

# Dance Moped – Terms and Conditions

## 1. General information

1.1. Dance Mobility France SAS, 8 Rue Saint-Augustin, 75002 Paris (hereinafter referred to as "**Dance**") rents light electric vehicles, e.g. mopeds (hereinafter referred to as "**Vehicle**") to consumers in the sense of § 13 BGB (German Civil Code) (hereinafter referred to as "**Customer**"). The Customer also receives access to an application for internet-capable mobile phones (hereinafter referred to as "**Dance App**"). The Customer signs up for a subscription service that provides a Vehicle and accessories of their choice, paired with on-demand repair/maintenance services for the duration of the membership. Customers can leverage the Dance App for in-ride data while using the Vehicle, such as ride speed and distance. The Dance App also provides a way for Customers to communicate with Dance's customer team (hereinafter referred to as "**Concierge**") that can schedule support, maintenance, and replacement appointments. Members also receive merchandise and invitations to exclusive community events. The following terms and conditions apply to the contract concluded between Dance and the respective Customer.

1.2. Contractual partner of the Customer is:

Dance Mobility France SAS  
8 Rue Saint-Augustin  
75002 Paris

1.3. Dance reserves the right to make changes to these terms and conditions as necessary to adapt to changing legal or technical conditions. Changes will be announced to the Customer by notification via email and by publication on the Dance website and in the Dance App. The customer has a period of four weeks to accept the new general terms and conditions of use, otherwise his consent will be deemed not to have been obtained and the rental agreement will be terminated within four weeks after notice.

## 2. Conclusion of Contract / Rental Object

2.1. Upon successful completion of the online ordering process, the Customer submits a binding offer to conclude a subscription. Through the order confirmation sent by Dance via email, Dance accepts the Customer's offer to conclude a subscription and thus the conclusion of a rental contract. The

languages offered as an option for the conclusion of the contract are French, German and English.

- 2.2. Dance does not save the text of the contract after the conclusion of the subscription.
- 2.3. In the course of the online order process, the Customer selects the desired Vehicle and, if necessary, additional accessories.
- 2.4. The Customer has no claim to receive a Vehicle in a certain color or design.
- 2.5. Dance is obligated to leave the rental objects to the Customer in usable condition and to maintain the usability during the rental period.
- 2.6. In order to check the personal data of the Customer, Dance is entitled to compare them with a photo identification of the Customer (e.g. identity card and AM license or equivalent)
- 2.7. Should the Customer's personal data change during the contract period, the Customer is obliged to inform Dance about the changes within two weeks.
- 2.8. To conclude a contract with Dance, the Customer must be at least 18 years old and his/her main residence must be in France.
- 2.9. Dance remains at all times the owner of all rental objects (namely Vehicles and possible accessories).
- 2.10. The contract period of the subscription is agreed upon during the online ordering process.
- 2.11. Unless otherwise agreed in the online ordering process, the Vehicle rental contract is extended by the period of time originally agreed in accordance with section 2.10, but with a maximum extension of one year, if the contract is not terminated before the end of the respective term, in compliance with the termination provisions stated in section 8.

In accordance with Articles L. 215-1 et seq. of the French Consumer Code, Dance informs the customer by e-mail of the approaching end of the contract, within a period of between 3 and 1 month, and reminds him of the procedures for terminating the contract.

"Article L. 215-1 c. consom.: For contracts for the provision of services concluded for a fixed period with a tacit renewal clause, the professional service provider informs the consumer in writing, by letter or dedicated e-mail, at the earliest three months and at the latest one month before the end of the period authorizing the rejection of the renewal, of the possibility of not renewing the contract he has concluded with a tacit renewal clause. This information,

delivered in clear and understandable terms, mentions, in an apparent box, the deadline for non-renewal.

When this information has not been sent to him in accordance with the provisions of the first paragraph, the consumer may terminate the contract free of charge at any time after the renewal date.

Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial fixed-term contract, shall in this case be reimbursed within thirty days of the date of termination, after deduction of the sums corresponding, up to that date, to the performance of the contract.

The provisions of this article apply without prejudice to those which legally subject certain contracts to special rules concerning consumer information.

Article L. 215-2 of the Consumer Code: The provisions of this chapter do not apply to operators of drinking water and sanitation services.

Article L. 215-3 c. consom.: The provisions of this chapter are also applicable to contracts concluded between professionals and non-professionals.

Article L. 241-3 c. consom.: When the professional has not proceeded to reimbursement under the conditions provided for in article L. 215-1, the sums due shall bear interest at the legal rate."

### **3. Terms of payment**

- 3.1. For the rental of a Vehicle and, if applicable, its accessories or supplementary services, fees are due on the first day of the respective contract period.
- 3.2. The contract period begins on the day the Vehicle is handed over to the Customer. If a test period was agreed upon when booking online, the rental period with costs starts on the first day after the expired test period.
- 3.3. The respective possible payment methods are shown to the Customer in the product information and/or in the online order process.
- 3.4. The timeliness of payments depends on the receipt of the amount for unconditional disposal by Dance.
- 3.5. Dance processes all payments via external payment service providers. This includes, but is not limited to, Stripe. The Customer agrees that Dance only accepts payments through these service providers or that the service provider may debit the resulting amounts.
- 3.6. The Customer agrees to the automatic debiting of the owed invoice amount by selecting the payment method. In case of a possible contract extension or an

applicable fee, Dance will automatically debit (collect) the owed invoice amount from the deposited payment method on the first day of the new contract period.

3.7. All prices are inclusive of the statutory value-added tax.

## **4. Permitted drivers**

- 4.1. The Vehicle may be driven exclusively by the Customer, as well as persons that have been designated as authorized drivers by the Customer (hereinafter "Authorized Driver").
- 4.2. Authorized Drivers are not permitted to drive the Vehicle, before Dance has verified the validity of the Authorized Driver's official driver's license.
- 4.3. Dance reserves the right to request Customers and Authorized Drivers to verify the validity of the driver's license again.
- 4.4. Only persons who have reached the age of 18 and hold a valid driving license, that entitles them to drive the rental Vehicle in France, are authorized to drive the Vehicle.
- 4.5. The duties and prohibitions of use listed in these terms and conditions shall also apply accordingly to other Authorized Drivers of the Vehicle. The Customer is obliged to inform the Authorized Drivers about the obligations and prohibitions of use.

## **5. General obligations of the Customer / prohibitions**

- 5.1. The Customer is obliged to make himself familiar with the functioning of the Vehicle before using it and to observe the safety and usage instructions of the manual in the Dance App. The Customer is obliged to treat the Vehicle with care, to use it with caution.
- 5.2. The rented Vehicle and any accessories may not be used outside of France or exported from France.
- 5.3. With the booking of a repair or maintenance appointment, the Customer is obliged to make the Vehicle accessible to Dance at the booked time. If the Vehicle cannot be found (e.g. because it is on private ground) Dance may demand compensation for the incurred costs according to the [list of fees](#). The Customer may prove that no damage has occurred or that the damage is significantly lower than the lump sum.

- 5.4. Dance reserves the right to inspect and maintain the Vehicle 24 hours after prior notice, as well as to carry out repairs or exchange the Vehicle.
- 5.5. The Customer is obliged to lock the Vehicle with all available locks, including the steering bar lock, and furthermore is obligated to turn on an alarm system if available.
- 5.6. If it is not possible to lock the Vehicle properly due to a technical malfunction, the Vehicle must not be left behind without supervision and the Customer is obliged to immediately inform Dance about the malfunction.
- 5.7. It is prohibited to use the rented Vehicle for commercial purposes (e.g. delivery and courier services) without prior agreement with Dance. In case of a culpable violation, the Customer is obliged to pay a contractual penalty according to the [list of fees](#) and Dance has the right to terminate the rental contract without notice and to demand the immediate surrender of the Vehicle.
- 5.8. Driving the rented Vehicle is contractually prohibited in the presence of any of the following conditions:
  - The driver of the Vehicle is under the influence of alcohol, drugs or medication that could potentially impair the ability to drive. A strict alcohol prohibition of 0.0‰ applies.
  - The driver is not in full possession of his or her faculties.
  - The Vehicle is used for off-road driving, motor sport events, racing of any kind, vehicle testing, driver training or for the commercial transportation of persons or cargo.
  - The Vehicle is used to transport children, although they are neither tall enough to reach the footrests nor strong enough to hold on to the driver.
  - The Vehicle is sublet by the Customer.
- 5.9. The battery charger for charging the Vehicle battery will be handed over to the Customer at the handover of the Vehicle. The use of the battery charger is only allowed for the respective battery. At the end of the rental relationship the Customer is obliged to return the battery charger in proper and operational condition. The Customer is obliged to inform Dance about any technical malfunctions. In the case of a loss or theft of the battery charger, Dance may charge a fee according to this [list](#).
- 5.10. If it is a Vehicle with a removable battery, the Customer will be handed over a battery at the handover of the Vehicle. The use of the battery is only allowed for the respective Vehicle. In the case of a loss or theft of the battery, Dance may charge a fee according to this [list](#).
- 5.11. The Customer must handle the Vehicle with care. In particular, the Customer must ensure careful use of the battery by not storing the battery at temperatures

below 0 degrees Celsius and is obliged to charge the battery at least every four weeks.

- 5.12. The Customer is responsible for recharging the battery and bears the costs for the consumed electricity. Recharging may only be done with the supplied suitable charger.
- 5.13. Prior to the start of each use of the Vehicle, the Customer is obliged to check that the Vehicle is in good working order and roadworthy (in particular the brakes, tires and lights) and to refrain from using it if it is defective. In case of defects that occur during the ride or are noticed during the ride, the Customer is also obliged to immediately stop using the Vehicle, inform Dance about the defect and refrain from using the Vehicle until Dance repairs it.
- 5.14. It is not allowed to make changes like painting, alterations or similar to the Vehicle or any accessories. The same applies to changes to the software of the board computer.
- 5.15. It is allowed to attach additional accessories, which are usual for the specific kind of Vehicle, as long as they can be removed without leaving any traces.
- 5.16. The Vehicle may not be used in an unusual way, loaded or exposed to inappropriate conditions.
- 5.17. The Customer is obliged to adhere to the valid road traffic regulations and local regulations when using the Vehicle.
- 5.18. The Customer undertakes to carry his valid driver's license with him on every trip and to ensure safe driving. In case of culpable violation, the Customer shall bear any fines and towing costs.
- 5.19. The customer is obliged to check the correct functioning of the smartphone holder before using it. Any use of the device without prior verification is considered to be faulty.
- 5.20. Dance is entitled to suspend the customer's vehicle rental subscription if payments are not made, if there is suspicion of misuse (e.g. for commercial purposes), if the vehicle has a safety critical defect or if the customer otherwise violates the terms of this contract. In such a case, Dance is also entitled to locate and retrieve the vehicle, with the geolocation data being collected and stored in accordance with the data protection policy available [here](#).

## **6. Insurance**

- 6.1. Dance takes out third-party insurance for the vehicle, which covers the use of the vehicle by the client and authorized drivers. The general insurance conditions of the respective insurer apply and are available here.
- 6.2. The liability insurance covers damage to third-party vehicles or property caused by a traffic accident for which the insured driver was at fault with the Vehicle, limited by the respective coverage amounts.

## **7. Damage / repair / theft**

- 7.1. In case of functional impairment of the Vehicle due to damage, the Customer has to inform Dance within 24 hours after the damage has become known. The further use of the defective Vehicle is not allowed until the damage is repaired.
- 7.2. In case of damage to a Vehicle, Dance will carry out the repair at the Customer's location or in a workshop. If the damage cannot be repaired within a reasonable timeframe, the damaged Vehicle will be replaced by a comparable model.
- 7.3. In the event of a material accident, the customer is obliged to draw up a joint accident report and to inform Dance without delay. In the event of an accident involving personal injury, the customer is obliged to report the accident immediately to the police or gendarmerie and to actively participate in the preparation of the accident report and to draw up an amicable accident report. The customer must, as far as possible, write down the names and addresses of the persons involved and witnesses.
- 7.4. In the event of an accident involving a third party, the client may not make an admission of liability without the prior written consent of Dance.
- 7.5. The client is required to inform Dance of any accident without delay by email to [service@dance.co](mailto:service@dance.co). If this information from Dance is omitted, the client is responsible for all damages caused by the omission of the information, including the loss of insurance coverage. Within seven days of the accident, the Client is required to send to the same email address the accident report, if applicable, an accident report, and/or any other documentation of the accident. If Dance does not receive the information regarding the accident within this time frame, the insurance settlement may be jeopardized and Dance reserves the right to charge all costs to the customer, who would then be responsible for the loss of insurance coverage.

- 7.6. If the vehicle is not in a faultless, complete, safe and roadworthy condition at the time of return or at the time of the inspection in accordance with item 5.4, taking into account the mileage and age of the vehicle, or if the accessories are not complete, the customer shall be obliged to reimburse the damage suffered. There shall be no obligation to pay compensation for signs of use in accordance with the contract, age and mileage, or for previous damage which, according to the handover report, already existed at the time of handover to the customer.
- 7.7. The Customer's liability for damage to his own Vehicle is limited according to the [list of fees](#) per claim due to self-inflicted accidents, vandalism, theft (if the Vehicle was properly secured according to 5.5), fire or explosion, collision with animals, animal bite, elementary damage, glass breakage and lock replacement due to loss of keys, unless the customer has acted with gross negligence.
- 7.8. If the Vehicle, a part of the Vehicle, a removable battery, or other accessories have been stolen or cannot be found for any other reason, the Customer is obliged to inform Dance about the loss as soon as possible, but at the latest within 24 hours after becoming aware of it. Furthermore, the Customer is obliged to participate in the attempt to recover the lost object and if necessary to give information (including in writing) to the insurance company and the police.
- 7.9. If a Vehicle and/or battery could not be found after more than one week after the loss, the Customer is obliged to pay a deductible according to the [list of fees](#).
- 7.10. If the Vehicle and/or battery could be found again after payment of the deductible, Dance can refund the payment of the deductible to the Customer at its own discretion and depending on the technical and optical condition of the found Vehicle and/or battery. The Customer is free to prove that Dance has not suffered any damage, or that this damage is significantly lower than the deductible paid by the Customer. Dance reserves the right to claim further damages.
- 7.11. If the Customer has not secured the Vehicle as described in paragraph 5.5. and the Vehicle is lost, stolen or damaged, the Customer has to pay an increased deductible according to paragraph 7.8 and the [list of fees](#). The Customer is free to prove that Dance has not suffered any damage, or that this damage is significantly lower than the deductible paid by the Customer. Dance reserves the right to claim further damages.

## **8. Termination of contract / return**

- 8.1. Termination may be declared by the contracting parties at any time with effect from the end of the contract term, subject to compliance with the following formal and handover provisions.

- 8.2. Cancellations can be made by the Customer either directly in the settings of the Dance App or can be sent to Dance by any official supported Dance support channels (including but not limited to email, WhatsApp, in-app chat) In case of a cancellation via email, it has to be sent from the email address, which the Customer has stored in the personal data in the Dance App.
- 8.3. Upon termination of the rental agreement, the Customer is obliged to book a handover date within the contract period via Dance App and to return the Vehicle, as well as any accessories, to Dance.
- 8.4. If the vehicle is not returned on time, the customer is liable for a late fee in accordance with the attached fee schedule.
- 8.5. Dance picks up the Vehicle at the scheduled handover date. The Customer has to either be present or park the Vehicle at a publicly accessible location to enable Dance to pick up the Vehicle without the presence of the Customer, depending on the method that was agreed upon during the scheduling of the handover date. If the Customer can not attend an appointment or make the Vehicle available, the appointment needs to be canceled 24 hours before. The customer is obliged to pay compensation for each return date missed intentionally or through negligence, in accordance with the attached fee schedule. If the customer has not agreed on a return date during the term of the contract, Dance may agree on one return date per week until the return has taken place.
- 8.6. On termination of the rental relationship, the Customer is obliged to return the battery, charger, phone holder and any other accessories in a proper and operational condition. The Customer is obliged to inform Dance about any technical malfunctions.

## **9. Limitation of Liability**

- 9.1. In accordance with article 1231-3 of the Civil Code, Dance is only liable for damages that were foreseen or could have been foreseen at the time of the conclusion of the contract, except when the non-performance is due to gross negligence or fraud.

## 10. Right to Withdrawal

### INFORMATION ABOUT EXERCISING THE RIGHT OF WITHDRAWAL

#### Right of withdrawal

You have the right to withdraw from this contract without giving any reason within fourteen days.

The withdrawal period expires fourteen days after the day of the conclusion of the contract.

To exercise the right of withdrawal, you must notify us at

Dance Mobility France SAS  
8 Rue Saint-Augustin  
75002 Paris  
E-mail: service(at)dance.co

your decision to withdraw from this contract by means of an unambiguous statement (e.g. letter sent by post or e-mail). You can use the model withdrawal form but it is not obligatory.

In order for the withdrawal period to be respected, it is sufficient for you to send your communication regarding the exercise of the right of withdrawal before the expiration of the withdrawal period.

#### Effects of withdrawal

In the event of your withdrawal from this Agreement, we will refund all payments received from you, including delivery charges (except for any additional charges arising from the fact that you have chosen a delivery method other than the cheaper standard delivery method offered by us) without undue delay and in any event no later than fourteen days from the day we are informed of your decision to withdraw from this Agreement. We will make the refund using the same method of payment that you used for the original transaction, unless you expressly agree to a different method; in any event, this refund will not incur any costs for you.

We will collect the vehicle as provided in Section 8. You are only liable for the depreciation of the property resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the property. If you have requested the provision of services during the withdrawal period, you shall pay us an amount proportionate to what has been provided to you up to the time you have informed us of your withdrawal from this contract, in relation to the total services provided under the contract.

#### **SAMPLE WITHDRAWAL FORM**

(Please complete and return this form only if you wish to withdraw from the contract)

To the attention of [the trader hereby inserts his/her name, geographical address and e-mail address] :

I/We (\*) hereby notify you/us (\*) of my/our (\*) withdrawal from the contract for the sale of the goods (\*)/for the provision of services (\*) below:

Ordered on (\*)/received on (\*) :

Name of consumer(s) :

Address of consumer(s) :

Signature of consumer(s) (only if notifying this form on paper):

Date:

(\*) Delete as appropriate.

## 11. Data protection

- 11.1. Dance complies with the applicable legal provisions, in particular the provisions of the General Data Protection Regulation (GDPR), when processing personal data of the Customer. Dance primarily processes the personal data that is needed to provide the contractual services to Customers and/or third parties. The contractual services also include, in particular, providing customers with the best possible user experience. In particular, the processing of location data is also necessary to provide the services such as maintenance and service. The vehicle manufacturer also receives location data for maintenance and repair purposes. In this context, location data may also be transferred to countries outside the EU or the EEA ("Third Countries"). However, the manufacturer has no knowledge of the direct personal data of the customer. Access to location data through Dance is only possible for specially authorized employees. In case of theft or any other criminal offense in connection with this contractual relationship Dance may disclose location data to law enforcement authorities.
- 11.2. Insofar as Dance processes personal data on the basis of consent, Dance points out that the Customer can revoke this consent at any time with effect for the future.
- 11.3. Further information on the purpose, nature and scope of data processing can be found in the privacy policy, the current version of which is available [here](#).

## 12. Final provisions

- 12.1. The French laws apply to contracts between the Customer and Dance provided this stipulation is not in conflict with mandatory rules of the state in which the

Customer's abode is situated. Such rules, including but not limited to mandatory consumer protection laws, shall remain unaffected.

- 12.2. Should individual provisions of these terms and conditions be or become invalid, this does not affect the validity of the remaining provisions.
- 12.3. The European Commission offers on the website <https://ec.europa.eu/consumers/odr/> the possibility for the consumer to submit a possible dispute between the customer and Dance to a consumer mediator, after trying to settle it amicably. His referral is not mandatory.
- 12.4. Dance is not obligated and not willing to participate in dispute resolution proceedings pursuant to the German Consumer Dispute Resolution Act (VSBG).

Status: 26.06.2022

## **Appendix - Price List**

Dance Scooter  
Deductibles & List of Fees

No show

The scooter is not available for a repair or maintenance appointment: 30€.

The scooter is not available for a return after the cancellation of the contract: 50€.

The scooter is returned late: X € per day of delay

Theft and loss

(including spare parts)

Stolen / lost scooter or spare parts if properly secured according to the general terms of sale: up to 300€.

Stolen / lost scooter or parts, if not properly secured according to the general conditions: up to 3.000€.

Repairs due to accidents, vandalism or weather damage.

We charge the actual repair costs up to a maximum of 300€.

Unauthorized commercial use:

Scooter used for commercial purposes without prior authorization: 2.000€.

