



# Terms and Conditions

## Accompanying the agreement for the supply of Gaiyo products and services

### 1. GENERAL

#### DEFINITIONS

1.1 In these Terms and Conditions and the Agreement of which these Terms and Conditions form a part, the following terms shall have the following meanings<sup>1</sup> :

|                        |   |
|------------------------|---|
| Terms and Conditions:  | These General Terms and Conditions of Gaiyo;  |
| Fuel or Charging Card: | A card or tag for purchasing fuel and/or charging electric 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 on behalf 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. <sup>2</sup> , 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 a Fuel or Charging Card and equipped with additional functionalities, which allows the User to purchase Services agreed upon with the Customer. The general terms and conditions of the offered Services always apply to the Services, and the invoice for this use is paid by the Customer to Gaiyo; The Gaiyo Card is equipped with a chip and the "OV-chipkaart zakelijk" logo, to be used in public transportation as a payment, access, and transportation 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 depicted 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 upon the conclusion of an Agreement;   |
| User:                  | A natural person who uses one or more Services via 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" entered into between Gaiyo and the Customer, together with the accompanying appendices and Price List;  |
| Party(ies):            | Customer and/or Gaiyo (collectively);   |
| Trip:                  | The journey that the User has taken or wishes to take using the Services;   |
| Price List             | The current rates for Gaiyo Business's services;  |
| 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 the Gaiyo Card, Gaiyo App, and Gaiyo Portal.  |
| Variable fee           | The fee, which is variable, for the use of the Mobility Services. This fee is variable and depends on the types of Mobility Services purchased and the Trips 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 the Service Provider(s). This periodic fee consists of a fixed and variable portion and an Advance Payment. The standard 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 is invoiced in advance together with the Fixed Fee and settled afterwards against the actual Variable Fees for the relevant period. The standard period for the Advance Payment is a calendar month  |
| Website:               | The website <a href="http://www.gaiyo.com">www.gaiyo.com</a> , including all subdomains.  |

<sup>1</sup> The terminology used in this glossary may differ from that used in communications with Users and/or on the Website

<sup>2</sup> These 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 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, and those terms apply additionally to the use of the relevant Mobility Service. By agreeing to these General Terms and Conditions, the Customer and the User hereby agree to them. The terms and conditions of the Mobility Service(s) further take effect and are (indirectly) accepted by the Customer and the User as soon as a reservation is made or the relevant Mobility Service is used. When making a reservation, it may be necessary to accept the terms and conditions of the relevant Mobility Service that are current at that time. In the event of a 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 with respect to usage regulations. In the event of any ambiguity, 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 Service Providers' terms and conditions.

#### **INVOICING AND PAYMENT**

- 1.5 For the use of the Services, the Customer is liable to pay 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 non-refundable should the Agreement or the right to use a Gaiyo Card terminate during a current term. The Variable Fees will be billed to the Customer by Gaiyo periodically in arrears, reduced by the Advance Payment charged for the same period. All amounts owed to Gaiyo are, unless expressly stated otherwise, denominated in euros, excluding VAT and other taxes.
- 1.6 All invoices are due within 30 days of the invoice date. Gaiyo will provide a breakdown of the Services and Mobility Services used with each monthly invoice. The data from Gaiyo's (booking) records are decisive for determining the invoice (and the amount of the fees). As a result, Gaiyo may issue a supplementary invoice or correction to a previous invoice at a later date.
- 1.7 The Customer is responsible for the accuracy of the address and billing information as known to Gaiyo. Any changes to this information must be submitted and confirmed by Gaiyo at least 10 (ten) business days before the last day of the month in order to be included in the billing 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 the 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 revoked, Gaiyo will charge the Customer for all additional costs associated with collecting the amounts owed by the Customer. If the direct debit fails, even after a repeat 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 business days. If payment has still not been made after that period, the service may be terminated immediately. The amounts already due remain payable despite the termination of the service. Furthermore, 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, increased by contractual interest as set forth 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 deadline is exceeded, the Customer shall immediately be in default toward Gaiyo, without any notice of default. The Customer shall 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 notice to the Customer based on the Service Price Index ("DPI"), available at [www.cbs.nl](http://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 prior to their implementation. Gaiyo reserves the right to adjust the Fees payable to Service Providers for purchased Mobility Services with immediate effect if a Service Provider and/or TLS changes its rates.
- 1.11 If the Customer disputes a billed Service or Mobility Service in whole or in part, 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 is found to be valid, 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 require reasonable security for the fulfillment of the Customer's payment obligations. Such security may consist of, but is not limited to, an advance payment, a security deposit, a bank guarantee, or a guarantee from the Customer's parent company. The Customer is obligated to provide the requested security upon Gaiyo's first request to that effect.

#### **LIABILITY**

- 1.13 Gaiyo is not liable for any damage suffered by the Customer, unless such damage is caused by an attributable failure by Gaiyo to perform the Agreement, in which case Gaiyo is solely liable for direct damage and to the extent that such damage is covered by the liability insurance taken out by Gaiyo for this purpose, but in any case limited to a maximum amount of €25,000 per occurrence per insurance year (whereby a series of occurrences is considered a single occurrence). The foregoing does not apply in the event of intent or gross negligence on the part of Gaiyo, or to the extent that any limitation of Gaiyo's liability is not permitted by law.
- 1.14 Direct damage is defined as damage that is directly and inextricably linked to the act or omission causing the damage (excluding non-pecuniary damage).
- 1.15 Under no circumstances shall Gaiyo be liable for indirect damages, including but not limited to consequential damages, loss of profits and revenue, lost savings, and losses and costs incurred in preventing or determining consequential damages. 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 of the occurrence of the event causing the damage, failing which the right to claim compensation from Gaiyo shall lapse. The Customer indemnifies Gaiyo against claims from Users and third parties related to 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 on this can be found in the privacy statement available at [www.gaiyo.com/privacy](http://www.gaiyo.com/privacy).
- 1.18 For the duration of this Agreement, Gaiyo acts as 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 purpose of personalizing 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 right to access and correct the recording of their personal data and transaction data. In the event of an objection, Gaiyo will be compelled to terminate the right of use with respect 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 User's explicit consent 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 consented to the processing of personal data and transaction data. The Customer shall indemnify Gaiyo against any consequences or claims by third parties arising from the Customer's 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's products and services, the Gaiyo brand and trade name, as well as to 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 be granted the rights of use and authorizations 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 of any kind concerning the other Party or the content of the Agreement, even after termination of the Agreement, unless such information is of general knowledge 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 will be able to fulfill their obligations (in full), without prejudice to any other rights to which Gaiyo is entitled. As soon as the Customer and/or the User subsequently complies with the Agreement and/or provides sufficient security to fulfill their obligations, Gaiyo will lift the suspension.

#### **TERM AND TERMINATION OF THE AGREEMENT**

- 1.25 The Agreement is entered into for the term agreed upon in the Agreement.
- 1.26 Each party is entitled to terminate the Agreement extrajudicially if the other party fails, through its own fault, to fulfill the essential obligations under the Agreement and, after having been duly given written notice of default, fails to remedy such failure within a reasonable period.
- 1.27 Gaiyo is entitled to terminate the Agreement in writing with immediate effect, without any further notice of default being required and without Gaiyo thereby becoming liable for damages to the Customer, if:
  - a. The Customer has been granted a stay of payments or a petition for the Customer's bankruptcy has been filed;
  - b. The Customer is dissolved or loses free disposal of its assets, or a portion thereof;
  - c. The Customer ceases its business operations or disposes of a significant part thereof;
  - d. There is a change in control of the Customer's organization or in the event of the sale of all of the Customer's assets or a substantial part thereof.All of the foregoing is 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 regarding Services and Mobility Services already provided. These amounts will become immediately due and payable upon termination.

#### **OTHER PROVISIONS**

- 1.29 The Customer warrants that it will also impose all obligations under these Terms and Conditions on Users. Under no circumstances shall the Customer make any commitments or provide any guarantees to Users beyond those provided by Gaiyo in the Agreement and Terms and Conditions.
- 1.30 The Customer is not permitted to transfer any right or obligation under the Agreement to a third party without Gaiyo's prior written consent.
- 1.31 If one or more provisions of the Agreement should prove to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The parties undertake to replace the unenforceable provisions with provisions that—in light of the purpose and intent of this Agreement—deviate as little as possible from the relevant unenforceable provisions.
- 1.32 These Terms and Conditions may be amended by Gaiyo. Any such amendment to the Terms and Conditions shall apply to all existing and future Services provided by Gaiyo.
- 1.33 The Agreement and its performance are governed exclusively by Dutch law. All disputes concerning the validity, interpretation, or performance of the Agreement shall be submitted for resolution to the competent court in Amsterdam, without prejudice to Gaiyo's right to bring a legal dispute before the court in the district where the Customer is established.



## 2. THE GAIYO CARD

### GENERAL

- 2.1 Gaiyo may provide Users with a Gaiyo Card. Using the Gaiyo Card, the Customer (on behalf of Users) may order and purchase agreed-upon Services and Mobility Services. The Mobility Services available with the Gaiyo Card may vary. A current 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 designated by the Customer, in which case the Customer's name will also be registered.

### USE OF THE GAIYO CARD

- 2.3 The Gaiyo Card must be used in accordance with the following rules established by Gaiyo: A Gaiyo Card must be activated by the User in order to access 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 does not guarantee that the Mobility Services will actually be provided (correctly). Any costs and/or fines resulting from the use of the Gaiyo Card in violation of these rules (and the Agreement, including these Terms and Conditions) shall 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 Terms and Conditions, and the User Manual.
- 2.5 The Customer is liable for all consequences of the User's use of the Gaiyo Card. This means, among other things, that from the moment Gaiyo receives or the Gaiyo Card is first used until the moment it is returned to Gaiyo, the Customer shall reimburse Gaiyo for all costs associated with the Mobility Services purchased via the Gaiyo Card, regardless of whether the Gaiyo Card was used lawfully. Only in the event of theft or loss may the Gaiyo Card be blocked by TLS, in which case the Customer is obligated to reimburse Gaiyo for the costs incurred via the Gaiyo Card until the block is confirmed.
- 2.6 With regard to the delivery of Gaiyo Cards, Gaiyo assumes that the personal data listed on the User's personal page in the Gaiyo Portal is accurate. It is the responsibility of the Customer and/or User to promptly notify Gaiyo of any changes to this information.
- 2.7 The Customer is not permitted to:
  - i. Damage, alter, or otherwise use the Gaiyo Card in any manner other than the permitted use in accordance with the Agreements, these Terms and Conditions, and the User Manual.
  - ii. Reproduce, disclose, modify, circumvent, or otherwise interfere with the security measures on the Gaiyo Card, including electronic security measures, for the purpose of unauthorized use of the Gaiyo Card.
  - iii. To provide an opportunity to perform any of the acts mentioned above under (i) or (ii).
- 2.8 Cancellation of a payment transaction made with a Gaiyo Card is not possible.
- 2.9 The Customer shall ensure that a Gaiyo Card, on which a User's personal characteristics have been stored, is used only by that specific User.
- 2.10 With regard to the Gaiyo Cards, TLS has a best-efforts obligation to ensure the maintenance, protection, and functioning of the technical capabilities necessary to enable public transportation travel. However, neither TLS nor Gaiyo guarantees the completely error-free and uninterrupted functioning of Gaiyo Cards.
- 2.11 A class change is only effective once the User follows the instruction to retrieve the class change at the relevant TLS machine.
- 2.12 The Customer is aware that a User may at any time obtain a one-day upgrade for first-class travel at TLS machines; Gaiyo cannot block this, and the additional costs of this temporary class change are the responsibility of the Customer.
- 2.13 The Customer pays production costs and a deposit for the Gaiyo Card; the amount is specified in the applicable Price List and/or Agreement.

### AMENDMENT AND TERMINATION

- 2.14 The Customer may add or remove one or more Services and Mobility Services from one or more Gaiyo Card(s), provided that this is done with a 24-hour notice period and that it is permitted under the terms of the Agreement.
- 2.15 During the term of the Agreement, it is possible to change the configuration of the purchased Services and/or Mobility Services at the Customer's request. Gaiyo expressly reserves the right to charge the Customer for any additional (setup) costs directly resulting from such a configuration change, or to adjust the agreed Fixed and/or Variable Fees accordingly.
- 2.16 The Customer may cancel a Gaiyo Card (for example, in the event of a User's termination of employment). This must be done in writing, subject to a notice period of at least 1 (one) month, during which the Gaiyo Card must also be returned to Gaiyo; see also 2.28 .

### LOSS AND THEFT

- 2.17 The Customer shall ensure that only authorized persons use the issued Gaiyo Cards.
- 2.18 In the event of loss or theft of the Gaiyo Card, the User shall immediately notify Gaiyo of this by telephone or in writing. Gaiyo will record the time of receipt of the report and will ensure that the Gaiyo Card is blocked as soon as possible (within 48 hours of receiving the report).
- 2.19 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 shall reimburse Gaiyo for the costs as set forth in the Agreement. Gaiyo reserves the right to increase these costs.
- 2.20 In the event of a report of loss or theft, Gaiyo reserves the right to ask the User to file a police report. In that case, the Customer and/or User will also be required to send a copy of the relevant police report to Gaiyo immediately.

### FRAUD AND DAMAGE

- 2.21 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 initiated (possibly involving a third party). This is not mandatory, however. The Customer agrees in advance to cooperate fully with TLS, Gaiyo, or a third party in connection with such an investigation.
- 2.22 Upon notification of (suspected) fraud, or if TLS itself suspects that fraudulent activities are being committed using Gaiyo Cards, TLS is entitled, at its sole discretion and as soon as TLS deems necessary, to block the balance and/or products on the relevant Gaiyo Card(s) or to proceed with the complete blocking of the relevant Gaiyo Card(s). In such cases, Gaiyo is entitled, at its own discretion and as soon as Gaiyo deems necessary, to block one or more Services and/or Mobility Services on the relevant Gaiyo Card(s).



- 2.23 Gaiyo is in no way obligated to the Customer and/or the User to compensate for any (financial) damage that the Customer, the User, or other third parties suffer or have suffered as a result of the fraud.
- 2.24 In the event of damage to the Gaiyo Card, Gaiyo will issue a new Gaiyo Card at the Customer's request. In such a case, the Customer shall reimburse Gaiyo for the costs as set forth in the Agreement. Gaiyo reserves the right to increase these costs.

#### **SUSPENSION OF USE**

- 2.25 For Gaiyo Cards, Gaiyo is entitled to immediately block the balance and/or products on a Gaiyo Card or to proceed with a complete block of a Gaiyo Card if a compelling interest justifies such action, including if the Gaiyo Card proves to be technically defective from the perspective 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 such cases, Gaiyo is entitled to block one or more Services and/or Mobility Services, as well as 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**

- 2.26 In the cases described in Articles 2.18 , 2.22 , and 2.25 of the Terms and Conditions, the right of use for the Gaiyo Card(s) will terminate.
- 2.27 In addition to Article 2.26 , the right of use with respect to the Gaiyo Card(s) shall terminate in the following cases:
- Upon termination of the Agreement.
  - Upon termination of the Business Card Provider Sub-Agreement between TLS and Gaiyo, pursuant to which Gaiyo is authorized to issue Gaiyo Cards on loan to the Customer's Users, of which Gaiyo will notify the Customer in a timely manner.
  - In cases of objection, as described in Article 1.19 of the General Terms and Conditions.
  - Upon the expiration of the technical validity period of the Gaiyo Card, which is a maximum of five (5) years, in which case a new Gaiyo Card will be issued.

The User may no longer use the Gaiyo Card(s) immediately upon the expiration or termination of the right to use the Gaiyo Card(s).

- 2.28 Upon expiration or termination of the right of use and in the event of damage to a Gaiyo Card, the Customer and/or User shall return the relevant Gaiyo Card 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 relevant Gaiyo Card is received. This does not apply in cases of loss or theft. If a Gaiyo Card reported as lost or stolen is subsequently found or returned, it must be returned immediately (undamaged) to Gaiyo.
- 2.29 The Customer is further obligated to reimburse Gaiyo for any costs incurred by Gaiyo that are related to the Customer and/or User's failure to return the Gaiyo Card (on time).

#### **MISCELLANEOUS**

- 2.30 Gaiyo Cards remain the property of TLS and/or Gaiyo at all times. The Customer and/or the User therefore receives only the right to use the Gaiyo Card. No direct contractual relationship is established between the Customer and/or the User and TLS. Neither the Customer nor the Users shall initiate contact with TLS.
- 2.31 Gaiyo may limit the use of Gaiyo Cards in time or replace them with other types of Gaiyo Cards. Furthermore, upon request by TLS, Gaiyo may at any time issue new Gaiyo Cards with modified functionality and/or terms and 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 via the Gaiyo App may, at the Customer's discretion, be designated for business use and/or commuting.
- 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 phone. Gaiyo will process this booking in accordance with the Agreement. If the request to arrange the Trip has been properly submitted to Gaiyo and Gaiyo has confirmed this to the User, the User may begin the Trip as booked. Gaiyo will charge the Customer for all costs arising from the User's late arrival for the requested departure time or failure to show up. The User may cancel the Mobility Services as described in this article only in accordance with the cancellation periods specified by Gaiyo. Gaiyo is entitled to charge the full transportation rates if the User cancels the Mobility Service after the cancellation period has expired. Gaiyo reserves the right to charge the booking fee in the event of late cancellations.
- 3.4 Costs for business and commuting trips are settled with the Customer.
- 3.5 Costs of private trips are settled directly with the Users, unless it has been agreed that these will be settled through payroll.
- 3.6 Gaiyo is not liable for any damages incurred by the Customer or third parties (including any tax consequences) resulting from an 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. S**

- 4.1 The rental company's terms and conditions apply to the rental agreement for the Rental Car.
- 4.2 The provision of Rental Cars by Gaiyo to the Customer and/or the User is entirely at the Customer's and/or the User's own expense and risk. 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 arising from violations of (traffic) laws, ordinances, and applicable legal regulations 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 associated costs to the Customer.
- 4.4 The Customer is responsible for returning the Rental Car in accordance with the return instructions prescribed by the rental company. Without proper return, Gaiyo will not consider the Rental Car to have been returned, and the rental period will therefore continue, with the associated



costs charged to the Customer. After returning the Rental Car, the Customer remains liable until the Rental Car has actually been returned to or picked up by the rental company.

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

## 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, enabling Users who require a vehicle in the course of their work for the Client to reserve a vehicle. In this context, Gaiyo will also make the Gaiyo App available to the Client.
- 5.2 The Service Providers' terms and conditions apply to the use of the Shared Vehicles. If the Gaiyo App is used to access commercial shared vehicles, the latest versions of these terms and conditions from the Service Providers will be displayed and accepted by the User with each reservation.

### 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 shall hold their Users accountable for this if this is not the case.
- 5.4 The Customer is not authorized to rent out, dispose of, pledge, or otherwise encumber a Shared Vehicle (or any part thereof).
- 5.5 The Customer is responsible for ensuring that the Shared Vehicle is used exclusively by competent Users and in accordance with applicable laws, regulations, ordinances, and legal provisions. To the extent that a driver's license is required to use a Shared Vehicle, the Customer is responsible for ensuring that the Customer and/or the User holds a valid Dutch driver's license. If Gaiyo is held liable for violations, Gaiyo will charge the Customer for the associated costs.
- 5.6 The Customer is not permitted to make any modifications whatsoever to a Shared Vehicle.
- 5.7 The Customer forfeits ownership of anything attached to a Shared Vehicle by the Customer without Gaiyo's approval. Gaiyo is not obligated to provide any compensation for accessories not removed for any reason whatsoever or for 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 FOR SHARED VEHICLE

- 5.9 Each shared vehicle is equipped with a Fuel or Charging Card, unless otherwise agreed. In the case of a fuel card, 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 odometer reading of the Vehicle when refueling.
- 5.10 The Customer must strictly adhere to all instructions and guidelines provided by Gaiyo or the Fuel or Charging Card company regarding the use of the Fuel or Charging Card.
- 5.11 Gaiyo is not liable for any damages incurred 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 lies in damage to the Fuel or Charging Card, a temporary outage of the electronic payment system, or any other reason.

### DAMAGES AND LIABILITY

- 5.12 The Customer is liable for all damages of any kind caused to or involving the Shared Vehicle, or resulting from theft of the Shared Vehicle, to the extent 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. In addition to the amount of the fine, Gaiyo will charge the Customer administrative fees for processing a traffic ticket;
  - Damages 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 shall never be liable for any (business) loss arising from damage to or defects in the Shared Vehicle, regardless of the circumstances under which such damage or defects may have occurred.
- 5.14 The Customer indemnifies Gaiyo against all claims filed against Gaiyo in connection with the possession or use of the Shared Vehicle, and which are not eligible for reimbursement by the insurance company.
- 5.15 In the event of theft or damage to or caused by the Shared Vehicle provided by Gaiyo, the Customer and/or the User are obligated to notify the Service Provider and Gaiyo within 24 hours and to submit, as soon as possible, statements from witnesses relating to the events, as well as a fully completed accident report form.
- 5.16 In the event of theft of a Shared Vehicle provided by Gaiyo, the User must at all times have an official report and/or 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 always refrain from making any commitments or statements from which an acknowledgment of any obligation to pay damages 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 The Customer is obligated, immediately upon the occurrence of damage to a Shared Vehicle provided by Gaiyo, to present the relevant Shared Vehicle for appraisal and to strictly follow the Service Provider's and/or Gaiyo's instructions regarding the repair of the damage, which in any case includes the complete and timely completion of a damage report form.



- 5.18 Notwithstanding the provisions of these General Terms and Conditions, in the event of damage to a Shared Vehicle made available by Gaiyo, the Customer is at all times liable for the deductible, unless the damage incurred has been fully compensated by a third party. If the amount of damage is lower than the deductible, 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 deductible if the Service Provider and/or the insurer increases the deductible.
- 5.19 Immediately after each damage report, the Customer must pay the applicable "Deductible" amount to Gaiyo. As soon as full compensation for the damage has been received from (the insurance company of) a third party, Gaiyo will refund the relevant amount received to the Customer.
- 5.20 Damage to or loss of the User's or a third party's personal property located in or on the Shared Vehicle is the Customer's responsibility, unless compensated by a third party.

#### **TERMINATION OF THE AGREEMENT**

- 5.21 If the Customer fails to return the Shared Vehicles provided by Gaiyo within the specified time frame, 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 applicable list price (including VAT) for 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 damages and costs from the Customer.
- 5.22 Upon termination of the Agreement or the use of the Shared Vehicle, the number of additional or fewer kilometers not yet billed, compared to the agreed rental mileage, will be determined based on the odometer reading at the time of return of the Shared Vehicle and settled immediately between the Parties.
- 5.23 In the event the Customer fails to return the vehicle, the Service Provider and/or Gaiyo are entitled to enter the location where the Shared Vehicle is located to reclaim it and have it removed. The costs of transportation and insurance shall be borne by the Customer. Until the Shared Vehicle is once again in the actual possession of the Service Provider and/or Gaiyo, the risk of damage caused by or to the Shared Vehicle or its destruction shall be borne by the Customer. If, in any of the aforementioned cases, Gaiyo cannot freely dispose of the Shared Vehicle, all resulting damages to Gaiyo shall be borne by the Customer.

#### **SEIZURE AND THIRD-PARTY MEASURES**

- 5.24 If third parties, including in any case a bailiff executing a writ of attachment, police or judicial authorities, an administrator, or a receiver, wish to assert rights or take protective measures with respect to the Shared Vehicle (to the extent made available by Gaiyo), the Customer shall immediately inform them that ownership of the Shared Vehicle does not lie with the Customer. If a Shared Vehicle should fall out of the Customer's control, the Customer shall notify Gaiyo thereof within 24 hours and, if necessary, take measures against this at their 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 authorizes this. A Fuel Card has its own unique PIN code to prevent misuse. The Customer is 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 odometer reading of the Vehicle.
- 6.2 Gaiyo technically equips all its Gaiyo Cards with the Fueling and Charging functionality. If a User utilizes the fueling and/or charging function despite not being authorized to do so, this is 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 stations in Europe. The actual charging process may vary by charging station. The User must carefully follow the instructions of the local charging station. All charging costs incurred by the User will be billed to the Customer, regardless of whether the usage instructions 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 provide a new Fuel/Charging Card, which new card offers at least the same functionality.
- 6.5 In the event that a new Fuel/Charging Card is issued due to the loss or theft of the Fuel/Charging Card, Gaiyo may charge the Customer a one-time card and administrative fee.
- 6.6 The User must keep the Fuel/Charging Card separate from the PIN. Neither the Customer nor the User is permitted to write the PIN on the Fuel/Charging Card, share the PIN with third parties, or leave the Fuel/Charging Card in the Vehicle. 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 deactivation of the Fuel/Charging Card from Gaiyo and return it. The Customer is liable for 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 carried out with a Fuel/Charging Card that has not been reported as lost or stolen. Gaiyo will endeavor to provide the Customer with useful administrative information so that the Customer may 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 using the Fuel/Charging Card provided to them. The Customer is liable for any damages Gaiyo may incur in cases where the Fuel/Charging Card is presented for payment of goods or services for which the Fuel/Charging Card is not intended. The Customer is liable for the risk of loss, theft, or misuse of the Fuel/Charging Card provided to the Customer and for any resulting damage to Gaiyo. The Customer indemnifies Gaiyo against all damages and consequences of misuse of the Fuel/Charging Card and/or expense reports resulting from misuse of the Fuel/Charging Card. Gaiyo is not liable for the consequences of the Fuel/Charging Card being refused by an affiliated fuel supplier or other affiliated company.
- 6.9 Any costs incurred as a result of the loss of 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, file a police report, 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 any 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 provided to them by Gaiyo. Until these Fuel/Charging Cards have been received by Gaiyo, the Customer remains liable for all consequences (including damages and costs) associated with the use of these Fuel/Charging Cards.
- 6.13 Fuel/Charging Card fees are billed retroactively on a weekly or monthly basis, with a payment term of 14 days; the fixed monthly fees for the Fuel/Charging Card are billed in advance.
- 6.14 Copying the fuel/charging card is considered a fraudulent act.

## 7. EXPENSE REPORT MODULE

- 7.1 Through the Expense Report Module, mileage reports for commuting and business-related driving of a vehicle, as well as other business expenses, can be entered into the Gaiyo App or the Gaiyo Portal and verified electronically. The number of claimed kilometers is automatically compared to the distance calculated by a route planner. The submitted claims can be forwarded by Gaiyo to the approving manager, who may approve or reject the claim.
- 7.2 The User is responsible for the accuracy of the entered mileage data, and the Customer will review and approve it before the end of the current month.
- 7.3 Gaiyo is not liable for any damages incurred by the Customer or third parties (including any tax consequences) resulting from the User providing incorrect or incomplete mileage data.

## 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 the User(s) the option to convert business travel expenses into a monthly budget, allowing the User to decide for themselves how to travel—or not to travel at all.
- 8.2 The annual budget for the relevant User of the Customer is managed “virtually” in a personal section of the Website. The business mobility costs incurred by this User through the use of Mobility Services are automatically deducted from this budget.
- 8.3 The Client is responsible for the accuracy of the mileage data and travel expense reports entered.
- 8.4 Gaiyo is not liable for any damage incurred by the Customer or third parties (including any tax consequences) resulting from the provision of incorrect or incomplete (mileage) data or information by the User, or otherwise resulting from acts or omissions of the Customer and/or User.

## 9. PARKING

- 9.1 The Customer and/or User may opt to use the following parking services, with billing processed through Gaiyo:
  - a. Street parking: The User can pay for street parking via the Gaiyo App.
  - b. Garage parking: Through the Gaiyo App, the User can pay for garage parking at ParkBee garages.
  - c. Park-and-Ride (P+R) parking: Using the Gaiyo Card, the User can access and pay at all P+R locations. The NS P+R terms and conditions apply when using the NS P+R facility.

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.

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