



Terms and Conditions

Pertaining to the agreement for the supply of Gaiyo products and services

1. GENERAL

DEFINITIONS

1.1 In these General Terms and Conditions and the Agreement of which these General Terms and Conditions form part, the following terms shall have the following meanings¹ :

Terms and Conditions:	These general terms and conditions of Gaiyo;
Fuel or Charging Card:	A card or drip for purchasing fuel and/or charging vehicles, whether or not integrated as part of the Gaiyo Card;
Customer:	The Party that has entered into the Agreement with Gaiyo and/or the User;
Contact Person:	The Contact Person authorized to represent the Customer in matters relating to the Agreement;
Shared vehicle:	A vehicle that can be rented via the Gaiyo App and/or Gaiyo Portal;
Service(s):	The products and services offered by Gaiyo as specified in the Agreement;
Service Provider:	A service provider with whom Gaiyo has entered into an agreement for the provision of services for the benefit of the Customer;
User Manual:	The user manual made available by Gaiyo to the Customer and Users, which contains further instructions for the use of the Services and/or Mobility Services;
Rental car:	The car rented by the User from a car rental company or leasing company via the Gaiyo App and/or Gaiyo Portal;
Gaiyo App:	This mobile application provides access to most of the Mobility Services offered by a Service Provider and the Services of Gaiyo for which Customers and/or Users;
Gaiyo:	Gaiyo Business B.V. ² , located at Bolderweg 2, 1332 AT Almere, and registered with the Chamber of Commerce under number 32090568;
Gaiyo Card:	A public transport chip card provided by Gaiyo, possibly combined with the Fuel or Charging Card and equipped with additional functionalities, with which the User can purchase Services agreed upon with the Customer. Services are always subject to the general terms and conditions of the Services offered, and the Customer pays Gaiyo for this use. The Gaiyo Card is equipped with a chip and the "OV-chipkaart zakelijk" logo, for use in public transport as a payment, access and transport ticket by the Customer and/or User, whose (i) (personal) data may be stored in the chip, (ii) (personal) data is registered in the systems of Gaiyo and/or the Service Provider, and (iii) whose personal characteristics may be displayed on the card;
Gaiyo Portal:	Access portal to Gaiyo's products and services for which Customers and/or Users receive a personal username and login code after entering into an Agreement;
User:	A natural person who uses one or more Services through the Gaiyo App and/or Gaiyo Card and to whom the Gaiyo app and/or Gaiyo Card has been made available by or at the request of the Customer;
Mobility Service(s):	The services offered by a Service Provider;
Agreement:	The "Agreement for the supply of Gaiyo products and services" concluded between Gaiyo and the Customer, with the accompanying appendices and Price List;
Party(ies):	Customer and/or Gaiyo (collectively);
Journey:	The journey that the User has made or wishes to make using the Services;
Price list	The current rates for the services provided by Gaiyo Business;
TLS:	Trans Link Systems B.V., located in Amersfoort and registered with the Chamber of Commerce under number 30177126, card issuer and owner of all issued public transport chip cards;
Fixed fee	The fixed fee for using the Services, including Gaiyo Card, Gaiyo App, and Gaiyo Portal.
Variable fee	The variable fee for the use of the Mobility Services. This fee is variable and depends on the types of Mobility Services purchased and the Journeys made by the Customer's Users.
Fee	The amount to be paid periodically by the Customer for the use of Gaiyo's Services and the Mobility Services of Service Provider(s). This periodic fee consists of a fixed and variable part and an Advance Payment. The normal period used here is a calendar month.
Vehicle:	A car, e-scooter, (e-)bike, e-pedelec, e-scooter, cargo bike, taxi, etc.;
Advance payment:	A contractually agreed amount that, together with the Fixed Fee, is invoiced in advance and subsequently settled with the actual Variable Fees for the relevant period. The usual period for the Advance Payment is a calendar month.
Website:	The website www.gaiyo.com , including all subdomains.

¹ Terminology in this glossary may differ from the communication with Users and/or the Website.

² These General Terms and Conditions also apply to the registered trade names of Gaiyo Business B.V. and its subsidiary Gaiyo B.V.



APPLICATION OF GENERAL TERMS AND CONDITIONS AND AGREEMENT

- 1.2 These General Terms and Conditions apply to all quotations and Agreements concerning the provision of Services by Gaiyo to and/or on behalf of the Customer.
- 1.3 The Mobility Service(s) have their own general terms and conditions or terms of use, which apply in addition to the use of the Mobility Service in question. By agreeing to these General Terms and Conditions, the Customer and the User agree to this. The terms and conditions of the Mobility Service(s) shall also take effect and be (indirectly) accepted by the Customer and the User as soon as a reservation is made or the Mobility Service in question is used. When making a reservation, it may be necessary to accept the terms and conditions of the Mobility Service in question that are current at that time. In the event of any conflict between the General Terms and Conditions and the terms and conditions of the Mobility Service, the terms and conditions of the Mobility Service shall prevail insofar as they concern instructions for use. In the event of any uncertainty, this must be reported to Gaiyo.
- 1.4 The Customer indemnifies Gaiyo against any claims from Users and/or Service Providers arising from the (non-)applicability of the terms and conditions of Service Providers.

INVOICING AND PAYMENT

- 1.5 For the purchase of the Services, the Customer owes a Fee as agreed in the Agreement, consisting of a Fixed Fee, a Variable Fee, and an Advance Payment. The Fixed Fee and the Advance Payment will be charged to the Customer monthly in advance (calculated over a full month). The Fixed Fee is not refundable if the Agreement or the right to use a Gaiyo Card ends during a current term. The Variable Fees will be charged periodically in arrears by Gaiyo to the Customer, less the Advance Payment charged over the same period. All amounts owed to Gaiyo are, unless expressly stated otherwise, in euros, excluding VAT and other taxes.
- 1.6 All invoices are payable within 30 days of the invoice date. Gaiyo will provide a specification of the Services and Mobility Services used with each monthly invoice. The data from Gaiyo's (booking) records will be used to determine the invoice (and the amount of the fees). As a result, Gaiyo may make an addition/correction to a previous invoice in a later invoice.
- 1.7 The Customer is responsible for the accuracy of the address and billing details known to Gaiyo. Any changes to these details must be submitted at least 10 (ten) working days before the last day of the month and confirmed by Gaiyo in order to be included in the invoicing for that same month.
- 1.8 Upon entering into the Agreement, the Customer may be asked to grant Gaiyo authorization for direct debit. In that case, the Customer shall ensure that their balance in the relevant account is sufficient at all times to fully meet their payment obligations to Gaiyo. If the direct debit fails or is withdrawn, Gaiyo will charge the Customer for all additional costs related to the collection of the amounts owed by the Customer. If the direct debit fails, even after a repeated attempt within one week, Gaiyo is entitled to suspend the service. In that case, the Customer will be given the opportunity to pay the amount due within five working days. If payment has not been made after that period, the service may be terminated with immediate effect. The amounts already due remain payable despite the termination of the service. In addition, upon termination of the services due to non-payment, Gaiyo is immediately entitled, without any notice of default, to claim the remaining installments of the fixed component of the Agreement, plus contractual interest as set out in Article 1.9 and the applicable statutory commercial interest from the date of default until the date of full payment.
- 1.9 If a payment term is exceeded, the Customer will immediately be in default towards Gaiyo, without any notice of default being required. The Customer will then owe interest on the outstanding amount at a rate of 1.5% per calendar month, calculated from the date of default until the date of full payment.
- 1.10 Gaiyo is entitled to index the Fees for its Services by means of a written notification to the Customer based on the Services Price Index ("SPI"), available at www.cbs.nl. The Customer will be notified of any other changes to Gaiyo's Fixed and/or Variable Fees at least 2 (two) months before they come into effect. Gaiyo reserves the right to adjust the Fees for Service Providers for Mobility Services purchased with immediate effect if a Service Provider and/or TLS changes its rates.
- 1.11 If the Customer disputes all or part of a charged Service or Mobility Service, the Customer must notify Gaiyo of this by email, stating the reasons, within 1 (one) month of the date of the disputed invoice. Disputing an invoice does not suspend the payment obligation. If the complaint proves to be correct, Gaiyo will credit the amount. After the one-month complaint period, the invoice is deemed to have been approved by the Customer. However, Gaiyo remains authorized to correct calculation errors and, where applicable, to debit or credit additional amounts.
- 1.12 Gaiyo is entitled to investigate the Customer's creditworthiness and to demand reasonable security for the fulfillment of the Customer's payment obligations. This security may consist of, but is not limited to, an advance payment, a deposit, a bank guarantee, or a guarantee from the Customer's parent company. The Customer is obliged to provide the requested security at Gaiyo's first request to do so.

LIABILITY

- 1.13 Gaiyo is not liable for damage suffered by the Customer, unless this damage is caused by an attributable failure by Gaiyo to fulfill the Agreement, in which case Gaiyo is only liable for direct damage and to the extent that this damage is covered by the liability insurance taken out by Gaiyo in this context, but in any case limited to a maximum amount of €25,000 per event per insurance year (whereby a series of events is considered to be one event). The foregoing does not apply in the event of intent or gross negligence on the part of Gaiyo, or insofar as any limitation of Gaiyo's liability is not permitted by law.
- 1.14 Direct damage is understood to mean damage that is directly and inextricably linked to the action/omission causing the damage (excluding immaterial damage).
- 1.15 Gaiyo is under no circumstances liable for indirect damage, including but not limited to consequential damage, loss of profit and loss of turnover, lost savings and losses and costs incurred to prevent or determine consequential damage. Furthermore, Gaiyo is not liable for system failures or for acts or omissions of Service Providers and/or TLS, including but not limited to the provision of incorrect information.
- 1.16 Claims for damages must be submitted to Gaiyo in writing by the Customer as soon as possible, but in any case within 3 (three) months after the occurrence of the event causing the damage, on pain of forfeiture of the right to claim compensation from Gaiyo. The Customer indemnifies Gaiyo against claims from Users and third parties in connection with the Agreement.



DATA PROTECTION AND USER ADMINISTRATION

- 1.17 In the context of the performance of the Agreement, Gaiyo processes personal data of Customers and/or Users and transaction data in accordance with the General Data Protection Regulation ("GDPR"). More information about this can be found in the privacy statement available at www.gaiyo.com/privacy.
- 1.18 For the duration of this Agreement, Gaiyo is a processor within the meaning of the GDPR for the personal data of Customers and/or Users and the transaction data that Gaiyo processes in the context of the performance of this Agreement. Service providers process personal data of Users for the personalization of Gaiyo Cards on behalf of Gaiyo, i.e. in the role of "(sub) processor" for Gaiyo, in the context of the performance of this Agreement.
- 1.19 Customers and/or Users have the option to view and correct the recording of their personal data and transaction data. In the event of an objection, Gaiyo will be forced to terminate the right of use with regard to the relevant Gaiyo Card and/or Gaiyo App.
- 1.20 The Customer guarantees that the provision of personal data is in accordance with the GDPR and therefore has the explicit consent of the User for the processing carried out by Gaiyo.
- 1.21 Upon request, the Customer shall provide Gaiyo and Service Providers with proof that the User has given consent for the processing of personal data and transaction data. The Customer indemnifies Gaiyo against any consequences/claims from third parties arising from the failure to comply with the request referred to in this article.

INTELLECTUAL PROPERTY RIGHTS

- 1.22 All intellectual or industrial property rights relating to Gaiyo products and services, the Gaiyo brand and trade name, as well as all software, equipment, or other materials developed or made available under the Agreement, such as analyses, designs, documentation, reports, quotations, and preparatory materials thereof, are vested exclusively in Gaiyo or its licensors. The Customer shall only acquire the rights of use and powers expressly granted in these terms and conditions or otherwise.

CONFIDENTIALITY

- 1.23 Neither Party shall, without the prior written consent of the other Party, disclose or provide to third parties any information whatsoever concerning the other Party or the content of the Agreement, even after termination of the Agreement, unless such information is in the public domain or the Parties are required to do so by law.

SUSPENSION

- 1.24 Gaiyo is entitled to suspend the performance of the Agreement, in whole or in part, if the Customer and/or the User fails to fulfill its obligations under these General Terms and Conditions or the Agreement, or if Gaiyo has reasonable grounds to believe that the Customer and/or the User will not be able to fulfill (fully) meet their obligations, without prejudice to any other rights accruing to Gaiyo. As soon as the Customer and/or the User complies with the Agreement and/or provides sufficient security to meet their obligations, Gaiyo will lift the suspension.

TERM AND TERMINATION OF THE AGREEMENT

- 1.25 The Agreement is entered into for the duration agreed in the Agreement.
- 1.26 Each party is entitled to terminate the Agreement extrajudicially if the other party fails to fulfill its essential obligations under the Agreement and such failure, after having been given proper written notice of default, is not remedied within a reasonable period of time.
- 1.27 Gaiyo is entitled to terminate the Agreement with immediate effect in writing, without any further notice of default being required and without Gaiyo being liable for damages to the Customer, if:
- The Customer has been granted a moratorium on payments or the Customer has been declared bankrupt;
 - The Customer is dissolved or loses the free disposal of its assets, or part thereof;
 - The Customer ceases its business or disposes of a significant part thereof;
 - There is a change in control of the Customer's organization or in the event of the sale of all or a significant part of the Customer's assets.
- All this without prejudice to Gaiyo's right to any compensation for damages incurred by it due to the premature termination of the Agreement.
- 1.28 Termination of the Agreement does not release the Customer from any payment obligations relating to Services and Mobility Services already provided. These amounts will become immediately due and payable at the time of termination.

OTHER PROVISIONS

- 1.29 The Customer guarantees that it will also impose all obligations under these General Terms and Conditions on Users. Under no circumstances will the Customer make any further commitments or guarantees to Users than those provided by Gaiyo in the Agreement and General Terms and Conditions.
- 1.30 The Customer is not permitted to transfer any rights or obligations under the Agreement to a third party without the prior written consent of Gaiyo.
- 1.31 If one or more provisions of the Agreement prove to be non-binding, the other provisions of this Agreement will remain in force. The parties undertake to replace the non-binding provisions with provisions that, taking into account the purpose and scope of this Agreement, deviate as little as possible from the non-binding provisions in question.
- 1.32 These General Terms and Conditions may be amended by Gaiyo. Any such amendment to the General Terms and Conditions shall apply to all existing and future Services provided by Gaiyo.
- 1.33 The Agreement and its implementation are governed exclusively by Dutch law. All disputes concerning the validity, interpretation, or performance of the Agreement shall be submitted for settlement to the competent court in Amsterdam, without prejudice to Gaiyo's right to bring a legal dispute before the court in the district in which the Customer is established.



2. THE GAIYO CARD

GENERAL

- 2.1 Gaiyo may provide Users with a Gaiyo Card. With the help of the Gaiyo Card, the Customer (on behalf of Users) can order and purchase agreed Services and Mobility Services. The Mobility Services available with the Gaiyo Card may vary. An up-to-date overview can be found on the Website.
- 2.2 The Gaiyo Card is registered with Gaiyo in the name of the User or a department of the Customer specified by the Customer, whereby the name of the Customer will also be registered.

USE OF THE GAIYO CARD

- 2.3 The Gaiyo Card is used in accordance with the following rules set by Gaiyo: A Gaiyo Card must be activated by the User in order to use the various selected Mobility Services. The Customer and User are not permitted to load other products (not pre-approved by Gaiyo) onto the Gaiyo Card. If the Customer and the User do not act and/or travel in accordance with these rules, Gaiyo cannot guarantee that the Mobility Services will actually be provided (correctly). The costs and/or penalties resulting from the use of the Gaiyo Card in violation of these rules (and the Agreement, including these General Terms and Conditions) will at all times be borne by the Customer.
- 2.4 The Customer guarantees that the Users will use the Gaiyo Cards carefully and in accordance with the provisions of the Agreement, these General Terms and Conditions, and the User Manual.
- 2.5 The Customer is responsible for all consequences of the use of the Gaiyo Card by the User. This means, among other things, that from the moment of receipt or first use of the Gaiyo Card by Gaiyo until the moment it is returned to Gaiyo, the Customer will reimburse Gaiyo for all costs related to the Mobility Services purchased using the Gaiyo Card, regardless of whether the Gaiyo Card was used legitimately. Only in the event of theft or loss can the Gaiyo Card be blocked by TLS, in which case the Customer is obliged to reimburse Gaiyo for the costs incurred via the Gaiyo Card until the moment the block is confirmed.
- 2.6 With regard to the sending of Gaiyo Cards, Gaiyo assumes that the personal data as stated on the User's personal page in the Gaiyo Portal is correct. It is the responsibility of the Customer and/or User to notify Gaiyo of any changes to this data in a timely manner.
- 2.7 The Customer is not permitted to:
 - i. Damage, alter, or otherwise use the Gaiyo Card (or have it damaged, altered, or used) other than for the permitted use in accordance with the Agreements, these General Terms and Conditions, and the User Manual.
 - ii. Reproduce, disclose, modify, circumvent, or otherwise interfere with the security measures on the Gaiyo Card, including the electronic security measures, for the purpose of unauthorized use of the Gaiyo Card.
 - iii. Providing an opportunity to perform any of the actions referred to in (i) or (ii) above.
- 2.8 Cancellation of a payment transaction with a Gaiyo Card is not possible.
- 2.9 The Customer shall endeavor to ensure that a Gaiyo Card on which the personal characteristics of a User are placed is only used by that User.
- 2.10 With regard to Gaiyo Cards, TLS has an obligation to use its best efforts to ensure the maintenance, protection, and functioning of the technical capabilities that enable public transport travel. However, neither TLS nor Gaiyo can guarantee the completely error-free and uninterrupted functioning of Gaiyo Cards.
- 2.11 A change of class is only effective if the user follows the instructions to collect the class change from the relevant TLS ticket machine.
- 2.12 The customer is aware that a user can collect a day upgrade for first-class travel from the TLS machines at any time. Gaiyo cannot block this, and the additional costs of this temporary class change are borne by the customer.
- 2.13 The customer pays production costs and a deposit for the Gaiyo Card, the amount of which is specified in the applicable Price List and/or Agreement.

CHANGES AND TERMINATION

- 2.14 The Customer may add or remove one or more Services and Mobility Services to one or more Gaiyo Cards, provided that this is done with due observance of a 24-hour notice period and provided that this is permitted by the content of the Agreement.
- 2.15 The Customer may cancel a Gaiyo Card (for example, in the event of the termination of a User's employment). This must be done in writing, subject to a notice period of at least one (1) month, during which the Gaiyo Card must also be returned to Gaiyo, see also 2.27 .

LOSS AND THEFT

- 2.16 The Customer shall ensure that only authorized persons use the issued Gaiyo Cards.
- 2.17 In the event of loss or theft of the Gaiyo Card, the User shall immediately notify Gaiyo by telephone or in writing. Gaiyo shall note the time of receipt of the notification and shall ensure that the Gaiyo Card is blocked as soon as possible (within 48 hours of receipt of the notification).
- 2.18 If the loss or theft of the Gaiyo Card has been reported, Gaiyo will issue a new Gaiyo Card at the Customer's request. In that case, the Customer will reimburse Gaiyo for the costs as laid down in the Agreement. Gaiyo reserves the right to increase these costs.
- 2.19 In the event of a loss or theft report, Gaiyo reserves the right to ask the User to report this to the police. In that case, the Customer and/or User will also be required to send a copy of the relevant report to Gaiyo immediately.

FRAUD AND DAMAGE

- 2.20 In the event of (suspected) fraudulent activity involving the Gaiyo Card, the Customer must report this to Gaiyo immediately. In such cases, an investigation may be conducted (possibly with the involvement of a third party). However, this is not mandatory. The Customer agrees in advance to cooperate fully with TLS, Gaiyo, or a third party in such an investigation.
- 2.21 After reporting (suspected) fraud or if TLS itself suspects that fraudulent activities are being committed with Gaiyo Cards, TLS is entitled, at its own discretion and as quickly as TLS deems necessary, to block the balance and/or products on the relevant Gaiyo Card(s) or to proceed with a complete block of the relevant Gaiyo Card(s). In the same cases, Gaiyo is entitled, at its own discretion and as quickly as Gaiyo deems necessary, to block one or more Services and/or Mobility Services on the relevant Gaiyo Card(s).



- 2.22 Gaiyo is in no way obliged to compensate the Customer and/or the User for any (financial) damage suffered or incurred by the Customer, the User, or other third parties as a result of the fraud.
- 2.23 In the event of damage to the Gaiyo Card, Gaiyo will issue a new Gaiyo Card at the Customer's request. In that case, the Customer will reimburse Gaiyo for the costs as specified in the Agreement. Gaiyo reserves the right to increase these costs.

DENIAL OF USE

- 2.24 For Gaiyo Cards, Gaiyo is entitled to block the balance and/or products on a Gaiyo Card with immediate effect or to proceed to a total block of a Gaiyo Card if a compelling interest justifies this, including if the Gaiyo Card appears to be technically defective from the point of view of security, protection, and/or proper functioning of the Gaiyo Card or the TLS System, or if Gaiyo detects (suspected) misuse of the Gaiyo Card. In the same cases, Gaiyo is entitled to block one or more Services and/or Mobility Services, but also if the Gaiyo Card is not used in accordance with the Agreement, the General Terms and Conditions, and/or the User Manual.

TERMINATION OF RIGHT OF USE

- 2.25 In the cases described in Articles 2.17, 2.21, and 2.24 of the General Terms and Conditions, the right to use the Gaiyo Card(s) will end.
- 2.26 In addition to Article 2.25, the right of use with regard to the Gaiyo Card(s) shall terminate in the following cases:
- Upon termination of the Agreement.
 - Upon termination of the Company Card Provider Sub-Agreement between TLS and Gaiyo, on the basis of which Gaiyo is entitled to issue Gaiyo Cards on loan to the Customer's Users.
 - In cases of objection, as described in Article 1.19 of the General Terms and Conditions.
 - Upon expiry of the technical validity period of the Gaiyo Card of up to five (5) years, in which case a new Gaiyo Card will be issued. The User may no longer use the Gaiyo Card(s) immediately after the right to use the Gaiyo Card(s) has expired or been terminated.
- 2.27 Upon termination or expiration of the right of use and in the event of damage to a Gaiyo Card, the Customer and/or User shall return the Gaiyo Card in question to Gaiyo without delay. If the Gaiyo Card is not received by Gaiyo within 30 days of the request, Gaiyo may charge €25 per Gaiyo Card per month until the Gaiyo Card in question is received. This does not apply in cases of loss or theft. If a Gaiyo Card reported as lost/stolen is found/returned, it must be returned to Gaiyo immediately (undamaged).
- 2.28 The Customer is also obliged to reimburse Gaiyo for any costs incurred by Gaiyo in connection with the Customer and/or User not returning the Gaiyo Card (on time).

OTHER

- 2.29 Gaiyo Cards remain the property of TLS and/or Gaiyo at all times. The Customer and/or User therefore only receives the right to use the Gaiyo Card. There is expressly no direct contractual relationship between the Customer and/or User and TLS. Neither the Customer nor the Users will initiate contact with TLS.
- 2.30 The use of Gaiyo Cards may be limited in time by Gaiyo or replaced by other types of Gaiyo Cards. Furthermore, at the request of TLS, Gaiyo may at any time issue new Gaiyo Cards with modified functionality and/or conditions and/or at additional cost.

3. GAIYO APP

- 3.1 Gaiyo will provide Users with an account to use the Gaiyo App for business purposes.
- 3.2 All Mobility Services available through the Gaiyo App may be designated for business use and/or commuting at the Customer's discretion.
- 3.3 If a User wishes to book a Trip with a Vehicle, they must book the Trip with Gaiyo in advance via the Gaiyo App or the Gaiyo portal, or by telephone. Gaiyo will process this booking in accordance with the Agreement. If the order to provide the Trip has been correctly submitted to Gaiyo and Gaiyo has confirmed this to the User, the User may commence the Trip as booked. Gaiyo will charge the Customer for all costs arising from the User being late for the requested departure time or not showing up. The User may only cancel the Mobility Services as described in this article in accordance with the cancellation periods specified by Gaiyo. Gaiyo is entitled to charge the full transport rates if the User cancels the Mobility Service after the cancellation period has expired. Gaiyo reserves the right to charge booking fees for late cancellations.
- 3.4 Costs for business and commuting trips and rides will be settled with the Customer.
- 3.5 Costs of private trips will be charged directly to the Users, unless it has been agreed that these will be charged via the payroll department.
- 3.6 Gaiyo is not liable for damage suffered by the Customer or third parties (including any tax consequences) resulting from incorrect classification of bookings or trips.
- 3.7 The Gaiyo Terms of Use apply to Users who use the Gaiyo App, see: <https://gaiyo.com/gebruikersvoorwaarden/>.

4. RENTAL CAR(S)

- 4.1 The rental company's general terms and conditions apply to the rental agreement for the Rental Car.
- 4.2 The use of the Rental Cars by Gaiyo to the Customer and/or the User is entirely at the expense and risk of the Customer and/or the User. The Customer is responsible for ensuring that the Rental Car is used exclusively by competent Users in possession of a valid Dutch driver's license and in accordance with applicable laws and regulations.
- 4.3 The Customer indemnifies Gaiyo against all claims based on violations of (traffic) legislation, regulations, and applicable legal provisions relating to the condition and use of Rental Cars, whether or not in public spaces. If Gaiyo is nevertheless held liable for violations, Gaiyo will charge the costs thereof to the Customer.
- 4.4 The Customer is responsible for deregistering the Rental Car in accordance with the deregistration instructions prescribed by the rental company. Without deregistration, Gaiyo will not consider the Rental Car to have been returned and the rental period will therefore continue and the costs for this will be charged to the Customer. After deregistering the Rental Car, the Customer remains liable until the Rental Car has actually been returned to or collected by the rental company.



- 4.5 If the Public Prosecutor's Office, the rental company, or Gaiyo requests further information about the User of the Rental Car used on behalf of the Customer, for example in connection with a traffic violation, the Customer is obliged to provide this information immediately and to indemnify the rental company and Gaiyo against all claims in this regard.

5. SHARED VEHICLE(S)

GENERAL

- 5.1 If agreed, Gaiyo will make the electronic reservation system for Shared Vehicles available via the Gaiyo App and/or Gaiyo Portal, which allows Users who need a vehicle in the context of their work for the Customer to reserve a vehicle. In this context, Gaiyo also makes the Gaiyo App available to the Customer.
- 5.2 The general terms and conditions of the Service Providers apply to the use of the Shared Vehicles. If the Gaiyo App is used to offer commercial shared vehicles, the latest versions of these general terms and conditions of the Service Providers will be displayed again with each reservation and accepted by the User.

USE OF THE SHARED VEHICLE

- 5.3 The Customer must treat the Shared Vehicles that can be booked and used via the Gaiyo App and/or the Gaiyo Portal with due care and ensure that the Shared Vehicles are always in good condition. The Customer will address this with its Users if this is not the case.
- 5.4 The Customer is not authorized to rent out, sell, pledge, or otherwise encumber (part of) a Shared Vehicle.
- 5.5 The Customer is responsible for ensuring that the Shared Vehicle is used exclusively by competent Users and in accordance with the applicable laws and regulations, ordinances, and legal provisions. Insofar as a driver's license is required for the use of a Shared Vehicle, the Customer is responsible for ensuring that the Customer and/or the User is in possession of a valid Dutch driver's license. If Gaiyo is held liable for violations, Gaiyo will charge the costs thereof to the Customer.
- 5.6 The Customer is not permitted to make any changes whatsoever to a Shared Vehicle.
- 5.7 The Customer loses ownership of anything that is added to a Shared Vehicle by the Customer without Gaiyo's approval. Gaiyo is not obliged to pay any compensation for accessories that have not been removed for any reason whatsoever and/or belongings left behind in a Shared Vehicle.
- 5.8 The fact that a Shared Vehicle cannot be used for any reason whatsoever does not release the Customer from their payment obligations to Gaiyo.

FUEL OR CHARGING CARD SHARED VEHICLE

- 5.9 Each shared car is equipped with a fuel or charging card, unless otherwise agreed. In the case of fuel cards, a unique PIN code is assigned to each card to prevent misuse. The PIN code is communicated to the Customer in writing. Users are required to enter the correct mileage of the car when refueling.
- 5.10 The Customer must strictly adhere to all instructions and directions given by Gaiyo or the fuel or charging card company for the use of the fuel or charging card.
- 5.11 Gaiyo is not liable for damage suffered by the Customer and/or the User in connection with the inability to use the Fuel or Charging Card, regardless of whether the cause of this inability to use is due to damage to the Fuel or Charging Card and the temporary outage of the electronic payment system, or otherwise.

DAMAGE AND LIABILITY

- 5.12 The Customer is liable for all damage of any kind caused to or with the Shared Vehicle, or by theft of the Shared Vehicle, insofar as this is not covered by the applicable insurance, including:
- Damage to and costs incurred by the Customer and/or third parties that can in any way be linked to the use of the Shared Vehicle;
 - Fines for traffic violations. For handling a fine, Gaiyo will charge the Customer administrative costs in addition to the amount of the fine;
 - Damage resulting from failure to comply with the (administrative) obligations in the event of damage to a Shared Vehicle made available by Gaiyo.
- 5.13 Gaiyo will never be liable for any (business) damage resulting from damage or defects to the Shared Vehicle, regardless of the circumstances in which such damage or defects may have arisen.
- 5.14 The Customer indemnifies Gaiyo against all claims brought against Gaiyo in connection with the possession or use of the Shared Vehicle, which are not eligible for compensation by the insurance company.
- 5.15 In the event of theft or damage to or caused by the Shared Vehicle made available by Gaiyo, the Customer and/or the User are obliged to notify the Service Provider and Gaiyo within 24 hours and to submit statements from witnesses relating to the events as soon as possible, as well as a fully completed claim form.
- 5.16 In the event of theft of a Shared Vehicle made available by Gaiyo, the User must always have a police report drawn up and return all keys and other accessories to the Service Provider or Gaiyo within 24 hours. In such situations, the Customer shall refrain from making any commitments or statements from which an acknowledgment of any obligation to pay compensation could be inferred and, in general, from anything that could harm the interests of Gaiyo, the Service Provider, and the insurer. Failure to comply with this obligation will result in the Customer being fully liable for damages to Gaiyo.
- 5.17 Immediately after damage occurs to a Shared Vehicle made available by Gaiyo, the Customer is obliged to present the Shared Vehicle in question for assessment and to strictly follow the instructions of the Service Provider and/or Gaiyo for repair of the damage, which in any case includes completing a damage form in full and in a timely manner.
- 5.18 Without prejudice to the provisions of these General Terms and Conditions, in the event of damage to a Shared Vehicle made available by Gaiyo, the Customer shall at all times be liable for the excess, unless the damage incurred has been fully compensated by a third party. If the



amount of damage is less than the excess, the actual amount of damage will be charged, unless the damage incurred has been fully compensated by a third party. Gaiyo has the right to increase this excess if the Service Provider and/or the insurer increases the excess.

- 5.19 Immediately after each damage report, the Customer must pay the applicable "Excess" amount to Gaiyo. Once full compensation for the damage has been received from third parties (or their insurance company), Gaiyo will refund the relevant amount received to the Customer.
- 5.20 Damage to or loss of personal property belonging to the User or a third party located in or on the Shared Vehicle shall be borne by the Customer, unless compensated by a third party.

TERMINATION OF THE AGREEMENT

- 5.21 If the Customer does not return the Shared Vehicles made available by Gaiyo within the specified period, Gaiyo is entitled to retrieve the Shared Vehicle in question. Any additional costs shall be borne by the Customer and, furthermore, the Customer shall owe a penalty of 0.5% of the list price (including VAT) applicable to the relevant Shared Vehicle for each day that the Shared Vehicle is returned to Gaiyo late, without prejudice to Gaiyo's right to recover the actual damage and costs from the Customer.
- 5.22 Upon termination of the Agreement or the use of the Shared Vehicle, the mileage not yet charged or mileage in excess or below the agreed rental mileage will be determined on the basis of the mileage at the time of return of the Shared Vehicle and settled immediately between the Parties.
- 5.23 If the Customer fails to return the Shared Vehicle, the Service Provider and/or Gaiyo shall be entitled to enter the location where the Shared Vehicle is located in order to reclaim it and have it removed. The costs of transport and insurance shall be borne by the Customer. Until the Shared Vehicle is back in the actual possession of the Service Provider and/or Gaiyo, the risk of damage by or to the Shared Vehicle or its destruction shall be borne by the Customer. If, in any of the above cases, Gaiyo is unable to freely dispose of the Shared Vehicle, all damage resulting from this for Gaiyo will be borne by the Customer.

SEIZURE AND THIRD-PARTY MEASURES

- 5.24 If third parties, including in any case a bailiff, police or judicial authorities, an administrator or a trustee, wish to assert rights or take protective measures in relation to the Shared Vehicle (insofar as made available by Gaiyo), the Customer shall immediately inform them that the Shared Vehicle is not owned by the Customer. If a Shared Vehicle is seized by a third party, the Customer shall notify Gaiyo within 24 hours and, if necessary, take measures against this at its own expense.

6. FUELING OR CHARGING

- 6.1 Gaiyo provides Users with access to the Fuel/Charging Card (also usable for EV Charging) if the Customer instructs it to do so. A Fuel Card has its own unique PIN code to prevent misuse. The Customer will be notified of the PIN code via the Gaiyo portal. At gas stations with electronic equipment, the User must enter their PIN code and the correct mileage of the Car.
- 6.2 Gaiyo provides all its Gaiyo Cards with Refueling and Charging functionality. If a User uses the refueling and/or charging function despite not being entitled to do so, this will be considered fraud, and any costs incurred will be charged to the Customer.
- 6.3 If the Fuel/Charging Card is equipped with EV Charging capabilities, it can be used at designated public EV Charging Points in Europe. The actual charging process may vary depending on the charging point. The User must carefully follow the instructions at the local charging point. All charging costs incurred by the User will be invoiced to the Customer, regardless of whether the instructions for use were followed correctly or not.
- 6.4 Gaiyo is entitled at all times to replace an existing version of the Fuel/Charging Card, subject to the obligation to simultaneously issue a new Fuel/Charging Card, which new card offers at least the same functionality.
- 6.5 In the event of a new Fuel/Charging Card being issued as a result of the loss or theft of the Fuel/Charging Card, Gaiyo may charge the Customer a one-time card and administration fee.
- 6.6 The User must keep the Fuel/Charging Card separate from the PIN code. Neither the Customer nor the User is permitted to write down the PIN code on the Fuel/Charging Card, share the PIN code with third parties, or leave the Fuel/Charging Card in the Car. The Customer or the User must use the Fuel/Charging Card carefully and exclusively in accordance with its intended purpose and the accompanying instructions.
- 6.7 If the Fuel/Charging Card is no longer in use by the Customer, the Customer must request the deactivation of the Fuel/Charging Card from Gaiyo and return it. The Customer is liable for the payment of all transactions made with a deactivated Fuel/Charging Card that has not been returned to Gaiyo. The Customer is also liable for transactions made with a Fuel/Charging Card that has not been reported as lost or stolen. Gaiyo will endeavor to provide useful administrative information to the Customer so that the Customer can seek recourse from the User of the Fuel/Charging Card in connection with the Customer's liability arising from the provisions of this article.
- 6.8 The Customer is liable for all payments made with the Fuel/Charging Card provided to them. The Customer is liable for any damage that Gaiyo may suffer in cases where the Fuel/Charging Card is presented for payment of deliveries/services for which the Fuel/Charging Card is not intended. The liability for the risk of loss, theft, or misuse of the Fuel/Charging Card made available to the Customer and the resulting damage to Gaiyo rests with the Customer. The Customer indemnifies Gaiyo for all damage and consequences of misuse of the Fuel/Charging Card and/or expense claims resulting from misuse of the Fuel/Charging Card. Gaiyo is not liable for the consequences of refusal of the Fuel/Charging Card by an affiliated fuel supplier or other affiliated company.
- 6.9 Any costs incurred as a result of losing the PIN code shall be borne by the Customer. In the event of misuse, loss, or theft of the Fuel/Charging Card provided to the Customer, the Customer must immediately notify Gaiyo and report the incident to the police and send a copy of the report to Gaiyo within 24 hours.
- 6.10 Gaiyo is not liable for the consequences of incorrect mileage readings provided by the User.
- 6.11 Gaiyo is not liable for damage suffered by the Customer and/or the User in connection with the inability to use the Fuel/Charging Card, regardless of whether the cause of this malfunction lies in damage to the Fuel/Charging Card, the temporary unavailability of the electronic payment system, or otherwise.



- 6.12 Upon termination of the Agreement, the Customer must immediately return all Fuel/Charging Cards made available to them by Gaiyo. As long as these Fuel/Charging Cards have not been received by Gaiyo, the Customer remains liable for all consequences (including damage and costs) associated with the use of these Fuel/Charging Cards.
- 6.13 The costs of the Fuel/Charging Card will be charged retrospectively on a weekly or monthly basis, with a payment term of 14 days; the fixed monthly costs of the Fuel/Charging Card will be charged in advance.
- 6.14 Copying the Fuel/Charging Card is considered a fraudulent act.

7. EXPENSE CLAIM MODULE

- 7.1 The Expense Claim Module allows mileage claims for commuting and business mileage traveled by car, bicycle, or other vehicle, as well as other business expenses, to be entered into the Gaiyo App or the Gaiyo Portal and checked electronically. The number of kilometers claimed is automatically compared with the distance according to a route planner. The submitted claims can be submitted by Gaiyo to the approving manager. The manager can approve or reject the claim.
- 7.2 The User is responsible for the accuracy of the mileage data entered, and the Customer will check and approve this before the end of the current month.
- 7.3 Gaiyo is not liable for any damage (including any tax consequences) incurred by the Customer or third parties as a result of the provision of incorrect or incomplete mileage data by the User.

8. MOBILITY BUDGET

- 8.1 The mobility budget makes business mobility costs manageable and transparent for the employer. The mobility budget is intended to give employees the choice to convert their business travel expenses into a monthly budget, allowing them to decide for themselves how to travel or not to travel.
- 8.2 The annual budget for the Customer's employee in question is managed 'virtually' on a personal part of the Website. The business mobility costs incurred by this employee through the use of Mobility Services are automatically deducted from this budget.
- 8.3 The Customer is responsible for the accuracy of the mileage data and travel expense claims entered.
- 8.4 Gaiyo is not liable for any damage (including any tax consequences) incurred by the Customer or third parties as a result of the provision of incorrect or incomplete (mileage) data or information by the User or otherwise resulting from the actions or omissions of the Customer and/or User.

9. PARKING

- 9.1 The Customer and/or User may purchase the following parking services, which can be invoiced via Gaiyo:
 - a. Street parking: The User can pay for street parking via the Gaiyo App.
 - b. Garage parking: Users can pay for garage parking at ParkBee garages via the Gaiyo App.
 - c. P+R parking: Using the Gaiyo Card, the User can access and pay at all P+R locations. The terms and conditions of NS P+R apply if the NS P+R facility is used.

These General Terms and Conditions have been translated into English for convenience only. In the event of any discrepancy, inconsistency or dispute regarding the interpretation of the English and Dutch versions, the Dutch version shall prevail.

Version 2026: February 1, 2026