General Terms and Conditions

1. Definitions

In the below General Terms and Conditions, the stated terms will have the following meaning:

Accessory:	an accessory made available by Swapfiets to the Member under an Accessory Subscription for use by the Member in accordance with these General Terms and Conditions, as listed in Appendix I;
Accessory Subscription:	the agreement(s) between Swapfiets and the Member for the use of one or more Accessories by the Member;
Charge:	any surcharge, cost, fee, compensation or other amount payable by the Member to Swapfiets in accordance with these General Terms and Conditions, other than the Subscription Price;
City Sweep:	an activity performed by Swapfiets (or a subcontractor of Swapfiets) whereby asset numbers of Micro-Mobility Products parked in public places are scanned in order to identify and recover missing or stolen Micro-Mobility Products or Micro-Mobility Products with Subscriptions that have overdue payments;
End Date:	the date on which the Subscription Period ends, which is (i) one month after the date on which Swapfiets or the Member receives a written termination notice from the other party pursuant to Article 9 or 10.5, (ii) in case of a termination pursuant to Article 16.2, the date on which any amended General Terms and Conditions would come into effect, or (iii) the date on which a termination notice is received by Swapfiets or the Member pursuant to Articles 3.7, 16.1 or 17;
E-bike:	e-bike made available by Swapfiets to the Member under a Subscription for use by the Member in accordance with these General Terms and Conditions;
General Terms and Conditions:	these general terms and conditions, including Appendices I - III, as set out by Swapfiets, which apply to any Subscription or Accessory Subscription (as applicable);

Heavy Use Subscription:	Subscription for a Micro-Mobility Product under which the Member may ride an unlimited number of kilometres and may use the Micro-Mobility Product for commercial purposes;
Member:	any natural person or legal entity who takes out a Subscription with Swapfiets;
Micro-Mobility Product:	the bicycle, e-bike or any other type of (electrically driven) micro-mobility product made available by Swapfiets to the Member under a Subscription for use by the Member in accordance with these General Terms and Conditions;
Order Process:	the order process is the process in which a natural person or legal entity signs up for a Micro-Mobility product of Swapfiets. This process can be initiated via the website, or any other platform made available by Swapfiets;
Regular Use Subscription:	Subscription for a Micro-Mobility Product, under which the Member may ride up to the maximum of one thousand (1.000) kilometres per month, and under which the Member may not use the Micro-Mobility Product for commercial purposes;
Service Area:	an area or neighbourhood that is selected by the Member during the Order Process and specified in the Subscription, which is within a reasonable distance of a Swapfiets store and within city limits for which on-site Swapping services (by service bike or car) are provided by Swapfiets;
Student Subscription:	Regular Use Subscription under which the Member that is any natural person, who has not reached the age of twenty-six (26) years old, receives a discount as specified during the Order Process for a maximum period of four (4) years;
Swapfiets:	Swapfiets Austria GmbH, having its registered office in Vienna and its principal place of business at Stubenring 24, 1010 Vienna, Chamber of Commerce number FN 553087;
Swapping:	the repair or exchange of the Micro-Mobility Product by Swapfiets for the reasons and in the manner set out in Article 8, and “Swap” shall be construed accordingly;
Subscription:	the agreement between Swapfiets and the Member for the use of the Micro-Mobility Product by the Member as well as any other agreement between Swapfiets and the Member;

Subscription Period:	the duration of a Subscription as agreed in the Order Process as set out in Article 9;
Subscription Price:	the amount owed by the Member to Swapfiets for the use of Swapfiets services provided pursuant to a Subscription; and
Website:	the relevant Swapfiets website (swapfiets.at) as referred to in the Subscription and these General Terms and Conditions.

2. Applicability

2.1. These General Terms and Conditions – and Appendix I - III as attached hereto - apply to any Subscription between Swapfiets and the Member.

2.2. Arrangements between Swapfiets and the Member varying from or supplementary to these General Terms and Conditions will be valid only if they have been explicitly confirmed in writing via email by Swapfiets.

2.3. If applicable, all amounts stated by Swapfiets are inclusive of any applicable taxes.

3. Subscription

3.1. The Member will receive confirmation of the order after fully completing the Order Process. The Subscription becomes effective at the time the Member takes possession of the Micro-Mobility Product from Swapfiets, unless explicitly stated otherwise in the confirmation or the Subscription.

3.2. The Member must be at least 18 years old and be able to enter into legally binding contracts. Except in respect of Subscriptions for E-bikes, minors may use a Micro-Mobility Product under the supervision of a legal representative (who is at least 18 years old) who has entered into a Subscription on behalf of such minor.

3.3. A digital verification process of the Member's passport, identification card or driver license may be part of the Order Process. In such case, the Micro-Mobility Product will not be delivered until the Member is able to provide the relevant identification documents. Where Swapfiets' verification of the identity documents indicates (potential) fraud, Swapfiets may refer the matter to the police.

3.4. Swapfiets is entitled to refuse entering into an agreement with any natural person or legal entity (the "*Person*") for reasons including, but not limited to:

a. the Person who is not registered at a legal address;

b. the Person who is not able to provide proof of a legal address (which could be either a residential address or a business address);

c. the Person who used to be a Member and of which the Subscription was terminated in accordance with one or more of the reasons mentioned in article 17.1 of these General Terms and Conditions; or

d. the Person uses a payment method that does not meet the minimum requirements set out by Swapfiets.

3.5. Unless stated otherwise, Swapfiets charges the Member a one-time fee as indicated for the relevant Subscription in the Order Process. This one-time fee may vary based on the Member's selections during the Order Process, such as the inclusion of additional fees for certain selected services in the Order Process (such as not picking up the Micro-Mobility Product in a store).

3.6. After the confirmation, the Member and Swapfiets will agree the time and location for the delivery or pick-up of the Micro-Mobility Product(s). During the Order Process and when Swapfiets delivers the Micro-Mobility Product, Swapfiets verifies the Member's personal details. At the time of delivery, the Member shall confirm to Swapfiets in writing the receipt of the Micro-Mobility Product, the payment method chosen and that the personal details provided are correct. During the Subscription Period, the Member shall notify Swapfiets of changes to the data known to Swapfiets (such as a new phone number, address or bank account) in good time and without undue delay.

3.7. The Member will have a Micro-Mobility Product at its disposal and may use it during the Subscription Period, in accordance with the chosen Subscription and these General Terms and Conditions. In return for Swapfiets making the Micro-Mobility Product available to the Member, the Member owes Swapfiets the monthly Subscription Price agreed in the Order Process during the Subscription Period. Unless otherwise agreed in the Subscription, the Subscription Price is due for payment in advance at the beginning of each calendar month for the whole calendar month. If the Member's Subscription Period starts or ends during a calendar month, the Subscription Price will be charged on a pro rata basis for such month.

3.8. If the Subscription is concluded by completing the registration form on the website of Swapfiets and the Member is a consumer, the Member has the right to withdraw with immediate effect from the Subscription without giving a reason within fourteen days of receipt of the Micro-Mobility Product by sending a written notice of withdrawal to Swapfiets. In order to exercise the right of withdrawal, the Member must notify Swapfiets by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of the decision to withdraw the Subscription. The Member may but is not obliged to use the model withdrawal form made available on the Website (Hyperlink) for this purpose. If the Member does not use the model withdrawal form, he bears the risk of an unclear and therefore ineffective declaration. For timely withdrawal, it is sufficient for the Member to dispatch the declaration before the expiry of the withdrawal period If the Member withdraws the Subscription within the fourteen-day withdrawal period, the Subscription and registration fees will be charged to the Member on a pro-rata basis for the number of days during which the Micro-Mobility Product was at the Member's disposal.

3.9. The Member may only use the Micro-Mobility Product in the country where it has concluded a Subscription.

3.10. Under the Subscription, the Member is entitled to free Swapping as set out in Article 8.

4. Micro-Mobility Product

4.1. The Micro-Mobility Product (including any other items including batteries and keys that were provided with the Micro-Mobility Product) shall at all times during the Subscription Period remain the property of Swapfiets and legal title to or ownership of the Micro-Mobility Product does not transfer to the Member.

4.2. The Micro-Mobility Product bears a frame number with a barcode and a separate QR-code which allows Swapfiets to identify the unique Micro-Mobility Product. If the frame number with the barcode and/or the QR-code is damaged, removed, unreadable or otherwise no longer visible, the Member shall inform Swapfiets of this without undue delay.

4.3. Beyond the specifications agreed in the relevant Subscription (e.g. specifications on the type and/or category of the Micro-Mobility Product), the Member is not entitled to a particular design, colour, fit-out or configuration of the Micro-Mobility Product.

4.4. The Member acknowledges and agrees that the Micro-Mobility Product may have a Connectivity Device which allows Swapfiets to track data of the location and mileage of the Micro-Mobility Product. Swapfiets can, amongst other things, track data in the event of a suspected loss, theft or unauthorised use of the Micro-Mobility Product.

4.5. The Member acknowledges that the Connectivity Device as referred to in article 4.4 may also have the capability to control the engine support levels, in case the Micro-Mobility Product is an e-bike, e.q. performance of the Micro-Mobility Product. Swapfiets is entitled to, for the reasons of, but not limited to, adjust the support levels to (i) optimize battery performance, (ii) preserve the Micro-Mobility Product its quality and/or (iii) minimize the engine support in case of behaviour mentioned in article 17.1 of these General Terms and Conditions.

4.6. Swapfiets reserves the right to put advertisements on the Micro-Mobility Product at any time and at its sole discretion. If an advertisement attached to the Micro-Mobility Product or printed on the Micro-Mobility Product is damaged, removed, unreadable or otherwise no longer visible, the Member shall inform Swapfiets of this without undue delay.

5. Locks and Keys

5.1. Swapfiets will provide the Member with a key to use with the locks (as set out in the Subscription). Swapfiets has the right to keep a spare key to the Micro-Mobility Product or locks.

5.2. The Member shall not be permitted to make, or have made, any copy or duplicate keys or to have more than one key in its possession. The Member shall protect the key against loss, theft and unauthorised use at all times and is not permitted to pass the key on to third parties. If the key is lost, stolen or damaged, the Member must request a new key from Swapfiets. Swapfiets may charge a Charge for a new key as set out in Appendix III-A. The consumer has the right to prove that Swapfiets has not suffered any loss or that such loss is significantly lower than the charged fee. A key that was previously reported lost or stolen that is found again, must immediately be returned to Swapfiets.

6. Conditions regarding use of the Micro-Mobility Product

6.1. For the purposes of these General Terms and Conditions, "use" of the Micro-Mobility Product shall be deemed to include in any event riding, pushing, parking and storing the Micro-Mobility Product.

6.2. Subject to Article 15, the Member uses the Micro-Mobility Product at their own risk and is responsible for such use. It is the Member's responsibility to conduct reasonable checks to verify that the Micro-Mobility Product remains in a good and safe condition throughout the Subscription Period. For example, the Member shall check routinely for any loose screws or other parts, appropriate tyre pressure and condition, the proper functioning of the lights (front and rear), the presence and visibility of reflective devices (rear and side), the proper functioning of the bell, the computer, and the braking system.

6.3. The Member shall not use the Micro-Mobility Product if they have identified any defects and/or damage leading to any safety concerns or other concerns in connection with the proper use of the Micro-Mobility Product, unless this use is limited to pushing, parking and storing The Member shall inform Swapfiets of such defects and damages concerns in good time (which may be by requesting a Swapping). If the Member uses the Micro-Mobility Product for riding, this will be construed as evidence that it functions properly and does not show any defects or damages.

6.4. The Member shall make normal use of the Micro-Mobility Product and take due care of the Micro-Mobility Product. The Member shall avoid unusual strain on the Micro-Mobility Product and use it only on paved routes and streets. Notwithstanding the foregoing, the Member shall be entitled to push, park or store the Micro-Mobility Product on unpaved routes and streets, provided that the Member ensures that such use does not result in any damages to the Micro-Mobility Product.

6.5. The Micro-Mobility Product is intended exclusively for personal use by the Member. The Member shall not allow third parties to use the Micro-Mobility Product. The Member shall not sell, hire, sub-let, create or grant any security interest or other right in respect of the Micro-Mobility Product to a third party.

6.6. The Member may only use the Micro-Mobility Product if the Member complies at all times during the Subscription Period with all aspects of all applicable laws and regulations, including but not limited to meeting the minimum age required, compliance with the relevant usage regulations (such as prohibitions on increasing the maximum speed of E-bikes, speed limits and parking rules) and holding the relevant licenses and insurance.

6.7. In the event that, during the Subscription Period, (i) the Member's driving license is temporarily suspended or permanently revoked, (ii) the Member is banned from driving by a court or administrative decision, or (iii) the Member's permission to drive and/or hold the Micro-Mobility Product is otherwise restricted, the Member is obliged to inform Swapfiets thereof immediately (for relevant products only).

6.8. The Member shall not use the Micro-Mobility Product while suffering from a medical condition or on medication that may affect the Member's use of the Micro-Mobility Product, or while under the influence of drugs or alcohol.

6.9. The Member may only use the Micro-Mobility Product in accordance with its weight limit as mentioned in Appendix II-A.

6.10. The Member may only use the luggage carrier of the Micro-Mobility Product in an appropriate manner in accordance with its intended purpose and in particular the Member shall not transport any persons or animals on a luggage carrier. The Member shall not carry a load exceeding the weight limit as mentioned in Appendix II-B.

6.11. The Member may not transport any persons on the Micro-Mobility Product, except if specifically permitted under the relevant Subscription and provided that the Member ensures that such person complies with all aspects of all applicable laws and regulations (such as wearing a helmet).

6.12. The Member may not destroy the Micro-Mobility Product, make any changes to the Micro-Mobility Product that cannot be reversed without damaging it, or manipulate in any way the electronics, battery, computer and/or software of the Micro-Mobility Product.

6.13. After giving prior notice, Swapfiets is entitled to inspect the Micro-Mobility Product at any time, to wholly or partially replace it, and to carry out maintenance, servicing and repairs to the Micro-Mobility Product and the Member shall cooperate therewith.

6.14. Notwithstanding the provisions of Article 6.6, Swapfiets recommends that the Member wears a suitable helmet certified "CE" in accordance with the relevant European Union directives and regulations when using an E-bike. The helmet must fit the Member properly and shall be fastened according to the manufacturer's instructions.

7. Conditions regarding Subscriptions

7.1. If the Member uses a Micro-Mobility Product under a Student Subscription, Swapfiets reserves the right to convert the Subscription to a Regular Use Subscription applicable to the Micro-Mobility Product being utilized, including any changes to the Subscription Price, without the obligation to provide advance notification, under the following circumstances: (i) when the Member reaches the age of twenty-six (26) years old or (ii) when the Member has used a Micro-Mobility Product under a Student Subscription for a total period of four (4) years.

7.2. The Member is not permitted to use a Micro-Mobility Product under a Regular Use Subscription for commercial purposes, such as the delivery of goods or food, or exceed the maximum number of kilometres permitted under a Regular Use Subscription. In the event of a breach (for example exceeding permitted number of kilometres, wearing a company's outfit while transporting ordered goods or other signs of usage of the Micro-Mobility Product for commercial purposes, including but not limited to: number of stops; average speed; and the average use per day), the Member shall pay a reasonable and proportionate compensation to Swapfiets (to be determined by Swapfiets) which will in any event not exceed the amount for a Charge set out in Appendix III-B.

7.3. If the Member chooses the Heavy Use Subscription, the Member is entitled to use the Micro-Mobility Product also for commercial purposes, such as the delivery of goods or food, and may ride an unlimited number of kilometres.

7.4. Swapfiets reserves the right to check the mileage and condition of the Micro-Mobility Product at a Swapping, City Sweep, or at any other time during the Subscription. When performing a check, Swapfiets may examine the average usage during the previous 30 days, calculated from the moment of the first delivery or the last appointment made for a Swapping until the date of the check. If the average usage during this 30-day period exceeds the usage rights under the Regular Use Subscription, Swapfiets is entitled to retroactively charge the difference in Subscription Price between the Regular Use Subscription subscribed for by the Member and the Heavy Use Subscription that allows a higher average usage over that period, plus a Charge for administration costs (as set out in Appendix III-C).

7.5. The provisions of this Article 7 shall be without prejudice to any other rights of Swapfiets, including but not limited to the right to claim damages and to terminate the Subscription in accordance with Article 17 of these General Terms and Conditions.

8. Swapping

8.1. Swapping shall only be permitted in case of damage, defects, loss or theft of the Micro-Mobility Product. If the Micro-Mobility Product is stolen or lost, the Member is only entitled to a Swap if the Member is not responsible for the theft or loss.

8.2. Swapping includes:

a. repair of defects or damage to the Micro-Mobility Product arising during the Subscription Period which result from fair wear and tear and normal use of the Micro-Mobility Product; or

b. if necessary, exchange of the Micro-Mobility Product for a replacement Micro-Mobility Product of a similar type,

in each case, provided that the Member has complied with the terms of the Subscription and these General Terms and Conditions.

8.3. Swapfiets shall perform Swaps on-site (at a location requested by the Member) or in a Swapfiets store in the Service Area in which the Member has taken out a Subscription. When the Member uses the Micro-Mobility Product outside the Service Area, Swaps will only be performed in a Swapfiets store within the Service Area.

8.4. The costs for Swapping are covered by payment of the Subscription Price. During the Subscription Period and subject to Article 8.6, the Member may request an unlimited number of Swaps without incurring any additional charges. However, Swapfiets may refuse a Swapping until such time as the Member has paid any outstanding Subscription Price or other Charges to Swapfiets.

8.5. Swapfiets aims to Swap a Micro-Mobility Product within 48 hours after the Member has contacted Swapfiets by telephone, via email, WhatsApp or the Swapfiets application. Swapping takes place by appointment with the Member. The Member cannot claim any compensation or payment if this target time is not achieved, and may be liable to pay a Charge if they miss an agreed Swapping appointment, as set out in Appendix III-D.

8.6. Swapfiets may refuse the Swapping if it is for reasons other than those set out in this clause 8.

8.7. When Swapfiets exchanges a Micro-Mobility Product, the Member will hand-in the Micro-Mobility Product to Swapfiets, including any other items including batteries and keys that were provided with the Micro-Mobility Product.

9. Duration of the Subscription

9.1. In case of a monthly Subscription, the Subscription Period is one month from the date stated in the Order Process and automatically extends on a month-by-month basis, unless terminated in accordance with these General Terms and Conditions. Both Swapfiets and the Member may terminate a monthly Subscription at any time with a notice period of one month.

9.2. In case of a Subscription with a minimum term, the Subscription Period begins on the date stated in the Order Process and remains in effect for the minimum term agreed in the Order Process. Subject to the provisions of Article 17, early termination will not be possible and a Member may terminate the Subscription with a notice period of one month prior to the end of the minimum term. Upon expiry of the minimum Subscription Period and provided that the Subscription is not terminated by either party, the Subscription turns into a monthly Subscription as specified in Article 9.1.

9.3. The provisions in this Article 9 are without prejudice to the provisions in Article 3.7.

10. End of the Subscription and Return of the Micro-Mobility Product

10.1. When the termination of the Member's Subscription takes effect, the Member shall (at the Member's own cost and risk) before or at the latest on the End Date return the Micro-Mobility Product (including any other items, such as batteries, keys and chargers, that were provided with the Micro-Mobility Product) to a Swapfiets store in the Member's Service Area, or, if Swapfiets notifies the Member thereof, to one of Swapfiets' partner companies. In case the Micro-Mobility Product needs to be picked up by Swapfiets at a location requested by the Member, Swapfiets will be entitled to charge a Charge as set out in Appendix III-D. All rights of the Member under the Subscription will end from the moment the Member hands in the Micro-Mobility Product to Swapfiets or the Micro-Mobility Product is picked up by Swapfiets, without prejudice to the Member's obligation to pay the full Subscription Price until the End Date.

10.2. Prior to returning the Micro-Mobility Product in accordance with Article 10.1, the Member may cancel its termination free of charge by sending an email to Swapfiets, or by contacting Swapfiets via other available channels. The cancellation notification must be received by Swapfiets no later than on the day preceding the End Date. A Subscription cannot be reactivated free of charge after return of the Micro-Mobility Product to Swapfiets.

10.3. If the Subscription is (i) terminated by the Member taking into account the notice period of one month and the Member has not returned the Micro-Mobility Product to Swapfiets on or before the End Date or (ii) terminated with immediate effect by a Member and the Member has not returned the Micro-Mobility Product to Swapfiets within seven days from the End Date, the termination will be considered to be cancelled and the Subscription will continue to be effective until the moment that the Subscription is terminated in accordance with these General Terms and Conditions.

10.4. If the Subscription is terminated by Swapfiets and the Micro-Mobility Product is not returned to Swapfiets within seven days from the End Date, Swapfiets will consider this a theft by the Member. In that case, the Member will be obliged to compensate Swapfiets on a pro rata basis for the loss suffered in the amount equal to the Subscription Price for the relevant type of Subscription. Such Charge is without prejudice of the right of Swapfiets to request full compensation of the loss suffered by it to the extent that such loss exceeds the Charge set in Appendix III-E.

10.5. Swapfiets may at any time during the Subscription Period terminate the Subscription with the Member with a notice period of one month in case (i) Swapfiets ceases delivery of the services in the Service Area, (ii) changes its product offering in the Service Area, or (iii) amends the Service Area of the Member. In such case, the Member shall return the Micro-Mobility Product in accordance with Article 10.1.

10.6. The Member acknowledges that the Micro-Mobility Product may be owned by a leasing company. If the Micro-Mobility Product is owned by a leasing company, the Member will be obliged, on the leasing company's demand, to either hand in the Micro-Mobility Product to the leasing company (subject to reimbursement for the remainder of the Subscription Period) or to be discharged from its obligations by paying the leasing company the future costs, as the leasing company may choose.

11. Theft or loss

11.1. In order to prevent incidents such as loss, theft and damage, the Micro-Mobility Product must always be locked appropriately with the lock(s) made available by Swapfiets. Where possible, the Micro-Mobility Product must be secured to an object using the chain-lock. In addition, if the Micro-Mobility Product has a battery, the battery should be taken out and stored in a safe place when parked, and must always be secured with the provided lock while riding. If the Micro-Mobility Product and/or battery is not locked or secured in accordance with Article 11.1 and an incident occurs (including vandalism, loss or theft), the Member will owe Swapfiets (in addition to the Charge referred to in Article 11.3) a negligence Charge for the applicable Subscription as specified in in Appendix III-F/G.

11.2. In the event of the loss or theft of the Micro-Mobility Product and/or the battery, the Member is obliged to:

a. report the loss or theft to Swapfiets within 24 hours from the moment the Member became aware of it; and

b. return the key to the Micro-Mobility Product to Swapfiets without undue delay (and at the latest at the Swapping appointment (if any) which is scheduled to replace the stolen or lost Micro-Mobility Product); and

c. the event of an E-bike, assist Swapfiets in reporting the loss or theft to the police together with an employee of Swapfiets or, in the event of any Micro-Mobility Product other than an E-bike, to report this loss or theft to the police together with an employee of Swapfiets at Swapfiets' request; and

d. provide any relevant information regarding the loss or theft without undue delay upon Swapfiets' request.

Only if all relevant requirements in this Article 11.2 have been complied with will the Member receive a replacement Micro-Mobility Product from Swapfiets.

11.3. In the event of the loss or theft of the Micro-Mobility Product and/or battery, the Member will owe Swapfiets a Charge for the applicable Subscription as specified in Appendix III-F/G:

a. for such loss or theft (or, if certain parts of the Micro-Mobility Product are lost or stolen, Swapfiets will be entitled to charge this to the Member up to the amount of the relevant Charge);

b. if the Member does not, or not in good time, report such loss or theft; and

c. if the Member cannot hand over the key of the lost or stolen Micro-Mobility Product to Swapfiets.

11.4. If it turns out that the Member has provided incorrect information or has made false statements, the Member shall be fully liable for this. Swapfiets will be entitled to claim any damages from the Member resulting therefrom and to charge an unfairness Charge as set out in Appendix III-H. This unfairness Charge will be charged in addition to the Charge referred to in Article 11.3 and any negligence Charge.

11.5. Notwithstanding the surcharges and compensations referred to in this Article 11, Swapfiets reserves the right to claim from the Member compensation up to the amount of actual damages suffered by Swapfiets resulting from the theft or loss of (parts of) a Micro-Mobility Product and/or the battery.

11.6. If the Micro-Mobility Product and/or the battery which has been notified to Swapfiets as lost or stolen are found again, Swapfiets may, at its discretion and subject to the technical and optical condition of the relevant Micro-Mobility Product and/or battery, reimburse the Member any Charges paid.

11.7. If the Micro-Mobility Product has been removed by the municipality or other public authorities, Swapfiets will contact the Member regarding the collection process. Any costs for obtaining the Micro-Mobility Product or other related costs will be payable by the Member. Swapfiets will be entitled to charge costs for this to the Member, such as any costs incurred by Swapfiets to obtain the Micro-Mobility Product and the relevant Charge as set out in Appendix III-I.

12. Damage and Accidents

12.1. The Member shall report damage to (parts of) the Micro-Mobility Product and/or battery to Swapfiets within 24 hours of the accident occurring or of becoming aware of the damage, unless the Member is prevented from meeting this deadline due to exceptional circumstances as a result of which the Member was reasonably not capable of reporting such damage, for example in the event of a hospital stay after an accident. This applies regardless of the extent of the damage or accident and regardless of whether the Member has caused the damage or accident or not.

12.2. In the event of damage of the Micro-Mobility Product (including any other items, such as batteries and chargers, that were provided with the Micro-Mobility Product) the Member will owe Swapfiets a Charge for such damage as specified in respect of the relevant Subscription in Appendix III-G/J/K or, if certain parts of the Micro-Mobility Product are damaged, Swapfiets will be entitled to charge this to the Member up to the amount of the relevant Charge.

12.3. Swapfiets reserves the right to claim from the Member compensation Swapfiets for any losses arising as a result of a failure by the Member to notify Swapfiets about damages or accidents or failure to notify within the aforesaid timeframe. This includes all additional expenses incurred by Swapfiets for the purposes of repairing the damage as well as third parties' compensation claims which would have been avoided if notice of the defect had been given within the aforesaid timeframe.

12.4. In the event of damage and wear and tear to the Micro-Mobility Product other than what may be expected from normal use (such at the discretion of Swapfiets), or if the Member has caused the accident, Swapfiets reserves the right to claim from the Member up to the amount of actual damages suffered by Swapfiets.

12.5. If there is any damage caused by the contributory fault or fault of a third party, the Member will be obliged to submit within 24 hours from the moment the Member became aware of the damage, or from the moment of the accident to Swapfiets, the contact details of this third party as well as a sketch of the scene that has been agreed by both parties. An accident report form is available on the Website (Hyperlink) Swapfiets reserves the right to charge the Member for all costs and damages arising as a result of a failure by the Member to provide the contact details of the third party or to submit the accident report.

12.6. In case of an accident with the Micro-Mobility Product, the Member must not accept any liability to a third party (e.g. by acknowledgement of a liability or by giving a comparable statement) without Swapfiets' prior consent. Otherwise, the Member alone will bear the consequences of such (accepted) liability and the Member shall indemnify Swapfiets from any third party claims in connection with such acceptance of liability. The Member is not permitted to accept any liability on Swapfiets' behalf or on behalf of Swapfiets' insurer.

13. Accessories

13.1. Member may add-on an Accessory Subscription to the Micro-Mobility Product Subscription, provided the relevant Accessory is available in the Service Area in which the Member has subscribed. The Accessory Subscription is a separate subscription and may be terminated independently of the Micro-Mobility Product subscription.

13.2. Unless this Article 13 specifically provides otherwise, the provisions set out in these General Terms and Conditions apply mutatis mutandis to the Accessory Subscription, so that where "Micro-Mobility Product" is used in the relevant provisions, this should instead be understood as "Accessory".

13.3. In case of any conflicts between the provisions of these General Terms and Conditions and the provisions of this Article 13, the provisions of this Article 13 shall prevail.

13.4. Article 11 of these General Terms and Conditions does not apply in respect of Accessories. In the event of the loss or theft of the Accessory, the Member will be obliged to report this to Swapfiets within 24 hours of becoming aware of the loss or theft, unless the Member is prevented from meeting this deadline due to exceptional circumstances as a result of which the Member was reasonably not capable of reporting such damage, for example in the event of a hospital stay after an accident. In the event of theft or loss of the Accessory, the Member will owe to Swapfiets the Charge as set out in Appendix I.

14. Payments

14.1. When taking out a Subscription, the Member will be required to provide a direct debit mandate to have the monthly Subscription Price and other costs owed debited to the relevant bank account number, credit card or other payment method.

14.2. In the event that additional costs are charged, such as the Charges set out in these General Terms and Conditions, Swapfiets will be entitled to first require payment thereof before providing a new Micro-Mobility Product to the Member.

14.3. If the Subscription Price, Charges or other costs cannot be debited or are wrongly reversed, the Member will be in default by operation of law. In that case, the Member will receive a demand to pay any amounts due within fourteen days. Swapfiets may engage a collection agency if the amounts due have not been paid within the period of fourteen days. All additional administrative costs and extrajudicial collection costs will be payable by the Member. In addition, Swapfiets may trace the location of the Micro-Mobility Product, including by using a Connectivity Device or during a City Sweep, and seize the Micro-Mobility Product and Accessories in respect of which the Member is in payment default.

15. Liability

15.1. Swapfiets will not be liable for any damages or harm (including any fines or other monetary sanctions imposed on) suffered by the Member as a result of using the Micro-Mobility Product, save in the following cases (i) wilful misconduct, deliberate recklessness or gross negligence on part of Swapfiets, (ii) personal injuries if at least negligently caused by Swapfiets, (iii) damages due to the violation of main contractual obligations by Swapfiets (being the delivery of the Product on time and free of defects which impair its functionality or usability more than insignificantly), (iv) a breach of guaranteed quality features and (v) claims under the Product Liability Act.

15.2. Nothing in this agreement excludes Swapfiets' liability for death or personal injury caused by our negligence.

15.3. The Member will be personally liable for compliance with these General Terms and Conditions.

15.4. The Member indemnifies Swapfiets on first written demand for any fines or other monetary sanctions imposed on Swapfiets as a result of the Member's use of the Micro-Mobility Product.

15.5. The Member indemnifies Swapfiets and holds harmless Swapfiets on first written demand from any and all fees, fines, penalties or other monetary sanctions imposed on Swapfiets by third parties, including by public traffic authorities, or losses incurred by or awarded against Swapfiets as a result of breach by the Member of its obligations under the Subscription or these General Terms and Conditions. In this context, Swapfiets may cooperate with and provide requested information to any authorised administrative or judicial authority or, more generally, any third party authorised in accordance with the applicable laws. For the sake of expediency, Swapfiets may pay amounts owed by the Member on the Member's behalf and the Member shall reimburse Swapfiets for such sums. Without prejudice to compensation for any other further damages, for the administrative handling of such incidents Swapfiets reserves the right to charge the Member a fee per incident in the amount set out in Appendix III-C. By accepting these General Terms and Conditions, the Member agrees that Swapfiets may debit these amounts from the Member's payment method as provided in Article 14.1 and that Swapfiets may contact the Member directly to obtain additional information.

16. Amendments

16.1. Swapfiets reserves the right to make reasonable changes to the Subscription Price in the event that Swapfiets' costs change as a result of changes in applicable laws and regulations, or for annual price indexations based on the (CPI 2020, Consumerpriceindex 2020, base 2020). Any such changes will be communicated to the Member via email at least one month before the effective date. The Member will not be permitted to terminate or rescind the Subscription due to a price change unless the Member is a consumer in which case the Member may terminate the Subscription by written notice with effect from the effective date of the price change.

16.2. Swapfiets has the right to unilaterally make minor changes to these General Terms and Conditions (including the information on the Website) due to changes in Swapfiets' product portfolio and/or services, technical, commercial or legal changes or changing market circumstances. Changes in these General Terms and Conditions as well as the Member's objection and termination right will be communicated at least one month before the effective date by means of an announcement on the website and an email to the Member. The Member, who is a consumer, will have the right to object the amendment or terminate the Subscription within one month from being notified about the envisaged amendment. The Member's agreement shall be deemed to have been given if the Member does not object to the amendment or does not terminate the Subscription before it takes effect.

16.3. The Member may change the Subscription into another Subscription (of the same or a longer duration) free of charge, in which case Swapfiets will make an appointment and arrange the exchange of the Micro-Mobility Product for a Micro-Mobility Product that corresponds with the new Subscription.

16.4. A change of Service Area is permitted only with Swapfiets' express consent and shall become effective after written confirmation by Swapfiets of the requested change.

17. Termination

17.1. Swapfiets will be entitled to rescind or terminate, either wholly or partially, the Subscription with immediate effect by means of a written notice to the Member in the event of theft of the Micro-Mobility Product, or if the Member:

a. fails to fulfil its obligations under the Subscription or these General Terms and Conditions, including by failure to pay the Subscription Price, Charges or other outstanding amounts under the Subscription or these General Terms and Conditions in due time;

b. uses the Micro-Mobility Product contrary to the provisions in these General Terms and Conditions;

c. applies for a provisional or definitive suspension of payments or is granted a provisional or definitive suspension of payments;

d. is declared bankrupt or if a petition to enter into bankruptcy or liquidation or a winding-up petition is filed in respect of the Member;

e. is placed under guardianship or is allowed to participate in the debt restructuring scheme for natural persons;

f. is negatively affected in the fulfilment of its obligations under the Subscription due to an attachment on the Micro-Mobility Product, an Accessory or other goods of the Member;

g. in the opinion of Swapfiets, abuses the service offered by Swapfiets; or

h. deliberately provides incorrect information to Swapfiets.

17.2. In case of termination based on Article 17.1, Swapfiets may locate the Micro-Mobility Product (including by using a Connectivity Device or during a City Sweep) and confiscate it immediately.

17.3. Both Swapfiets and the Member may terminate a monthly Subscription at any time with a notice period of one month.

17.4. The Member has the right to immediately terminate the Subscription if Swapfiets has repeatedly or seriously failed to fulfil its obligations described in the Subscription or these General Terms and Conditions. If the Member is a consumer, the foregoing does not affect the right of withdrawal of that Member.

18. Miscellaneous

18.1. The Member shall be deemed to have accepted without reservation all the provisions of these General Terms and Conditions.

18.2. Swapfiets may provide the Member's details to any public authorities upon a request and shall provide such information to the relevant authorities subject to and in accordance with applicable laws.

18.3. Swapfiets will at all times be entitled to transfer its claims against the Member, of any nature whatsoever, to third parties.

18.4. Every notice of termination or rescission must be given in written form. Where a notice or other communication under these General Terms and Conditions shall be given in written form, email shall be sufficient.

18.5. The terms of the relevant Subscription shall prevail in case of conflict between the terms of a Subscription and the terms of these General Terms and Conditions.

18.6. The German language version of these General Terms and Conditions prevails the English language version. The English language version of these General Terms and Conditions is merely a non-binding translation for informational purposes.

18.7. In the event that a provision of these General Terms and Conditions is or becomes wholly or partially void, invalid, impracticable or unenforceable, the validity and the enforceability of the remaining provisions of these General Terms and Conditions shall not be affected. In those circumstances, Swapfiets and the Member shall agree a provision to replace the defective provision which comes as close as possible to what Swapfiets and the Member would have agreed if Swapfiets had realised that the provision was defective, taking into account the spirit and purpose of these General Terms and Conditions and applicable laws. The same applies in respect of any omissions or gaps in the provisions of these General Terms and Conditions.

19. Applicable law and Disputes

19.1. Austrian law applies exclusively to the Subscription and these General Terms and Conditions.

19.2. All disputes arising from or connected with the Subscription and the General Terms and Conditions will only be submitted to the competent court of Vienna, except insofar as another court is competent pursuant to any mandatory provision.

Appendix I – Overview of accessories

Swapfiets offers Accessory Subscriptions to its Members, such as a Basket or a Child Seat. In this Appendix I information is set out about the costs and limitations of the relevant accessory as referred to in the Swapfiets General Terms and Conditions.

A. Basket

A.1 In case of loss of the Basket or damages thereto, Swapfiets reserves the right to apply a Charge to the Member with a maximum fee set out in the table below:

Loss of and/or damages to the Accessory **Accessory**		**Amount**
Basket	€	12,50

All amounts stated in this Appendix I are inclusive of any applicable taxes.

Appendix II – Overview of carry weight limits

Swapfiets offers a variety of Micro-Mobility Products to the Member, such as the Original, Deluxe 7, Power 1, Power 7 and Power Plus. In the tables below, information is set out on the maximum carry weights and luggage carrier load weights per Micro-Mobility Product:

A. Carrier weight limits

Carry weight limits Micro-Mobility Product	Maximum weight
Original	100 kg
Deluxe 7	110 kg
Power 1	120 kg
Power 7	130 kg
Power Plus	170 kg

B. Luggage carrier load weight limits

Load weight limits – front carrier Micro-Mobility Product	Maximum weight
Original	15 kg
Deluxe 7	15 kg
Power 1	15 kg
Power 7	15 kg
Power Plus	30 kg

Load weight limits – rear carrier Micro-Mobility Product	Maximum weight
Original	N/A kg
Deluxe 7	N/A kg
Power 1	N/A kg
Power 7	N/A kg
Power Plus	40 kg

Appendix III – Overview of Charges

In this Appendix III, an overview is provided regarding the Charges as referred to in the Swapfiets General Terms and Conditions.

A. Charges for (a) lost, stolen or damaged key(s) as referred to in article 5.2 of the Swapfiets General Terms and Conditions. In case the key(s) provided to the Member by Swapfiets gets lost, stolen, or damaged, Swapfiets reserves the right to apply a Charge to the Member for the replacement of that/those key(s) with a maximum fee set out in the table below:

Charge for lost, stolen or damaged key(s) Micro-Mobility Product		Amount
One key	€	25,00
Two keys	€	40,00

B. Charge for a breach of the terms set out for a Regular Use Subscription as referred to in article 7.1 of the Swapfiets General Terms and Conditions. Swapfiets offers Regular Use Subscriptions as well as Heavy Use Subscriptions. Regular Use Subscriptions do not allow the Member to use the Micro-Mobility Product for commercial purposes and/or to ride over one thousand kilometres (1.000 km) a month. The Member selects the type of Subscription (Regular- or Heavy Use) during the Order Process. Not all Micro-Mobility Products offer a Heavy Use Subscription option. In such cases the Subscription automatically becomes a Regular Use Subscription. In case of a breach of the terms set for a Regular Use Subscription, Swapfiets reserves the right to apply a Charge to the Member for that breach with a maximum fee set out per relevant Micro-Mobility Product below:

Breach of Regular Use Subscription terms Micro-Mobility Product		Amount
Original		N/A
Deluxe 7		N/A
Power 1	€	500,00
Power 7	€	500,00
Power Plus		N/A

C. Administrative costs as referred to in articles 7.3 and 15.4 of the Swapfiets General Terms and Conditions. Swapfiets reserves the right to apply a Charge to the Member for the administrative handling of matters. Examples in which this Charge is applicable are:

C.1 situations in which Swapfiets has to change the Member its Subscription from a Regular Use Subscription to a Heavy Use Subscription due to a violation of the Regular Use terms by the Member; and/or

C.2 situations in which Swapfiets has to handle fees, fines, penalties or other monetary sanctions imposed on Swapfiets by third parties caused by acts or omissions of the Member.

The maximum amount of a Charge for the handling of administrative matters is set out in the table below:

Charge for administrative costs Micro-Mobility Product		Amount
Applicable to all of Swapfiets its Micro-Mobility Products	€	40,00

D. Charges as referred to in articles 8.5 and 10.1 of the Swapfiets General Terms and Conditions. Swapfiets reserves the right to apply a Charge to the Member for a missed Swap or a Swap that is contrary to the provisions in these General Terms and Conditions. The maximum amount of a Charge for Unjustified Swaps is set out in the table below:

Charge for missed or contradictory Swap Micro-Mobility Product		Amount
Applicable to all of Swapfiets its Micro-Mobility Products	€	20,00

E. Charges set out for theft by the member as referred to in article 10.4 of the Swapfiets General Terms and Conditions. In case the Micro-Mobility Product has not been returned to Swapfiets by the Member within seven days from the End Date this will be considered as theft by the Member. Swapfiets reserves the right to apply a Charge to the Member for the loss of the Micro-Mobility Product. The maximum amount of a Charge for the compensation of a lost Micro-Mobility Product due to theft by the Member is set out the table below per relevant Micro-Mobility Product:

Charge in case of theft by the Member Micro-Mobility Product		Amount
Original	€	250,00
Deluxe 7	€	350,00
Power 1	€	1.100,00
Power 7	€	1.400,00
Power Plus	€	1.400,00

F. Charges set out for the loss of a Micro-Mobility Product as set out in articles 11.1 and 11.3 of the Swapfiets General Terms and Conditions. In case the Member loses the Micro-Mobility Product provided by Swapfiets, Swapfiets reserves the right to apply a Charge to the Member for the loss of the Micro-Mobility Product. The amount of that Charge is defined by the way in which the Micro-Mobility Product was locked and/or whether the Member is able to return the key(s) and/or, if applicable, whether the Member is able to return the battery to Swapfiets. If the Micro-Mobility Product was not (double) locked an additional negligence Charge will be applied. The maximum amount of a Charge for the loss of a Micro-Mobility Product is set out in the tables below per scenario, per relevant Micro-Mobility Product:

Charge for loss of a Micro-Mobility Product that was locked Micro-Mobility Product		Amount
Original	€	40,00
Deluxe 7	€	60,00
Power 1*	€	160,00
Power 7*	€	220,00
Power Plus*	€	220,00

**An additional Charge as referred to in Appendix III-G applies in case of a lost/stolen battery.*

Charge for loss of a Micro-Mobility Product that was not locked Micro-Mobility Product		Amount
Original	€	250,00
Deluxe 7	€	350,00
Power 1*	€	725,00
Power 7*	€	900,00
Power Plus*	€	900,00

**An additional Charge as referred to in Appendix III-G applies in case of a lost/stolen battery.*

G. Charge for damages to and/or loss of the battery as referred to in articles 11.1, 11.3 and 12.2 of the Swapfiets General Terms and Conditions. In case the Member damages and/or loses the battery of the Micro-Mobility Product provided by Swapfiets, Swapfiets reserves the right to apply a Charge to the Member for replacement of that battery with a maximum fee set out in the table below per relevant Micro-Mobility Product:

Charge for a lost, stolen or damaged battery Micro-Mobility Product	Amount
Original	N/A
Deluxe 7	N/A
Power 1	€ 375,00
Power 7	€ 500,00
Power Plus	€ 500,00

H. Unfairness Charge as referred to in article 11.4 of the Swapfiets General Terms and Conditions. If it turns out that the Member has provided incorrect information or has made false statements, Swapfiets reserves the right to apply a Charge to the Member for that statement with a maximum fee set out in the table below:

Unfairness Charge Micro-Mobility Product	Amount
Applicable to all of Swapfiets its Micro-Mobility Products	€ 100,00

I. Charge for the collection of the Micro-Mobility Product from the relevant depot as referred to in article 11.7 of the Swapfiets General Terms and Conditions. A situation could occur in which a Micro-Mobility Product is taken away by the entitled authorities. In case Swapfiets has to collect the Micro-Mobility Product from the depot of the authority, Swapfiets reserves the right to apply a Charge to the Member for the collection of the Micro-Mobility Product with a maximum fee set out in the table below:

Charge for Depot Collection Micro-Mobility Product	Amount
Original	€ 40,00
Deluxe 7	€ 60,00
Power 1	€ 60,00
Power 7	€ 60,00
Power Plus	€ 60,00

J. Charge for lost, stolen or damaged chargers or parts thereof as referred to in article 12.2 of the Swapfiets General Terms and Conditions. In case the charger(s), or parts thereof, provided to the Member by Swapfiets gets lost, stolen, or damaged, Swapfiets reserves the right to apply a Charge to the Member for the replacement of (the parts of) that/those charger(s) with a maximum fee set out per relevant Micro-Mobility Product in the tables below:

Charge for a lost, stolen or damaged regular charger Micro-Mobility Product	Amount
Original	N/A
Deluxe 7	N/A
Power 1	€ 65,00
Power 7	€ 65,00
Power Plus	€ 65,00

Charge for a lost, stolen or damaged fast charger Micro-Mobility Product	Amount
Original	N/A
Deluxe 7	N/A
Power 1	€ 95,00
Power 7	€ 95,00
Power Plus	€ 95,00

Charge for a lost, stolen or damaged charger plug Micro-Mobility Product	Amount
Original	N/A
Deluxe 7	N/A
Power 1	€ 20,00
Power 7	€ 20,00
Power Plus	€ 20,00

K. Maximum Charge for damages to the Micro-Mobility Product or parts thereof as referred to in article 12.2 of the Swapfiets General Terms and Conditions. In the event of damages to the Micro-Mobility Product, or parts thereof (excluding parts specified in these General Terms and Conditions such as batteries, keys or chargers), Swapfiets reserves the right to apply a Charge to the Member for such damages with a maximum fee set out in the table below per relevant Micro-Mobility Product:

Maximum Charge for damages to the Micro-Mobility Product		
Micro-Mobility Product		**Amount**
Original	€	40,00
Deluxe 7	€	60,00
Power 1	€	200,00
Power 7	€	220,00
Power Plus	€	220,00

All amounts stated in this Appendix III are inclusive of any applicable taxes.