



# Promo Conditions

## *Power Deal September 2023*

### 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;
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 Flexibel Subscription;
Promo:	the promo as described in these Promo Conditions;
Promo Subscription:	the Subscription to which the Promo applies in accordance with the 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;
Subscription Price:	the amount owed by the Member to Swapfiets for the use of the Swapfiets services provided under a Subscription; and
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.



## 2. Applicability

- 2.1. These Promo Conditions apply to any Promo Subscription between Swapfiets and the Member;
- 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 definitions given in article 1 of the General Terms and Conditions shall apply mutatis mutandis in these Promo Conditions, unless another definition is given for the same definition in article 1 of these Promo. In such cases, the definition of the Promo Conditions shall prevail over the definition of the General Terms and Conditions.
- 2.4. The Promo Subscription is offered exclusively in the Dutch Service Areas of Swapfiets;
- 2.5. This Promo is offered from the commencement date: 1 September 2023 until the end date: 31 January 2024.
- 2.6. Swapfiets offers the Promo Subscription only in case that the Member is a new Member, thus has no existing Subscription with Swapfiets.
- 2.7. Swapfiets shall in any case not offer the Promo Subscription in case:
  - a. the Member as referred to in clause 2.3 is a legal person, which is not a natural person;
  - b. the Member is taking another promo offered by Swapfiets already.
- 2.8. All amounts stated by Swapfiets in these Promo Conditions are inclusive of any applicable taxes.

## 3. Promo Subscription

- 3.1. The Promo is only made available to Members who select a Loyal Membership during the Order process.
- 3.2. Registration for the Promo Subscription for new Members, 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;
- 3.3. The Promo offered under the Promo Subscription entails a total discount equal to the relevant Subscription price for one (1) month. This discount is offered if the Member enters into a Subscription with Swapfiets, that is a Loyal Membership which is in accordance with these Promo Conditions and is only made available for Subscriptions and Micro-Mobility Products as offered on the Website during the Order Process.



3.4. The discount as is referred to in article 3.3 of these Promo Conditions is distributed pro rata over the first six (6) months of the Subscription. This means that during that period, the Member pays a "Reduced Subscription Price" instead of the "Regular Subscription Price". The Subscription Price paid by the Member for the relevant product is shown in "Table 1: Subscription Prices and Discounts".

Micro-Mobility Product	Normal price	Reduced price	Discount	Total discount
Power 1 Normal	€64.90	€54.08	€10.82	€64.92
Power 1 Heavy user	€139.90	€116.58	€23.32	€139.92
Power 7 Normal	€79.90	€66.58	€13.32	€79.92
Power 7 Heavy user	€139.90	€116.58	€23.32	€139.92

*Table 1: Subscription Prices and Discounts*

- 3.5. Upon expiry of the first six (6) months of the Subscription 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 Subscription Price.
- 3.6. 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.
- 3.7. During the Subscription Period, the Member is entitled to switch to 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 relevant Subscription will come into effect. The minimum term as agreed to during the Order process shall be maintained;
- 3.8. 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.