

GENERAL TERMS AND CONDITIONS STAXI VERVOER B.V.

ARTICLE 1. | DEFINITIONS

The following terms have the following definitions in these general terms and conditions unless the nature or the scope of the following provisions determine otherwise.

1. Staxi: Staxi Vervoer B.V., the user of these general terms and conditions, located in Amsterdam, registered in the Commercial Register with CoC number 72113456.
2. Customer: the natural or legal person who has concluded or intends to conclude an agreement with Staxi, or the person for whom the agreement has been stipulated and who has accepted this stipulation.
3. Driver: the driver within the meaning of Article 1(1)(n) of the Road Traffic Act, or the actual driver of a pedicab. Drivers perform the rides at their own risk and expense. There is never an employee-employer relationship between the drivers and Staxi.
4. Agreement: the agreement for passenger transport to which these general terms and conditions apply.
5. Ride: the road transport performed by the driver for the benefit of the customer within the context of the agreement. The ride includes entering and exiting the vehicle.

6. Reservation: the ride reserved by the customer using the app, by phone or through the website.

7. Taxi: the motor vehicle of the driver or the pedicab used for the ride.

8. Website: the website of Staxi: www.staxi.nl.

9. App: the mobile app of Staxi.

10. In writing: both traditional written communication and communication by email.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer made by Staxi to a customer and each concluded agreement.
2. The applicability of any general or other conditions of the customer is explicitly rejected.
3. The provisions of these general terms and conditions may only be waived in writing. If any written agreement between the parties deviates from the provisions of these general terms and conditions, the written agreement between the parties shall prevail.
4. Destruction or nullity of one of these provisions does not affect the validity of the remaining provisions. The parties shall then be required to consult on an alternative provision to replace the affected provision. The purpose and intent of the original provision shall be observed as much as possible.

ARTICLE 3. | OFFER AND CONCLUSION OF THE AGREEMENT

1. Each offer of Staxi on the website or elsewhere is non-binding and subject to the availability of sufficient means of transport. Staxi is never held to accept a reservation unless an already concluded agreement determines otherwise.

2. An offer of Staxi does not automatically apply to subsequent agreements.

3. A compound sales quotation does not obligate Staxi to execute a part of the proposal at a corresponding part of the quoted price.

4. Pedicabs must be reserved at least two hours in advance.

5. The agreement is concluded through offer and acceptance. The customer will receive an automatic confirmation of the reservation.

ARTICLE 4. | CANCELLATION

1. The customer is entitled to cancel the reservation placed through the app or the website up to one hour before the start of the ride against payment of €5 in cancellation fees. In case of termination between 60 minutes and 0 minutes before the start of the ride, the customer shall owe the full price of the ride.
2. Cancellation, as referred to in the previous paragraph, is only possible through the app or the website. If the reservation was made

through the website, cancellation is only possible using the instructions given in the hyperlink in the confirmation received by the customer on the specified email address.

3. If the customer has paid in advance as specified in paragraph 1 and the customer is entitled to a partial refund based on the provisions of this paragraph, Staxi shall pay this refund as soon possible but no later than 14 days after receipt of the cancellation.

ARTICLE 5. | OBLIGATIONS OF THE CUSTOMER

1. Unless explicitly stated otherwise, the customer shall at all times be required to specify a valid pick-up location and destination as part of his reservation. The destination cannot be changed during the ride unless the driver agrees in advance.
2. The customer must ensure he is ready to leave at the agreed time.
3. The customer shall not pollute or damage the taxi or its inventory. Any costs incurred by the driver as a result of abnormal pollution shall be at the expense of the customer.
4. The customer is held to behave according to the directions of the driver during the ride.
5. Smoking in the vehicle of the driver is not allowed.

6. The customer is required to use the seatbelts in the vehicle of the driver during the ride. Any fine resulting from a failure to comply with this obligation shall be charged to the customer.

7. The customer shall refrain from causing nuisance and inconvenience to the driver, other passengers and other road users.

8. The customer may not be in the possession of weapons, drugs, explosives or other hazardous substances during the ride. The driver shall always be reasonably entitled to refuse certain luggage or other items. The customer is always required to refrain from aggression, intimidation, or other improper conduct, using alcoholic beverages and from carrying and/or using narcotics in the taxi.

9. If the customer chooses to open the door of the vehicle of the driver, he is required to open the door in such a manner that it does not cause any nuisance and/or danger to other traffic.

10. The customer is required to properly pack his or her hand luggage.

11. Living animals may be carried in an easily portable basket, bag or similar object or held in the lap of the passenger, except for the provisions of the previous paragraph of this article. Dogs may also be carried by other means, provided that they are kept on a short leash.

12. The animals referred to in the previous paragraph may not be brought into the vehicle if they are in any way difficult or cumbersome for the customer or the driver or if they suffer from a serious illness. Service dogs such as guide dogs can always be brought into the vehicle. If a driver is allergic, he shall arrange replacement transport within a reasonable period.

13. The driver is entitled to refuse further transport to the customer if the latter acts in violation of any provision of this article.

ARTICLE 6. | LOST AND FOUND

1. The customer is required to inform Staxi of any found objects as soon as possible. Staxi is entitled to hold a found object after provision of a receipt. If the customer wants to hold the object, he or she is required to do anything that may reasonably be required to find the owner.

2. Staxi is entitled to sell an object found by the driver or a third party after three months or sooner if the object cannot be kept for a longer period, provided it is not a valuable object.

3. Staxi is required to return a found object or the profits from an object sold based on the previous paragraph or a found sum of money to the owner if he or she contacts Staxi within one year after the lost object has been reported. If the entitled party claims the found object or

the profits from the sale, Staxi may charge the due custodian fees and administrative costs.

ARTICLE 7. | FORCE MAJEURE

1. Staxi is not obliged to meet any obligation of the agreement if it is hindered by a circumstance which cannot be attributed to it under law, a legal action or generally accepted standards.
2. Force majeure includes non-availability and illness of drivers, strikes within the company, and other unforeseen circumstances that make timely performance of the agreement impossible.
3. If due to force majeure the fulfilment of the agreement becomes partially or completely impossible, the part of the agreement affected by the force majeure shall be considered dissolved without the customer being entitled to claim any form of compensation.

ARTICLE 8. | SUSPENSION AND TERMINATION

1. Staxi is, if the circumstances justify, authorised to suspend the execution of the agreement or to fully or partially dissolve the agreement with immediate effect if and to the extent the customer not timely or not fully complies with his obligations under the agreement or if Staxi after the conclusion of the agreement learns of circumstances providing decent grounds to fear that the customer shall not fulfil his obligations.

2. If the customer is bankrupt, attachment is levied on his goods, or cannot freely dispose of his assets for any other reason, Staxi shall be entitled to terminate the agreement with immediate effect unless the customer already has provided adequate security for payment.
3. Staxi shall also be entitled to terminate the agreement in whole or in part if circumstances arise of such nature that fulfilment of the agreement is impossible or unaltered continuation cannot reasonably be demanded.
4. The customer shall never be entitled to any compensation related to the exerted suspension or cancellation rights of Staxi under this article.
5. To the extent that this can be attributed to him, the customer shall be obliged to compensate the damage suffered by Staxi due to the suspension or termination of the agreement.
6. If Staxi terminates the agreement pursuant to this article, all claims on the customer shall become immediately due and payable.

ARTICLE 9. | FEES AND PAYMENT

1. Fares are based on the rates determined and published in accordance with the Passenger Transport Act or agreed in advance.
2. If payment is made in cash, the driver and Staxi shall be entitled to demand that the customer pays in exact change. They are not held to

accept coins as payment if counting them causes disproportionate delays.

3. Staxi and the driver shall at all times be entitled to demand that the customer provides security for fulfilment of his payment obligations under the agreement.
4. Unless expressly agreed otherwise, payments shall be paid in cash no later than the time of arrival at the destination.
5. If the fare has not already been paid before the start of the ride and the customer during the ride does not have sufficient change to pay the agreed price, the customer shall be required to withdraw cash at the nearest ATM if there is no reasonable alternative available.
6. If the fare has not already been paid before the start of the ride and it has been expressly agreed that payment shall not be made in cash, payments must be made to Staxi by bank transfer within 30 days of the invoice date in the manner prescribed by Staxi.
7. In case of road pricing, Staxi shall be entitled to demand partial or full advance payment of the agreed price. Staxi shall not be held to implement the agreement before the corresponding advance payment has been received by Staxi.
8. If the customer fails to timely fulfil his payment obligations, he shall legally be in default without further notice being required. Staxi

shall from that moment be entitled to charge the legal (commercial) interest on the due amount. The period over which the legal (commercial) interest is charged shall start on the day the customer is in default and end on the day the complete due amount including interest has been paid.

9. All reasonable costs, including judicial, extra-judicial and enforcement costs, incurred in the collection of the amounts payable by the customer shall be borne by him.

ARTICLE 10. | LIABILITY

1. Staxi only mediates between the customer and the driver for the provision of rides. Staxi shall never be involved in the transport agreement between the customer and the driver other than expressly stipulated in these general terms and conditions.
2. The driver, not Staxi, shall be liable for damage caused by death or injury of the customer as a result of an accident incurred in relation to and during the ride. The driver shall not be liable if the accident is caused by a circumstance which could not have been avoided by a careful driver and which consequences he could not have avoided. If the driver or Staxi is legally liable for damage resulting from death or injury of the customer or for the complete or partial loss of or damage to the hand luggage of the customer, their liability shall be limited to the

amounts determined in the order in council based on Article 8:1157 DCC.

3. The customer shall be liable for all material and immaterial damage caused during or in relation to the transport, provided that the damage can be attributed to him.
4. The customer indemnifies Staxi against claims of the driver or third parties in relation to the implementation of the agreement.
5. Without prejudice to the rest of this article, Staxi shall never be liable for a higher damage amount than paid by the liability insurance of Staxi in the specific circumstance.

ARTICLE 11. | PRIVACY

1. Staxi shall carefully store the information provided by the customer and kept in his account, such as name, (email) address, telephone number and payment details.
2. Staxi shall be entitled to send the customer messages related to promotions, new services, news and fun events after his express prior permission. This express permission shall not be required if the provided information relates to the implementation of the agreement or the services purchased by the customer. In the context of the agreement, Staxi can share the information provided by the customer with drivers to the extent this is necessary for the provision of services to the customer. This can include the telephone number and name of the

customer and the pick-up and/or destination address.

3. Personal information of the customer shall never be processed in violation of the Personal Data Protection Act, including the provision of personal information to third parties.

ARTICLE 12. | COMPLAINTS

1. Complaints must be submitted to Staxi in writing or using the contact form on the website. Complaints by mail must be addressed to "Staxi Vervoer B.V." or sent to info@staxi.nl. It is important to specify the content of the complaint, the name of the customer, his address and his telephone number.
2. Complaints submitted to Staxi shall be answered within a period of fourteen days after receipt. If a complaint requires a longer handling period, a confirmation of receipt shall be sent within the period of fourteen days, including an indication of when the customer can expect a more detailed answer.
3. If the complaint cannot be resolved in mutual consultation, the customer (being a natural person not acting in the exercise of a profession or company, e.g. a consumer) can submit the complaint to the Arbitration Committee using the ODR platform (ec.europa.eu/consumers/odr).

ARTICLE 13. | FINAL PROVISIONS

1. All agreements and resulting legal relationships between the parties shall be exclusively governed by Dutch law.
2. The parties are required to attempt to resolve the dispute in mutual consultation before submitting it to the court.
3. To the extent not deviated from by law, only the competent court within the District of Amsterdam shall be eligible to hear disputes.
4. Staxi shall at all times be entitled to amend these general terms and conditions, provided that amendments do not apply to already concluded agreements. However, if the legal relationship between the customer and Staxi lasts for an indefinite period, as is the case when using the website, the amended general terms and conditions also cover this legal relationship with observance of a period of 30 days after publication of the amended general terms and conditions to the customer by email. If the customer does not wish to accept the amended general terms and conditions, he must cease to make use of the services provided by Staxi.