

Dance – Terms and Conditions

1. General information

- 1.1. Dance GmbH, c/o Maschinenraum, Zionskirchstraße 73a, 10119 Berlin (hereinafter referred to as "Dance") rents light electric vehicles, e.g. ebikes (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 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 Austria GmbH
Wagramer Straße 14, 1220 Wien

represented by its managing director Christian Springub
E-Mail: info@dance.co
Web: <https://www.dance.co>

- 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. Possible changes are considered as approved if the Customer does not object to them in text form within four weeks after receipt of the notification of change. Dance will inform the Customer separately about the right of objection and the legal consequence of silence together with the notification of change. In the case of the Customer's objection to the change or addition of the terms and conditions, Dance is entitled to terminate the rental contract on the basis of these terms and conditions to the Customer with a notice period of four weeks.

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.
- 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). Dance is further entitled to transfer the personal data of the Customer to third parties in order to verify the Customer's credit score. Dance reserves the right to rescind the contract with the Customer in case of an insufficient credit score.
- 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 Austria.
- 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 6.

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 this service provider 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. General obligations of the Customer / prohibitions

- 4.1. 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.
- 4.2. The rented Vehicle and any accessories may not be used outside of Austria or exported from Austria.
- 4.3. 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.

- 4.4. 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.
- 4.5. The Customer is obliged to lock the Vehicle with all available locks. This includes locking the Vehicle with the built-in frame lock as well as the connection of the Vehicle to a suitable fixed object with the included lock chain.
- 4.6. Should the Customer not be able to open or close the Vehicle lock via the Dance App due to a technical malfunction, the Customer is obliged to use an alternative opening method instead, if such a method is available.
- 4.7. If it should not be 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.
- 4.8. 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.
- 4.9. 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](#).
- 4.10. 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](#).
- 4.11. 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.
- 4.12. 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 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.

- 4.13. 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.
- 4.14. The attachment of accessories not included in the delivery and not covered by the subscription ("additional accessories") that are customary for the respective vehicle type is permitted, provided that they can be removed without leaving any residue. The attachment and removal of Additional Accessories shall be at the Customer's own expense and risk. The customer is liable for any damages resulting from the attachment and/or removal of additional accessories to the vehicle. Dance assumes no liability for additional accessories attached by the customer, also not for their functionality, or for damages that occur due to the use of the additional accessories.
- 4.15. The vehicle is designed as a means of transport in urban areas, especially commuter traffic. It must not be used in an unusual manner, loaded, or subjected to inappropriate conditions. In particular, the vehicles must not be used for transporting more than one adult, on unpaved surfaces, and for mountain biking or similar activities, for example. The transportation of children with suitable child seats is permitted. The use of the vehicle under the influence of drugs, alcohol, or medication is prohibited.
- 4.16. The Customer is obliged to adhere to the valid road traffic regulations and local regulations when using the Vehicle.
- 4.17. The Customer is obliged to check the functionality of the smartphone holding device before using it. Dance does not assume liability for any damage to the Smartphone through the use of the smartphone holding device.
- 4.18. If a child seat is included as an additional accessory in the scope of the subscription, the customer is obliged to check its functionality and road safety before each use. The child seat is approved for use by children aged between 9 months and 6 years, weighing between 9 kg and 22 kg. During the use, the customer is obliged to buckle up the child properly by using the provided belt system and to ensure that the child wears a bicycle helmet. Dance is not liable as far as damages are based on a breach of duty of the customer or are caused by the improper use of the child seat by the customer or can be traced back to this.

- 4.19. Dance is entitled to prevent the use of the Vehicle by the Customer (e.g. by withdrawing the digital access to the Vehicle lock), if rental payments are not made, if there is a suspicion of improper use (e.g. for commercial purposes), if the Vehicle has a safety critical defect or if the Customer violates the clauses of these terms and conditions in any other way. In such a case, Dance is also entitled to locate the Vehicle via technologies like GPS and collect the Vehicle.

5. Damage / repair / theft

- 5.1. 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.
- 5.2. 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.
- 5.3. In case of an accident with a Vehicle, in which also foreign things or persons are involved, the Customer is obliged to report this to the police and Dance immediately. If this report is omitted, the Customer is liable for all damages caused by the omission of the report, including the loss of insurance coverage.
- 5.4. The Customer bears the costs for the repair and replacement parts himself, if
- the damage was caused by use not in accordance with the terms and conditions.
 - the damage has been caused by improper use.
 - parts of the Vehicle have been lost and must now be replaced.
 - the damage has been caused by deliberate or negligent action on the part of the Customer.
- 5.5. 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.
- 5.6. 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](#).
- 5.7. 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.

- 5.8. If the Customer has not secured the Vehicle as described in paragraph 4.5. and the Vehicle is lost, stolen or damaged, the Customer has to pay an increased deductible according to paragraph 5.6 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.

6. Termination of contract / return

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. If the Vehicle is not returned in time, the Customer is obligated to pay the agreed upon rent for the duration of the withholding as compensation according to §546a BGB.
- 6.5. 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 bike 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 cancelled 24 hours before. The Customer has to pay a compensation per wilfully or negligence missed handover date according to the [list of fees](#). If the Customer has not booked a handover date within the contract period, Dance is permitted to schedule one handover date per week until the collection is successfully completed.

- 6.6. 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.

7. Limitation of Liability

- 7.1. Dance is liable for intent and gross negligence. Furthermore Dance is liable for the negligent breach of duties, the fulfillment of which enables the proper execution of the contract in the first place, the breach of which endangers the achievement of the purpose of the contract and on the compliance of which the customer may regularly rely. In the latter case Dance is only liable for the foreseeable, contract-typical damage. The same applies to breaches of duty of vicarious agents of Dance.
- 7.2. The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

8. Right to Withdrawal

- 8.1. You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us

Dance Mobility Austria GmbH
Wagramer Straße 14
1220 Wien
E-mail: [service\(at\)dance.co](mailto:service@dance.co)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the

supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin with the performance of services during the withdrawal period, you should pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from the contract, in comparison with the full coverage of the contract.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from the contract to us. The deadline will be met if you send back the goods before the period of 14 days has expired. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earlier.

END OF THE INFORMATION

Model withdrawal form according to Annex 1 B to Directive 2011/83/EU
(Complete and return this form only if you wish to withdraw from the contract)

- To: Dance Mobility Austria GmbH, Wagramer Straße 14, 1220 Vienna, EMail: service(at)dance.co
- I/we (*) hereby revoke the contract concluded by me/us (*) for the provision of the following service [rental of the vehicle (*) including accessories (*) for a contract period of (*)]; (Please describe the goods/services exactly so that it can be determined to which goods or services the revocation refers).
- Ordered on (*)
- Name of consumer(s);
- Address of consumer(s);
- Signature of consumer(s); (only if this form is sent in paper form); Date

(*) complete as appropriate

9. Data protection

- 9.1. 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 include specifically to provide the best possible user experience to the customers. In particular, the processing of location data is also necessary to provide the services. Access to location data 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.
- 9.2. 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.
- 9.3. 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](#).

10. Final provisions

- 10.1. Contracts between the customer and Dance are governed by Austrian law - excluding national and supranational rules of reference (IPRG and ROM I-VO) and the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention). Since the contractual partner is usually a consumer, actions against him shall be brought at his general place of jurisdiction.
- 10.2. These GTC are conclusive. Verbal collateral agreements of any kind whatsoever do not exist. Changes to these GTC must be made in writing in any case. Should one of the provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected. Instead, the ineffective or invalid provision shall be replaced by a provision that the parties would otherwise have agreed upon and that comes as close as possible to the ineffective or invalid provision.
- 10.3. The EU Commission offers on the website <https://ec.europa.eu/consumers/odr/> the possibility to conduct a complaint procedure for online consumer dispute resolution (OS). Dance is not willing to participate in an extrajudicial arbitration procedure before a consumer arbitration board.

10.4. Notice according to the Consumer Dispute Settlement Act: Dance does not participate in an alternative dispute resolution through a consumer arbitration board.

Status: 08.03.2022