

## **INFORMATIVE NOTE**

### **Identity of the professional and purpose of the information**

The present information note has been arranged by Idribk Spain SL, with registered office at Ronda de Sant Pere, 16, 08010, Barcelona, Spain, CIF number B67515601, email support.es@ridemovi.com, Registered in the Mercantile Registry of Barcelona in Volume 47081, Folio 193, Section General, Sheet 540481 (hereinafter, "IDRI") in compliance with art. 97 of Spanish Law for the defense of Consumers and Users (R.D.L. 1/2007, 16<sup>th</sup> November).

This information note provides the main elements of the terms and conditions governing the Application, websites, contents and services operated in Spain under the trademark Movi, that enable Users to find, reserve Movi bicycles, e-bikes and scooters (here in after referred to as, the "Contract").

### **Object**

The Contract concern the sale by IDRI of the services of localization, booking, unlocking and rental of bicycles provided IDRI and which are available for booking at the time of User access to the Application ("Service")

### **Terms of conclusion of the contract.**

The Contract is executed via the step-by-step procedure available on the Application.

The Contract shall be deemed executed upon the of the acceptance, by the User, of the Terms and Conditions fully available at the following link: <https://www.ridemovi.com/terms>

A copy of the Terms and Conditions and of this Information Note shall be filed in the area of the Application reserved to the viewing by the User. You can download these Terms and Conditions by following this link: <https://www.ridemovi.com/terms>

### **Charges and Payments**

The User may purchase the Services by charging on a consumption basis, season ticket or, on a flat rate basis by means of the Passes. In addition, according to the terms and pricelist in force from time to time , IDRI reserves the right to request the payment of a security deposit which shall be collected, before the release of the Vehicles, from the preferred payment method indicated in the User's Account.

The charging period will commence when the Movi Vehicle is unlocked.

The charging period ends when the Movi Vehicle is locked. The start and the end of the charging period constitute one trip. Payments may be made by credit or debit card or other electronic means.

The User will be charged for each trip on a Movi Vehicle according to the rate and price list applicable at the time of the trip. Details of the prices, fines, charges and security deposit are available on the Application, by signing in with the User's account. The User shall not use Services if he/she doesn't intend to accept the prices, charges or security deposit.

## **Refusal, Suspension and Termination of Account**

The User may terminate the respective contractual relationship and so terminate the Account at any time.

The User may terminate the Account by contacting IDRI at support.es@ridemovi.com

If at any time the User does not comply with these Terms and Conditions and/or any applicable laws or regulations while using the Services, IDRI reserves the right to terminate or suspend the User's use of the Services, including the hire of Movi Vehicles, to terminate the contractual relationship and consequently to close the User's Account.

Where the Account is terminated by the User, the security deposit will be refunded and any outstanding credit on the User's Account once all deductions have been made for outstanding amounts owed through use of the Services. For sums spent on purchase of the Passes, refund will be granted to the User only if the termination of the Account is in compliance with the conditions referred to in paragraph 6 below. If the account is canceled upon choice of IDRI for reasons others than the breaches of the Terms and Conditions by the User, IDRI will refund to the User also the sums spent on the purchase of the Passes, except the deduction proportional to the days of use of the Pass and/or the different unit fractions, if any, provided for. In any case, any outstanding amounts will be refunded within and no later than 14 days.

## **Withdrawal and purchase of the Passes**

The User who is a consumer may start to use the Services after the expiration of the 14 days withdrawal period from the execution of the contract granted by article 52 of d.lgs. 206/2005; however, the consumer may start to use the Services before the expiration of the withdrawal period in case he/she expressly request.

In case the User is a consumer, he/she may, within 14 days from

i) the execution of the contract and/or

ii) in case of purchase of the Pass, from such purchase,

exercise the right of withdrawal from the relevant purchase. The withdrawal may be exercised by e-mail to the following address support.es@ridemovi.com, indicating the personal data of the User, the Pass, if any, from which he/she intends to withdraw and the date of his purchase, by using the withdrawal format the end of this document.

## **Applicable Law**

Terms and Conditions and the use of the Services by the User are governed by Spanish law.

The User accepts that, unless proven otherwise, in the event that they request the issuance of an invoice for the Services provided, these Services will be considered contracted for professional purposes; not being applicable, in that case, the regulations regarding consumers and users legally established.

## **Complaints and disputes**

Any complaints should be made to support.es@ridemovi.com. If the User considers that his claim has not been satisfactorily managed, the European Commission offers a platform for alternative dispute resolution, which can be accessed from here: <https://ec.europa.eu/consumers/odr/>.

These Terms and Conditions and the use of the Services by the User are governed by Spanish law. In the event the User is qualifiable as a consumer, for any possible dispute in any way caused by these Terms or connected to them or arising from them, the Court of the place of residence or domicile chosen by the User in the Spanish territory shall have exclusive jurisdiction.

## **TERMS AND CONDITIONS FOR USERS**

In compliance with the provisions of article 10 of Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce, we inform all users of the website [www.ridemovi.com](http://www.ridemovi.com) (the "Website"), the Application and the Service, that the owner of the same is the company Idribk Spain SL, with registered office at Ronda de Sant Pere, 16, 08010, Barcelona, Spain, CIF number B67515601, email [support.es@ridemovi.com](mailto:support.es@ridemovi.com), Registered in the Mercantile Registry of Barcelona in Volume 47081, Folio 193, Section General, Sheet 540481 (hereinafter, the "Company"). Through the Application, the Company offers its Users the service of use and rental of Movi Vehicles within the service area defined by the Company, subject to the availability of the vehicles and possible associated services.

By using this Application and/or the Service, the User agrees to comply with and be bound by the following terms and conditions (hereinafter, the "Terms and Conditions"). The use of the Application and/or the Service attributes the condition of User and, notwithstanding that the User is required to expressly accept it, implies full acceptance of each and every one of the rules and policies published on the Website, including these Terms and Conditions.

**I. Provisions General Terms and Conditions. Terms of conclusion of the contract. Unilateral amendments. Presumption purchase for the exercise of professional activity**

1. These Terms and Conditions ("**Terms**" or "**Terms and Conditions**") govern the access or use by the user (the "User") of applications, contents, products and services ("**Services**") commercialized and sold by Idribk Spain S.L. (here in after "**IDRI**") under the trademark "Movi" in Spain ("**Territory**").
2. The User shall read these Terms carefully before registering on the application made available to him/her in order to access to the Services ("**Application**") and in any case before accessing to, or using the Services. Access to and use of the Services constitutes and implies acceptance of these Terms. Our staff, contractors and agents have no authority to make individual exceptions or amendments to these Terms.
3. The Contract will be formalized through the corresponding application owned by Idribk Spain S.L. (the "Application"), which serves, among others, as a means of access for the reservation and use of leased vehicles, as well as for registering as Users and accepting these Terms and Conditions. For more information regarding the technical characteristics and operation of the Application, see our website.

The contract shall be deemed executed upon the acceptance, by the User, of this Terms and Conditions.

A copy of these Terms and Conditions shall be filed in the area of the Application reserved to the viewing and download by the User.

The User who is a consumer may start to use the Services after the expiration of the 14 days withdrawal period from the execution of the contract granted by article 52 of d.lgs. 206/2005; however, the consumer may start to use the Services before the expiration of the withdrawal period in case he/she expressly request by flagging the specific option in the App.

4. The Company expressly reserves the right to modify these Terms and Conditions and the Price Policy. These modifications will be informed to the User by email and will be published on the website and in the Application. Any change will be considered approved if the User does not express their opposition to it within ONE (1) month from the announcement of the corresponding change, a circumstance that the Company will

specifically inform when announcing the modifications. The Company may, also and if it so deems, request the User to expressly accept the new Terms and Conditions and/or the Price Policy to continue using the Service. In case of opposition or non-acceptance to any of the modifications, it will be understood that the User renounces the Contract and Terms, and ceases to use the Service, automatically terminating the contract that links him to the Company, as well as, likewise, these Terms and Conditions.

5. The User accepts that, unless proven otherwise, in the event that they request the issuance of an invoice for the Services provided, these Services will be considered contracted for professional purposes; not being applicable, in that case, the regulations regarding consumers and users legally established.

## II. The Services

1. The Services comprise Application, websites, contents and services operated in Spain under the trademark Movi, that enable Users to find, reserve Movi bicycles, e-bikes and scooters (here in after "**Vehicles**") available at the moment of the User's access, reserve the nearest Movi Vehicles, unlock and rent it.
2. Unless otherwise and expressly agreed in writing, the Services are made available to the User solely for his/her personal and non-commercial use in the designated operating zones. Details of the operating zones can be found in the Application or on our website [www.ridemovi.com](http://www.ridemovi.com)
3. The use of the previously mentioned Services implies acceptance, commitment and compliance with these Terms and Conditions.

## III. User's Account

1. In order to use most aspects of the Services, the User must register for a personal account ("**Account**") accessible through the Application.
2. The User must be over 18 or older to register for an Account or use the Services. The User may use a Movi Vehicle if he/she is at least 16 years old ("**Minor**") and the Minor's parent or legal guardian (a) has registered the Account on behalf of the Minor, providing (i) a copy of the identification card of the Minor and of the parent or legal guardian, (ii) a mobile number, belonging to the parent or legal guardian, to which IDRI, at its own discretion, can notify the beginning of the use of the Movi Vehicles by the Minor and verify the consent of the legal guardian or parent to the use of the Vehicles; (b) consents to and supervises the Minor's use of the Service (c) guarantees, represents and warrants that they and the Minor have accepted these Terms and Conditions (d) that they are fully responsible and liable for all injuries, damages, costs and expenses arising from the Minor's use of the Services in accordance with these Terms and Conditions and as provided for by law. Anyone under the age of 16 may not use the Services nor Movi Vehicles.
3. Account registration requires an express acceptance by the User of these Terms and Conditions and the submission of certain personal information of the User, such as personal details, email address and mobile phone number which will be kept and processed in accordance with the privacy policy available on the following link: <https://www.ridemovi.com/privacy>

4. The User is required, in accepting these Terms and Conditions, to maintain accurate, complete, and up-to-date information in the respective personal Account. Failure to do so may result in the User's inability to access and use the Services or the access to the Services may be suspended.
5. The User is responsible for all activity that occurs under his/her own Account, and he/she will be responsible for the security and secrecy of the Account's username and password at all times.
6. Unless otherwise permitted in writing, each User may only register for one Account.
7. IDRI reserves the right to refuse the registration of an Account or to suspend or terminate an Account in accordance with clause XII.
8. The User may not authorize third parties to use their Account or assign or transfer in any other way the Account to any other person or entity to access or use the Services, being, therefore, the use of the account and the assigned services to it totally personal and non-transferable.
9. Where deemed necessary, the User may be asked to provide proof of identity to access or use the Services and he/she may be denied access to or the use of the Services if the User refuses or is unable to provide proof of identity.
10. By creating an Account the User accepts the sending by IDRI of information by text message (SMS) to facilitate the use of the Services. The User shall be free to opt out from receiving text messages but acknowledges that this may impact on his/her use of the Services.
11. The User acknowledges that she/he may view in any moment these Terms and Conditions and details and information provided upon the registration which may be updated at any moment. Any update and/or amendment of these Terms and Conditions and/or of the pricelist shall be notified to the User by way the App and/or a *sms* (short message service) sent to the mobile number provided by the User upon the registration. Should the User disagree on the amendments or modifications to the Terms and Conditions, he/she may terminate the contractual relationship and so terminate the Account pursuant to the article XXII.1

#### **IV. Vehicles Access**

1. Movi Vehicles can be found, reserved, unlocked and used when logged into the personal Account. Bicycles are unlocked by scanning the QR code on the Vehicle.
2. The User shall be responsible for obtaining the data network access necessary to access and use the Services. The mobile network's data and messaging rates and fees provided for by the User's telephone contract may apply and he/she shall be solely responsible for the payment of such rates and fees. The User shall be responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and the Application and any updates thereto. It is not guaranteed that the Services, the Application, or any portion thereof, will function on any particular hardware or devices. In addition, the User acknowledges that the Services may be subject to malfunctions and delays due to:
  - a) the incorrect or insufficient functioning of the telephone or internet networks outside the Company.
  - b) the adoption of new technical and maintenance measures necessary to conserve the adequate level of service provision.
  - c) reasons of fortuitous event or force majeure.
3. Movi Vehicles are locked manually and/or remotely through the Application.

## V. Charges and Payments. Charging on consumption basis. Pass. Promotional credits and vouchers.

1. The User may purchase the Services by charging on a consumption basis, season ticket or, on a flat rate basis by means of the Passes set forth under paragraph VI. In addition, according to the terms and pricelist in force from time to time, IDRI reserves the right to request the payment of a security deposit which shall be collected, before the release of the Vehicles, from the preferred payment method indicated in the User's Account. Payments may be made by credit or debit card or other electronic means.
2. The charging period will commence when the Movi Vehicle is unlocked. The charging period ends when the Movi Vehicle is locked (in accordance with paragraph IV.3, above). The start and the end of the charging period constitute one trip.
3. The User will be charged for each trip on a Movi Vehicle according to the rate and price list applicable at the time of the trip. Details of the prices, charges and security deposit are available on the Application, by signing in with the User's account. The User shall not use **Services** if he/she doesn't intend to accept the prices, charges or security deposit.
4. The charging period and any charges (including fines and penalties or liquidated damages for stolen or damaged Vehicle, use of the Vehicles outside the operating area, parking on a non-permitted area, parking outside a designated parking area or parking without using the chain lock, violations of the Highway Code and any other breach of these Terms and Conditions as updated from time to time), will be determined using the data recorded on the systems and that data shall be proof of the period of use. The User must contact IDRI, under penalty of forfeiture, within 90 days from when the charge was made should he/she wish to dispute the amount charged. You agree that IDRI shall be entitled to charge, directly on the credit or debit card communicated by the User upon the registration, the price and consideration for the Services, as well as charges provided by these Terms and Conditions.
5. Prior to accessing a Movi Vehicle, the User needs to furnish his/her Account with sufficient funds for the trip. The charges will be recovered from the User's Account at the end of each trip. If sufficient funds are unavailable in the User's Account for the trip, the outstanding sums will be debited on the deposit, when funds are next added to the Account or directly from the credit card the user provided. The User will be unable to start a new trip on a Movi Vehicle until sufficient funds are available on the Account.
6. According to the rates and the price list applicable time by time, the User can also purchase subscriptions that may be divided according to duration into daily, weekly, monthly, quarterly, annual or biennial passes ("**Pass**").

The Passes are for exclusive and personal use and cannot be duplicated, sold or transferred in any way, or put to public availability (whether published in a public forum or otherwise), unless this is expressly permitted in writing. Passes may be subject to any additional time limit or regulation which IDRI will establish for each Pass in compliance with all applicable regulations; Passes cannot be converted in cash or credit for the use of the Services outside the specific terms and/or beyond the fixed term and, after expiration, cannot be collected or used.

The purchase of the Pass will not preclude the User from continuing to purchase the services at ordinary rates.

The Passes (other than daily and weekly Passes) may be subject to automatic renewal unless the User does not communicate cancellation respectively 7 (seven) or 30 (thirty) days before the expiration.

Changes to the rates shall be promptly notify by IDRI to the holders of Passes and these latter shall be entitled to withdraw from the Passes automatically renewed within 14 (fourteen) days as from the automatic renewal.

7. IDRI is entitled, at its sole discretion, to create and offer promotional codes ("**Promo Voucher**") which may be used as a credit for the Account, or other functions or benefits related to the Services ("**Promo Credit**") subject to any additional term or regulation that IDRI will establish for each Promo Voucher/Credit in compliance with all applicable regulations. The User acknowledges that the Promo Credit/Voucher is for exclusive and personal use and cannot be duplicated, sold or transferred in any way, or made available to the public (either published in a public forum or otherwise), unless expressly permitted in writing.

The Promo Credit can only be used in accordance with specific terms and/or regulations that IDRI will establish for each promo code. Promo Voucher and Promo Credit will not be converted into cash or credit for the use of the Services outside the specific terms of the related promotional initiative and/or beyond the fixed duration of the initiative and, after expiration, cannot be collected or used.

IDRI reserves the right to withdraw or disable any Promo Credit or Promo Voucher in accordance with the provisions of related specific terms and/or regulations.

IDRI reserves the right to retain or hive off other functions or benefits of Promo Credit/Voucher obtained through the use of Promo Codes by the User or any other user in the event that IDRI considers that the use or collection of the Promo Voucher/Credit is occurred wrongly, fraudulently, unlawfully, or has occurred in violation of the terms applicable or these Terms and Conditions.

8. If a Movi Vehicle is lost or stolen during the trip, the User must report the incident to the security forces and transmit to IDRI the relevant minutes or protocol number provided by the security forces upon reporting. An amount up to the maximum sum of EUR 800 may be charged to the User, without prejudice to the User's faculty to prove that the incident was not due to his/her fault.
9. If a Movi Vehicle is damaged during the trip, the User must report the damage to IDRI as soon as it is safe to do so through the Application or by writing to [support.es@ridemovi.com](mailto:support.es@ridemovi.com). Depending on the extent of the damage to the Vehicle, a maximum sum of EUR 800 may be charged to the User, without prejudice to the User's faculty to prove that the incident was not due to his/her fault.
10. If a Movi Vehicle is stolen at the end of the trip then IDRI may charge to the User a maximum sum of EUR 800 if (i) the User left the Movi Vehicle unlocked and the Movi Vehicle is not found or recovered within 14 days of when the User first unlocked the Movi Vehicle or (ii) if the User parks a Movi Vehicle outside of an operating zone and that Vehicle is stolen from that location. In the event the Movi Vehicle is later recovered IDRI will refund any charges made after the cost of any repairs has been deducted.
11. If a Movi Vehicle is parked outside of an operating zone, an additional bike relocation fee will be charged. Details of such a bike relocation fee, including but not limited to the price of such a fee, are available on our Application. The User shall not use Movi Services if he/she does not agree to these charges.



12. Any outstanding charges or payments accruing from registration to the Services and use of Movi Vehicles may be collected pursuant to the law. The User has the right to terminate the agreement at any time in accordance with the termination provisions set out at clause XII.
13. Upon cancellation of the Account, the User will have to pay in any case any outstanding charges for trips made where insufficient funds were available in the Account. Any security deposit will be repaid, without prejudice to the right to withhold from the security deposit any charges arising out of the damage or destruction of a Movi Vehicle or any outstanding charges for trips made that have not been paid yet. The security deposit will be repaid, or any remainder thereof, within and no later than 14 days from the Account's cancellation.
14. Where the User Account is registered and maintained in a country or location which uses a currency that is different from the currency of the country or location where the User uses the Services then:
  - a) the cost of each journey will be the cost of the journey in the country where the User uses the Services, and
  - b) charges will be made in the currency of the country where the User's Account is registered, and payment will be made from that Account. IDRI will convert the User's payment automatically at an exchange rate based on data from one or more third parties. It is updated regularly, but may not be identical to the real-time market rate.

## **VI. Availability of Movi Vehicles**

1. IDRI will always try to run a reliable service and perform the Service complying with professional diligence requested by the law.
2. The User acknowledge that, during certain periods of the year, Movi Vehicles may be in heavy demand so IDRI cannot always guarantee to have a Vehicle available within a reasonable distance.

## **VII. User's obligations**

1. The User is personally responsible for each Movi Vehicle unlocked and used for the duration of any trip (from when the Movi Vehicle is unlocked until the Movi Vehicle is locked).
2. When using a Movi Vehicle the User must be capable of riding and operating a Vehicle in a competent and diligent manner on the roads and take all reasonable care to protect himself/herself (for example through the use of a cycle helmet) and necessary protective and reflective clothing. The User must also:
  - a) Before starting driving, check the condition of the Vehicle to verify possible defects, visible damage or inadequate hygienic conditions, notifying the Company, when applicable.
  - b) comply with these Terms and Condition and all applicable laws and regulations;
  - c) make himself/herself familiar with the operation of the Vehicle before commencing the trip;
  - d) check that the Movi Vehicle (including, without limitation, the tyres, brakes, saddle, lights, frame and bell) is roadworthy and safe before commencing the trip;
  - e) end the trip and the use of the Vehicle immediately in the event the Vehicle suffers from any technical defects or is otherwise damaged at the beginning of, or at any point during, the trip. All such defects and damage should be reported through the Application at the earliest and safest opportunity;

- f) abide by all the provisions of the Highway Code;
  - g) observe all traffic signs and signals;
  - h) use the Vehicle reasonably, considerately and responsibly;
  - i) take reasonable care of the Vehicle;
  - j) secure all transported goods and items are fastened and/or secured effectively at all times;
  - k) lock the Vehicle when not in use.
3. When using a Movi Vehicle the User must not, unless otherwise stated:
- a) lock or secure the Vehicle to any object or property during the trip;
  - b) leave a Vehicle unattended, even if only for a short period of time;
  - c) use a Vehicle to operate a courier service or other commercial business;
  - d) give, lend or sell the Vehicle to any other person or allow any other person to use the Vehicle;
  - e) damage, deface, vandalise or tamper with the Vehicle;
  - f) Paint or make any type of aesthetic or technical modification of the Vehicle (including logos or trademarks)
  - g) ride with more than one person at a time;
  - h) add or attach accessories or trailers to the Vehicle;
  - i) carry:
    - a load in the basket of more than 10 kilograms
    - an object which overhangs the basket
    - any animals, children or persons
    - dangerous, hazardous or flammable substances or any object that is likely to cause injury to the User or damage to the Vehicle or injury or offence to any other person;
  - j) use the Vehicle in a manner that causes or is likely to cause injury, harassment, alarm or distress to others;
  - k) use the Vehicle in case of strong wind or stormy weather;
  - l) use the Vehicle under the influence of drugs or alcohol or medications that impair the ability to drive it
  - m) transfer or move the Movi Vehicle or any part of it to any areas by means other than riding the Movi Vehicle in accordance with applicable laws and regulations, whether the Vehicle is locked or not;
  - n) use the Vehicle outside of the operational zones;
  - o) leave the Vehicle in private property areas or non-public places that prevent free access of IDRI or other Users to the use of vehicles, including but not limited to inside private parking area, house, apartment, or any other private spot.
4. When parking a Movi Vehicle the User must follow all applicable laws and regulations. The User shall leave the Movi Vehicle in a conspicuous location where it can be seen by passers-by and will not cause an obstruction or hazard to other road users. The User shall use vehicle standings or other public parking facilities wherever possible and secure the Vehicle so that it

does not fall over and become a hazard or obstruction. In particular, it is not permissible to park Vehicle:

- a) in a dangerous position on or near a road;
- b) at traffic lights or traffic signs;
- c) at parking ticket machines or parking meters;
- d) on walkways that are thereby reduce to a width of less than 1.5 meters;
- e) in front of, in or near emergency exits or fire escapes;
- f) in private property areas or non-public places that prevent free access of IDRI or other users to the use of Bikes, including but not limited to inside private parking area, house, apartment, or any other private spot;
- g) in any other places in which the stop or parking are not allowed pursuant to the Highway Code
- h) in or directly next to stations of other bike sharing companies.

5. When using the Services provided the User may not:

- a) remove copyrights, trademarks or other proprietary notices from the Vehicle;
- b) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services and/or the contents of the Application except as expressly permitted;
- c) decompile, reverse engineer or disassemble the Services or the Application;
- d) link to, mirror or frame any portion of the Services or of the Application;
- e) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or of the Application or unduly burdening or hindering the operation and/or functionality of any aspect of the Services or of the Application;
- f) attempt to gain unauthorized access to or impair any aspect of the Services, of the Application its related systems or networks;
- g) manipulate the Services or the Application for fraudulent purposes.
- h) submit, upload or publish any defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive content on the Application;
- i) without prior written consent, publish any commercial or noncommercial advertisements on the Application;
- j) infringe any other party's lawful rights, including without limitation intellectual property rights.

The User will be liable for all damages that their negligent conduct or action or for breach of these Terms and Conditions could cause to both the Company and Third Parties. It will also be liable for the consequences of administrative infractions that may be incurred or crimes or injuries that it may commit or cause with the Vehicle.

## **VIII. DISCLAIMER**

1. The Services may be made available or accessed in connection with third party services and content (including advertising) that IDRI does not control. IDRI does not endorse such third party services and content and within the maximum limits set forth by the applicable law, IDRI shall not be responsible or liable for any products or services of such third party providers. Access to the services using these devices is subject to terms set forth in the applicable third party's terms and conditions.
2. IDRI, its affiliates and their respective officers, directors, employees, agents, suppliers or licensors ("IDRI parties") have taken all reasonable care in the offering of the services, but make no warranties or representations about the content of the application and the underlying software, including but not limited to its accuracy, reliability, completeness or timeliness. IDRI shall not be liable for the accuracy or completeness of the content or other information conveyed to the User nor for delays or interruptions of the data or the information stream and IDRI does not guarantee that the application and other services will be available at all times. The User shall use the Application and the Services at his/her own risk.

## **IX. LIABILITIES**

1. Except in the case of fortuitous event or fact of third parties, starting from the release of the Vehicle and up to the new lock at the end of the rental, the User is responsible for the Vehicle usage and for any injury, damage or loss caused to third parties and/or IDRI and occurring during the rental of the Vehicle (including its loss, destruction or damage).
2. IDRI is liable for injury or death of the User, arising from facts and circumstances due to IDRI itself.
3. Except for the facts and circumstances arising from its gross negligence or willful misconduct, IDRI will not be held liable for any damage, loss or loss of profit resulting from the use of, or reliance on, Services or inability to access, or to use the, Services.

## **X. Indemnification**

1. The User agrees to indemnify and hold IDRI and IDRI Parties harmless from any and all claims, demands, losses, liabilities and expenses (including reasonable legal fees) arising out of or in connection with:
  - a) his/her use of the Services or of the Application;
  - b) his/her breach or violation of any of these Terms and Conditions;
  - c) his/her violation of the rights of any third party, including those injured in accidents.

## **XI. Civil Liability Insurance**

1. It has been arranged the provision of public liability insurance, which insures the User against liability he/she may incur in respect of injury to a third party or accidental damage to the property of a third party arising from his/her use of a Movi Vehicle (the "**Insurance**").
2. The cost of the Insurance is included in the hire charges for using a Movi Vehicle and it is not possible for the User to opt out of the Insurance.

3. The Insurance does not cover the User for any injury or harm he/she may suffer in the event of an accident and the User may wish to take out his/her own insurance before using a Moví Vehicle.
4. If the User is involved in an accident or damage or injury is caused to the User, someone or something while using a Moví Vehicle, the User must stop cycling when safe to do so and inform the security forces. The User must also notify through the Application or by email to support.es@ridemovi.com of the accident and any resulting injury or damage. The User must provide IDRI with the references of the minutes which will be provided to the User by the police.

## **XII. Refusal, Suspension and Termination of Account**

1. The User may terminate the respective contractual relationship and so terminate the Account at any time.
2. The User may terminate the Account by contacting IDRI at support.es@ridemovi.com
3. If at any time the User does not comply with these Terms and Conditions and/or any applicable laws or regulations while using the Services, IDRI reserves the right to terminate or suspend the User's use of the Services, including the hire of Moví Vehicles, to terminate the contractual relationship and to consequently close the User's Account.
4. Information obtained by the security forces regarding non-compliance with these Terms and any applicable laws or regulation while the User is using a Moví Vehicle, may be disclosed to IDRI and IDRI may use such information to terminate the contractual relationship and to close the User's Account or suspend the User's use of the Services, including the hire of Moví Vehicles.
5. Where the Account is terminated by the User, the security deposit will be refunded and any outstanding credit on the User's Account once all deductions have been made for outstanding amounts owed through use of the Services. For sums spent on purchase of the Passes, refund will be granted to the User only if the termination of the Account is in compliance with the conditions referred to in paragraph 6 below. If the account is canceled upon choice of IDRI for reasons others than the breaches of the Terms and Conditions by the User, IDRI will refund to the User also the sums spent on the purchase of the Passes, except the deduction proportional to the days of use of the Pass and/or the different unit fractions, if any, provided for. In any case, any outstanding amounts will be refunded within and no later than 14 days.
6. Without prejudice to art. 1.5, in case the User is a consumer, the User may, within 14 days from
  - i) the execution of the contract pursuant to article 1.3 and/or
  - ii) in case of purchase of the Pass, from such purchase,

exercise the right of withdrawal from the relevant purchase. The withdrawal may be exercised by e-mail to the following support.es@ridemovi.com, indicating the personal data of the User, the Pass, if any, from which he/she intends to withdraw and the date of his purchase., by using the withdrawal form at the end of the document.

IDRI will refund payments received by the User within fourteen days from the day the User exercised the withdrawal. IDRI will execute the refund using the same means of payment used by the User for the initial transaction.

In the event that the User has explicitly requested to start using the Services before the expiration of the withdrawal period, the User will pay to IDRI an amount proportional to the days of use of the Service and/or of the Pass and/or the different unit fractions, if any, provided

for; IDRI will have the right to set-off this amount with the refunds due to the User as a consequence of the withdrawal.

7. If the User has used or attempted to use a payment method to defraud IDRI, the User's Account may be terminated without payment of any refund to the same.
8. IDRI may refuse the registration of an Account if:
  - a) a User has previously been suspended using the Service or had his/her account terminated for failing to comply with the Terms or with any applicable laws and regulations;
  - b) there are outstanding sums payable by the User arising from a previous use of the Service;
  - c) instructions are received by the security forces that the User has committed a breach of the Highway Code or of any other applicable law;
  - d) there is reason to believe that the User is attempting or has attempted to use a payment method to defraud IDRI.

### **XIII. Industrial and intellectual property**

The use by the User of the Service, the Website or the Application does not grant the same right whatsoever on the industrial and intellectual property rights of the Company or any third party, the User being obliged to respect each and every one of the rights of industrial and intellectual property, including trademarks, logos, domain names or any other industrial or intellectual property right owned by the Company or third parties.

The performance by the User of any act of reproduction, distribution, public communication or other forms of provision, transformation and, in general, any other form of exploitation of any content, information or materials to which the User can access through the Service, the Website or the Application, either in whole or in part, is expressly prohibited unless expressly authorized in writing by whoever is the owner of said elements.

### **XIV. Privacy and cookies policy**

The Privacy Policy and the Cookies Policy are determined by what is established in the Privacy Policy ([www.ridemovi.com/privacy](http://www.ridemovi.com/privacy)) and Cookies Policy ([www.ridemovi.com/cookies](http://www.ridemovi.com/cookies)) documents.

### **XV. Complaints and disputes**

1. Any complaints should be made to [support.es@ridemovi.com](mailto:support.es@ridemovi.com). If the User considers that his claim has not been satisfactorily managed, the European Commission offers a platform for alternative dispute resolution, which can be accessed from here: <https://ec.europa.eu/consumers/odr/>.
2. These Terms constitute the entire agreement and understanding of the parties with respect to their subject matter and replaces and supersedes all prior Terms and agreements between the parties regarding the use of the Services.
3. These Terms and Conditions and the use of the Services by the User are governed by Spanish law. In the event the User is qualifiable as a consumer, for any possible dispute in any way caused by these Terms or connected to them or arising from them, the Court of the place of

residence or domicile chosen by the User in the Spanish territory shall have exclusive jurisdiction.

## **XVI. Other Provisions**

1. The User may not assign or transfer any of his/her rights under these Terms in whole or in part to any other person without a prior written consent.
2. We may assign or transfer these Terms in whole or in part, or the rights and obligations arising from the same, to:
  - a subsidiary or affiliate;
  - an acquirer the equity, business or assets;
  - a successor by merger.
3. If there is a conflict between the Spanish version and any translation of these Terms and Conditions, the Spanish version shall apply.
4. Legal ineffectiveness of any part of these Terms does not affect the validity of the remainder of the Terms. Should a provision of the Terms be or become ineffective or unfeasible, the validity of the remainder of the Terms shall remain unaffected. In the event that a provision of these Terms is illegal, invalid or unenforceable for whatever reason, the parties shall replace that provision, or part thereof, with a provision that is legal, valid and enforceable and which has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision, or part thereof.

## **XVII. Contact Us**

For any queries or matters arising out of these Terms or for technical support contact us through the Application or write to us at [support.es@ridemovi.com](mailto:support.es@ridemovi.com).

Idribk Spain S.L.

CIF: B67515601

Address: Ronda de Sant Pere, 16, 08010, Barcelona, Spain

*Withdrawal communication form*

Recipient [name, geographical address and, where available, telephone, fax and e-mail addresses must be entered by the trader]:

I/We (\*) hereby notify the withdrawal from my/our (\*) contract of sale of the following goods/services (\*)

Ordered on (\*)/received on (\*)

Name of the User)

Address of the User:

Signature of the User (only if this form is sent in paper version)

- Data