

## Terms & conditions MyPop

Date of last revision: 19.03.2025

*BY ACCESSING OR USING THE MYPOP PLATFORM, ANY VEHICLE AND/OR SERVICE OFFERED BY MYPOP, YOU, THE USER, ARE INDICATING THAT YOU HAVE READ AND THAT YOU UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS OF MYPOP AS SET FORTH BELOW (THE “**AGREEMENT**” OR THE “**TERMS AND CONDITIONS**”) – AND THE TERMS AND CONDITIONS OF MYPOP INSURER, AVAILABLE [HERE](#) (BEING THE CAR LIABILITY INSURANCE “Assurance RC Auto” / “Verzekering BA Auto”).*

**POPPY MOBILITY**, a public limited company having its registered office at Sanderusstraat 25, 2018 Antwerp, Belgium and registered with the Register of Legal Entities of Antwerp with enterprise number 0681.505.370 (hereinafter referred to as "**MyPop**") has developed a platform offering a mobility solution consisting in the monthly renting by MyPop of vehicles made available to its Users for use as provided in these Terms and Conditions (the “**Services**” and the “**Vehicles**”).

Please note that if you are accessing or using our Services through a third party’s platform or on basis of an agreement between MyPop and a third party (such as your employer or a management company of shared offices), it is possible that some rules contained in these Terms and Conditions will not apply to you (e.g., payment terms if a third party is paying for your use of MyPop Services). Should the context not be sufficiently clear for you to understand whether a rule does apply or not, please assume it does apply and respect it. You can also always contact us for more information.

The contract between you (“**you**” or the “**User**”) and MyPop consists of the special terms and conditions agreed directly between you and MyPop, these General Terms and Conditions and the general terms and conditions of MyPop's insurance (together, the “**Agreement**”).

If you have any questions, MyPop's customer service, available by telephone on +32 2 586 20 44 or by e-mail at [mypop@poppy.be](mailto:mypop@poppy.be), may be contacted, it being understood that any urgent questions must be communicated by telephone (the “**MyPop Customer Service**”).

### 1. How can I subscribe to MyPop?

- a. If you wish to become a User, you must at least provide the following information:
  - name and surname;
  - date of birth;
  - connection data (e-mail address and password) to the Internet platform managed by MyPop, enabling registration and monitoring of use of the Services (the “**Platform**”);
  - domicile address;
  - phone number;
  - credit card details or any other information as might be requested by MyPop and/or the third party payment provider, as applicable, to enable (i) User to pay and (ii) MyPop and/or the third party payment provider to receive any amount due in application of the present Agreement;

- all documents as requested by MyPop for identification and insurance or credit check purposes such as a copy of the driver's license and/or the ID card, proof of address and/or copies of pay slips or equivalent;
- any other information as requested at any time by MyPop, electronically or physically, to enable MyPop to make the Platform and Services available to the User and to verify the User's compliance with the Agreement.

Certain information may also be collected by third-party service providers (e.g. itsme) in compliance with applicable legislation. The processing of personal data is subject to MyPop privacy policy, available on the website of MyPop (<https://www.my-pop.be/> - the "Website") and on the Platform.

- b. Every User must also provide a declaration on oath ("*verklaring op erewoord*" / "*déclaration sur l'honneur*") by checking all the boxes confirming they agree on an ongoing basis at all times during their use of the Services with the following statements:
- *"I have my driving license B for at least 24 months and I had no license withdrawal over the last 5 years."*
  - *"I had not more than one damage claim in fault in the last 5 years."*
  - *"I will not drive under the influence of alcohol, drugs, medicines or other substances that might reduce my ability to drive."*
  - *"I have not been refused by a motor liability insurer the last 5 years; my motor liability insurance has not been terminated in any way by the insurer over the last 5 years."*
  - *"I have no disabilities or illnesses that might reduce my ability to drive."*
  - *"I agree that in case of non-compliance with the MyPop general terms and conditions, I am personally liable for all damage to the Vehicle and to third parties."*
  - *"I understand that the insurer has a right of recourse against me or may refuse the coverage in the events foreseen in the terms and conditions of the insurer."*
- c. The User acknowledges and agrees that MyPop may, in order to verify the User's identity and the provided information, contact any insurance companies, credit reference agencies, and any authority or any other intermediaries offering identity-verification services, as well as provide those entities with information in case of request from such entities.
- d. MyPop will determine, upon its sole discretion, whether a person is accepted as User and shall so notify the User via the Platform or by email, and unlock the features only available to Users. MyPop may, at any given time, decide to withdraw its acceptance of a User.
- e. The User acknowledges that their account is strictly personal and may not be used by any third-party (the "Account"). The User acknowledges and expressly agrees that it is strictly forbidden for Users to give, lend, sell or otherwise transfer their Account to third parties. If a User has reason to believe that a third party is using their Account (e.g., in case of loss or damage of the Platform/mobile phone), they shall immediately notify MyPop's Customer Support.

## 2. How can I use the Services and Vehicles?

Only Users may use the Services, subject to payment of a monthly fee (hereinafter the 'Monthly Fee') and, where applicable, additional fees (together with the Monthly Fee, the 'Fees'), in accordance with the present Agreement, it being understood that the rights granted to any User shall at all times be limited rights of use and shall under no circumstances be considered as a transfer of ownership of the Vehicles.

### a. How can I book a Vehicle?

- i. In order to rent a Vehicle, the User shall select an available Vehicle through the Platform and choose a rental period (the period during which a User may use a specific Vehicle, beginning upon delivery of the Vehicle and ending when the User or MyPop terminates the rental of the Vehicle in accordance with these Terms and Conditions, hereinafter referred to as the 'Rental Period'). All bookings are subject to availability and MyPop cannot guarantee that a booking made through the Platform will be accepted by MyPop or executed.
- ii. After MyPop has processed a User booking and confirmed that MyPop is able to fulfill it, the User will receive a written confirmation of their order and will be requested to deposit an amount of money as deposit for the ordered Vehicle (the "Deposit"). Once the Deposit is received by MyPop, the User shall be provided with the confirmation of the concluded Agreement, by email, at the latest before the performance of the Services begins. If a Contract covers several Vehicles, the User will be required to pay one Guarantee per Vehicle.
- iii. Pursuant to Article VI.53, 12°, of the Belgian Code of Economic Law, the User has no right of withdrawal for the Services. A User may however cancel their order at any time as long as they have not yet taken possession of the ordered Vehicle, subject to payment of a cancellation fee of fifty (50) euros to cover the handling of the file. In this case MyPop will refund the Deposit and the first Monthly Fee (if already paid) as soon as reasonably possible and in any case within fourteen (14) Days after receipt of the cancellation, with a deduction of the cancellation fee. The cancellation fee shall also be due in case of a cancellation by MyPop in the event of (attempted) fraud on the part of the User (for example in the event of presentation of a false licence).

### b. How will I receive the Vehicle?

- i. Once MyPop has received a User's Deposit, MyPop will reach out to said User to plan the delivery of the Vehicle to the address chosen by said User in Belgium or to organize a pick-up of the Vehicle at a delivery point specified by MyPop.
- ii. The User must recuperate the Vehicle within five (5) days after being contacted.
- iii. The Vehicle may be delivered anywhere in Belgium (against additional fees that will be detailed when booking this service) or picked-up at the delivery point specified by MyPop.
- iv. Upon delivery or pick-up, the User will be requested to show their identity card, driving licence and credit card (the one that will be used for payments,

which must be in their name or in the name of a person accompanying them when they receive the Vehicle), to inspect the Vehicle and to sign a delivery receipt.

- v. If for any reason, a User does not take delivery of their Vehicle in accordance with the chosen delivery location and date, MyPop will charge the User for the cost of returning the Vehicle. This can happen when the User is not at the agreed location at the time of delivery or if the person present cannot prove they are the User who registered for said Vehicle.
- vi. Prior to accepting the Vehicle, the User must perform a Vehicle inspection together with the person who delivers the Vehicle, by conducting an exterior walk-around and visual inspection of Vehicle exterior for damage and documenting this with the appropriate pictures. An internal inspection must also be performed and reported in the same manner. In case of any damage to the Vehicle, the User shall clearly indicate this to the person in charge of the Vehicle delivery. The risk of loss or damage of the Vehicle passes to the User at the moment they take physical possession of the Vehicle by receiving its key or signing the delivery receipt. If the User fails to report any damage or defect which could easily be noticed by the aforementioned external and internal inspections or immediately after starting the engine and which was not reported at the time of the aforementioned inspections or at the latest immediately after starting the engine, the User shall be held responsible for the damage or defect.

*c. How many kilometers are included in the Monthly Fee?*

- i. The Monthly Fee includes a monthly mileage credit (“**Kilometers Credit**”). You can travel this distance with the Vehicle without additional costs over the Monthly Fee.
- ii. If the Kilometers Credit has not been used up in a given month, it can be accumulated and will therefore remain available for the duration of the Rental Period.
- iii. In the event that a User drives more kilometers than its Kilometers Credit, each extra kilometer will be charged at the rate of EUR 0,18 per kilometer (including VAT).
- iv. The User will receive a regular invoice for any additional kilometres driven (if this is not the case, the User is invited to actively inform MyPop's Customer Service of any excess of more than one thousand (1.000) kilometres in order to avoid high invoicing at the end of the Agreement).
- v. The User agrees not to drive more than 5,000 kilometers per month with the vehicle provided under this contract.

*d. What about recharging and/or refueling?*

- i. The User is responsible for the cost of fuel and electric charge. MyPop shall in no event be responsible and shall not be held liable to reimburse the User if a Vehicle is inoperable due to a lack of fuel or electric charge. The User is responsible for any cost (including any cost of repair) relating the relocation and the refueling or recharging of the Vehicle due to such failure and any other costs resulting from improper recharging and refueling of a Vehicle.

- ii. At the end of the Rental Period, when the Vehicle is picked up by MyPop or delivered to MyPop, the fuel tank / battery should be full, identical as to when the Vehicle was delivered to the User (full fuel tank for petrol, diesel, CNG and hybrid cars and/or a full battery for EV and hybrid cars). If this is not the case, a fueling/charging Fee will be charged.

e. *Can I use the Vehicle outside of Belgium?*

The User is allowed to take a Vehicle and travel out of the country within the Schengen area. If a Rental Period ends while a Vehicle is outside Belgium, the User shall be liable for any cost of repatriating the Vehicle (including the cost of sending a person to the location) if the User does not return the Vehicle to MyPop within three days of the end of the Rental Period for the Vehicle.

f. *Who can drive the Vehicle?*

- i. Each Account and each Vehicle are strictly personal: a Vehicle may only be used and operated by the User through whose Account the Vehicle is booked. The User expressly acknowledges that it shall in no event allow any third party to use and operate a Vehicle with the User's Account. Notwithstanding the foregoing, a third party shall be entitled to use the Vehicle as a passenger when the User themselves is using and operating the Vehicle. Exceptionally, MyPop may authorize in writing another person also registered as a User to use the Vehicle upon specific request of a User.
- ii. The User expressly acknowledges that only the User to whom the concerned Account belongs is covered by the insurance provided for in these Terms and Conditions and is authorized to use MyPop's Services and Vehicles. Any third party (other than the User) who uses MyPop's Services or Vehicles without being authorized to do so by MyPop shall not be covered by the insurance provided for in these Terms and Conditions.
- iii. Any damage, accident or other events caused by an unauthorized third party using MyPop's Services and Vehicles, leading to damage to MyPop's Services and Vehicles, shall be the sole liability of the User who allowed the third party to use such Services and Vehicles, without prejudice to any other penalties or costs that MyPop may impose on such User.

g. *Are there any other rules on the use of the Vehicle?*

- i. Without prejudice to any prohibition, obligation or guidelines with respect to the use of a Vehicle as set out in this Agreement or by law, the User undertakes:
  - to use and operate the Vehicle with reasonable care and skill;
  - to use and operate the Vehicle in accordance with the operating manual, the driver's handbook, the Vehicle documentation and the manufacturer's specification;
  - to comply at all times with Road Traffic Act of 16 March 1968 and any other applicable statutory rules and regulations relating to the use of the Vehicles on public roads, including any (temporary) changed traffic situation;
  - to drive the Vehicle in a safe and fuel-efficient manner; and

- to safely and legally park the Vehicle.
- ii. It is strictly forbidden to open the hood of a Vehicle without first consulting MyPop and receiving explicit permission to do so.
- iii. The User is liable for all parking charges, penalties, fines or other costs (including cost of re-parking or towing) due to improper use or parking of the Vehicle during their Rental Period.
- iv. At the end of each use of the Vehicle, the User must lock the Vehicle and leave it in a proper state, which requires, among others, closing of all the windows (and the roof if applicable), switching all the lights off, and leaving all the documentation provided in the Vehicle.
- v. In case the User notices any damage, whether minor or significant, to the Vehicle during its Rental Period, the User shall promptly notify and report any such damage to MyPop's Customer Support (+32 2 586 20 44) (preferred) or by email (mypop@poppy.be). Any such damage will be attributed to the User, who may however submit proof that they are not involved.
- vi. The User shall have no other rights than the limited user rights granted pursuant to these Terms and Conditions. The User expressly acknowledges and agrees not to claim any ownership rights to the Vehicle.
- vii. The User expressly acknowledges and agrees to be prohibited to (try to) or allow passengers to:
  - use the Vehicle for commercial purposes such as providing courier, transport and delivery services;
  - rent the Vehicle out, or allow a third party to use it;
  - carry dangerous, flammable, toxic or other hazardous substances;
  - carry objects that could cause injury or damage, adversely affect safe operations or that are prohibited by law (notably due to their form, size or weight);
  - drive in cargo loading areas of ports, stations and airports;
  - carry more passengers than there are seatbelts in the Vehicle;
  - allow infants and small children to be carried without complying to the law;
  - transport animals (except in an enclosed cage in the trunk);
  - soil or damage the Vehicle;
  - eat or drink such food or beverage that may spill in the Vehicle;
  - smoke or use electric cigarettes within the Vehicle;
  - remove any items or equipment attached to the Vehicle;
  - carry out any repairs or modifications or allow a third party to carry out such repairs or modifications;
  - tow trailers, vehicles or other objects;
  - overload the Vehicle;
  - dismantle or tamper with the Vehicle (or attempt to do so);
  - commit criminal or immoral acts through the use of the Services or the Vehicle;
  - drive while using a mobile communication device that may distract the User while driving;
  - drive under influence of any alcohol, drugs or medications;
  - use the Vehicle for motor sports, speed trials, speeding contests, driving of racing circuits or racing;

- use the Vehicle to participate in a bet or challenge;
- use the Vehicle for tests, driver training or off-road driving;
- jump-start other vehicles; and
- in general, violate any applicable law when using the Services or the Vehicle.

### 3. How long is the Rental Period of a Vehicle?

- a. The Rental Period starts on the Day a User receives a Vehicle and will initially last for one (1) month. It will then be automatically renewed every month. Other duration systems may be offered, in which case point d of this article shall prevail over the points a, b and c of this article (e.g., fixed Rental Period over six (6) or twelve (12) months).
- b. The User may terminate their Rental Period at any time by giving written notice via the Platform at least fourteen (14) Days prior to the automatic renewal of the Rental Period.
- c. Any termination notice issued later than fourteen (14) Days prior to the automatic renewal of the Rental Period will not take effect at that moment but only at the end of the following Rental Period.
- d. In case of a fixed Rental Period superior to one month, MyPop or the User may terminate their agreement at the end of said fixed Rental Period by giving a written notice to the other party at least one (1) month prior to the end of the relevant Rental Period. If the Rental Period is not terminated, points a, b and c of this article shall apply as from the end of the initial fixed Rental Period. Any termination of a fixed Rental Period prior to the end of said fixed Rental Period is subject to the payment of a termination indemnity equal to a penalty of fifty euros (50 EUR) per month not executed and the correction of the applied rental price for the executed months to match the price initially announced for the effectively executed rental duration (e.g., if only ten (10) months were performed instead of 12 months, the price of 700 EUR/month shall be applied, instead of 600 EUR/month, for the ten (10) executed months, being an addition of ten (10) times one hundred euros (100 EUR)).
- e. After the issuance of the termination notice, the Rental Period will continue until the applicable termination date and the User will be able to use the Vehicle until it is returned to MyPop on the basis of the received instructions.
- f. MyPop will contact the concerned User with instructions for the picking up of the Vehicle. If the Vehicle is not returned to MyPop within the stipulated date and time (only on Business Days during office hours) or could not be picked up by MyPop at the stipulated date, time and location, MyPop may reclaim the Vehicle unilaterally. The User will then also be liable to a compensation of 50 EUR per day that the Vehicle was not returned, without prejudice to all costs borne by MyPop for the picking up the Vehicle that must be reimbursed fully by the User. If the Vehicle keys and/or documents are not returned at the end of the Rental Period, the User will be charged in full for the replacement of the Vehicle documents, locks and keys.

- g. The condition of the Vehicle at the date of termination of the Agreement must be identical to the state of the Vehicle at its delivery. The User is liable for all costs arising from the fact that the Vehicle does not meet this requirement. Any loss, dirt or damage will be attributed to the User, who may however submit proof that they are not involved.
- h. After the Vehicle is returned to MyPop and that the perfect condition of the Vehicle is verified, MyPop will reimburse the Deposit at the latest one month after the Vehicle has been returned, except in the case of unpaid Fees by the User.
- i. MyPop shall at all times be entitled, at its discretion, immediately or temporarily, to deactivate or suspend an Account or to terminate the Agreement immediately upon notice via MyPop's Customer Support or via mypop@poppy.be if one of the following events occur, or if MyPop has reasonable reasons to believe such event occurred:
- the User's driver's license is revoked, withdrawn, suspended or restricted, or the User is disqualified from holding or obtaining a driver's license;
  - the User fails to pay the Fees or any other amounts due under this Agreement;
  - a third party uses and operates the Vehicle;
  - the User commits a criminal or immoral act or any violation of the applicable traffic laws; or
  - in general, the User does not comply with the applicable legal framework or with this Agreement, irrespective whether by negligence, gross negligence, willful misconduct or otherwise.
- j. In case of deactivation or suspension of the Account or termination of the Agreement, the User shall no longer be entitled to use the Platform, the Services and the Vehicle for the duration of such deactivation or suspension, as the case may be and the relevant paragraphs of this Article shall apply.

#### **4. In which cases do I have to contact MyPop's Customer Support?**

Without prejudice and in addition to any other notification obligations as set out in this Agreement, the User must immediately notify MyPop's Customer Support and cease its use of the Services and the Vehicles, if any of the following occurs:

- if any of the User's information provided to MyPop changes;
- if the User no longer complies with the declarations on oath as set out in this Agreement;
- any case of loss of user ID and/or password;
- any loss, revocation, withdrawal, restriction or suspension of the User driver's license;
- any circumstances which prevent or restrict the lawful use of a Vehicle (e.g. for medical reasons, as a result of offenses, or in the event of restrictions imposed by an authority or police force); and
- in the event of an accident with the Vehicle.

#### **5. Financially, how does it work?**

- a. *What about the Monthly Fee?*

- i. The Monthly Fee (i) covers the use of the Services and of the Vehicle for one month and (ii) includes all costs relating to Vehicle rental, the Vehicle compulsory insurance, an omnium insurance with a franchise of 1.500 EUR (or 2.000 EUR if the driver is aged 26 or under) per damage (subject to the respect of these Terms and Conditions and only as provided by the insurance general terms and conditions), tires replacement (only in case of normal wear and tear), oil changes and regular maintenance of the Vehicle (only in case of normal use), registration tax and road tax, as well as the provision of a replacement Vehicle for the User (within 2 working days) if the Vehicle is immobilized for more than 24 hours due to a problem attributable to MyPop. The amount of the Monthly Fee depends on the type and model of Vehicle chosen and will be shown on the booking screen on the Website. The first Monthly Fee will be debited from the User's means of payment on the date of delivery of the Vehicle and then monthly for each following month.
- ii. MyPop might update the Monthly Fee from time to time. In such a case, the User will be notified in advance by email, it being understood that should the User disagree with the Monthly Fee modification, they can terminate the Agreement in accordance with these Terms and Conditions.

*b. What about additional Fees?*

- i. The following costs and fees are not included in the Monthly Fees and the User expressly agrees to pay them accordingly:
  - any fines due as a result of the User's behaviour or actions, such as, but not limited to, fines resulting from traffic, criminal and crash-related offences;
  - any costs and fees related to any damage to the Vehicle, including damage resulting from a case of force majeure, while the User is using the Vehicle (such as, but not limited to, storms, thunderstorms and other meteorological events, theft, vandalism, explosion, fire, etc.);
  - any costs related to the general use of the Vehicle (e.g., fuel, electricity, parking).

The above list is not exhaustive and simply includes the most common costs and fees that may be charged to the User.
- ii. MyPop shall also invoice the User for their use of the Vehicle in some specific cases in accordance with the following price list (prices including VAT), without prejudice to MyPop right to claim for additional costs or damages:
  - additional Fees in the event the User exceeds the Kilometers Credit: 0,18 EUR per additional kilometer
  - processing of traffic/parking offences (on top of the amount of the fine, due by the User): 20 EUR/fine and 35 EUR/fine reminder
  - processing of criminal (traffic) offences: 150 EUR
  - processing of damages and accidents: from 50 EUR to 500 EUR (in case of total loss) (on top of the amount to repair any damages)
  - special cleaning fee (e.g., due to heavy soiling or smoking in the Vehicle): from 50 EUR (normal carwash) to 500 EUR (for smoking smell)
  - loss or theft of key: price of the new key (incl linking the key to the car at the garage) + 100 EUR of administrative follow up
  - delivery Fee: 139 EUR
  - cancellation Fee: 50 EUR

- use of the Vehicle in an unauthorised country: 200 EUR
- delivery failure Fee: 200 EUR
- fuel tank / battery Fee (at end of the Rental Period): between 50 EUR and 150 EUR depending on the fuel tank/battery
- lending out your Vehicle/Account to a third party without the prior written consent of MyPop: 500 EUR
- Vehicle pick-up because of violation of these Terms and Conditions (including for unpaid invoices): 250 EUR (on top of the real costs of said pick-up)

*c. What happens if I do not pay on time?*

- i. If any Fees are not paid on their due date, MyPop will send the concerned User one (1) reminder asking them to check their payment method details and make sure the payment succeeds immediately. At the same time, MyPop reserves the right to temporarily block the use of the Vehicle (principle of non-performance), until payment of the amounts due.  
If the payment of the Fees has not been received within fifteen (15) days following their due date, MyPop also has the right to immediately terminate the Agreement, in which case the User will be informed by email.
- ii. In any case, in the event of late payment, the User shall owe MyPop interest at the rate provided for by the law of 2 August 2002 applicable between companies or, where applicable, at the legal interest rate applicable to a consumer. In addition, for each unpaid invoice, the User will be liable to pay a flat-rate penalty equal, for businesses, to 10% of the amount of the outstanding invoice, with a minimum of 40 euros, and, for consumers, to (i) 20 euros if the outstanding amount is less than or equal to 150 euros, (ii) 30 euros increased by 10% of the outstanding amount on the tranche between 150.01 and 500 euros if the outstanding amount is between 150.01 and 500 euros, (iii) 65 euros increased by 5% of the outstanding amount on the tranche greater than 500 euros with a maximum of 2.000 euros if the outstanding amount is more than 500 euros. No prior notification is required, except where the User is a consumer, in which case an initial reminder will be sent to the User giving them a final period of fourteen (14) calendar days to make the outstanding payment.

*d. Other details on payment?*

- i. All Fees of any kind shall be automatically charged by the applicable third-party payment provider to the User's payment method as designated by the User. Payments may be subject to the terms and conditions of the applicable third-party payment provider. MyPop shall in no event be liable for any damages arising out or in connection to the payment solution or services provided by the third-party payment provider.
- ii. The User will be notified by email of any invoice or payment attempt for any Fee. If the User does not agree with the communicated information, they must inform MyPop within five (5) days following the payment or the date of receipt of the email. In the absence of notification of a dispute, there is an irrefutable presumption that the User has agreed to the payment. In case of timely dispute, MyPop will contact the User to ask them to provide the

necessary details (if they fail to do so, their complaint will not be taken into account).

- iii. The Deposit paid by the User may be used to cover any due payment that is not paid by the User, without the need of any prior notice and MyPop shall then have the right to terminate the Agreement or suspend its execution until it receives a full Deposit from the User again.
- iv. This Article will survive termination of this Agreement.

## **6. What happens in case of an accident?**

In the event of an accident involving the Vehicle, or if any damage or injury is caused to any person or property arising from the use of the Vehicle, the User must:

- immediately contact MyPop's Customer Support by phone at +32 2 586 20 44 and follow the instructions on how to handle the situation and co-operate;
- promptly notify or report to the police, if needed, but in any event if a third party or third party property is injured or damaged;
- stay at the scene of the incident until advised otherwise by MyPop and or by the police;
- abstain from any admissions of liability or of fault to other parties;
- obtain contact information of other parties (including witnesses); and
- complete and return an accident damage report within 48 hours by e-mail to MyPop at mypop@poppy.be.

In the event an accident occurs with an electrical Vehicle, the User must inform the emergency services that the Vehicle involved is an electrical Vehicle.

## **7. In which cases is MyPop or the User responsible?**

### *a. Rules on MyPop liability*

- i. MyPop shall only be liable (i) for fines imposed as a result of a defect in the Vehicle, which was not easily noticeable immediately after starting the engine and (ii) for damage or loss as a direct result of MyPop's violation of the terms of this Agreement.
- ii. MyPop shall in no event be liable (i) for any delay or failure to perform any of its obligations under this Agreement due to force majeure or any other cause beyond its reasonable control, including but not limited to internet failure, power outage, explosion, fire, war and terrorism, (ii) in case of lost, stolen or damaged property of the User in or from the Vehicle, or (iii) in case of damage or loss incurred by or imposed on MyPop on the basis of, arising from, or in relation with the criminal, deliberate or negligent act or omission of the User in the use or driving of a Vehicle or in connection with this Agreement.
- iii. MyPop shall in no event be liable to the User for indirect damage, including, without limitation, loss of data, loss of profit or loss of business, for any matter related to this Agreement, the Platform or any Service or Vehicle provided by MyPop, even if MyPop was advised about the possibility of such damage or if this possibility could reasonably be foreseen.

### *b. Rules on the User's liability*

- i. The User acknowledges to be liable for any damages, losses and costs arising out its non-compliance with the Agreement, including but not limited to:
  - any loss of or damage caused to the Vehicle;
  - any loss or damage caused to the accessories or individual Vehicle parts;
  - any related ancillary expense (like, for example, towing costs);
  - any penalties imposed in respect of parking or driving offences; and
  - any third-party claims.
- ii. The User undertakes to cooperate with any investigation or assessment regarding damages, losses or costs and any incident relating to its execution of the Agreement.
- iii. As soon as any damage to the Vehicle have been reported or established, MyPop will have a report prepared on the condition of the Vehicle and a cost estimate of its cleaning and/or repair, and will send this report and estimate to the User by e-mail (mypop@poppy.be). If the User does not agree with this report and the estimate, they must inform MyPop in the same way within t72 hours after receipt of the email. In the absence of timely dispute, there exists an irrefutable presumption that the User has agreed with the report and cost estimate. In case of a timely dispute, the User will have to prove that the expertise of the condition of the Vehicle and the estimate for the cost of cleaning and/or repair are incorrect.
- iv. Insurance
  - MyPop undertakes to subscribe at all times the legally compulsory general and third-party liability insurance in respect of the use of a Vehicle.
  - Notwithstanding such insurance coverage, MyPop shall at all times be entitled to recover from the User any suffered damages or costs, and the User must indemnify and hold harmless MyPop, or its insurer as the case may be, in accordance with and subject to the Agreement.
  - In the event that MyPop calls upon the automobile liability insurance for any particular damage, loss or cost, the franchise price shall be due by the concerned User (i.e., in principle 1.500 EUR) and an additional excess of 500 EUR may be due by the User if they are 26 years of age of under.

### *c. Common liability rules*

- i. Nothing in this Agreement shall exclude or restrict the liability of a party for death or bodily injury caused by its negligence or its willful misconduct or for fraud.
- ii. The parties exclude the application of the rules relating to extra-contractual liability to their relationship as follows: any fault or circumstance which could give rise to a party's contractual liability shall at most give rise only to that form of liability, to the exclusion, to the maximum extent permitted by law, of any extra-contractual liability or liability of any other nature. Similarly, any fault or circumstance relating to an auxiliary or sub-auxiliary of a party (for example, an employee, sub-contractor, agent or director) which could give rise to contractual liability on the part of that party is at most likely to give rise only to contractual liability on the part of that party, to the exclusion, to the maximum extent permitted by law, of any extra-contractual liability or liability of any kind on the part of the auxiliary concerned. The parties accept the application of the rules

relating to extra-contractual liability for the remainder, in the event of a fault or circumstance likely to give rise solely to this form of liability between them. As an exception to the foregoing, MyPop reserves the right to engage the liability of the shareholders and/or directors, on any basis whatsoever, of business customers who fail to comply with the Agreement (e.g. in the event of non-payment).

iii. Any exclusion or limitation set forth herein shall apply to the maximum extent permitted by applicable law.

iv. The present Article will survive termination of this Agreement.

## **8. Disclaimer of warranties**

THE USER TAKES POSSESSION OF THE VEHICLE AND OF ANY OPTIONAL ACCESSORIES "AS IS" AND MYPOP EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO ANY VEHICLE AND ANY OPTIONAL ACCESSORIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN TRANSPORT OF PASSENGERS. MYPOP DOES NOT GUARANTEE THE USE OF A PARTICULAR VEHICLE (EXCEPT IF OTHERWISE CONFIRMED) OR THAT A PARTICULAR VEHICLE WILL BE AVAILABLE FOR THE USE OF A USER AT A GIVEN TIME AND MAY REMOVE A VEHICLE FROM THE SERVICES AT ANY TIME IN ITS SOLE DISCRETION (A SIMILAR REPLACEMENT VEHICLE THEN BEING PROVIDED TO THE USER). THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. THIS ARTICLE WILL SURVIVE TERMINATION OF THIS AGREEMENT.

## **9. Intellectual Property Rights**

The Platform (in object code and source code form), underlying models and algorithms of the Platform, the MyPop brand and logo, including any rights, title and interest (including intellectual property rights) therein, shall at all times remain the sole and exclusive property of MyPop and if applicable, its licensors, and the User shall obtain no rights, title or interest (including without limitation intellectual property rights) therein pursuant to this Agreement, except for the limited user rights that would expressly be granted hereunder. In the event that, notwithstanding any prohibition thereto, the User modifies or creates derivative works of the Platform, MyPop shall own all rights, title and interest, including any intellectual property rights, in and to such modifications and derivatives and the User hereby assigns any such rights, title and interest in such modifications and derivatives to MyPop at no cost to the latter.

The User agrees: (1) not to remove any intellectual property notices in the Platform; (2) not to sell, transfer, rent, lease, grant access or sub-license the Platform to any third party; (3) not to alter or modify the Platform; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Platform; (5) not to prepare derivative works from the Platform and (6) not to use or register the logo, commercial name or brand "MyPop" or "Poppy" or any similar logo commercial name or brand.

## **10. Personal Data, privacy and use of geolocation data**

MyPop considers the protection of the User's personal data and privacy to be extremely important. MyPop wishes to give you as much information and control as possible over the use of your personal information, the confidentiality of your information and the cookies used. In this regard, MyPop's privacy policy describes how MyPop handles Users' personal data and

MyPop's cookies policy describes the cookies used by MyPop and the information collected. These documents are readily available on the Website and on the Platform.

## **11. Platform**

- a. The Platform shall be considered as a digital content or as digital services and, for the time during which it is to be supplied to a User under the Agreement, MyPop warrants that it is in conformity with the requirements set forth in the Agreement. In the case of any lack of conformity, the User is entitled to benefit from legal guarantee and the remedies available under the applicable legal framework, in particular Articles 1701/1 et seq. of the Old Civil Code. This legal guarantee is only valid in case of lack of conformity of the Platform. It is not applicable to any lack of conformity of the other Services, especially the rental of the Vehicle.
- b. The functionalities of the Platform, including applicable technical protection measures, as well as any relevant compatibility and interoperability, are described in the Platform and on the Website. Technical means for identifying and correcting input errors prior to the placing of an order are implemented in the Platform.
- c. The Platform shall be regularly updated, especially with updates, including security updates, that are necessary to keep it in conformity for the period of time during which it is to be supplied under the Agreement. The User shall be informed about the availability of any update and the consequences of the failure to install it. The User shall install any update in due time. Where the User fails to install it, within a reasonable time, MyPop shall not be liable for any damage incurred by the User or any lack of conformity resulting from the lack of the relevant update.

## **12. General provisions and jurisdiction**

- a. This Agreement constitutes the entire agreement and understanding between the User and MyPop and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter still in force between the User and MyPop. The concluded Agreement with a specific User shall be accessible upon request to MyPop's Customer Support.
- b. The User accepts that MyPop shall have the right to notify User, reasonably in advance, per pop-up or other communication means, of any changes to the present Agreement (including the Platform, the Website and the Services). The User's continued use of the Platform, Services and the Vehicle following the effective date of a change shall constitute the User's acceptance of such change. The User shall at all times (in case of non-agreement) be entitled to terminate the Agreement, free of charge, in case they do not agree with said change. Said termination shall apply as per the principles mentioned in this Agreement and the change shall not be applicable.
- c. The use of any automated system or software to extract data from the Platform or the Website, including scraper bots, is strictly prohibited. MyPop reserves the

right to take such action as it deems necessary to enforce this prohibition, including legal action, without prior formal notice

- d. If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be automatically limited or altered in order to render it valid or enforceable to the maximum extent permitted under applicable law, and all other provisions of this Agreement shall remain in effect.
- e. The languages offered for the conclusion of the Agreement are English, French and Dutch.
- f. This Agreement is governed by and construed in accordance with Belgian law and any dispute in relation thereto shall be submitted to the exclusive jurisdiction of the courts of Brussels. If, however, the User is a consumer and defendant, only the court of their domicile is competent.

### **13. Questions**

If you have any further questions about these Terms and Conditions or their implementation, please contact MyPop's Customer Support.