



## DEVS Flexible Rental General Terms and Conditions Effective from and last updated 1 January 2022

### 1. Definitions

1.1. In the below General Terms and Conditions (“GTC”), the stated terms will have the following meaning:

- “**Flexible Rental**” the agreement between DEVS and the Renter for the use of the Motorcycle by the Renter, as well as any other agreement between DEVS and the Renter;
- The “**Agreement**” is a motorcycle rental agreement and these terms and conditions are an integral part of the Agreement;
- The “**Renter**” any natural person or legal entity who takes out a Flexible Rental;
- “**Vehicle**” means the electric motorcycle made available by DEVS to the Renter under the Flexible Rental for use by the Renter in accordance with these GTC;
- The “**Rental Period**” means the period commencing with the start of the Flexible Rental rental and ending either when the Vehicle is returned (whether by the Renter or not), or when the Company receives proper confirmation of theft or destruction of the Vehicle;
- The “**End Date**” means the date on which the Flexible Rental ends by means of cancellation by the Renter as explained in Article 6.3;
- “**Normal Use**” means a Flexible Rental for the Vehicle, whereby the Renter may ride less than 1,000 kilometres per calendar month in total;
- “**Initial Payment**” means a one-off sum payable by the Renter to DEVS at the start of the Flexible Rental for the rent of the Vehicle;
- “**Monthly Fee**” is the payment owed by the Renter to DEVS each calendar month for the rent of the Vehicle;
- “**Total Loss**” is as defined in Article 7.6;
- “**Website**” means the digital portal for the Flexible Rental, accessible via [www.devs.bike](http://www.devs.bike); and
- The Lessor (called the “**Company**” or “**DEVS**” in this document) is Rocketman s.r.o., registered office: Trojanova 16, Praha 120 00, Czech Republic. Company number: 09366300. Tax ID: CZ09366300.

### 2. Applicability

2.1 These GTC of the Flexible Rental are an integral part of the Flexible Rental agreement (“**Agreement**”) concluded between the Company, as the provider of the Vehicle rental service and the Renter using the Vehicle rental service.



2.2 In making and paying for a Flexible Rental, the Renter is deemed to have read, understood and accepted these GTC and to be willing to enter into a binding Agreement with the Company on such terms.

2.3 The purpose of these GTC is to define the scope of rights and obligations of the contracting parties in the provision of Vehicle rental service, as further defined, and other services under these GTC.

2.4 The subject of the Vehicle rental is to enable the Renter, for a fee, the temporary use of a means of transport, in the form of a lease with the services specified in these GTC.

2.5 The Renter is entitled to use the vehicle only in the territory of the Czech Republic, which is covered by liability insurance for damage caused by vehicle operation (indicated on the "green card", ie the document proving liability insurance for damage caused by vehicle operation), and accident insurance according to conditions of the Agreement and these GTC.

2.6 Where the word "damage" is mentioned in these Conditions, it also means "damage" according to Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter the "**Civil Code**").

### 3. Flexible Rental Registration and Agreement

3.1 A prospective Renter may apply for a Flexible Rental via the Website. A binding agreement comes into effect once the Renter has submitted an application via the Website (and accepted these GTC), DEVS has accepted the Renter, and both contracting parties have signed the Flexible Rental Agreement. DEVS reserves the right to refuse a prospective Renter according to its own discretion.

3.2 The Agreement contains in particular the Company's and Renter's designation, contract number, make, type, model and accessories of the Vehicle, handover protocol, service plan, estimated monthly mileage, scope of agreed services, Initial Fee, Monthly Fee and unit price for mileage beyond the expected Normal Use.

3.3 The Company will hand over the Vehicle on the basis of a concluded Agreement with the Renter, unless otherwise specified below. The Initial Payment for consulting and other services provided by DEVS to the Renter in connection with the conclusion of the Agreement will be paid by the Renter to the Company before the start of the Rental Period on the basis of a special invoice. The Agreement shall enter into force on the day of crediting the payment of the Initial Payment in full to the Company's bank account, or on the day of its payment to the Company in cash.

3.4 The Renter may not assign the Agreement (transfer its rights and obligations arising from the Agreement) to a third party without the prior written consent of the Company. If he does so without the said consent, the Renter acknowledges that the assignment of the Agreement will be invalid with all the consequences.

3.5 The Renter will present a valid photo ID and driving licence at the time of signing the Agreement.

3.6 The Renter will sign a waiver within the Agreement confirming that the rental is taken entirely at the Renter's own risk and in case of injury he/she shall hold the company, its Directors, officers and employees harmless and shall not seek compensation for pain, injury, death, loss of earnings or profit, funeral or any and all other claims.

3.7 The Renter shall inspect the Vehicle and in accepting it agrees that the Vehicle was fit for use and that any superficial damage to the Vehicle has been noted by DEVS prior to start of the Rental Period, paying particular attention to tyres, brakes and battery, and that the Vehicle operation briefing has been completed and understood.

3.8 Prior to the start of the Rental Period the Renter agrees to pay the returnable deposit ("**Initial Payment**") for the Vehicle for the amount stated on [www.devs.bike](http://www.devs.bike).



## 4. Vehicle and Service

4.1 The Renter will have a Vehicle at their disposal for the term of the Flexible Rental. Unless DEVS decides to replace the Vehicle, the Renter will have the use of the same Vehicle for the duration of the Flexible Rental. The Vehicle will remain at all times the property of DEVS.

4.2 Within the concluded Agreement, DEVS will carry out maintenance and repairs on the Vehicle (parts and labour) insofar as such work is required as a result of normal wear and tear through normal use, which includes the following services:

- regular service of the Vehicle to the extent prescribed by the manufacturer (warranty service);
- Vehicle insurance (compulsory liability) and accident insurance of the Vehicle, about which more detailed conditions are set out in Article 9 of these GTC; and
- tyre replacement service.

4.3 The Company is entitled to inspect the Vehicle upon prior notice. The Renter is obliged to provide the Company with the necessary cooperation, in particular to bring the Vehicle to the place specified by the Company without the right to reimbursement of related costs.

4.4 The Renter is obliged to follow the maintenance (service) plan prescribed by the manufacturer, which is part of the Vehicle documentation. In case of non-compliance with the service interval, the Company has the right to impose a contractual fine on the Renter. For the purpose of maintenance and repair work, whether or not instigated by DEVS, the Renter must transport the Vehicle to and from a DEVS garage or (at their own expense) arrange for such transportation. This obligation applies throughout the duration of the Flexible Rental, even in the event of a large distance between the Renter and the nearest DEVS garage. If available, the Renter will be able to loan an alternative Vehicle for the duration of the repairs or maintenance to their Vehicle. DEVS shall be entitled (but not required) to repair damage to the Vehicle caused by circumstances for which the Renter is liable at the expense of the Renter.

4.5 If the legal regulation imposes an obligation to inspect the Vehicle (e.g. technical condition), the Renter is obliged to present the Vehicle in time for inspection by a person authorized to perform the inspection specified by the Company and without undue delay to provide the Company with a certificate of inspection person. The costs associated with the delivery of the Vehicle and the inspection are included in the Monthly Fee. In the event of defects found / pointed out by the inspecting person and which prevent the issuance of his positive opinion in relation to the condition and operation of the Vehicle, these will be eliminated as soon as possible at the expense of the Company.

4.6 The Vehicle comes with an alarm and one key. DEVS always has a spare key to the Vehicle. If the key gets lost or damaged, the Renter must request a new key from DEVS. The costs involved amount to CZK 1,500 per key. DEVS assumes no liability for anytime during which the Renter cannot use the Vehicle due to the loss of their key.

4.7 The Renter will not be allowed to have copies made of the key or to have more than one key in their possession, also on account of the risk of theft. A key that was previously reported lost that is recovered and must immediately be returned to DEVS.

4.8 DEVS is entitled to take back the Vehicle at any time in consultation with the Renter and replace it with a comparable Vehicle.

4.9 The Renter may not make any changes to the Vehicle that cannot be removed without damaging the Vehicle and is not permitted to manipulate in any way the electronics and/or software of the Vehicle. The Renter is strictly prohibited from carrying out any work on the Vehicle themselves or through a third-party, unless DEVS has agreed in writing in advance to such work. The



Renter agrees that any such modifications made to the Vehicle that result in an increase in the value of the Vehicle (if they cannot be separated without degrading the Vehicle), become the property of the Company without the right to reimbursement. In the event of any modifications to the Vehicle made without the Company's consent, the Company is entitled to remove it at the Renter's expense and claim damages and costs incurred.

4.10 The costs of maintenance and repairs of the Vehicle, which are caused by other than normal wear and tear, careless handling of the Vehicle, use of the Vehicle in violation of these GTC, negligence or misuse of the Vehicle, are always borne by the Renter in full. The same applies to the costs of repairing damage to the Vehicle to the extent that they are not covered by insurance or indemnity.

4.11 Daily maintenance costs, including vehicle washing and interior cleaning, as well as Vehicle parking and parking costs and road user charges (e.g. highway stamps, tolls) are borne by the Renter.

4.12 The Company is entitled to equip the Vehicle with a monitoring and location unit in order to determine the current position of the Vehicle and the mileage.

## 5. Use Restrictions

5.1 The Renter is obliged to ensure that the Vehicle is always maintained in good condition and meets the conditions for the operation of vehicles on roads set by law. The Renter is also obliged to follow the binding instructions and recommendations for Vehicle care set by DEVS (eg operating instructions, service book), to follow the information provided in the operating documentation, as well as any instructions of DEVS.

5.2 The Vehicle is intended exclusively for personal use by the Renter. The Renter is not allowed to use the Vehicle for commercial purposes, such as the delivery of goods and/or food or sports competitions. In the event of a breach of this obligation, the Renter shall pay a contractual penalty. Such contractual penalty shall be without prejudice to any other rights of DEVS, including but not limited to the right to claim damages and to terminate the Flexible Rental in accordance with Article 6 of these GTC.

5.3 DEVS reserves the right to check the odometer of the Vehicle at its discretion. During the check, the average usage per 30 days is examined. If during the check it appears that the average use in this period is more than Normal Use permitted under the Flexible Rental, DEVS is entitled to retroactively charge the excess mileage. The foregoing shall be without prejudice to any other rights of DEVS, including but not limited to the right to claim damages and to terminate the Flexible Rental in accordance with Article 6 of these GTC.

5.4 In the event of a failure of the odometer, the Renter is obliged to contact DEVS immediately. The number of kilometers covered with a non-functional counter will be determined by the Company's estimate based on the average daily mileage since the Vehicle was taken over, but no more than the last three months of Vehicle operation before the counter failed, unless the Company agrees otherwise with the Renter. The Renter may not change data or otherwise interfere with the mileage computer.

5.5 The Renter must always keep the Vehicle locked, using as a minimum (depending on type) the parking lock supplied with the Vehicle and always enable the Vehicle's alarm system when parking or storing the Vehicle.

5.6 The Renter may not sell, donate or otherwise legally or factually burden the Vehicle. The Renter may not allow the use of the vehicle by third parties (rent, lease, etc.) without the prior written consent of the Company. This does not apply if the vehicle is allowed to be used by persons close to the Client (persons close in the sense of Section 22 of Act No. 89/2012 Coll., The Civil Code).



5.7 The Renter must ensure that the Vehicle is maintained in accordance with the schedule specified by DEVS and must carry out small maintenance at their own expense, such as: (i) regularly checking tyre pressure and, where necessary, inflating the tyres, and (ii) keeping up-to-date and regularly checking the battery and sturdiness of moving parts, and oiling and greasing such parts as necessary.

5.8 The Renter must immediately notify DEVS via the Website of any theft, embezzlement, or loss of - or damage to - the Vehicle.

5.9 The Renter must report defects immediately via the Website and arrange for repair by DEVS at their own expense for any damage to the Vehicle for which they are liable.

5.10 The Renter must not exceed the maximum load as specified in the technical specifications.

5.11 The Renter may not take the Vehicle outside their country of residence.

## 6. Term, Cancellation and Return

6.1 The Flexible Rental Agreement is for one month from the date stated in the order process and automatically extends on a month-by-month basis, unless terminated in accordance with these GTC. Both DEVS and the Renter may terminate a monthly Flexible Rental Agreement at the end of a calendar month subject to one calendar month's written notice sent by letter, e-mail or via the Website.

6.2 The Rental Period begins on the day the Vehicle is taken over by the Renter, or the day on which the Renter was to take over the Vehicle but did not do so. The day of taking over the Vehicle is stated in the handover and acceptance protocol of the Agreement. In the event that the Vehicle is not taken over within the pre-agreed period, the Company is entitled to deactivate the Agreement. In that case, the Renter will also be obliged to pay DEVS a contractual penalty for the loss suffered, without prejudice of the right of DEVS to request full compensation of the loss suffered by it, to the extent that it exceeds the sum of the established compensation.

6.3 From the day that the written cancellation of the Flexible Rental by the Renter has been received by DEVS, the Flexible Rental will continue for one more calendar month, which means that it ends one month after the day on which DEVS has received the cancellation (the '**End Date**').

6.4 The Renter has the right to use the Vehicle until the End Date of the Flexible Rental after termination notice. The Renter has the obligation to meet the costs of Flexible Rental until the End Date.

6.5 DEVS may terminate the Flexible Rental at any time with immediate effect and without prior notice to the Customer if:

- the Renter is more than 15 days in arrears with payment of the Monthly Fee and/or other sums owed under these GTC;
- at the start of, or at any time during, the Flexible Rental the Renter has supplied incorrect information;
- fraud has been committed or DEVS has a reasonable belief that fraud has been committed;
- the Renter refuses to bring the Vehicle to a DEVS garage for maintenance or repair, or otherwise does not cooperate with any maintenance or repair;
- the Renter is in breach of any of the provisions of these GTC and fails to remedy such breach(es) without delay;
- if a bankruptcy resolution has been issued against the Renter;
- In the event of death of the Renter;
- the Renter rides the Vehicle under the influence of alcohol or drugs (note the legal limit for alcohol consumption when driving in the Czech Republic is zero); or
- the Renter uses the Vehicle for improper or commercial purposes..



6.6 DEVS is at all times entitled to terminate the Flexible Rental in the event of theft or on one of the grounds stated in Article 7, and to track down the Vehicle and confiscate it immediately at the Renter's expense. DEVS may use the GPS tracker to track the location of the Vehicle.

6.7 At the end of the Rental Period, the Renter will return the Vehicle intact to the Company at the same location, unless otherwise agreed with the Company.

6.8 At the same time as returning the Vehicle, the Renter is obliged to hand over the key and documents to the vehicle to the Company (e.g. registration, service book, green card, STK, etc.).

6.9 When the Vehicle is not returned on or before the End Date, the Renter pays 2/30 of the agreed Monthly Fee for each day of Vehicle use for the period from the day the Renter was to return the Vehicle to the day the Vehicle was actually returned to DEVS.

6.10 The Company is entitled to refuse to take over a damaged Vehicle. In such a case, the Renter is obliged to repair the damage at his own expense and pay the Monthly Fee until the Vehicle is returned without damage. DEVS shall assess the wear and tear of the Vehicle beyond normal wear and tear and estimate the cost of bringing the Vehicle into a condition corresponding to normal wear and tear. The Company is entitled to charge the Renter for the payment of these costs.

6.11 If the Vehicle is not returned within 5 (five) days of the End Date, DEVS will report a theft by the Renter. In that case, the Renter will also be obliged to compensate DEVS with a contractual penalty for the loss suffered, without prejudice of the right of DEVS to request full compensation of the loss suffered by it, to the extent that it exceeds the sum of the established compensation.

## 7. Theft and/or Loss

7.1 In the event of the loss or theft of the Vehicle and/or any parts, the Renter will be obliged to report this to DEVS within 24 hours, to hand over to DEVS the key to the Vehicle, and to report this loss or theft to the police.

7.2 On receipt by DEVS of a report of theft of a Vehicle, together with a copy of the police report, DEVS will try to find the Vehicle. If they fail to return the Vehicle to the Renter within two weeks of receipt of the report, DEVS will replace the Vehicle by one that is to the extent possible of equal value. If no such Vehicle is available, the Flexible Rental will be cancelled with immediate effect.

7.3 If DEVS succeeds in recovering the Vehicle, the DEVS will charge the Customer a fee of CZK 2,500 for this service.

7.4 The Renter is responsible for own fault damage to the Vehicle and any reduction in the retail value of the Vehicle that remains after repair, actual towing, storage, impound and all others related expenses, plus Company's loss of use.

7.5 The amount of the loss is calculated by the Company according to its standard repair service charges. The Renter will receive an invoice once the repairs are complete and the Company may deduct this balance from the Renter's Initial Payment.

7.6 If the Vehicle is a total write-off, or so badly damaged that the repair costs would exceed the amount of the Initial Payment, this is referred to as "**Total Loss**". In the event of Total Loss the Renter must notify DEVS immediately by e-mail or via the Website, and in any event within 24 hours of discovery.

7.7 Upon theft or Total Loss, the Agreement ends on the day on which the Company received a confirmation from the insurance company, law enforcement authority or a forensic expert on complete destruction of the Vehicle, unless the contracting parties agree otherwise on the date of termination of the Agreement.





7.8 If the Renter does not, or not in good time, report a loss or theft of the Vehicle, or if the Renter cannot hand over the Vehicle key to DEVS, or if the theft or loss is the result of the Renter's own actions or negligence, the Renter will owe DEVS compensation (the amount of which is dependent upon the value of the Vehicle), which will be not more than CZK 150,000 including VAT.

7.9 If there is Total Loss to the Vehicle, the Renter is obliged, in agreement with DEVS, to ensure the safe storage of the crashed Vehicle at a place specified by DEVS or the insurance company as soon as possible. In the event of a breach of this obligation, the Renter is objectively liable to the Company for the damage incurred and related costs (eg towing, storage, etc.), if they are not covered by the vehicle insurance.

7.10 In the event of termination of the Agreement due to Total Loss or theft, the Renter is obliged to pay the Company in particular: a) Monthly Fee until the date of termination, b) remuneration for services, contractual penalties, default interest, expenses incurred by the Company in connection with securing the Vehicle.

7.11 If parts of the Vehicle are missing or stolen, DEVS will be entitled to charge this to the Renter up to the amount of the standard replacement price of the parts.

7.12 Detention, seizure, prevention or any other restriction of the disposition of the Vehicle by the police, public administration or other authorized entity for reasons on the part of the Renter does not release the Renter from the obligation to pay the Monthly Fee properly and on time and fulfill other obligations under the Agreement. In such cases, the Renter is obliged to immediately inform the Company. The Renter is liable to the Company for the damage, has no right to terminate the Agreement and no claims arise against the Company.

## 8. Damage to Vehicle

8.1 The Renter will report damage to the Vehicle caused by vandalism to DEVS within 24 hours.

8.2 The Renter shall cooperate with any necessary servicing or maintenance, on demand by DEVS. In the event of damage and wear and tear to the Vehicle, other than what can be expected from normal use, DEVS reserves the right at its discretion to recover the associated costs from the Renter.

8.3 If there is any damage caused by the contributory fault or fault of a third party, the Renter will be obliged to submit to DEVS the contact details of this third party as well as a sketch of the scene signed for approval by both parties. If the contact details of the third party are not submitted, the damage will be charged to the Renter. The Renter is fully responsible for any damage to the Vehicle incurred in connection with the use of the Vehicle by a third party.

## 9. Insurance

9.1 The Monthly Fee includes compulsory liability insurance for damage caused by the operation of the Vehicle according to Act no. No. 168/1999 Coll., and evidenced by a "green card". The insurance will always be provided by the Company as the owner of the Vehicle through the insurer of their choice. The insurance premium is paid by the Company.

9.2 In the event of an insured event, the Renter is obliged to immediately report to the Company through contacts and in the manner specified in the driver set the expected extent of the damage and the circumstances of the insured event, and in cases stipulated by law also the police, each insured event and follow its instructions.



9.3 If, in connection with the operation of the Vehicle, damage is caused that is not covered by insurance or indemnity, and the resulting claims will be asserted on the Company, the Renter is obliged to satisfy those who have asserted such claims with the Company without delay. If the Renter does not satisfy these claims without undue delay, the Company is entitled to satisfy them without the Renter's consent and is entitled to compensation from the Renter of what he fulfilled to satisfy these claims and related costs.

9.4 The Renter is responsible to the Company for the destruction, loss, damage and impairment of the Vehicle and its equipment, which are not covered by the conditions of the relevant insurance contract, regardless of the degree of his fault. The Renter is liable for all damages arising from the use of the Vehicle outside the Czech Republic.

9.5 In the event of an insured event, the Renter is obliged to provide all evidence and other documents necessary to ensure the insurance indemnity and provide the Company with all cooperation in its resolution, including documentation of all necessary documents for the successful settlement of the insured event.

## 10. Payments

10.1 When taking out a Flexible Rental, the Renter will also be obliged to give a direct debit mandate to have the Monthly Fee owed debited to the stated bank account number. The date on which the payment is credited to the Company's bank account is considered to be the date on which the payment was made by the Renter.

10.2 In the case of commercial Renters, agreement can be reached for payment to be made in respect of regular invoices.

10.3 Payment of the Monthly Fee for the next calendar month must be made by no later than the last day of the current calendar month. The Monthly Fee due in respect of the first calendar month is calculated pro rata according to the number of days between the start of the Rental Period and the end of that month.

10.4 If the Monthly Fee cannot be debited or is wrongly reversed, the Renter will be in default by operation of law. In that case, the Renter will receive a demand to pay the amount due within 14 (fourteen) days. DEVS may engage a collection agency if the amount due has not been paid within this period of fourteen days. All additional administrative costs and extrajudicial collection costs will be payable by the Renter. Furthermore, in such a case the Renter shall not be entitled to any partial refund of the Initial Payment.

10.5 The Renter pays all fines imposed (imposed) by the Police of the Czech Republic, the municipal (municipal) police and other bodies (eg municipal administrative bodies) for driving and operating the Vehicle, or in connection with it, in violation of applicable regulations, as well as other bodies entitled to impose sanctions outside the territory of the Czech Republic. The Renter is also obliged to pay the costs associated with the technical interventions of the authorities and third parties authorised by them (e.g. towing costs).

10.6 The Renter is not entitled to withhold or postpone the fulfillment of its due debts to the Company, to make any deductions, deductions or settlements during their fulfillment or to make a unilateral set-off against the Company's obligations.

## 11. Liability





11.1 The Renter uses the Vehicle at their own risk.

11.2 The Vehicle is registered according to EU homologation requirements for safety. If the Renter doubts the safety of the Vehicle, they must contact DEVS immediately.

11.3 DEVS will not be liable for any damage or harm suffered by the Renter as a result of using the Vehicle, apart from deliberate recklessness on the part of DEVS or for damages that cannot be excluded on the grounds of mandatory statutory provisions.

11.4 If the Renter puts a Vehicle into use, this will be construed as evidence that it functions properly and does not show any defects.

11.5 The Renter has the right to immediately terminate the Flexible Rental if DEVS has repeatedly and/or seriously failed to fulfil its obligations described in the GTC.

11.6 Insurance related to health expenses is specifically not covered by insurance and the Company recommends that the Renter has their own valid health insurance for such matters.

## 12. Amendments

12.1 DEVS reserves the right to change the Monthly Fee unilaterally. Changes will be communicated to the Renter via e-mail at least one calendar month before the effective date.

12.2 DEVS has the right to unilaterally amend these GTC. Changes in the GTC will be communicated at least one month before the effective date by means of an announcement on the website [www.devs.bike](http://www.devs.bike) and an e-mail to the Renter. If the amendment results in the Renter being provided with a performance which materially differs from the original performance, the Renter will have the right to terminate the Flexible Rental as of the date on which the amended terms and conditions come into effect.

12.3 DEVS will at all times be entitled to transfer its claims against the Renter, of any nature whatsoever, to third parties.

## 13. Contractual Fines

13.1 If the Renter does not take over the Vehicle according to these GTC and the Agreement within 30 days after the deadline set by the Company, the Company is entitled to apply a contractual penalty of CZK 5,000 including VAT to the Renter.

13.2 If the Renter does not pay the Initial Payment within 30 days after its due date, the Company is entitled to apply a contractual penalty of CZK 5,000 including VAT to the Renter.

13.3 If the Renter uses the Vehicle for commercial purposes, such as the delivery of goods, taxi service and/or food or sports competitions, the Company is entitled to apply a contractual penalty of CZK 50,000 including VAT to the Renter.

13.4 If the Renter does not follow the maintenance (service) plan prescribed by the manufacturer, which is part of the Vehicle documentation, the Company has the right to impose a fine of CZK 10,000 including VAT on the Renter.

13.5 If the Renter does not return the Vehicle within 5 (five) days of the End Date, the Company is entitled to apply a contractual penalty of CZK 5,000 including VAT to the Renter.

13.6 In the event that the Renter does not return all keys and documents of the Vehicle (especially registration document, service book, green card) in accordance with these GTC together with the



return (delivery) of the Vehicle, the Company is entitled to impose a contractual penalty of CZK 5,000 with VAT for each missing key or document.

13.7 If any monetary debt of the Renter is not paid properly and on time, the Company is entitled to demand from the Renter a contractual penalty of 0.2% per day of the amount due for each day of delay.

13.8 In addition to the contractual penalty, the Company always has the right to compensation in full for the Renter.

13.9 The Company is entitled to charge the client a fee of CZK 1,500 including VAT for each reminder related to the Renter's debt under the Agreement and these Conditions.

## 14. Privacy

14.1 The Company will treat the Renter's personal information as confidential and comply with applicable data protection privacy laws. The Renter consents to give the Company the right to use the Renter's personal information to fulfil the Company's duties under these Terms.

14.2 In the case of theft or reasonable suspicion of fraud, DEVS shall be entitled (but not required) to locate or track the Vehicle's location, and/or to check whether prior to the alleged or actual theft the Vehicle had been locked.

14.3 How we protect personal data is explained in our Privacy Statement. This can be consulted at <https://devs.bike/pages/legal-privacy.php>

## 15. General

15.1 **Force majeure.** We will not be liable to you nor held in breach of contract for any loss or harm which may be suffered as a direct or indirect consequence of us being prevented, hindered or delayed in the performance by reason of any condition beyond our reasonable control including (but not limited to) any act of God, war, riot, civil commotion, governmental action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, intellectual property disputes, interruption in the supply of power or materials and in such event we may elect to cancel your booking and return any payments made.

15.2 Except as expressly agreed by the Company and the Renter, these GTC constitute the full agreement between the Renter and the Company with respect to the subject matter, and replace all previous or contemporaneous agreements, whether written or oral, with respect to the subject matter.

15.3 These Terms are governed by the laws of the Czech Republic. The Renter expressly agrees to submit to the exclusive personal jurisdiction of courts in the Czech Republic.

15.4 If any provision of these Terms is found to be invalid, the invalidness of such provision will not affect the validity of the remaining provisions of these Terms, which will stay in full force and effect. Failure of the Company to act on or enforce any provision of these Terms will not be construed as a relinquishment of that provision or any other provision in these Terms. No waiver will be effective against the Company unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance.



15.5 The Customer agrees to information concerning the Flexible Rental being sent only in digital form, such as by e-mail to the e-mail address provided at the time of registration.

15.6 The section headings are supplied merely for convenience and will not be given any legal bearing.

15.7 These Terms will pass to the benefit of the Company's successors, assigns, licensees, and sublicensees.

15.8 To the maximum degree legally allowed, whether or not the Company was aware or informed of the possibility of damages, and whether or not the restricted remedies provided herein fail of their primary purpose: (l) the Company's aggregate financial obligation (whether based on warranty, contract, tort, including negligence, or any other legal theory) will in no circumstances exceed the payments received for the rental. All rights reserved. Special, peripheral, indirect, or consequential damages, lost profits, lost income, or cost of cover, or damages resulting from lost data (whether based on warranty, contract, tort, including negligence, or any other legal theory).

15.9 The Czech translation is only for information. In case of dispute, the English version of these Terms will apply.

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