

# Dance Moped – 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. 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 GmbH  
c/o Maschinenraum,  
Zionskirchstraße 73a,  
10119 Berlin

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 14 days 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) and other documents for address verification (e.g. electricity bill).
- 2.7. The Customer authorizes Dance to perform credit checks and queries with credit agencies as well as to perform checks for the purpose of fraud prevention. By providing a form of payment, the Customer authorizes Dance to perform credit checks to identify risks associated with entering into the Subscription Agreement. Dance has the sole discretion to decline to provide a vehicle based on this information.
- 2.8. After positive results of the individual credit check, Dance reserves the right, at its own discretion, to require the Customer to pay a deposit, maximum in the amount of the value of the provided vehicle, as security in individual cases. The deposit amount must be paid before the selected vehicle is handed over. After termination of the subscription contract, the deposit amount shall be credited at the latest within five working days after the return of the vehicle using the payment method selected by the Customer upon conclusion of the contract. As an alternative to the deposit, Dance reserves the right, at its own discretion in individual cases, to require the payment of an advance payment, up to a maximum of the value of the provided vehicle, as security by the Customer. The security amount must be paid to Dance before the handover of the selected vehicle and will be offset against the monthly subscription fees during the contract period. If the contract is terminated by the customer before the security amount has been fully settled, the remaining amount will be refunded at the

latest within five working days after the return of the vehicle using the payment method chosen by the Customer upon conclusion of the contract.

- 2.9. Should the Customer's personal data change during the contract period, the Customer is obliged to inform Dance about the changes within two weeks.
- 2.10. To conclude a contract with Dance, the Customer must be at least 18 years old and his/her main residence must be in Germany.
- 2.11. Dance remains at all times the owner of all rental objects (namely Vehicles and possible accessories).
- 2.12. The contract period of the subscription is agreed upon during the online ordering process. Dance for Business customers automatically commit to a monthly subscription term.
- 2.13. 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 2.12, 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.

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

- 3.1. For the rental of a vehicle and, if applicable, its accessories or additional services, the fees are due on the first day of the contract period agreed upon within the ordering process.
- 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.
- 3.8. If the Customer is in default with the payment of a not insignificant part of the invoice amount, Dance is entitled to extraordinary termination of the contract as of the next billing period. The amount is considered not insignificant if two consecutive payments have not been made by the Customer or if an invoice is overdue since more than 35 days. In this case, Dance reserves the right to collect the vehicle at the Customer's expense after the unilateral termination of the contract with immediate effect. In this context, the Customer is obliged to make the vehicle available to Dance at the notified time. If the vehicle cannot be found (e.g. because it is located on private property), Dance can demand compensation for the incurred costs according to the [fee list](#). The Customer is free to prove that no damage has occurred or the damage is significantly lower than the lump sum. Dance is entitled in case of extraordinary termination according to this clause 3.8 without prejudice to the legal rights of default to claim a lump sum compensation of 50 EUR. Dance is at liberty to claim damages exceeding the lump sum. The Customer remains entitled to prove that Dance has not incurred any damage or only lesser damage.

## 4. Permitted drivers

- 4.1. The Vehicle may be driven exclusively by the Customer, as well as one additional person that has been designated as authorized driver 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. In case the driver's license is not older than two years, Dance is entitled to charge a premium for the monthly rent according to the [fee list](#).
- 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 the Federal Republic of Germany, 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 Germany or exported from Germany.
- 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 [fee list](#). 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 [fee list](#) and Dance has the right to terminate the rental contract with immediate effect 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 [fee 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 case of battery malfunctioning, i.e. if the battery is submerged in water, the battery case is defect (bloated) or liquid is coming out, the Customer is obligated to immediately isolate the battery and inform Dance. In the case of a loss or theft of the battery, Dance may charge a fee according to this [fee 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. In the case of a booked repair, the additional accessories must be removed before the vehicle is handed over to Dance.

- 5.16. The Vehicle may not be used in an unusual way, loaded or exposed to inappropriate conditions. The vehicle may be used to transport a maximum of two persons.
- 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 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.
- 5.20. Dance is entitled to prevent the use of the Vehicle by the Customer 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.

## **6. Insurance**

- 6.1. Dance concludes a liability insurance for the Vehicle, which insures the usage of the Vehicle by the Customer and the Authorized Drivers. The general conditions for the insurance of the respective insurer apply, which will be provided to the Customer upon request.
- 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 case of an accident with a vehicle or damage due to vandalism, the customer is obliged to report this immediately to the police and Dance. If Dance does not receive a damage report within seven days after the occurrence of the accident, the customer is liable for all costs and damages caused by the failure to report, including the loss of insurance coverage.
- 7.4. In case of damage events with third party involvement, the Customer is allowed to make an acknowledgement of guilt only after prior approval by Dance. The Customer is obliged to inform Dance immediately about damage events. Furthermore the Customer has to send Dance a detailed written accident report, if necessary with an accident sketch, immediately, at the latest seven days after the damage event. The Customer has to record names and addresses of the involved parties and witnesses in writing. If Dance does not receive a damage report within this period, this may jeopardize the insurance settlement and in this case Dance reserves the right to charge all costs to the Customer.
- 7.5. If the Vehicle is not in a flawless, complete, roadworthy and operational condition corresponding to the mileage and the vehicle age upon return or upon inspection, or if the accessories are not complete, the Customer is obligated to compensate for the damage incurred. There is no obligation to compensate for contractual signs of use that are appropriate for age and mileage, as well as for previous damage that was already present at the time of handover to the Customer, as evidenced by the handover protocol.
- 7.6. The Customer's liability for damage to his own Vehicle is limited according to the [fee list](#) 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.
- 7.7. 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 via the Dance App 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.
- 7.8. In case of theft of the vehicle, the Customer is obliged to pay an excess according to the [fee list](#). The obligation to pay the deductible by the Customer shall not apply in case of theft of the vehicle if the Customer has chosen the full cover insurance option when concluding the contract or has added this option during the term of the contract. An indispensable condition for the waiver of the



obligation to pay the deductible is the proper securing of the vehicle before the occurrence of the theft. The coverage of the full cover insurance is valid for two independently reported cases of theft. After that, Dance reserves the right to automatically exclude the full cover insurance option from the scope of the contract concluded with the Customer.

- 7.9. 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.
- 7.10. 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 [fee list](#). 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 in time, the Customer is obligated to pay the agreed upon rent for the duration of the withholding as compensation according to §546a BGB.
- 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 has to pay a compensation per wilfully or negligence missed handover date according to the [fee list](#). 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.

- 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.
- 8.7. The right to terminate for cause according to § 314 BGB (German Civil Code) without observing a notice period remains unaffected. Reasons entitling Dance to extraordinary termination include, but are not limited to, all circumstances entitling Dance to block the Customer's access to the Dance vehicle in whole or in part or to suspend the provision of all services associated with the subscription in accordance with the contract, such as due to a reputational violation of Dance by the customer's breach of an obligation under the contract or a violation of the standards for interaction between Dance and the Customer. Such breach includes, but is not limited to, libel, slander, hatred, incitement, and threats of violence or calls for violence directed at Dance employees. The customer has the possibility to comment on a warning, which may precede the termination, within seven days after receipt of the warning, for example by e-mail to [legal@dance.co](mailto:legal@dance.co). If no comment of the Customer is received within the mentioned period, Dance can terminate the contract unilaterally at the end of the current payment period. The right to claim damages remains unaffected by a termination.

## 9. Limitation of Liability

- 9.1. Dance is liable for intent and gross negligence. Further, Dance is liable for the negligent breach of obligations, whose fulfillment is essential to enable the ordinary implementation of the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the Customer may rely on regularly. In the last-mentioned case, Dance is only liable for the foreseeable, typical contractual damage. The same applies to breaches of duty by vicarious agents of Dance.
- 9.2. 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.

- 9.3. Dance assumes no liability for items left in the vehicle at the end of the contract duration. It is the customer's responsibility to ensure that no personal or valuable items are left in the vehicle. Dance recommends that customers conduct an inspection prior to returning the vehicle to ensure that no personal items are left in the vehicle. If this is still the case, please contact the customer service immediately. Dance will assist in the recovery of lost items to the best of its ability, but their location or return can't be guaranteed.

## 10. Right to Withdrawal

- 10.1. 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 GmbH  
c/o Maschinenraum,  
Zionskirchstraße 73a,  
10119 Berlin  
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 send 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 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 [here the trader's name, postal address, and, where applicable, his fax number and e-mail address have to be inserted by the trader]:
- I/we (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*); Please describe goods/services precisely so it is possible to identify to which goods or services withdrawal refers.
- ordered on (\*)
- name of consumer(s);
- address of consumer(s);
- signature of consumer(s);
- (only if this form is notified on paper);  
date

(\*) complete 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. Dance reserves the right to process the personal data of the Customer for credit assessment. For this purpose, the data can also be passed on to external service providers to the necessary extent or external data sources can be accessed. The Customer can revoke the consent for the use of his data at any time with effect for the future, but this can result in the fact that no contract offer can be made to the customer.
- 11.3. 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.
- 11.4. 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 laws of the Federal Republic of Germany 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 EU Commission provides on the website <https://ec.europa.eu/consumers/odr/> the possibility to conduct a complaint procedure for online dispute resolution for consumers (OS). Dance is not willing to participate in an out-of-court conciliation procedure before a consumer conciliation body.
- 12.4. Dance is not obligated and not willing to participate in dispute resolution proceedings pursuant to the German Consumer Dispute Resolution Act (VSBG).

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