



Promo Conditions

Power Offer

1. Definitions

In the below Terms and Conditions, the stated terms will have the following meaning:

Flexible Membership:	monthly Subscription, as referred to in clause 9.1 of the General Terms and Conditions, of which the Subscription Period is one (1) month commencing from delivery of the Micro-Mobility Product and which is automatically renewed on a monthly basis;
General Terms and Conditions:	the general terms and conditions of Swapfiets as made available on the Website and as agreed to during the Order Process;
Heavy Use Subscription:	Subscription for a Micro-Mobility Product under which the Member may ride an unlimited number of kilometres and may use the Micro-Mobility Product for commercial purposes;
Loyal Membership:	Subscription with a minimum term, the Subscription Period begins on the date on which the Micro-Mobility Product gets delivered and remains in effect for the minimum term agreed in the Order Process. Subject to the provisions of article 17 of the General Terms and Conditions. Upon expiry of the minimum Subscription Period and provided that the Subscription is not terminated by either party, the Subscription turns into a Flexible Subscription;
Member:	any natural person or legal entity who takes out a Subscription with Swapfiets;
Micro-Mobility Product:	the bicycle, e-bike, e-scoot, e-kick or any other type of (electrically driven) micro-mobility product made available by Swapfiets to the Member under a Subscription for use by the Member in accordance with the General Terms and Conditions;
Order Process:	the order process is the process in which a natural person or legal entity signs up for a Micro-Mobility product of Swapfiets. This process can be initiated via the website, or any other platform made available by Swapfiets.
Power 7:	Micro-Mobility Product offered by Swapfiets, being an



	e-bike with seven (7) gears; a removable battery; a range of up to one hundred (100) kilometres; and a maximum speed of twenty-five (25) kilometres per hour, as found on the Website;
Promo:	this promo that entails the discount to the Rent of ten euros (€10,00) a month during the first six (6) months of the Promo Subscription, effective from the delivery of the Power 7;
Promo Subscription:	Loyal Membership which extends to the use of a Power 7 and to which Promo applies under these Promo Conditions;
Promo Conditions:	these Promo Conditions as set out by Swapfiets and that are applicable to the Promo Subscriptions;
Regular Use Subscription:	Subscription for a Micro-Mobility Product, under which the Member may ride up to the maximum of one thousand (1.000) kilometres per month, and under which the Member may not use the Micro-Mobility Product for commercial purposes;
Rent:	the amount owed by the Member to Swapfiets for the use of Swapfiets services provided pursuant to a Subscription;
Swapfiets:	Swapfiets B.V., having its registered office in Delft and its principal place of business at Molukkenstraat 200, 1098 TW Amsterdam, Chamber of Commerce number 65958713;
Subscription:	the agreement between Swapfiets and the Member for the use of the Micro-Mobility Product by the Member as well as any other agreement between Swapfiets and the Member;
Subscription Period:	the duration of a Subscription as agreed in the Order Process; and
Website:	the relevant Swapfiets website (swapfiets.nl) as referred to in the Subscription and these Promo Conditions.



2. Applicability

- 2.1. These Promo Conditions apply to any Promo Subscription between Swapfiets and the Member;
 - a. By participating in the Promo, the Member declares to be familiar with and to also agree with these Promo Conditions.
- 2.2. In extend to these Promo Conditions the General Terms and Conditions do also apply to the Promo Subscription. In general, both the Terms and Conditions and the General Terms and Conditions complement each other. However, in case the Promo Conditions and the General Terms and Conditions are not in agreement, the General Terms and Conditions prevail over the Promo Conditions, unless clearly stated otherwise;
- 2.3. The Promo Subscription is offered exclusively in the Dutch Service Areas of Swapfiets;
- 2.4. The Promo Subscription is offered from April 1, 2023 to May 31, 2023;
- 2.5. Swapfiets offers the Promo Subscription only for Loyal Memberships and in case that:
 - a. the Member is a new Members, thus has no existing Subscription with Swapfiets; or
 - b. the Member has one (1) or more existing Subscriptions with Swapfiets when entering into the Promo Subscription.
- 2.6. Swapfiets shall in any case not offer the Promo Subscription in case:
 - a. the Member as referred to in clause 2.5 is a legal person, which is not a natural person;
 - b. one (1) or more of the Subscriptions as referred to in clause 2.5 subsection b is for the use of a Power 7; and/or
 - c. the Member is taking another promo offered by Swapfiets already.
- 2.7. All amounts stated by Swapfiets in these Promo Conditions are inclusive of any applicable taxes.

3. Promo Subscription

- 3.1. Registration for the Promo Subscription for new Members, as referred to in clause 2.4 subsection a, takes place in the manner set out in article 3 of the General Terms and Conditions. In doing so, the Member must select the Promo during the Order Process;



3.2. Registration for the Promo Subscription for existing Members as referred to in article 2.4 subsection b can be done by contacting Swapfiets's customer service:

Tel: (+31) 88 99 11 600

WhatsApp:(+31) 88 99 11 600

E-mail: info@swapfiets.nl

The customer service will then schedule an appointment for delivery of the Power 7 and the return of the other Micro-Mobility Product in accordance with the regular Order Process. The Promo Subscription becomes effective on the delivery date of the Power 7;

3.3. During the Subscription Period of the Promo Subscription (the first six (6) months), the Member receives a discount in the amount of ten euros (€10.00) per month on the regular Power 7 Subscription. The Member will then pay:

- a. in case of a Regular Use Subscription, sixty-nine euros and ninety cents (€69.90) instead of seventy-nine euros and ninety cents (€79.90). That is a discount of twelve and a half percent (12.5%) when compared to the regular price; or
- b. in case of a Heavy Use Subscription, ninety-nine euros and ninety cents (€99.90) instead of one hundred and nine euros and ninety cents (€109.90). That is a discount of nine point one percent (9.1%) when compared to the regular price

3.4. Upon expiry of the Promo Subscription (after six (6) months) and provided that the Subscription is not terminated by either party, the Subscription turns into a Flexible Membership, for which the Member pays the regular price:

- a. amounting to seventy-nine euros and ninety cents (€79.90) in case of a Power 7 Regular Use Subscription; or
- b. amounting to one hundred and nine euros and ninety cents (€109.90) in case of a Power 7 Heavy Use Subscription.

The Subscription will from that point onwards also be renewed automatically on a monthly basis;

3.5. Subject to the provisions of Article 17, early termination will not be possible and a Member may terminate the Subscription with a notice period of one month prior to the end of the minimum term of six (6) months. In case the Promo Subscription has already been converted to a Flexible Membership, both Swapfiets and the Member may terminate a monthly Subscription at any time with a notice period of one month.



- 3.6. During the Subscription Period, the Member is entitled switch the use of its Power 7 to the use another type of Micro-Mobility Product. In such case, the Promo shall cease to apply and the regular price as stated on the Website for the respective Subscription will come into effect. The minimum term as agreed to during the Order process shall be maintained;
- 3.7. If the Subscription is concluded by completing the registration form on the Website of Swapfiets and the Member is a consumer, the Member has the right to withdraw with immediate effect from the Subscription without giving a reason within fourteen days of receipt of the Micro-Mobility Product by sending a written notice of withdrawal to Swapfiets. If the Member withdraws the Subscription within the fourteen-day (14) withdrawal period, the Subscription and registration fees will be charged to the Member on a pro-rata basis for the number of days during which the Micro-Mobility Product was at the Member's disposal.