

TERMS AND CONDITIONS

PREAMBLE

The ALOE Bikes service is managed by ABlink SAS, a société par actions simplifiée (simplified joint stock company) whose registered office is located at 32 Rue de Paradis Bureau 407, 75010 Paris (France) and whose registration number with the Paris Trade and Companies Registry is 922 150 438.

The present document defines the general conditions governing the use of the ALOE Bikes service by users, which are deemed to be expressly accepted without reservation by the latter when using the platform alone.

These Conditions are drafted and prepared in compliance with and in accordance with the provisions contained in the French Consumer Code, the French Post and Electronic Communications Code (Implemented January 1, 2005), and the RGPD - European Regulation 2016/679 for the protection of personal data.

ABlink SAS reserves the right to modify these Terms at any time.

Any modification of these Terms shall be deemed fully binding on the User; consequently, in the event of modification of these Terms, ABlink SAS shall give prior notice to Users of the ALOE Bikes service.

DEFINITIONS

"**ABlink**" refers to ABlink SAS, a simplified joint stock company that rents out light electric vehicles.

"**Vehicle**": a light vehicle, such as an electric bicycle.

"**Host establishment**": the accommodation establishment where the customer stays during the period of use of the service.

"**Customer**": any consumer as defined in the preliminary article of the French Consumer Code.

"**Booking process**": registration via the booking platform.

"**Rental**": the rental service that provides a vehicle and accessories of the Customer's choice.

"**Accessories**": products and tools ancillary to the electric bicycle, such as, for example, helmets, locks, user manuals, battery chargers, parking lights.

"**Rental Period**": the duration of the service chosen by the customer, after which, unless the service is extended at the customer's discretion, the contract is considered terminated.

1. PURPOSE OF THE SERVICE

1.1 ALOE Bikes is an electrically assisted bicycle rental service.

1.2 By making a reservation via the registration platform, the Customer establishes a direct and legally binding contractual relationship with the Host Establishment.

2. RESERVATION PROCESS

2.1 Registration on the Platform is to be considered as a legal act for all intents and purposes which, as such, may only be carried out by natural persons capable of acting in accordance with the French provisions in force.

2.2 If registration is carried out in the name of and on behalf of a legal entity, it must be verified that all authorization conditions have been met.

2.3 The act of registration is deemed to be made on an exclusively personal basis. Consequently, the possibility of allowing third parties to participate in and use the booking process is excluded, unless ABlink SAS expressly communicates otherwise.

2.4 In the event of a proven breach of the requirements contained in this Document, ABlink SAS reserves the right to impose restrictions of any kind on the Customer.

3. DATA PROCESSING AND PROTECTION

3.1 ABlink complies with the legal provisions applicable to the processing and protection of Customer data, in particular the provisions of the RGPD - European Regulation 2016/679 for the protection of Personal Data.

3.2 The data controller is ABlink SAS, a simplified joint stock company whose registered office is located at 32 Rue de Paradis Bureau 407 Paris, postal code 75010 (France).

3.3 In accordance with the provisions of art. 13 RGPD co 1 letter c) - read in conjunction with art. 6 RGPD -, ABlink processes the Personal Data necessary to provide the contractual services to Customers and/or third parties with the aim of ensuring the best possible user experience for Customers. Specifically, the processing of location data is also necessary for the provision of services.

3.4 Insofar as ABlink processes personal data on the basis of consent, it is emphasized that the customer may revoke such consent at any time with effect for the future in accordance with Article 13 RGPD co 2 letter c). Furthermore, in accordance with the aforementioned Article 13 RGPD co 2 letter b), the customer has the right to information and access, the right to rectification, the right to deletion on one of the grounds mentioned in Article 17 RGPD, the right to limitation, the right to data portability and the right to object; in accordance with Article 13 RGPD co 2 letter d), the customer has the right to lodge a complaint in accordance with Article 77 RGPD with a data protection authority.

3.5 Access to location data is only possible for specially authorized employees, including the Vehicle supplier and Rental service provider. In the event of theft or other crime related to this contractual relationship, ABlink may disclose location data to law enforcement authorities.

3.6 Personal Data is retained only for the period of the vehicle rental or, failing that, ABlink reserves the right to clearly indicate the criteria used to determine the retention period, but the customer has the right to delete it pursuant to Article 18(1)(a) of the GDPR.

3.7 Further information on the purpose, nature and scope of data processing is available in the privacy policy.

4. APPLICABILITY

4.1 These General Terms and Conditions, together with the Schedule attached hereto, apply to all Rentals between the Host Institution and the Customer.

4.2 Agreements between the Host Institution and the Customer, whether different from or in addition to these General Terms and Conditions, shall only be valid if expressly confirmed in writing and by e-mail by the Host Institution.

5. RENTAL

5.1 The Customer receives confirmation of his/her order after completing the Reservation Process. Thereafter, the Customer and the Host Location will agree on the time and place of delivery or collection of the Vehicle.

5.2 The Rental takes effect when the Customer takes possession of the Vehicle at the Host Location, unless expressly stated otherwise in the confirmation.

5.3 ABlink charges the Customer a one-time fee (deposit) at the discretion of the Host Location based on the Rental made.

5.4 The Customer has a Vehicle and may use it during the Rental Period in accordance with the General Terms and Conditions.

5.5 As soon as the Vehicle is made available by the Host Location, the Customer must pay ABlink, for the duration of the Rental Period, the Fees agreed upon during the Reservation Process. Unless otherwise agreed, the Fees must be paid in advance at the conclusion of the Reservation Process.

5.6 The Customer may only use the Vehicle in the country where the Rental Agreement has been concluded.

6. PADLOCKS AND KEYS

6.1 The Host Facility provides the Customer with a key to be used with the corresponding padlocks. The Host is authorized to retain a duplicate set of Vehicle keys and/or padlocks.

6.2 The Customer shall not be entitled to make or cause to be made copies or duplicates of keys or to have more than one key in his possession. The Customer must protect the key against loss, theft and unauthorized use at all times and is not authorized to pass it on to third parties.

6.3 If the key is lost, stolen or damaged, the Customer must request a new key from the Host Institution. The Host Institution may apply Charges for a new key as described in the Appendix. A key that has been reported lost or stolen and is found must be returned to the Host Establishment immediately.

7. ACCESSORIES

7.1 The Customer may add accessories to the Vehicle Rental provided that the Accessory concerned is available at the Host Location.

7.2 The provisions of these General Terms and Conditions shall apply mutatis mutandis to the Rental of Accessories, so that where reference is made to "Vehicle" in the relevant provisions, this shall be interpreted as "Accessory".

7.3 In the event of loss or theft of the accessory, the Customer must notify the Host Establishment within 2 (two) hours of discovery, unless this is impossible due to exceptional circumstances. The Customer shall also owe ABlink the Fees set out in the Appendix.

8. GENERAL CONDITIONS OF USE AND PROHIBITIONS

8.1 For the purposes of these General Terms and Conditions, use of the Vehicle shall be deemed to include, in all cases, driving, hand-driving, parking, and storing the Vehicle.

8.2 The Customer uses the Vehicle at its own risk and is responsible for such use. It is the Customer's responsibility to carry out reasonable checks to ensure that the Vehicle remains in good condition throughout the Rental Period. For example, the Customer must check for loose screws or other parts, tire pressure and condition, proper operation of lights (front and rear), presence and visibility of reflective devices (rear and side), proper operation of horn, computer and braking system.

8.3 The Customer will not be permitted to use the Vehicle if it has identified defects and/or damage resulting in safety or other issues relating to the proper use of the Vehicle, unless such use is limited to hand-driving, parking and storage. The Customer must inform the Host Establishment of such defects and damage in a timely manner, including requesting replacement of the Vehicle. If the Customer uses the Vehicle for driving, this will be interpreted as evidence that the Vehicle is in good working order.

8.4 In the event of battery malfunction, whether due to immersion in water, housing defect or liquid leakage, the Customer must isolate the battery immediately and inform the Host Establishment. The battery may only be used for the respective Vehicle. In the event of loss or theft of the battery, ALOE Bikes reserves the right to charge a fee in accordance with the Appendix.

8.5 The Customer must use the Vehicle normally and take good care of it. The Customer must avoid any unusual stress on the Vehicle and use it only on roads, paved paths or paths suitable for light electric vehicle traffic. Notwithstanding the foregoing, the Customer shall have the right to drive, park or store the Vehicle on unsuitable sections, paths and roads, provided that the Customer ensures that such use does not result in damage to the Vehicle.

8.6 The Customer is required to lock the Vehicle using all padlocks provided by the Host Establishment on a suitable fixed object.

8.7 If it is not possible to lock or use the Vehicle due to a technical malfunction, the Vehicle must not be left unattended and the Customer must immediately inform the Host Establishment of the malfunction.

8.8 The Customer is responsible for checking the functionality of the Smartphone Carrying Device prior to use. Neither the Host nor ABlink accepts any liability for any damage caused to the Smartphone by incorrect use of the Smartphone carrying device.

8.9 The Vehicle is for the Hirer's personal use only. The Customer must not allow third parties to use the Vehicle. The Customer must not sell, lease, sublease, create or grant to third parties a security interest or any other right in the Vehicle. In the event of culpable breach, the Customer shall be liable to pay a contractual penalty in accordance with the schedule of charges and the Host Establishment shall have the right to terminate the rental agreement with immediate effect, without notice, and to demand the immediate return of the Vehicle.

8.10 The Customer may use the Vehicle only if it complies at all times during the Rental Period with all aspects of all applicable laws and regulations, including, but not limited to, compliance with the minimum age requirement, compliance with the rules of use (such as the prohibition on increasing the maximum speed of Electronic Products, speed limits and parking rules) and possession of the appropriate licenses and insurance.

8.11 If, during the Rental Period, (i) the Customer's driving license is temporarily suspended or permanently revoked, (ii) the Customer is prohibited from driving by a judicial or administrative decision, or (iii) the Customer's authorization to drive and/or maintain the Vehicle is restricted in any other way, the Customer must immediately inform the Host Establishment.

8.12 The Customer must not use the Vehicle (i) if suffering from a medical condition, (ii) if taking medication that may affect the use of the Vehicle or (iii) if under the influence of drugs and/or alcohol.

8.13 The Customer may only use the Vehicle within the weight limit of 120 kg.

8.14 The Customer may only use the Vehicle's luggage rack in an appropriate manner, in accordance with its intended use. In particular, the Customer must not transport people or animals and, in any event, must not carry a load of more than 15 kg on the luggage rack.

8.15 The Customer may not transport any person on the Vehicle, unless specifically authorized in the context of the Rental concerned and provided that the Customer ensures that such person complies with applicable laws and regulations (such as wearing a helmet).

8.16 If a child seat is included as an accessory as part of the Rental, the Customer is obliged to check its operation and road safety before each use. The child seat is approved for use by children aged between 9 months and 6 years, weighing between 9 kg and 22 kg. When using the seat, the customer is responsible for properly securing the child using the belt system provided, and for ensuring that the child wears a bicycle helmet. The Host Establishment is not liable insofar as the damage is based on a breach of the Customer's obligations or is caused by misuse of the seat by the Customer or is attributable to the Customer.

8.17 The Customer may not destroy the Vehicle, make any modifications to it that cannot be undone without damaging it, or manipulate the Vehicle's electronics, battery, computer and/or software in any way.

8.18 The addition of accessories not included in the delivery and not covered by the Lease ("Additional Accessories"), which are customary for the type of vehicle concerned, is permitted provided that they can be removed without leaving any traces. The attachment and removal of Additional Accessories is at the Customer's risk and expense. The Customer is liable for any damage resulting from the attachment and/or removal of additional accessories to the vehicle. The Host Company assumes no liability for additional accessories attached by the Customer.

8.19 The Host Establishment shall have the right to inspect the Vehicle at any time, to replace the Vehicle in whole or in part and to carry out any necessary maintenance, servicing and repairs and the Customer shall cooperate in this regard.

8.20 The Host Establishment has the right to prevent the Customer from using the Vehicle (i) in the event of non-payment of the rental fee, (ii) in the event of suspected misuse (e.g. for commercial purposes), (iii) if the Vehicle has a safety-critical defect or (iv) if the Customer otherwise breaches the provisions of these terms and conditions. In such cases, the host establishment also has the right to locate the vehicle by means of technology such as GPS, and the right to repossess the Vehicle.

9. CONCLUSION OF THE LEASE

9.1 Once the Reservation Process has been successfully completed, the Customer submits a binding offer to conclude a Rental. By means of the order confirmation sent by the Hosting Location by e-mail, the Hosting Location accepts the Customer's offer to enter into a contract for a Rental service.

9.2 The Host Institution will not save the text of the contract after the conclusion of the Rental.

9.3 During the reservation process, the Host Establishment selects the most suitable Vehicle and, if necessary, the Customer may request additional Accessories.

9.4 The Customer may not demand to receive a Vehicle of a specific color or design.

9.5 The Host Establishment is obliged to leave the items rented to the Customer in a usable condition and to maintain their usability during the Rental Period.

9.6 The Host Establishment reserves the right, at its own discretion, to require the Customer to pay a deposit, up to the value of the rented vehicle, as a guarantee in special cases. The amount of the deposit must be paid before delivery of the chosen vehicle. After termination of the subscription contract, the amount of the deposit is credited no later than 5 (five) working days after return of the vehicle, using the method of payment chosen by the Customer on conclusion of the contract. As an alternative to the security deposit, the Host Firm reserves the right, at its discretion in individual cases, to require payment of a security deposit, up to the maximum value of the vehicle made available, as a guarantee for the Customer. The amount of the deposit must be paid to the Host Establishment prior to delivery of the selected Vehicle and will be cleared at the end of the Rental upon return of the Vehicle using the method of payment chosen by the Customer at the time of conclusion of the contract.

9.7 The Customer is at no time the owner of all rented items, the Vehicle and all Accessories.

9.8 The contractual duration of the Rental is agreed during the Reservation Process, unless extended by the Customer.

9.9 At the end of the Rental Period, the Customer must return the Vehicle, including all Accessories (including batteries and keys, telephone holder, etc.), in good working order to the Host Facility on the agreed date. The Customer must inform the Host Facility of any technical malfunction.

9.10 If the Customer returns the vehicle after the date and/or time specified in the Vehicle Reservation Process, the Customer will be charged for the additional rental hours/days in accordance with the Host Location's rate(s).

9.11 The grounds authorizing the Host Establishment to proceed with extraordinary termination include, but are not limited to, all circumstances that authorize the Host Establishment to block the Customer's access to the Vehicle, in whole or in part, or to suspend the provision of all services associated with the subscription in accordance with the contract, for example due to damage to reputation or breach by the Customer of a contractual obligation or breach of the standards of interaction between the Host Establishment and the Customer. This violation includes, but is not limited to, defamation, slander, hatred, incitement and threats of violence or invitations to violence against employees of the Host Establishment. The Customer has the opportunity to comment on a notice, which may precede termination, within 7 (seven) days of receipt of the notice, by e-mail addressed to the Host Establishment. In the absence of any comments from the Customer within the aforementioned period, the Host Institution may unilaterally terminate the contract at the end of the current payment period. The right to claim damages in the event of termination remains unaffected.

10. THEFT AND LOSS

10.1 In order to prevent accidents such as loss, theft and damage, the Vehicle must always be properly locked with the padlock(s) provided by the Host Establishment. Wherever possible, the Vehicle should be secured to a fixed object using a chain and padlock. In addition, if the Vehicle is equipped with a battery, this must be locked with the key and kept in a safe place when the Vehicle is parked, and must always be secured with the padlock provided while driving. If the Vehicle and/or battery are not locked or secured and an incident (including vandalism, loss or theft) occurs, the Customer will be liable for applicable Rental Negligence Charges as specified in the Schedule. If an optional warranty covering damage and theft is taken out, the Customer will be covered according to the conditions defined in the warranty selected.

10.2 In the event of loss or theft of the Vehicle and/or battery, the Customer must (i) report the loss or theft to the Host Establishment within 2 (two) hours of the Customer becoming aware of the loss or theft; (ii) return the Vehicle key to the Host Establishment without undue delay; (iii) assist the Host Establishment in reporting the loss or theft to the police by providing any relevant information without delay at the Host Establishment's request.

10.3 The Customer will only receive a replacement Vehicle from the Host Establishment if all relevant requirements have been met.

10.4 If the Customer provides incorrect information or makes false statements, he/she is fully liable. The Host has the right to claim damages from the Customer.

10.5 Without prejudice to surcharges and damages, ABlink reserves the right to claim compensation from the Customer for the actual damage suffered by the Host Institution as a result of the theft and/or loss (of parts) of a Vehicle and/or the Battery.

10.6 If the Vehicle and/or Battery reported to ABlink as lost or stolen is found, ABlink may, at its discretion and subject to the technical and visual condition of the Vehicle and/or Battery in question, refund to the Customer all Charges paid.

10.7 If the Vehicle has been removed by the municipality or other public authorities, ABlink will contact the Customer regarding the recovery procedure. Any costs of obtaining the Vehicle or other related costs shall be borne by the Customer. ABlink has the right to charge the Customer for these costs.

11. DAMAGE, ACCIDENTS AND REPAIRS

11.1 The Customer is covered for all basic repairs, e.g. bell, brakes, chain, chain guards, gears, handles, lights, luggage straps, mudguards, pedals, saddle, screws, stand, steering, tires.

11.2 The Customer is covered for all roadside repairs and/or the return of the bicycle for any reason not resulting from improper use on the part of the Customer. Forms of compensation: public transport ticket for return to the host establishment.

11.3 The Customer shall bear the costs of repair and replacement of parts if (i) the damage has been caused by improper use, (ii) the damage has been caused by inappropriate use, (iii) parts of the Vehicle have been lost and must now be replaced, (iv) the damage has been caused by deliberate or negligent action on the part of the Customer.

11.4 The Customer must report damage to the Vehicle and/or Battery (or parts thereof) to the Host Establishment within 2 (two) hours of the occurrence of the incident or from the time the Customer becomes aware of the damage, unless the Customer is prevented from doing so due to exceptional circumstances. This provision applies irrespective of the extent of the damage or accident and whether or not the Customer caused the damage or accident.

11.5 In the event of damage to the Vehicle and/or Battery, the Customer shall owe ABlink an amount for such damage as specified in the Schedule.

11.6 ABlink reserves the right to claim compensation from the Customer for any loss resulting from the Customer's failure to notify ABlink of the damage and/or accident or to notify ABlink within the aforementioned period in accordance with Article 11.4. This includes any additional costs incurred by ABlink in repairing the damage as well as third-party claims.

11.7 In the event of damage and wear to the Vehicle other than that expected from normal use - as defined at ABlink's discretion - or if the Customer has caused the accident, ABlink reserves the right to claim compensation from the Customer up to the amount of the actual damage suffered.

11.8 In the event of damage caused by the negligence or fault of a third party, the Customer is obliged to notify the Host Establishment of this third party's contact details, together with a sketch of the accident site agreed by both parties, within 2 (two) hours of the Customer becoming aware of the damage, i.e. from the time of the accident.

11.9 In the event of an accident with the Vehicle, the Customer shall not accept any liability to third parties (e.g. by admitting liability or providing a comparable statement) without ABlink's prior consent. Otherwise, the Customer shall exclusively bear the consequences of such acceptance of liability and shall indemnify ABlink against any third-party claims in connection with such acceptance of liability. The Customer is not authorized to accept any liability on behalf of ABlink's vehicles or ABlink's insurer.

12. PAYMENTS

12.1 For the Rental of a Vehicle and, where applicable, its Accessories or additional services, fees are due at the time of the Vehicle Reservation Process.

12.2 The possible methods of payment are indicated to the Customer in the product information and/or in the Reservation Process.

12.3 The punctuality of payment is subject to ABlink's receipt of the amount by virtue of an unconditional provision.

12.4 ABlink processes all payments through external payment service providers. The Customer agrees that ABlink may only accept payments through such service providers or that the service provider may invoice the resulting amounts.

12.5 All prices include the statutory value-added tax.

12.6 If the Customer defaults on payment of part of the invoice amount, ABlink shall be entitled to terminate the contract with immediate effect. In this case, ABlink reserves the right to repossess the Vehicle at the Customer's expense. In this context, the Customer is obliged to make the Vehicle available to the Host Institution on the notified date. If the Vehicle is not available, ABlink may claim compensation for costs incurred in accordance with the Appendix. The Customer is free to prove that no damage has occurred or that the damage is significantly less than the lump sum.

12.7 In the event of extraordinary termination, ABlink shall be entitled, without prejudice to statutory rights of default, to demand a lump-sum compensation of 50 (fifty) euros. ABlink is free to claim damages in excess of the lump sum. This is without prejudice to the Customer's right to prove that ABlink has suffered no damage or only minor damage.

12.8 If the Rental Price, fees or other costs cannot be invoiced or are cancelled in error, the Customer is legally in default. In this case, the Customer will receive a demand for payment of the amounts due within 14 (fourteen) days. ABlink may call in a collection agency if the amounts due have not been paid within 14 (fourteen) days. All additional administrative and out-of-court collection costs are to be borne by the Customer. In addition, ABlink may locate the Vehicle, in particular by means of a GPS tracker or during a city spotting operation, and repossess the Vehicle and Accessories in respect of which the Customer is in default of payment.

13. LIABILITY

13.1 The Host Institution and ABlink shall not be liable for any damage or loss (including fines or other financial penalties imposed) suffered by the Customer as a result of the use of the Vehicle,

except in the case of wilful misconduct, wilful recklessness or gross negligence on the part of ABlink or for damage which cannot be excluded on the basis of mandatory legal provisions.

13.2 The Customer is personally responsible for compliance with these Terms and Conditions.

13.3 The Customer shall indemnify ABlink, upon first written demand, for any fine or other financial penalty imposed on ABlink as a result of the Customer's use of the Vehicle.

13.4 The Customer shall indemnify ABlink and hold it harmless from the first written demand for any costs, fines, penalties or other pecuniary sanctions imposed by third parties in connection with the use of the Vehicle during the Rental Period with the Customer. In this context, ABlink may cooperate and provide the required information to any authorized administrative or judicial authority or, more generally, to any authorized third party in accordance with applicable laws.

13.5 For convenience, ABlink may pay any amounts owed by the Customer on the Customer's behalf and the Customer shall reimburse ABlink for such amounts. Without prejudice to compensation for any other damages, ABlink reserves the right to charge the Customer, for the administration of such incidents, a fee per incident, the amount of which is set forth in the Appendix. By signing these Terms and Conditions, the Customer agrees that ABlink may debit these amounts to the Customer's payment method and that ABlink may contact the Customer directly for further information.

14. MISCELLANEOUS PROVISIONS

14.1 The Customer is deemed to have accepted without reservation all the provisions of these General Terms and Conditions.

14.2 ABlink may provide the Customer's contact details, where strictly necessary, to any public authority that so requests. The information will be transmitted to the competent authorities, subject to and in accordance with applicable laws.

14.3 ABlink always has the right to transfer its claims against the Customer, of whatever nature, to third parties.

14.4 If any provision of these General Terms and Conditions is or becomes wholly or partially void, invalid, impracticable or unenforceable, the validity and enforceability of the remaining provisions of these General Terms and Conditions shall not be affected thereby. In such circumstances, ABlink and the Customer shall agree on a new provision to replace the invalid provision, taking into account the spirit and purpose of the General Terms and Conditions and applicable laws. The same applies to any omissions or gaps in the provisions of these General Terms and Conditions.

14.5 French law applies exclusively to the Rental and these Terms and Conditions.

14.6 If the Customer is a consumer within the meaning of Ordinance no. 2016-301 of March 14, 2016 (French Consumer Code), the court of the Customer's chosen place of residence or domicile on French territory will have exclusive jurisdiction for all disputes arising out of or in connection with the Rental and the General Terms and Conditions. In all other cases, the Paris court shall have sole jurisdiction.

Status: 22.10.2023

APPENDIX

DEDUCTIBLES AND COSTS

1. THEFT AND LOSS OF BICYCLE

Stolen bike: 1638€.

Stolen bike properly locked if you take out the 50% guarantee: €819.

Stolen bike properly locked if you take out the 95% guarantee: €82.

Bike not returned, battery and accessories not returned: €1,698.

2. STOLEN/LOST BATTERY

Stolen/lost battery (with or without bike): €400.

3. LOSS - DAMAGE TO ACCESSORIES - UNJUSTIFIED REPLACEMENTS

Smartphone holder: €20.

Padlock: 50€.

Basket: €50.

Padlock key: €20.

4. VEHICLE RECOVERY IN EXTRAORDINARY CASES (depending on costs)

Bike recovery in extraordinary cases: from €100.

5. COSTS FOR VEHICLE DAMAGE

Serious damage to the vehicle (decided on a case-by-case basis): up to €800.

Damage to folded luggage rack: €80.

Cleaning for extraordinary soiling: €20.

Status: 22.10.2023