

# GENERAL TERMS AND CONDITIONS FOR PREPAID PACKAGES

26.08.2020

## § 1 SUBJECT

1. TIER Mobility France SAS (hereinafter referred to as “TIER”) rents out electric scooters (hereinafter referred to as “TIER eScooters”), electric bikes (hereinafter referred to as “TIER eBikes”) and electric mopeds (hereinafter referred to as “TIER Mopeds”) using its application for Internet-enabled mobile phones (hereinafter referred to as “TIER App”) using a so-called “free-floating” concept. Rental shall only be made to customers duly registered in the TIER App (hereinafter referred to as “Customer”), only in the event of existing availability and only within a defined area (hereinafter referred to as “Business Area”). Free-floating means that the TIER eScooters and/or TIER eBikes and/or TIER mopeds are available within the Business Territory, but not at fixed locations.
2. These Terms and Conditions (hereinafter referred to as “Terms and Conditions”) apply to the purchase of so-called prepaid packages for the use of TIER eScooters, TIER eBikes and TIER Mopeds (hereinafter both together referred to as “TIER Vehicle”) in the TIER App. In addition, the General Terms and Conditions applicable to the use of the respective TIER Vehicle selected in TIER App shall apply, unless these General Terms and Conditions give priority to a more specific provision.  
Depending on which TIER Vehicle the Customer selects, these are:
  - for the use of the TIER App and for the TIER e-Scooter and TIER eBikes rental agreements to be concluded via the TIER App (available at: <https://www.tier.app/terms-and-conditions/>) and
  - for the use of the TIER App and for TIER e-moped rental agreements to be concluded via the TIER App (available at: <https://www.tier.app/terms-and-conditions/>)
3. The Customer can purchase various prepaid packages in the TIER App. These function like vouchers and result in the Customer receiving a selected package at a discounted price (in relation to a regular ride in a TIER vehicle) at the time of purchase and being able to use the purchased services of the selected package from the time of purchase (activation immediately after purchase) when using a TIER Vehicle in in the TIER App.
4. For some packages, further payments are due in addition to the purchase price. The Customer will be expressly informed of any payments and prices in addition to the purchase price for the prepaid package before the prepaid package is purchased.

5. Further details regarding the subject matter of the contract can be found in the individual description of the prepaid package in TIER App. In particular, this also indicates for which TIER vehicles the selected package can be used.
6. In France, the contractual partner of the Customer is:  
  
**TIER Mobility France SAS**  
3 bis rue Taylor CS 20004, 75481  
Paris CEDEX 10, France  
E-mail: info(at)tier.app  
Phone: + 33 186 76 72 83  
Web: <https://www.tier.app>
7. TIER reserves the right to make changes to these Terms and Conditions as far as this is necessary to adapt to changed legal or technical conditions. The Customer will be notified of changes by notification and by publication on the TIER website and in the TIER App. Any changes shall be deemed approved if the Customer does not object to them in text form within four weeks after receipt of the notification of change. TIER shall separately inform the Customer of the right to object and the legal consequences of silence together with the notification of change. In the event that the Customer objects to the modification or amendment of the Terms and Conditions, TIER shall be entitled to terminate the usage agreement based on these Terms and Conditions with a notice period of four weeks.
8. The contract language is French.

## **§ 2 CONCLUSION OF A PURCHASE CONTRACT FOR PREPAID PACKAGES**

1. The conclusion of a purchase contract for a prepaid package takes place directly in the TIER App. Registration in the TIER App is mandatory for such purchase.
2. The sale of prepaid packages is limited to Denmark, Finland, France, Germany, Norway and Sweden.
3. Before submitting an offer, the Customer will be shown all information entered in an overview for control purposes. In order to correct any errors, the Customer can return to the input mask and make changes using the symbolic button.
4. The range of prepaid packages presented in the TIER App does not represent a binding offer from Tier to the Customer. By clicking on the button "Confirm payment", the Customer submits a binding offer to purchase the

goods in the shopping cart. During the ordering process, the customer also agrees to the validity of these General Terms and Conditions.

5. A binding contract for the purchase of the prepaid package included in your order is concluded when your order is accepted. The purchase contract for prepaid packages is concluded when the respective prepaid package is made available for viewing within the TIER App by the message "Confirmed".
6. The purchase price is due immediately.
7. These Terms and Conditions and any further applicable Terms and Conditions for the usage of the TIER vehicles are available for viewing and downloading in their current version on the website [www.tier.app](http://www.tier.app). TIER will also send these to the Customer in text form upon request.

### **§ 3 PAYMENT**

1. All prices are in Euro and include the statutory value added tax at the current rate. The prices published in the TIER App at the time of the order shall apply.
2. The customer can choose from the payment methods displayed upon completion of the order process. For any refunds, TIER always uses the same means of payment that the Customer used for the original transaction.
3. TIER works together with various payment service providers. Payments are made according to the payment method selected in the corresponding registration process. Upon conclusion of the contract, the Customer confirms that he/she is entitled to dispose of the specified account by direct debit. The Customer must ensure that his means of payment are sufficiently covered. If a payment cannot be cashed due to lack of funds or for other reasons for which the Customer is responsible, TIER may invoice the Customer for such payment in the amount of the actual expenses incurred or as a lump sum according to the list of fees on TIER's website (available at: <https://www.tier.app/fees/>), unless the Customer proves that no or less expenses were incurred by TIER. TIER is at liberty to claim damages from the Customer in excess of the lump-sum expense allowance.
4. Additional fees may be incurred depending on the type of package selected by the Customer. The Customer will be expressly informed before the purchase of the prepaid package whether further fees are incurred in the selected package. Prior to the conclusion of the respective individual rental agreement, the Customer will be notified of the additional charges incurred in accordance with the provisions in the General Terms and Conditions applicable to the TIER vehicle.

## **§ 4 SET-OFF, RIGHT OF RETENTION, ASSIGNMENT**

1. The Customer may only offset against the claims of TIER if the Customer's counterclaim is undisputed or has been legally established.
2. The Customer may only assert a right of retention if its counterclaim is undisputed or has been legally established.
3. TIER reserves the right to assign its claims from this contractual relationship to a third party, in particular for the purpose of collection. The Customer will be informed in due time about such assignment. In this case, the Customer may only make payments to the assignee with debt-discharging effect, whereby TIER remains responsible for general customer inquiries, complaints, etc.

## **§ 5 NO TRANSFER TO OTHER USER ACCOUNTS**

The offered prepaid packages cannot be passed on to other user accounts, as the prepaid packages are directly linked to the Customer's user account.

## **§ 6 LIABILITY**

1. The parties shall be liable to each other in accordance with the general statutory provisions if the respective other party asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of representatives or vicarious agents.
2. Insofar as TIER is charged with the negligent violation of a primary contractual obligation, the fulfilment of which is essential for the proper execution of the contract, the violation of which endangers the achievement of the purpose of the contract and on the fulfilment of which the Customer can regularly rely, the liability for damages of TIER is limited to the foreseeable, typically occurring damage.
3. Liability for culpable injury to life, body or health remains unaffected.
4. Liability under the Product Liability Act remains unaffected.
5. The liability of TIER for violations of the basic data protection regulation (DS-GVO, Art. 82) also remains unaffected.
6. Otherwise, TIER's liability towards the Customer is excluded.

## **§ 7 TEMPORARY BLOCKING OF THE USER ACCOUNT AND EXCLUSION OF USE**

1. TIER may temporarily block the user account:

- a. if data essential for the performance of the contract are not correctly entered in the user account,
  - b. if the customer is in arrears with payments of a not inconsiderable amount despite prior reminder,
  - c. in the event of other significant breaches of contract for which the customer is responsible;
  - d. if the customer has lost his mobile phone linked to the user account, if it has been stolen from him or if there is any other possibility of unauthorised use of the user account by third parties.
2. TIER will lift the blockage of the user account immediately after the end of the Customer's behaviour in breach of the contract.
  3. TIER may exclude the Customer from use after a previous unsuccessful warning if the Customer has repeatedly acted in a significant manner contrary to the contract and is responsible for this behaviour.
  4. In times of temporary or permanent blocking of the user account, use of the prepaid packages is excluded. If the TIER App User Agreement is terminated by TIER for good cause, the use of the prepaid packages is excluded. The Customer may not derive any rights against TIER from this – due to its previous breach of contract.

## **§ 8 RIGHT OF REVOCATION FOR PREPAID PACKAGES**

As a consumer, the Customer has a right of withdrawal according to the following instructions.

### **REVOCATION INSTRUCTION**

#### **RIGHT OF WITHDRAWAL**

You have the right to revoke this contract within fourteen (14) days without giving reasons.

The revocation period is fourteen days from the date of conclusion of the contract. In order to exercise your right of revocation, you must inform us (TIER Mobility France SAS, 3 bis rue Taylor CS 20004, 75481, Paris CEDEX 10, France, Tel: + 33 186 76 72 83, e-mail: info(at)tier.app) by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this contract. You may use the attached model revocation form, which is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

### **CONSEQUENCES OF REVOCATION**

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this Agreement. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the services should commence during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you notify us of the exercise of the right of cancellation in respect of this Agreement compared to the total amount of services provided under the Agreement.

## **END OF THE RIGHT OF WITHDRAWAL**

(If you wish to cancel the agreement, please complete and return this form).

## **SAMPLE REVOCATION FORM**

To:

TIER Mobility France SAS,  
3 bis rue Taylor CS 20004, 75481 Paris CEDEX 10, France  
Tel: + 33 186 76 72 83  
e-mail: support@tier.app

### **Revocation**

I/we (\*) hereby revoke the agreement concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*):

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Order No:

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

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Consumer Name:

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Consumer address:

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Consumer Signature  
(only for paper notices)

Date:

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(\*) Delete as applicable.

## **§ 9 DATA PROTECTION**

1. TIER collects and processes the personal data of the customer necessary for the business transaction. When processing personal data of the Customer, TIER observes the applicable legal provisions, in particular the provisions of the EU Data Protection Basic Regulation, the BDSG, TMG.
2. With regard to the details and scope of the collection, storage and processing of the Customer's personal data, reference is made to the data protection declaration provided on the TIER Internet portal.

## **§ 10 FINAL PROVISIONS**

1. The law of France applies to contracts between the customer and TIER in France.
2. If the customer is a merchant, a legal entity under public law or has no general place of jurisdiction in Paris, France shall be the place of jurisdiction for disputes arising from and in connection with the usage agreement and/or the rental agreement. Mandatory legal jurisdictions remain unaffected.
3. The Customer may only transfer claims or other rights from the above contracts to third parties with the prior written consent of TIER.

## **§ 11 CUSTOMER SERVICE / COMPLAINTS**

1. The customer can contact the following contact details by letter, telephone or e-mail in case of questions, comments, complaints or to make other statements:

TIER Mobility France SAS,  
3 bis rue Taylor CS 20004, 75481 Paris CEDEX 10  
Tel: + 33 186 76 72 83  
E-mail: [info@tier.app](mailto:info@tier.app)

2. TIER is not legally obliged to participate in the consumer dispute resolution procedure according to the Consumer Dispute Resolution Act. Voluntary participation within the meaning of § 36 (1) No. 1 VSBG is waived.
3. TIER has not subjected itself to any codes of conduct.