

General Commercial Terms

for providing short-term motorcycle rental services

1. INTRODUCTORY PROVISIONS

- 1.1 These GCC determine the basic rights and obligations relating to the Framework Agreement between the Provider and the User that relate to the provision of Services. By accepting the GCC, the User explicitly and unequivocally consents to them and expresses User's willingness to use the Service in accordance with them.
- 1.2 The Provider provides motorcycles for short-term rentals (per minute) and a digital platform through which the Applicants can register themselves for the Service (Mobile Application or Web Application) and also use the Service by starting and ending rental sessions via the Mobile Application and by paying the corresponding Service cost through the same platform.
- 1.3 The GCC constitute the entire contract between the Provider and the User with respect to User's registration as such and User's use of the Service and the Vehicles.
- 1.4 The Privacy Policy is an annex to these GCC.

2. INFORMATION

- 2.1 The e-mail address of the Provider is: info@be-rider.com.
- 2.2 The Contracting Parties will use e-mail for communication, whilst communication may also take place via the Mobile Application or Web Application. The Provider may determine the supported software necessary to access the Mobile Application or Web Application and does not guarantee that it will be functional in all configurations of the technical device used by the User. The communication will be in Czech or English.
- 2.3 Information will be made available to the User via the Mobile Application or Web Application within the time limits corresponding to the nature of the information made available. The Provider sends messages and notifications to the User's email address indicating that certain information has been made available in the Mobile Application or Web Application.
- 2.4 The state authorities of the Czech Republic check and supervise the Provider's activities and can be contacted with suggestions in accordance with the legal regulations regulating their scope and powers. State supervision authorities are, in particular:
 - 2.4.1 The Czech Trade Inspection Authority;
 - 2.4.2 Trade Licensing Offices;
 - 2.4.3 The Office for Personal Data Protection.
- 2.5 The Framework Agreement is archived by electronic means and is not accessible to third parties.
- 2.6 The Framework Agreement can only be concluded in the Czech or English languages.
- 2.7 The User requests the beginning of provision of Services immediately after the Framework Agreement and/or Partial Agreement is concluded, i.e. before the expiration of the withdrawal deadline.
- 2.8 The User may withdraw from the Framework Agreement without providing a reason and without any penalties within 14 days from when the Framework Agreement is concluded by written notice to the Provider. However, in case of the withdrawal from the Framework Agreement by the User, the User has a duty to pay a proportional part of the price for the Services which provision has already begun or which have been already provided.
- 2.9 The User may withdraw from the Partial Agreement without providing a reason and without any penalties within the term of the Partial Agreement or within 14 days from when the Partial Agreement is concluded, whichever is the later, by written notice to the Provider. However, in case of the withdrawal from the Partial Agreement by the User, the User has a duty to pay a proportional part of the price for the Services which provision has already begun or which have been already provided.
- 2.10 The Provider hereby informs the User that the User is entitled to submit a petition for initiating out-of-court proceeding in a dispute arising out of a concluded Framework Agreement, no later than 1 year from the date on which the User exercised User's right that is the subject of the dispute with the Provider for the first time. The entity having subject-matter and territorial jurisdiction for out-of-court settlement of consumer disputes from the Framework Agreement concluded between the Provider and the User is the Czech Trade Inspection Authority. The rules established by the Czech Trade Inspection Authority that regulate the procedure for out-of-court settlement of consumer disputes, as well as the form for submitting a petition, are available on the website of the Czech Trade Inspection Authority at address: adr.coi.cz or www.coi.cz.

3. DEFINITIONS OF TERMS

- 3.1 The terms specified in these GCC starting with a capital letter have the meaning given to them in these GCC.
- 3.2 Definitions:
 - 3.2.1 "**Applicant**" means a natural person that intends to use the Services, prior to verification and becoming a User.

- 3.2.2 **“Application”** means Mobile Application or Web Application.
- 3.2.3 **“Civil Code”** means Act No. 89/2012 Coll., Civil Code, as amended.
- 3.2.4 **“Contracting Parties”** means the User and the Provider.
- 3.2.5 **“Driving Licence”** means the official valid document permitting the User to ride the Vehicles. The following are considered valid driving licences in Czech Republic: (a) those issued in Czech Republic in accordance with current Czech legislation; (b) those issued by Member States of the European Union in compliance with EU legislation; (c) those issued by other States that are recognised as valid for the purposes of driving in Czech Republic under current Czech legislation; and (d) valid international driving licences together with national driving licences recognised as valid for the purposes of driving in Czech Republic under current Czech legislation.
- 3.2.6 **“Framework Agreement”** means the legal relationship between the Provider and the User on the basis of which the Service is provided and that is governed by these GCC, and which is concluded in a remote manner via the Web Application operated by the Provider or Mobile Application by a verification by the Provider.
- 3.2.7 **“GCC”** means these general commercial terms.
- 3.2.8 **“Mobile Application”** means a mobile application that enables access to Provider’s online platform, through which it is possible to register as a User and manage reservations and the start and finish of Vehicle use, in the form and with the functions pursuant to Article 4 of these GCC.
- 3.2.9 **“Partial Agreement”** means an agreement between the User and the Provider which is governed by the Framework Agreement.
- 3.2.10 **“Price List”** means the price list for the Services and other fees available from the Web Application and the Vehicle.
- 3.2.11 **“Privacy Policy”** means the terms and conditions that govern the collection, processing and use of the Users’ personal information by Provider in accordance with applicable legislation.
- 3.2.12 **“Provider”** means BeRider s.r.o. registered office: Jankovcova 1587/8d, Holešovice, 170 00 Prague 7, Company Id No: 08073198, Tax Id No: CZ08073198, company registered in the Commercial Register of the Municipal Court in Prague, file no. C 312533.
- 3.2.13 **“Reservation”** means an act of the User relating to a specific Vehicle via which the User expresses User’s intent to use the Vehicle within the Service. A Vehicle may only be reserved by one User for one time period.
- 3.2.14 **“Service”** means the motosharing service that Provider provides consisting of making available the Vehicles without driver, for use upon request and subject to availability, to multiple users, individually and privately, in accordance with the GCC and the Privacy Policy.
- 3.2.15 **“Service Area”** means the area identified in the Applications where the User is permitted to terminate Trip and also can find the Vehicle and start the Trip.
- 3.2.16 **“Trip”** means the one use of a Vehicle for transporting the User from point A to point B in accordance with these GCC; the Trip can be only realized if a Partial Agreement is concluded.
- 3.2.17 **“User”** means a natural person to whom Services are provided by the Provider and who met the requirements established by the GCC and current legislation for using and riding the Vehicles, has duly registered and accepted the GCC, Terms of Use and the Privacy Policy and has been verified by the Provider, unless stated otherwise herein.
- 3.2.18 **“Vehicle”** means the electric moped whose making available without driver is the object of Provider’s Service.
- 3.2.19 **“Web Application”** means the website, www.be-rider.com, which enables access to Provider’s online platform, through which it is possible to register as a User and manage User’s account.

4. APPLICATIONS

- 4.1 The Provider operates the Applications, which are integral tools via which the use of the Services will be enabled.
- 4.2 The Provider shall not be required to ensure the continued and uninterrupted availability of the Applications.
- 4.3 The Mobile Application is compatible with Android version 6 and above and iOS version 9 and above. The User shall be connected to the Internet for the Mobile Application to work properly, in the case of mobile Internet a connection with a speed of at least 3G is required. The download of the Mobile Application is not limited geographically.
- 4.4 The User acknowledges that the Provider shall be entitled to limit or completely interrupt the Service due to planned server outages because of the maintenance of this server. Server downtime information for maintenance purposes shall be always published in the Mobile Application in advance.
- 4.5 The Provider shall not be responsible for any technical failure of the server caused by no fault of the Provider. The Provider shall be obliged to make every effort to ensure that in case of a technical failure, the Service becomes operational as soon as possible.
- 4.6 Mobile Application allows User to do registration, uploading documents, reserving vehicles, starting and ending Trips and doing payments.

- 4.7 Mobile Application is accessible with unique username and a password defined by the User. User is responsible for the secrecy of the password and both username and password are strictly confidential, personal and non-transferable. Should the User do so, the User shall be held solely liable for any damage caused to the Vehicles and third parties due to the loss or assignment of this information.
- 4.8 User is obliged to inform Provider immediately if a third party has gained access to the User's account or smartphone and manipulated the credentials and the User is not able to change the password to ensure the security of the access by third parties. Upon User's request, Provider will either deactivate the account or change the User's password to avoid any issues that can be caused to the User.

5. LICENSE

- 5.1 The license of the User to use the Mobile Application is free of charge, non-exclusive, territorially unlimited, and time-limited for the duration of the Framework Agreement. This license shall not be transferable and assignable to a third party.
- 5.2 The User shall not be entitled to sell, license, lease, assign or make available the Mobile Application to third parties.
- 5.3 All rights to the content of the Mobile Application (including name, codes, trademarks, software, videos, images, graphics, sounds, etc.) and any parts thereof shall be the sole property of the Provider or the contracting partner of the Provider that has been licensed the Provider to use them.
- 5.4 The User shall be obliged to use the Mobile Application exclusively in a manner corresponding to these GCC and for the purpose of using the Service. The User shall not be authorized to grant licenses, sub-licenses, copy, modify or create collective or derivative works from the Mobile Application. The User shall not reverse engineer, decompile, or otherwise attempt to extract the source code of the Mobile Application or any part thereof. The User shall not in any way obtain or attempt to obtain any copies of the work (not even for personal use), any materials or information relating to the Mobile Application that is not or have not been made publicly available or provided through servers operated by the Provider or the contracting partner of the Provider.
- 5.5 The User shall be obliged to use the Mobile Application solely for personal, non-commercial purposes.

6. REGISTRATION

- 6.1 Any Applicant having a Driving License can register to Provider's Service.
- 6.2 To be able to use the Service, the Applicant has to complete the registration through the Application and such registration must be verified by the Provider.
- 6.3 To be able to complete the registration process successfully, the Applicant has to fill in all data marked as mandatory and upload a scan of correct and valid driving license of the Applicant and ID of the Applicant, add valid payment details and accept the GCC. The Applicant is also required to provide a proof through the presentation of a scan or readable and transparent photograph of Applicant's current Driving Licence.
- 6.4 Registration process is fully electronic through the Application. All the information and documents provided must be correct, readable and complete.
- 6.5 By registering and accepting the GCC, the Applicant/User declares that the Applicant/User fulfils all of the criteria described above.
- 6.6 The Provider reserves the right to verify the information provided by the Applicant/User and check that User's bank has not rejected the credit or debit card registered by the Applicant/User. As a security measure to check the validity of the credit card provided and to verify that it has not been reported lost or stolen, the Provider will make a temporary verification charge of 10 CZK, which, once the card's authenticity has been confirmed, will be refunded at no actual cost to the Applicant/User within following 30 days.
- 6.7 Similarly, the Provider reserves the right to refuse registration of the Applicant if the credit or debit card entity rejects the charge and/or the Applicant is not the card holder or there are reasonable doubts about the card's authenticity or it does not meet the requirements of the GCC. Moreover, the Provider may cancel the registration of the User in the event of a breach of these GCC, a well-founded suspicion of breach, fraud or identity theft, or the existence of a debt or dispute with the Provider's pending resolution.
- 6.8 Registration will be considered complete when the Applicant receives confirmation of verification from the Provider by e-mail to the Applicant's e-mail account, which was used during the registration.
- 6.9 Once registration is complete, the User may use any available Vehicle and will receive the accepted GCC in electronic format.
- 6.10 In the event that, after Service registration and activation, the User's Driving Licence expires or is cancelled, suspended, withdrawn, lost or stolen, or the User ceases to hold or possess it, the User must inform the Provider of such and will not be able to use the Service for as long as such circumstances last. In such case the Provider may deactivate the Service and block the registration of the User as of that moment. Should the Provider not be informed, the User shall be held solely liable for any loss or damage caused to the Provider or any third party by User's actions. Once such circumstances have been rectified, the User may re-present User's Driving Licence to the Provider and complete the Service registration and activation process again.

- 6.11 During the registration process, information to access the User's personal account (username and password) will be generated. With the use of such information the online Service can be accessed by the User and the information contained within it amended at any time, with the exception of the email address and Driving Licence photograph.
- 6.12 To amend, correct or delete any of the personal details provided to the Provider, the User must follow the procedure to exercise User's rights of access, correction, deletion and objection as provided for in the Privacy Policy. The User accepts, however, that any deletion of information relating to User's Driving Licence (and not mere updating or correction) will automatically terminate the registration to the Service and that some personal details may be still processed for specific purposes according to the Privacy Policy.
- 6.13 The User is obliged to update User's information provided to the Provider in User's account. Out-of-date data must be corrected immediately. Otherwise, if the data is not up to date (i.e. e-mail address, phone number, payment details etc.), the Provider has the right to block the account temporarily until the User updates such information.
- 6.14 The use of false documents or documents not corresponding to the User at the time of registration for the Service by the User shall be considered a serious breach and result in the cancellation of the account of the User. Use of false documents may also be notified to the state authorities of the Czech Republic.
- 6.15 Unless expressly authorised by the Provider, the User is not allowed to have more than one personal account in the Service. In case of creating more than one account of one User in the Service, the Provider is authorized to terminate the account created later.
- 6.16 The Provider reserves the right to ask the User to submit User's documents in case if needed as reviewing of the validity of the documents.

7. RESERVATIONS

- 7.1 User can see all available Vehicles with sufficient battery on the map in the Mobile Application and book the ones which are close to him within walking distance. User can book the vehicle for 15 minutes without any fee.
- 7.2 If User does not unlock the Vehicle within 15 minutes after conclusion of the Reservation, the Reservation shall expire.
- 7.3 The User can cancel the Reservation within 15 minutes after conclusion of the Reservation without any fees. However, if it is detected that the User repeatedly (i.e. two or more times in a row) misuses the courtesy minutes, the paragraph 15.1.12 of these GCC shall apply, User will be blocked from reserving the same Vehicle for next 24 hours and the User's account may be temporarily blocked.
- 7.4 A Vehicle can be used only on the basis of its prior Reservation via the Mobile Application and conclusion of Partial Agreement. Use of a Vehicle without a prior Reservation and Partial Agreement is not possible.

8. PARTIAL AGREEMENT

- 8.1 The Partial Agreement is concluded by unlocking of the Vehicle via the Mobile Application. The Partial Agreement is concluded for of the duration of the Trip with a maximum of 24 hours.
- 8.2 The price for the Services provided within the Partial Agreement or any other fees are set out in the Price List.

9. SERVICE USE

- 9.1 Prior to their ride, User must check the current condition of the Vehicle, its equipment, tools, accessories and documentation. If there is a defect, fault, heavy soiling or dirt on the Vehicle, User must report it through the Mobile Application or via the phone (+420) 720 627 505.
- 9.2 User is obliged to comply with the local regulations. User has to fulfil any obligations resulting from User's non-compliance. Furthermore, the User is obliged to carry the valid Driving Licence.
- 9.3 Responsibility for the Vehicle is transferred to the User upon the unlocking of the Vehicle.
- 9.4 The Vehicle is provided to the User and returned by the User at the Service Area specified in the Mobile Application. This means that, the User is entitled to ride outside of the Service Area but is not permitted to end the Trip outside the Service Area.
- 9.5 The User is able to see the remaining kilometres of the Vehicle and has to make sure that it is sufficient for User's Trip. The Provider reserves the right to penalise the User if the Vehicle runs out of battery.
- 9.6 When returning the Vehicle, the User is obliged to (i) park at any designated parking spots within the Service Area; (ii) put the Vehicle on its stand; (iii) place helmets in the storage compartment; and (iv) close the storage compartment; all this combined ends the Trip. In the event of breach of this obligation, the Provider is entitled to damages amounting to all costs incurred to the Provider via a breach of this obligation by the User, such as costs for the payment of penalties for minor offences, costs for Vehicle towing, the cost of the payment of the parking fees or the costs of for parking the Vehicle at another location. This paragraph does not affect the Provider's right to charge the User also with the penalty according to the paragraph 15.1.1 of these GCC.

- 9.7 The Vehicle cannot be returned to a location at variance with paragraph 9.6 of these GCC. The User acknowledges that in such a case the Vehicle liability shall not be transferred back to the Provider, but that liability for the Vehicle shall remain with the User until proper termination pursuant to Article 9.6 of these GCC. Until such termination, the Vehicle is not considered as returned.
- 9.8 If the User is not able to return the Vehicle to a Service Area, the User must contact the Provider and the Provider is entitled to individually assess the return and if needed, specify the other location to return the Vehicle. For returning the Vehicle according to the previous sentence, the Provider is entitled to charge the User a fee in the amount set out in the Price List.
- 9.9 The Vehicle must be returned in faultless conditions, considering normal wear and tear. The Vehicle must be free from obvious damage, significant pollution or other defects that would prevent the next User from proper use of the Vehicle. If the User returns the Vehicle substantially polluted and the Provider has no announcement of this conditions, the User is obligated to compensate the Provider for the expense of cleaning the Vehicle and the related handling costs, within 15 days of receipt of the call for costs.
- 9.10 The provision of the Service and corresponding Partial Agreement will be automatically terminated by the Provider, if:
- 9.10.1 the maximum Service use time (within one Trip) of 24 hours is exceeded and the Vehicle is not active (meaning speed is equal to 0km/hr) and within the Service Area;
 - 9.10.2 the Vehicle is not active (meaning speed is equal to 0km/hr) for at least 10 minutes and within the Service Area; or
 - 9.10.3 the Service use time (within one Trip) exceeds 36 hours; in such case the Provider is entitled to damages amounting to all costs incurred to the Provider via such action, such as costs for the payment of penalties for minor offences, costs for Vehicle towing, the cost of the payment of the parking fees or the costs of for parking the Vehicle at another location; furthermore, the penalty according to the paragraph 15.1.1 of these GCC will apply.
- 9.11 The User is obliged to act and behave according to instructions defined by the Provider in the Mobile Application or Web Application. The User is obliged to use the Vehicle, its equipment, tools, accessories and documentation by usual manner with respect to the type of the Vehicle and its state.
- 9.12 Only the User, who has made a Reservation for a Vehicle with User's account, is authorized to use the Service and ride the Vehicle. The User is not allowed to let third persons, even other Users, ride the Vehicle instead of the User.
- 9.13 If the warning lights are illuminated on the display in the steering wheel of the Vehicle, The User is obliged to stop the Vehicle immediately in a secure place and contact Provider Customer Service department via (+420) 720 627 505, for more information visit Service guide at www.be-rider.com.

10. OBLIGATIONS OF THE USER

- 10.1 The User is obliged to provide true information in the scope required by the Applications, and to inform the Provider in the event that there are any changes to such data.
- 10.2 In the event that the User learns that upon its first unlocking the Vehicle is damaged, dirty or otherwise devalued, the User is required to promptly notify the Provider, including photographs of such damage, dirt or contamination. If the User does not report this condition and commences driving the Vehicle, it is assumed that the Vehicle was without defects upon its transfer, and the User cannot claim such defects retroactively.
- 10.3 Whenever the User leaves the Vehicle, the User is obliged to secure the Vehicle via the installed security elements.
- 10.4 The User is prohibited from using the Vehicle in a manner that could cause any damage to the Provider.
- 10.5 The User is entitled to exclusively use the Vehicle in Prague.
- 10.6 The User is forbidden to:
- 10.6.1 make multiple (more than two) Reservations of one or more Vehicles without ever starting the rental;
 - 10.6.2 ride or park the Vehicle on unauthorized roads, areas or premises, or on roads that are not accessible to public traffic (including also underground garage and other underground areas);
 - 10.6.3 ride under the influence of alcohol or narcotic drugs;
 - 10.6.4 ride in a state of fatigue or illness;
 - 10.6.5 transport live animals;
 - 10.6.6 transport goods or substances that are toxic, flammable and, in general, hazardous and/or breach current laws;
 - 10.6.7 perform any kind of intervention, modification, manipulation, repair or replacement of any part or accessory of the Vehicle;
 - 10.6.8 use the Vehicle to commit criminal acts or any form of vandalism, or soil or leave the Vehicle in bad condition;
 - 10.6.9 exceed the weight, quantity or volume authorized by the driving license or Vehicle's data sheet;

- 10.6.10 transport the Vehicle on board of any means of land, sea or air transport;
 - 10.6.11 facilitate or wilfully or negligently commit theft, robbery with the Vehicle;
 - 10.6.12 park the Vehicle outside the Service Area;
 - 10.6.13 park the Vehicle in places that are prohibited by applicable traffic laws;
 - 10.6.14 park the Vehicle on private premises or in places with restricted access;
 - 10.6.15 transport more than 1 passenger or any passenger if such transport would present a breach of weight limits or such passenger is under the influence of alcohol or narcotic drugs or in a state of fatigue or illness; and
 - 10.6.16 assign, sublease, rent, mortgage, pledge, sell or, in any way, give as a guarantee or dispose of the Vehicles or its accessories.
- 10.7 The User is strictly forbidden to participate with the Vehicle in any races, competitions or any other similar events or to make any changes or alterations to the Vehicle whatsoever.
- 10.8 The User may not in any way interfere with the onboard unit, on-board computer or other parts of the Vehicle.

11. PRICES FOR SERVICES, INVOICING, PAYMENT TERMS

- 11.1 The Provider will charge for the provision of the Services and is entitled to request for the User the payment of the price in accordance with the Price List.
- 11.2 The Provider is entitled to change the prices of the Services in the Price List, and the User will be informed of this fact at least 30 days before such a change comes into effect.
- 11.3 The price of the Service is calculated for each Trip according to time elapsed since the beginning of the Trip (unlocking the Vehicle via the Mobile Application) to its ending and returning the Vehicle as specified in Section 9.6 of these GCC.
- 11.4 The User will be responsible for paying any fees, parking costs, penalties, traffic fines for any breach of current applicable laws, particularly regarding traffic, motor vehicles and road safety, which occur during User's Trip.
- 11.5 All payments and fees shall be invoiced in Czech crowns.
- 11.6 Payment of the price is possible via payment by debit card or credit card entered into the Mobile Application or Web Application during the course of the registration of the User. The User may also purchase a pre-paid package of certain amount of minutes, as specified in the Price List, which the User may use for the use of the Service; in such case, the duration of the Trip in minutes will be deducted from such pre-paid package. If the duration of the Trip in minutes is higher than the amount in the pre-paid package, the remaining duration of the Trip in minutes will be paid by the User via payment by debit card or credit card as specified above; Sections 11.7 to 11.9 of these GCC apply accordingly. Other methods of paying the price for the Services are not permissible.
- 11.7 Value Added Tax, or any tax that replaces it, will be added, when applicable, to the abovementioned amounts and the User shall be informed of the total amount due before making payment.
- 11.8 The payment of the price will be due upon the ending of the Trip.
- 11.9 The User is obliged to ensure that the User has sufficient balance on User's credit or debit card. In the event that the card entity registered by the User rejects the payment, the User's account will be temporarily suspended for the duration of the non-payment and the User will be notified in order for the User to pay the outstanding amounts and reactivate User's account. A delay in the payment of the due amount for longer than 5 business days is considered a gross breach of the Framework Agreement.
- 11.10 Invoicing – receipt for the price for Services will be delivered to the User immediately after the end of the Trip, at the latest within 2 business days. Invoices are sent to User's e-mail address as a link and also provided in User's profile.
- 11.11 Several Users may use the same debit or credit card in order to pay the price of the Service. In such case, every User who uses the same debit or credit card as another User is obliged, at the Provider's request, to prove that he/she is an authorized person on the debit or credit card used for paying the price of the Service. Where a User fails to demonstrate the above fact, his/her account may be blocked temporarily. In no case shall the Provider be liable for an unauthorized use of the same debit or credit card by more Users.
- 11.12 For the purposes of group billing of the prices of the Services for several Users who belong to the system-defined group of persons (hereinafter as the "Group") (e.g. in the context of a company or a family), the Provider may issue group statements of account at the Group's request, in addition to billing of the price of the Services under Section 11.10 of these GCC. These group statements of account shall combine the billing of prices of the Services under Section 11.10 of these GCC for each User belonging to a Group, and shall be issued in the name of the person for which the Group is registered. Registration of a Group as well as adding or removing of Users belonging to a Group is done by means of a form to be sent to the Provider's email info@be-rider.com. The person in whose name the given Group is registered is responsible for updating and maintaining current data about the Group and billing data, including the list of Users belonging to such Group.
- 11.13 The following will be considered a serious breach and may result in termination of the Framework Agreement:
- 11.13.1 failure to pay for a Service in accordance with Section 11.9 of these GCC; and

11.13.2 failure to pay penalties imposed by the Provider in accordance with these GCC;
furthermore, the Provider will have right to take corresponding legal actions.

12. RESPONSIBILITY AND COMPENSATION FOR DAMAGES

- 12.1 Each of the Contracting Parties is obliged to compensate incurred damages or harm as part of valid legal regulations and the Framework Agreement. Both Contracting Parties undertake to exert maximum effort to prevent damages and minimize incurred damages and harm.
- 12.2 The User is exclusively responsible for using the Services and the activities associated therewith. The User is obliged to act with due care and to prevent possible damage or harm.
- 12.3 The Contracting Parties are obliged to pay for any damages, harm or lost profits that they cause to each other. The Provider is not responsible for damages, harm or lost profits caused by the following:
- 12.3.1 if a planned Trip is not made due to the unavailability of a reserved Vehicle;
 - 12.3.2 if a target destination is not achieved due to a Vehicle malfunction;
 - 12.3.3 conduct at variance with these GCC's;
 - 12.3.4 the planned unavailability of the Mobile Application or Web Application.
- 12.4 The Provider is not liable for injury of any nature that the User or a third party may suffer in any way due to the Service which is not directly attributable to cases of wilful intent or gross negligence on the part of the Provider to the extent permitted by applicable law.
- 12.5 Similarly, the Provider is not liable for any total or partial breach of obligations caused by fortuitous events or force majeure, including public authority actions, administrative or legal traffic restrictions, riots, demonstrations and communication interruptions.
- 12.6 The User is entitled to submit a request for a claim against the provided Services or invoicing via the Mobile Application or Web Application, or via other communication channels. As part of the claim:
- 12.6.1 The User must to provide User's name, surname, address, description of the claim, designation of facts and evidence and the form of the requested remedy.
 - 12.6.2 The User must send the claim either via the Mobile Application or Web Application, or via email to info@be-rider.com.
- 12.7 The User will be informed after the claim is received.
- 12.8 In the event that the claim does not contain all of the information necessary for the claim to be resolved, the User will be requested to supplement it within an additional time period. If it is not supplemented, the claims will be assessed as unjustified.
- 12.9 In the event that the claim is submitted properly, the claim will be resolved at the latest within 30 days from when it is properly received. In special cases the Provider will resolve the claim at the latest within 6 months from when it is received – the User will be provided this information within 30 days from when the claim is received.
- 12.10 The User acknowledges that the Applications may not be available continuously, in particular with regard to the necessary maintenance of the hardware and software equipment of the Provider or third parties.
- 12.11 Neither of the Contracting Parties is obliged to compensate damages or harm caused by a breach of their obligations arising from the Framework Agreement if it was prevented from fulfilling them by any of the impediments excluding responsibility for damages pursuant to Section 2913, paragraph 2, Civil Code.
- 12.12 The Provider does not bear any responsibility for items left in the Vehicle.

13. LIABILITY AND SPECIFIC CLAUSES

Defects

- 13.1 If a defect to the Vehicle is revealed, the User must proceed in relation to the nature of the defect and the moment it was revealed.
- 13.2 In the event of any defects, the User must go through the FAQ in the Mobile Application or Web Application and subsequently contact the Provider. Pursuant to the instructions of the Provider, the User must also take measures focused on removing the defects and recommissioning the Vehicle.
- 13.3 The User may not carry out any repair to the Vehicle in any manner other than according to the instructions of the Provider.
- 13.4 In the event that the User is not able to get in touch with the Provider, the User may directly contact the assistance services pursuant to the instructions contained in the Vehicle or in the Mobile Application.

Insured Losses / Accidents

- 13.5 If the User is involved in a traffic accident when using the Services, the User has to provide to the Provider the necessary cooperation in handling all of the administrative tasks associated with investigating the accident and dealing with the consequences, including indemnification. Failure to provide such cooperation will be considered a gross breach of the Framework Agreement.
- 13.6 In the event of an **accident with damages over 100,000 CZK**, accidents with injuries or accidents where roads, public utility equipment, the environment, or the property of a third party were damaged, or in the event of hitting an animal and its death, or in case the parties to the accident cannot ensure the flow of traffic, the User has to:
- 13.6.1 call the Police of the Czech Republic;
 - 13.6.2 refrain from any action that would be prejudicial to the proper investigation of the accident; in particular refrain from the relocation of vehicles, unless the scene of the accident must change, such as when it is necessary to rescue or treat an injured person or to restore traffic on the road; in such case the User is obliged to mark the traces;
 - 13.6.3 remain at the scene of the accident until the arrival of the police officer or to return to that location immediately after (i) providing or calling for assistance; or (ii) reporting the traffic accident; and
 - 13.6.4 send to the Provider the filled in protocol of the Police of the Czech Republic, copy of User's Driving License (or the driving license of actual driver at the time of the accident) and the name of the service centre that will repair the Vehicle, on the date of the accident.
- 13.7 The entitlement to indemnification will cease to exist if the police were not called to the accident in cases specified in paragraph 13.6 or if the User was found to have been under the influence of alcohol or other narcotic or psychotropic substance, or if the User refused to take any test for alcohol or other narcotic or psychotropic substance.
- 13.8 In the event of a **single vehicle** traffic accident **with damages up to 100,000 CZK** (e.g. an animal is hit and not killed, damage to the Vehicle at a parking lot caused by an unknown Vehicle), the User is obliged to fill in an insured loss report and send it to the Provider at the latest on the date of the accident.
- 13.9 In the event of an **accident not falling under paragraphs 13.6 and 13.8 of these GCC**, the User has to:
- 13.9.1 fulfil the obligations as specified in paragraph 47 of the Act No. 361/2000 Coll., Road traffic Act, as amended; especially fill in a European Accident Statement with the designation of the guilty party of the traffic accident and with as much detail as possible, including descriptions of the damage and the circumstances in which it was caused; if the parties to the accident do not come to an agreement on who the guilty party of the traffic accident is, determine the guilty party with the cooperation of the Police of the Czech Republic.
 - 13.9.2 send to the Provider the filled in European Accident Statement, copy of User's Driving License (or the driving license of actual driver at the time of the accident) and the name of the service centre that will repair the Vehicle, on the date of the accident.
- 13.10 In the event of **vandalism or theft** of the Vehicle or part thereof, the User is obliged to ensure the investigation of such an insured loss by the Police of the Czech Republic (158), and to fill in an insured loss report and send it to the Provider at the latest on the date of the incident.
- 13.11 **In all cases pursuant to this Article, the User is obliged to immediately contact the Provider.**
- 13.12 In the event of a traffic accident caused by the User and covered by the insurance company insuring the Provider, the User is obliged to pay the damages up to the amount of the deductible not covered by the insurance company, i.e. up to the amount of 5% of the amount of damages, at least 5,000 CZK. In the event that the insurance company decides not to pay the insured loss, the User is obliged to pay for the damages in the full amount.
- 13.13 The User is obliged to prove that the User did not cause the accident via a police protocol on the accident, the decision of an administrative body or via a valid declaration of other participants of the accident that they were fully responsible for the accident.
- Insurance and Liability**
- 13.14 Excluded from the insurance coverage of the Provider and, therefore, the full liability of the User, are: (i) injury to persons and damage to objects caused by wilful intent or negligence; (ii) injury to persons and damage to objects caused by a driver or rider other than the User; (iii) loss of or damage to Vehicle accessories (such as the helmet, top box, mirrors, USB input, etc.); (iv) the theft or robbery of personal items left inside the vehicle; (v) punctures or blowouts caused by the use of the User's vehicle; as well as (v) own or third-party damage that may occur as a result of riding the Vehicle in a manner contrary to traffic, motor vehicle and road safety laws.
- 13.15 Not in general covered by the insurance and, therefore, the full liability of the User, is any damage caused by negligent or wilful action on the part of the User, such as poor care of the Vehicle, improper or illicit use, distraction or drowsiness while riding, causing damage to the Vehicle intentionally, concealing damage caused to the Vehicle in a culpable manner; this being a demonstrative list that does not constitute a closed list of cases.
- 13.16 For avoidance of the doubt, the Contracting Parties agreed that the Provider is not liable for any damage caused to the User to the maximum extent possible under the applicable law. Furthermore, if the damage is caused to third persons, such as riders other than the User, the User is obliged to compensate these third persons or the Provider for this damage.

- 13.17 In the the User breaches any obligation imposed by applicable traffic laws, the User is liable for any damage caused to the Vehicle, for which the Provider shall invoice the User for the amount of the damage caused.
- 13.18 In the event that Provider receives a claim for loss or damage as a result of an accident or breach of applicable laws without having received notification and the documentation by the User was using the Vehicle at the time of the accident or breach of applicable laws, the Provider reserves the right to demand the costs relating to the claim and suspend the Service.
- 13.19 In any of the cases mentioned above and in the event of breach of or irregular compliance by the User with the obligations indicated in the GCC, and, in particular, in the event of lack of diligence or blame, negligence and bad practice, the User is exclusively and personally liable for any loss and/or damage suffered by the Vehicle, its occupants or any third parties.
- 13.20 The User accepts liability for any damage caused to the Vehicle during its use and undertakes to inform the Provider, should any occur, using the channels provided for this purpose.
- 13.21 In the cases mentioned above, the User authorises any invoicing for repair costs or other costs resulting from any damage incurred.
- 13.22 In the event of theft, loss, mislaying or abandonment of the Vehicle during the Service, the User is required to pay the Provider the amount established in these GCC.
- 13.23 The User must act diligently to prevent as far as possible any damage to the Vehicles and take any steps necessary to clarify the incident. This particularly includes the obligation to respond truthfully and completely to the Provider's questions regarding the circumstances of the incident and not to leave the scene until the necessary verifications have been carried out in order for the Provider to assess the incident.
- 13.24 The Provider, in compliance with its legal obligations and as required by law, reserves the right to report the User to the competent public authority for committing an administrative offence or crime while riding or parking the Vehicle.
- 13.25 Failure to pay any penalties and/or fines shall result in the suspension and/or termination of the Framework Agreement between the User and the Provider, who may also claim such amounts, take the steps it deems appropriate to seek compensation for damage caused and formulate any claims that it considers applicable in the corresponding jurisdiction.

14. PROTECTION OF PERSONAL DATA

- 14.1 The Privacy Policy is included in a separate document that is Annex No. 1 to these GCC. The Contracting Parties agreed that the Provider is obliged to keep any information provided in Annex No. 1 to these GCC up to date and therefore the change of the Annex No. 1 is not subject to restrictions and related rights of the User pursuant to paragraph 19.1 of these GCC; the Provider is entitled to change the Annex No. 1 at any time.

15. PENALTIES

- 15.1 The Contracting Parties have agreed that:
- 15.1.1 If the User breaches User's obligations (without a serious reason) relating to the return of the Vehicle back to the Service Area, the User is obliged to pay the contractual penalty in the amount of 500 CZK for each such breach of obligations.
- 15.1.2 If the User causes loss of the battery of the Vehicle or destruction of the battery of the Vehicle, the User is obliged to pay the contractual penalty in the amount of 20,000 CZK for each such damaged or lost battery.
- 15.1.3 If the User causes extraordinary soiling of the Vehicle, the User is obliged to pay the contractual penalty in the amount of 200 CZK for each soiled Vehicle.
- 15.1.4 In the event the User fails to render assistance to the Provider in identifying defects or damages caused to a Vehicle previously used by the User under these GCC, the User is obliged to pay a contractual penalty in the amount of 500 CZK for each case of such breach.
- 15.1.5 If the User causes any minor damage to the Vehicle as a result of violation of the obligations of the User from the GCC, the User is obliged to pay the contractual penalty in the amount of 500 CZK for each violation.
- 15.1.6 If the User hands over User's login to third party, the User is obliged to pay the contractual penalty in the amount of 10,000 CZK for each violation.
- 15.1.7 If the User breaks, loses or intentionally does not return helmet as an accessory to the Vehicle, the User is obliged to pay the contractual penalty in the amount of 1,100 CZK for each lost or intentionally not returned helmet.
- 15.1.8 If the User parks the Vehicle outside designated parking spaces and Provider will have to re-park such Vehicle, the User is obliged to pay the contractual penalty in the amount of 1,000 CZK for each occurrence.
- 15.1.9 If the User causes the Provider to carry out a service trip regarding the Vehicle, the User is obliged to pay the contractual penalty in the amount of 1,000 CZK for each damaged or stolen Vehicle.
- 15.1.10 If the User causes the Vehicle being damaged or stolen, the User is obliged to pay the contractual penalty in the amount of 80,000 CZK for each damaged or stolen Vehicle.

- 15.1.11 If the User causes the Provider to be fined with speeding ticket or any other fines, the User is obliged to pay the contractual penalty in the amount of 600 CZK for each ticket or other fine.
- 15.1.12 If the User repeatedly (therefore two or more times in a row and more than 2 times within 30 days) misuses the courtesy minutes as specified in paragraph 7.3 of these GCC, the User is obliged to pay the contractual penalty in the amount of 100 CZK for each such misuse.
- 15.1.13 If the User breaches User's obligations specified in paragraph 9.5 of these GCC, the User is obliged to pay the contractual penalty in the amount of 1 000 CZK for each such breach of obligations.
- 15.1.14 If the User breaches User's obligations specified in paragraph 10.5 of these GCC the User is obliged to pay the contractual penalty in the amount of 5 000 CZK for each such breach of obligations.
- 15.1.15 If the User breaches User's obligations specified in paragraphs 10.6.2, 10.6.3 and/or 10.7 of these GCC, the User is obliged to pay the contractual penalty in the amount of 10 000 CZK for each such breach of obligations.
- 15.1.16 If the User breaches User's obligations specified in paragraph 10.8 of these GCC, the User is obliged to pay the contractual penalty in the amount of 50 000 CZK for each such breach of obligations.
- 15.1.17 If the User breaches User's obligations to provide documents specified in paragraphs 13.6.4, 13.9.2 or 13.10 of these GCC, the User is obliged to pay the contractual penalty in the amount of 3 000 CZK for each such breach of obligations.
- 15.2 In the event that the User causes damage to the Vehicle by damaging or breaking any of the Vehicle Parts specified in the Price List or causes loss or damage to the First Aid Kit, the Vest, the Phoneholder or the Motorcycle documentation, the User is obliged to compensate the Provider according to the respective amounts for each damage caused specified in the Price List.
- 15.3 In the event that the Provider incurs any costs for the removal of damage that was caused by the User to the Vehicle or in relation to the use of the Vehicle, the Provider is entitled to re-invoice the reasonably incurred costs to the User and the User is obliged to pay them within 15 days from the delivery of the request to the make the payment.
- 15.4 Contractual penalties are due within 30 days as of the date of the delivery of the written request of the eligible Contracting Party to the obliged Contracting Party, unless a longer deadline is specified in the request.
- 15.5 Unless stipulated otherwise hereafter, the payment of any agreed contractual penalty will not absolve the obliged Contracting Party of the duty to fulfil its obligations.
- 15.6 The Contracting Parties agreed that the § 2050 of the Civil Code will not apply.
- 15.7 In the event that the User breaches these GCC, the User may be placed on a so-called Black List, of which the User will be informed. If the User is placed on the Black List, the User will not be able to use the Services. It is entirely up to the Provider whether the User will be placed on the Black List.

16. PROVIDING COOPERATION AND COMMUNICATION

- 16.1 The Contracting Parties undertake to cooperate with each other and provide to each other all of the information necessary for the proper fulfilment of their obligations from these GCC. The Contracting Parties are obliged to inform each other of all facts that are or could be important for the proper fulfilment of the Framework Agreement.
- 16.2 The Contracting Parties are be obliged to fulfil their obligations arising from these GCC in such a way that they are not overdue in the fulfilment of individual deadlines or overdue in paying potential monetary liabilities.
- 16.3 For the purposes of any kind of notification, the Provider provides the following addresses and forms of communication:
- Via Mobile Application or Web Application
 - Jankovcova 1587/8D, 170 00 Prague 7
 - info@be-rider.com
 - (+420) 720 627 505
- 16.4 All notifications between the Contracting Parties that relate to these GCC, or which are to be made on the basis of these GCC must be in writing and delivered to the other Contracting Party either via email or via the Mobile Application or Web Application.
- 16.5 The Contracting Parties undertake that in the event of changes to their postal addresses or email addresses, they shall inform the other Contracting Party of such a change at the latest within 10 business days.

17. RESOLVING DISPUTES

- 17.1 The rights and obligations of the Contracting Parties arising from these GCC are governed by the Civil Code and by the other relevant legal regulations of the Czech Republic.

- 17.2 The Contracting Parties have agreed that neither of them is entitled to assign their rights and obligations arising from these GCC to a third party without the prior written consent of the other Contracting Party.
- 17.3 The Parties undertake to make every effort to eliminate mutual disputes arising on the basis of these GCC, or in relation thereto, including disputes about their interpretation or validity, and to endeavour to amicably resolve these disputes firstly through meetings between their contact persons or authorized representatives.
- 17.4 If they are not resolved amicably, all disputes arising from these GCC, or in relation thereto, including disputes about their interpretation or validity, will be decided on in accordance with legal regulations before competent general court.

18. VALIDITY AND EFFECT OF THE AGREEMENT

- 18.1 The Framework Agreement will become effective on the date it is concluded. The Framework Agreement is concluded for an indefinite period of time.
- 18.2 Each of the Contracting Parties is entitled (even without providing a reason) to terminate the Framework Agreement immediately. However the User will not be refunded any fee or payment for the Services.
- 18.3 The Provider is entitled to immediately withdraw from the Framework Agreement in the event of a gross violation of the Framework Agreement by the User. A gross violation of the Framework Agreement will be considered primarily, but not exclusively, activities with which Article 15 of these GCC associates the establishment of an entitlement to a contractual penalty.
- 18.4 Once the Service cancellation process is complete, the User's account will be deactivated and the User will not have access to the Service.
- 18.5 The performance mutually provided by the Contracting Parties pursuant to the Framework Agreement before the effect of withdrawal from the Framework Agreement is not unjust enrichment of the Parties.
- 18.6 Upon the termination of effect of the Framework Agreement, provisions on information protection, applicable law and the settlement of disputes shall not be affected, nor any other provisions and claims from the nature of which arises that they should last after the expiry of this Framework Agreement.

19. CLOSING PROVISIONS

- 19.1 These GCC and/or the Price List may be amended on the basis of a unilateral act on the part of the Provider. The Provider is obliged to inform the User of such amendments by publishing information in the Application, at least 30 days before the effect of the amendment. Amendments are subject to the proper implementation of notifications pursuant to the preceding sentence of this provision, always effective as of the date stated in the amended document. In the event that the date of effect is not stated in the amended document, the amendments to the document will become effective on the first day of the month following the expiration of the time period pursuant to the second sentence of the provision. In the event of substantial GCC amendments, the User will be entitled to give notice to the Framework Agreement without providing any reason.
- 19.2 In the event of inconsistency or discrepancy between the English version and the Czech version of these GCC, the English language version shall prevail.

Annex no. 1 to these GCC

PRIVACY POLICY

1. INTRODUCTION

We have prepared this Privacy Policy to inform you how we collect, process, use and protect your personal data, and thus help protect your privacy.

We process your personal data in accordance with valid legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“**GDPR**”) and Act No 480/2004, on Certain Information Society Services, as amended.

At the same time we would like to explain to you, through this Privacy Policy, the most important terms and processes we use to protect your personal data, and to answer questions you may have in connection with the collection, processing and storing of your personal data.

2. OUR APPROACH

We consider personal data protection to be very important and we pay close attention to it.

You may thus be sure that we treat your personal data with due care and in accordance with valid legislation, and that we protect your personal data to the maximum possible extent using the corresponding technical standards.

We recommend you read this Privacy Policy carefully to fully understand how we protect your personal data.

3. LEGAL TITLES FOR PROCESSING YOUR PERSONAL DATA

We obtain your personal data from you and further process them solely within the necessary scope and for the fulfilment of the respective purpose. We process your personal data in particular in connection with the performance of a concluded contract and the provision of our services, and potentially based on our legitimate interest, our legal obligation or your consent. When certain conditions are met you may request erasure of the processed personal data (see chapter “**5. Your rights**”).

We obtain the personal data within the necessary scope already at the conclusion of a framework agreement on the provision of the BeRider service, and we obtain additional personal data from you during the term of the contractual relationship. This is because without such data we would not be able to meet your requirements and conclude the agreement in question with you, in particular with regard to compliance with our legislative obligations, but also with regard to the protection of our legitimate interests.

The main titles for the processing of your personal data are:

- **Consent** – you grant your consent for one or more specific purposes (for example for the sending of commercial communication by third parties). We observe the following rules when obtaining your consent to the processing of your personal data: (i) we will always secure individual consents to the processing of your personal data, meaning the granting of consent will not be part of a contract or other agreement, (ii) the text of the consent will always be intelligible, (iii) consent will always be actively granted by you and no boxes will be checked for you in advance, (iv) you will grant your consent separately for each purpose.
- **Performance of a contract** – in this case we need your personal data for the purposes of entering into a contractual relationship and its subsequent performance, possibly also before conclusion of the contract.
- **Compliance with a legal obligation** – in this case we need your personal data for the purpose of their processing for compliance with our legislative obligation as controller.
- **Legitimate interest** – the processing of your personal data would be necessary for the purposes of our legitimate interests, however except where such interests are overridden by your interests or fundamental rights and freedoms.

4. PURPOSES OF PERSONAL DATA PROCESSING

As we have already mentioned in chapter “**3. Legal titles for processing your personal data**”, it is necessary that all our processing of your personal data is based on a legal title and is carried out for a particular purpose.

The purposes for which we will process your personal data, and the legal titles for us to do so, are the following:

- **Registration of a user and maintenance of his/her account on the BeRider platform** – the legal title is the entry into a contract with you and performance of the obligations arising from that contract.
- **Provision of a scooter rental service within the BeRider project** – the legal title is the entry into a contract with you and the performance of the obligations arising from that contract.
- **Registration and archiving of personal data of BeRider platform users** – the legal title is our legitimate interest in securing protection for us against possible claims raised against us and the protection of our rights and legal claims.
- **Sending of commercial offers for our products and services and news** – the legal title is our legitimate interest since we would like to offer you our products and services, as well as provide you with up-to-date information.
- **Creation of analyses, surveys and statistics** – the legal title is our legitimate interest in ensuring the proper functioning of the services we provide and in improving of quality of those services.
- **Compliance with our legal obligations** – the legal title is compliance with our legal obligations, in particular in taxation and accounting.

5. YOUR RIGHTS

The protection of personal data would of course not be complete if you had no rights in relation to such protection. Below you can find your rights connected with the personal data protection together with practical explanations of their application:

- **The right to withdraw your consent** allows you to withdraw any prior consent to the processing of personal data. In such case we will not process your personal data for that purpose any longer. However, withdrawal of consent will not affect the lawfulness of processing based on such consent before its withdrawal.
- **The right to access personal data** – you have the right to request us to inform you about whether we process your personal data and, where that is the case, in what scope. You also have the right to request a copy of the processed personal data. If you request a copy, we must also inform you of the purpose of the processing, any recipient of the processed personal data and possibly other related information.
- **The right to correction** allows you, for example, to request us to modify any of your personal data that we process, if there has been a change to them (for example a change of surname, address etc.).
- **The right to erasure** or the “right to be forgotten” imposes on us, as controller, the obligation to erase your personal data in the following cases:
 - the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed (for example after the termination of a contractual relationship),
 - you withdraw your consent to the processing of your personal data and there is no other legal ground for processing your personal data (for example the withdrawal of marketing consent provided that you do not have, for example, a contractual relationship with us),
 - you object to the processing (provided that your objection is acceptable and there is no legal ground for the processing of your personal data),
 - the personal data have to be erased to comply with valid legislation (for example an obligation to shred).
- **The right to object** is similar to the right to withdraw consent, and may be exercised if the personal data are processed based on a legitimate interest (for example for the purpose of protection of our property). You may also object if your personal data are processed for the purpose of direct marketing. In justified cases your personal data will be erased after your objection is recognized and we will not process them any longer.
- **The right to data portability** if you request us to transfer your personal data to another controller, we must provide such data in a structured, commonly used and machine-readable format. You may exercise this right only if the processing is based on consent or on a contract and at the same time the processing is carried out by automated means, meaning processing carried out solely by technical means based on a predefined algorithm and without any human intervention.

6. RULES FOR SHARING YOUR PERSONAL DATA WITH THIRD PARTIES

The rules, according to which we share your personal data with our processors, are divided into two basic categories.

The first category includes sharing of personal data within the European Union and European Economic Area; the second category includes sharing to third countries outside the European Union and European Economic Area and sharing with international organizations.

In order to share your personal data with a processor within the European Union and European Economic Area, we ensure that:

- the personal data are shared for a particular purpose (for example the preparation of a marketing campaign),
- only a clearly determined and necessary scope of personal data are shared,
- such transfers are based on duly concluded data processing agreements,
- the transfers are secure (using encryption, pseudonymisation etc.).

If we share your personal data to third countries outside the European Union and European Economic Area and/or to international organizations, we will do so solely with entities having their seat in countries that the European Commission has decided ensure an adequate level of personal data protection, or based on standard contractual clauses, i.e. model contracts issued by the European Commission.

7. CATEGORIES OF PERSONAL DATA

Here you can find the separate personal data categories and the data we include in them:

- **Identification data:** name, surname, place of residence, date of birth, application login.
- **Contact data:** correspondence address, telephone number, e-mail address.
- **Data on the BeRider platform account:** your login, encrypted password (hash), login time, and actions in the platform after logging in.
- **Scooter information:** scooter make, model, production year, colour, license plate, VIN code and MOT certificate.
- **Reviews and related communication:** responses in surveys, complaints / suggestions / proposals / requests / inquiries and their handling, service requirements, evaluation records.
- **Data concerning the use of services:** riding history, including related information (journey duration, locality), records of mutual communication, e-mail communication, behaviour or browsing / clicking / searching and listening / browsing relating to the Internet / e-mails / media / applications, information obtained through feedback / surveys / comments / proposals / complaints in relation to the controller, agreement / disagreement with a type or form of communication.
- **Data about internal control and investigation:** internal system logs.
- **Documents:** driving license data, identity card data, including scans or photographs of such documents, and credit card number, including validity dates and security code.
- **Photographs:** photograph from the driving license or identity card.
- **Location data:** location data based on GPS, location data derived from other operations.
- **Online identifiers:** Mac address, IP address, Device Fingerprint, cookies or similar technology, browser information.

8. CONTACT FOR QUESTIONS OR IF YOU ARE UNCERTAIN ABOUT ANYTHING

Should you be uncertain about any part of this Privacy Policy or should you have any question or comments regarding the protection of your personal data, please do not hesitate to contact the ŠKODA AUTO DigiLab Data Protection Officer: dpo@skodaautodigilab.com, www.skodaautodigilab.com.

9. SUPERVISION

We pride ourselves on complying with all determined and binding rules and security measures when processing your personal data, and we trust you will never be dissatisfied with our behaviour towards you.

If, however, you find that you still disagree with how we process your personal data, you may contact:

Office for Personal Data Protection

address: Pplk. Sochora 27, 170 00 Prague 7

tel.: 234 665 111

web: www.uoou.cz

Information on personal data processing in the BeRider platform

We - ŠKODA AUTO DigiLab s.r.o., with registered office at Jankovcova 1603/47a, Holešovice, Prague 7, post code 170 00, company identification No: 05976359, incorporated in the Companies Register kept by the Municipal Court in Prague under file No C 274001 (hereinafter referred to as “ŠKODA AUTO DigiLab”), and BeRider s.r.o., with registered office at Jankovcova 1587/8d, Holešovice, Prague 7, post code 170 00, company identification No: 08073198, incorporated in the Companies Register kept by the Municipal Court in Prague under file No C 312533 (hereinafter referred to as “BeRider”) – as joint controllers hereby provide you with information on personal data processing and on your rights related to this processing.

The processing is carried out as part of the following activities:

1. Purpose of the processing:

User registration and maintenance of his/her account in the BeRider platform

Purpose of the processing:

We process your personal data in order to register you as a user of the BeRider platform and maintain your account.

Legal basis for the processing:

We must carry out the processing in order to conclude a contract with you, respectively to perform a contract you have concluded, and to provide you with access to the BeRider platform. The provision of your personal data is necessary for the conclusion of the contract, and if you do not provide the data a contract will not be concluded or it will not be possible to perform an already concluded contract.

Categories of personal data we process:

Identification data; contact data; data about the account in the BeRider platform; scooter information; data about the use of services; photographs; documents; reviews and related communication; online identifiers.

Period of processing and archiving:

We process and archive the personal data for the term of the framework agreement for providing our services concluded with you, or for the period of performance of obligations arising from the agreement.

Categories of other processors or recipients to which we may provide the personal data:

ŠKODA AUTO a.s.; service agencies, marketing agencies, analytics and statistics companies.

Your personal data may be provided upon request to public authorities, in particular to courts, the Police of the Czech Republic and other law enforcement authorities in the necessary scope and within the limits of the law.

Origin of personal data:

Directly from you or from your use of the BeRider platform.

2. Purpose of the processing:

The provision of a scooter rental service within the BeRider project

Purpose of the processing:

In connection with your registration as a person authorized to use BeRider platform services, we process your personal data in order to provide our service, comprising of short-term scooter rental to you, respectively to perform a contract you have concluded with us.

Legal basis for the processing:

We must carry out the processing in order to conclude a contract with you, respectively to perform a contract you have concluded. The provision of your personal data is necessary for the conclusion of a contract, and if you do not provide the data it will not be possible to conclude a contract or to perform an already concluded contract.

Categories of personal data we process:

Identification data; contact data; data about the account in the BeRider platform; scooter information; data about the use of services; photographs; documents; location data; related communication.

Period of processing and archiving:

We process and archive the personal data for the term of the framework agreement for providing our services concluded with you, or for the period of performance of obligations arising from the agreement.

Categories of other processors or recipients to which we may provide the personal data:

The providers of other related services, in particular the operator of the sharing application, TORROT ELECTRIC EUROPA, S.A.

Your personal data may be provided upon request to public authorities, in particular to courts, the Police of the Czech Republic and other law enforcement authorities in the necessary scope and within the limits of the law.

Origin of personal data:

Directly from you or from your use of the BeRider platform.

3. Purpose of the processing:

The registration and archiving of personal data of BeRider platform users

Purpose of the processing:

If you want to enter into a contract with us, if a contract has been concluded, and also if a contract is terminated, e.g. also in the form of cancellation of your registration, we will continue processing your personal data within the scope necessary for our protection against possible claims raised against us and the protection of our rights and legal claims, in particular in judicial, out-of-court or enforcement proceedings.

Legal basis for the processing:

We have a legitimate interest in carrying out this processing. Such legitimate interest rests in protection against possible claims raised against us and protection of our rights and legal claims.

Categories of personal data we process:

Identification data; contact data; data about the account in the BeRider platform; scooter information; data about the use of services; reviews and related communication; data about internal control and investigation; photographs; documents; location data; online identifiers.

Period of processing and archiving:

We process and archive the personal data for the term of your contractual relationship with us and further for 16 years after termination of a concluded contract. In the event of initiation of judicial, administrative or other proceedings, we will process your personal data within the necessary scope for the term of such proceedings.

Categories of other processors or recipients to which we may provide the personal data:

The operator of the sharing application, TORROT ELECTRIC EUROPA, S.A. and providers of other related services (e.g. Spinoco Czech Republic, a.s.)

Your personal data may be provided upon request to public authorities, in particular to courts, the Police of the Czech Republic and other law enforcement authorities in the necessary scope and within the limits of the law.

Origin of personal data:

Directly from you or from your use of the BeRider platform.

4. Purpose of the processing:

The sending of commercial offers of our products and services and news

Purpose of the processing:

We process your data in order to inform you of commercial offers of our products and services and of news in relation to the BeRider platform.

Legal basis for the processing:

We have a legitimate interest in carrying out this processing. Such legitimate interest rests in our interest in providing you with up-to-date information and offering you our products and services, which are relevant for you and in which you might be interested.

Categories of personal data we process:

Identification data; contact data; data about the account in the BeRider platform; data about the use of services; reviews and related communication.

Period of processing and archiving:

We process and archive your personal data for the term of your contractual relationship with us and further for 1 year after termination of a concluded contract.

Categories of other processors or recipients to which we may provide the personal data:

Marketing agencies, analytics and statistics companies.

Your personal data may be provided upon request to public authorities, in particular to courts, the Police of the Czech Republic and other law enforcement authorities in the necessary scope and within the limits of the law.

Origin of personal data:

Directly from you or from your use of the BeRider platform.

5. Purpose of the processing:**Creation of analyses, surveys and statistics****Purpose of the processing:**

In order for us to duly ensure the functioning of the services we provide and to improve the services, we need to process information on their use, including personal data, to create analyses, surveys and statistics. If the contract with you is terminated, e.g. also in the form of cancellation of your registration, we will continue processing your personal data but only within the minimum scope necessary for the creation of surveys and statistics.

The legal basis for the processing:

We have a legitimate interest in carrying out of this processing. Such legitimate interest rests in ensuring the proper functioning of the services we provide and in improving the quality of such services.

Categories of personal data we process:

Identification data; contact data; data about the account in the BeRider platform; scooter information; data about the use of services; reviews and related communication; data about internal control and investigation; location data; online identifiers.

Period of processing and archiving:

We process and archive your personal data for the term of your contractual relationship with us and further for 3 years after termination of a concluded contract.

Categories of other processors or recipients to which we may provide the personal data:

Analytics and statistics companies.

Your personal data may be provided upon request to public authorities, in particular to courts, the Police of the Czech Republic and other law enforcement authorities in the necessary scope and within the limits of the law.

Origin of personal data:

Directly from you or from your use of the BeRider platform.

6. Purpose of the processing:**Compliance with our legal obligations****Purpose of the processing:**

Selected legislation impose obligations on us which we must comply with and which comprise in the processing of your personal data. We will therefore process your personal data, but only in the necessary scope and only for the period determined below.

The legal basis for the processing:

We process your personal data based on the legal title of compliance with our legal obligations, in particular in taxation and accounting.

Categories of personal data we process:

Identification data; contact data; data about the account in the BeRider platform; data about the use of services.

Period of processing and archiving:

We process and archive your personal data for the term for which the applicable legislation requires us to process them.

Categories of other processors or recipients to which we may provide the personal data:

Your personal data may be provided upon request to public authorities, in particular to courts, the Police of the Czech Republic and other law enforcement authorities in the necessary scope and within the limits of the law.

Origin of personal data:

Directly from you or from your use of the BeRider platform.



What are your rights?

In regard to the processing of your personal data you have the following rights:



Access to processed personal data.



Correction of inaccurate or incorrect data or completion of incomplete data.



Erasure of personal data in the event of extinction of the purpose for the processing or in the event of unlawful processing.



Restriction or blocking of processing of the personal data.



An extract from the personal data in a structured and machine-readable format for you or for another controller.



Objection to the processing of the personal data if you think the processing is not legitimate.



Not to be a subject of automated decision-making.



How can you exercise your rights?

You may use the following contacts to communicate with ŠKODA AUTO DigiLab and BeRider regarding personal data protection:



E-mail address:

dpo@skodaautodigilab.com

or



Postal address:

ŠKODA AUTO DigiLab s.r.o.
Jankovcova 1603/47a
170 00 Prague 7 – Holešovice

In connection with the exercise of your rights, ŠKODA AUTO DigiLab and BeRider may require reasonable payment not exceeding the costs for the settlement of the request, where such request is manifestly unfounded or excessive.



Data Protection Officer

Should you have any questions concerning personal data protection you contact the ŠKODA AUTO DigiLab Data Protection Officer.



www.skodaautodigilab.com



dpo@skodaautodigilab.com



Lodging a complaint

If you do not agree with how we process your personal data, to protect your rights you may lodge a complaint with the ŠKODA AUTO DigiLab Data Protection Officer or lodge a complaint with the supervisory authority.



Office for Personal Data Protection, Pplk.
Sochora 27, 170 00 Prague 7



+420 234 665 111



<http://www.uouu.cz/>