragon ([click here](#)); and submit them to YEGO through any of the channels referred to in Section 8.1.1.1. above. Once the complaint and/or claim has been received by YEGO, it will be managed by YEGO in accordance with the applicable regulations in each case. Likewise, the User is informed that he/she can visit the website [www.consumoresponde.es](http://www.consumoresponde.es), where he/she can fill in online and download the completed form for complaints and claims form of the Autonomous Community of Andalusia. For further information ([consumoresponde@juntadeandalucia.es](mailto:consumoresponde@juntadeandalucia.es) / Freephone: 900 21 50 80).
- 8.1.1.6. The YEGO Application also has a space with answers to frequently asked questions, accessible in several languages, which the User can consult at any time in case of doubt.
- 8.1.1.7. A telephone assistance service is available through the YEGO Application for people with reduced mobility and for users over 55 years of age. The User shall request through the Customer Chat to be contacted by a specialised operator. YEGO may ask the User for information related to his/her status that is necessary to respond to his/her request.

## IX. GENERAL PROVISIONS

### 9.1. Amendment of the GCCs

- 9.1.1. YEGO reserves the right to make changes to these GCCs, including to the pricing policy. Any modifications made will be announced to Users by e-mail in accordance with that

anticipated in Section 1.2., and they will be published on the YEGO website, as well as in the YEGO Application.

## **9.2. Separability**

- 9.2.1. In the case that one or more of the clauses in these GCCs are declared invalid or null, this will not affect the validity of the remaining clauses. In this case, the parties undertake to complete the resulting spaces according to the spirit and the presumed will of the contracting parties and to replace the invalid clauses with valid clauses that are as close as possible to those invalidated in the economic and non-material sense.

## **9.3. Referral to the Privacy Policy**

- 9.3.1. In all matters relating to personal data processed by YEGO in the framework of the Service provision, the User must refer to YEGO's [Privacy Policy](#), and may contact YEGO in case of doubt.

## **9.4. Languages**

- 9.4.1. These GCCs are available in English, French, Spanish and Catalan, and the User may request the sending of any of these versions by YEGO through the Customer Service Chat or by e-mail to the YEGO E-mail Address.

## **9.5. Jurisdiction and Applicable Law**

- 9.5.1. This contract is private in nature. This contract will be governed and interpreted according to the legislation in force in the country where the Service is provided, French or Spanish as the case may be, without prejudice to the protection that may be guaranteed by the mandatory consumer rules of the place of the User's habitual residence in accordance with Article 6.2 of Regulation 593/2008 (Rome I).
- 9.5.2. Furthermore, any dispute arising in connection with this contract, regardless of the cause, will be resolved in the jurisdiction of the Courts and Tribunals of the Service User's address, except in cases where the Law determines a mandatory jurisdiction other than the previous in response to the facts in dispute.
- 9.5.3. In the specific case of a Service provided on French territory, in accordance with the provisions of article L.611-1 et seq. of the French Consumer Code, for any dispute of a contractual nature between the User and YEGO, which could not be resolved through a complaint previously submitted to the Customer Service, the User has the possibility to have recourse free of charge to the Consumer Mediator who will be the mediator of the *Conseil national des professions de l'automobile* (CNPA), domiciled at 50, Rue Rouget de Lisle 92158 Suresnes Cedex, and who can be contacted by e-mail at the following address: [mediateur@mediateur-cnpa.fr](mailto:mediateur@mediateur-cnpa.fr)

The terms and conditions of referral are more fully available on its website at the

following address: [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr), subject to compliance with the conditions of admissibility of the request and within one (1) year from the date of the written complaint to YEGO Customer Service. If the mediation process fails to result in an amicable agreement between the parties, the dispute arising from the YEGO Service registration or its use shall be submitted to the exclusive jurisdiction of the French courts.

ANNEX I. (PRICE BY CITY AND VEHICLE)

Amounts expressed in euros (€), inclusive of VAT:

Service City / Vehicle		MOTORCYCLE			BICYCLE			SCOOTER		
Usage Type		Trip	Pause	Reservation	Trip	Pause	Reservation	Trip	Pause	Reservation
Barcelona and l’Hospitalet (Spain)	Per Minute / From the 1 <sup>st</sup> Minute	0,33	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
Valencia (Spain)	Per Minute / From the 1 <sup>st</sup> Minute	0,33	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
Sevilla (Spain)	Per Minute / From the 1 <sup>st</sup> Minute	0,31	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
Málaga (Spain)	Per Minute / From the 1 <sup>st</sup> Minute	0,31	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
Zaragoza (Spain)	Per Minute / From the 1 <sup>st</sup> Minute	0,31	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
Métropole de Toulouse (France)	Per Minute / From the 1 <sup>st</sup> Minute	0,32	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
Métropole de Bordeaux (France)	Per Minute / From the 1 <sup>st</sup> Minute	0,32	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
Nice (France)	Per Minute / From the 1 <sup>st</sup> Minute	0,36	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
Métropole de Paris (France)	Flat rate for the first 5 minutes	1,95	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A

	Per Minute / From the 5 <sup>th</sup> Minute	0,39	0,14	0,14	N/A	N/A	N/A	N/A	N/A	N/A
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N/A: Not applicable due to unavailability of the Service  
Trip/Pause/Reservation: Refer to the provisions in the GCCs: Sections 4.2.2. and following.

**ANNEX II. (TABLE OF DAMAGES AND PENALTIES)**

Indicative list of the prices of the main Motorcycle parts:

YEGO REF.	Parts Description	PRICE (.-€)
E-SCOOT-0001	Front mudguard big	17.10
E-SCOOT-0002	Front mudguard small	3.85
E-SCOOT-0003	Front mudguard crest	3.84
E-SCOOT-0004	Rear reflector yellow	1.33
E-SCOOT-0005	Cylinder trim	2.75
E-SCOOT-0006	Legshield	57.60
E-SCOOT-0007	Steering column cover	8.93
E-SCOOT-0008	Logo holder	3.01
E-SCOOT-0009	Horn grille	2.18
E-SCOOT-0010	Front cover legshield	6.65
E-SCOOT-0016	Footboard	25.60
E-SCOOT-0017	Footboard cover	4.92
E-SCOOT-0019	Underbody panelling	16.90
E-SCOOT-0020	Chrome trim headlamp	5.70
E-SCOOT-0025	Handlebar cover top	7.09
E-SCOOT-0026	Handlebar cover below	8.45
E-SCOOT-0027	Panel steering column	3.16
E-SCOOT-0030	LED speedometer	42.80
E-SCOOT-0033	Right front flasher	8.28
E-SCOOT-0035	Left front flasher 2017	8.28
E-SCOOT-0036	Rear mudguard cover	24.05
E-SCOOT-0037	Seat lock one key	7.58
E-SCOOT-0042	LED taillamp	13.30
E-SCOOT-0049	Number plate holder	2.88
E-SCOOT-0055	Right side cover	20.09
E-SCOOT-0056	Storage compartment flap	4.37
E-SCOOT-0059	Left side cover	20.09
E-SCOOT-0069	Engine	557.05
E-SCOOT-0072	Front axle	9.53
E-SCOOT-0077	Brake lever right black	6.18
E-SCOOT-0089	Brake lever left black	4.68
E-SCOOT-0093	Throttle grip black	4.40
E-SCOOT-0094	Left handle grip black	2,88
E-SCOOT-0107	NOVA front fork, MY2017	68.16
E-SCOOT-0109	Fork linkages	52.87
E-SCOOT-0114	Steering column bearings up	2.69
E-SCOOT-0122	Easel	28.16
E-SCOOT-0133	Rearview mirror	2.40
E-SCOOT-0136	Bearings below 2017	20.40
E-SCOOT-0143	Cover topcase	13.80
E-SCOOT-0150	Top Case	85.20
E-SCOOT-0152	Tires	19.92
E-SCOOT-0165	Phone mobile holder	5.64
E-SCOOT-0172	Reinforcement leg cover	72.00
E-SCOOT-0177	Front fork V2	23.82

E-SCOOT-0180	Front right shock absorber	24.34
E-SCOOT-0181	Front left shock absorber	24.34
E-SCOOT-0182	Topcase support	44.41
E-SCOOT-0193	Black decorative strips	12.67
E-SCOOT-0196	Led headlamp	40.26
E-SCOOT-0200	Handlebar	10.79
E-SCOOT-0229	Chassis	416.47
E-SCOOT-0232	Leg Covers	62.40
	<b>Theft, loss or damage to a battery</b>	<b>1,000.00</b>
	<b>Theft, loss or damage to a glove</b>	<b>50.00</b>
	<b>Theft, loss or damage to an helmet</b>	<b>50.00</b>
	<b>Loss of vehicle documents</b>	<b>20.00</b>
	<b>Theft, total loss of the vehicle</b>	<b>3,500.00</b>

NOTE: This list is indicative, not exhaustive and does not take into account the additional cost of labour for the repair and replacement of parts which will be detailed in the corresponding invoice.

#### List of fixed penalties for non-compliance with GCCs

Description of non-compliance		Penalty amount in €
<i>In relation to fines</i>		
Management of fine or any administrative sanction (including parking)		15.00
Not providing the required data for management of fines (including parking)	In General,	30.00
	In France, charging of additional administrative penalty	Up to 500.00
Municipal pound management after crane removal - With vehicle recovery by YEGO	In Spain	50.00
	In France	65.00
<i>In relation to vehicle usage</i>		
Ceding the use of the rented vehicle to a third party	<i>In any case</i>	100.00
	<i>In case of accident</i>	1,000.00
Under-aged driver		200.00
Driver without up-to-date documentation or valid licence		200.00
Not turning off or securing the vehicle at the end of the Service		200.00
Parking or leaving the vehicle outside the Service Area (including car park or private area)		250.00
Parking on the pavement (unless expressly authorised or permitted by local regulations) or in any place that obstructs pedestrian traffic, regardless of the application of a potential administrative sanction by the authorities.		35.00
Non-compliance with the obligation to park the vehicle correctly (different from the previous case) and/or the obligation to take a		5.00

correct photo of the vehicle at the end of the journey, regardless of the application of a potential administrative sanction by the authorities.		
<i>In relation to non-payments</i>		
Payment collection management		50.00
<i>In relation to obligations to inform</i>		
Failure to communicate the Accident and/or the Accident Report on time		50.00
Failure to communicate the Theft Report on time		50.00

*NOTE: The penalties established will be charged without prejudice to the sanctions applied, which will be charged separately by the public administration or bank, depending on their nature, and without prejudice to any claim for damages suffered.*

**ANNEX III. (A GUIDE TO MANAGEMENT OF ACCIDENT REPORTS AND END OF TRIP PHOTOS)**

**END OF TRIP PICTURES :**



**RIGHT**



**WRONG**



**RIGHT**



**WRONG**

**INFORMATION TO BE PROVIDED IN THE EVENT OF AN ACCIDENT:**

⇒ **Accident involving another vehicle or fall without another vehicle involved (either actively or passively while parked): Obligation to take photos:**

- Take photos of **every angle of YEGO's vehicle**, as well as any **third-party vehicle involved** in the accident where applicable, whether or not there is visible damage:
- Take photos of any damage caused by the accident to **facilities or objects present in the area of the incident**, whether private or public, as well as the general plan of the situation:

⇒ **Information to be included in the report in case of an accident when another vehicle is involved:**

- Date of accident
- Time
- Place
- Insured: YEGO URBAN MOBILITY SL / Carrer Àvila 138, 4º 2ª, 08018 Barcelona (Spain), or as the case may be YEGO URBAN MOBILITY FRANCE, S.A.S./ 122, rue Amelot, 75011 Paris (France)
- Vehicle: Brand = EMCO or PINK- Licence plate = XXXXXXXXXX
- Insurer: Name = FIATC (for Spain) and ALLIANZ (for France)
- Insurance number = XXXXXXXX
- Driver: driver's details
- It has to be explained what happened (with a sketch).
- both signatures are required
- Also note down: the details of the driver of any other vehicles involved in the accident, the registration numbers of the other vehicles involved; and details of the insurance company of the other vehicles involved.

**ANNEX IV.- (LIST OF COMPULSORY TRAINING OFFERS)**

Country	City	Type of compulsory training	Conditions and procedures
France	Paris	Induction, training and risk awareness session for registrants on request	Free session - Registration via YEGO Application

YEGO can also offer trainings in other city(s) without such offers being compulsory and can be consulted via the YEGO Application.