

## Terms and Conditions

WARNING: Cooltra/felyx provides you with a version of the General Terms and Conditions and its Annexes in different languages for your better understanding, but keep in mind that, in any case, each country and each city is governed by its own local rules and those will be the ones that will be applied in each city where you are using the Service, so we recommend you to check them before using the Service.

For example: if you rent a motorbike in Barcelona, you will be subject to Spanish Law and you must always respect the traffic and parking rules of Barcelona, regardless of your nationality and regardless of the language of the App you have chosen and in which you are reading these Terms and Conditions.

Likewise, if you rent a motorbike in Paris, you will be subject to French Law and you must always respect the traffic and parking rules of Paris, regardless of your nationality and the language of the App you have chosen and in which you are reading these General Terms and Conditions.

**We therefore recommend that before using the Service in a city, you check the particularities and regulations specific to that city and that Country.**

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## DEFINITIONS

**Cooltra/felyx:** means the companies belonging to the Cooltra Group, as listed in article 1 'ABOUT US' below, providing the User with the Service consisting of short-term self-service electric vehicle hire, registered with the Trade and Companies Register of the jurisdiction where the said service is provided.

**Vehicles:** means either an electric scooter identified by its registration plate, an electric bicycle identified by its unique number and made available to the Users by Cooltra/felyx.

**User:** refers to any customer who meets the conditions set out in article 4 of these terms and conditions and who has created a Cooltra/felyx account and finalised his or her registration allowing him or her to use and benefit from the Cooltra/felyx service under the conditions of these General Terms and Conditions.

**Service:** means the self-service scooter hire service offered by Cooltra.

**Platform or App:** means Cooltra/felyx's mobile application, which allows the User to register and reserve a Vehicle.

## 1. INFORMATION ABOUT US

1.1. In compliance with the provisions of Law 34/2002, of 11 July, on information society services and e-commerce ("LSSI") and Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Consumer and User Protection Act and Other Complementary Laws ("TRLGDCU"), we provide you with the following information on the companies that offer the Cooltra Group's shared mobility service in each of the respective countries:

Spain:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> COOLTRA MOTOSHARING, S.L.U. (Hereinafter, "COOLTRA")</li> <li>• <b>Address:</b> Edificio Ocean, Passeig Joan de Borbó 99-101, 4ª Planta, 08039 de Barcelona (Spain)</li> <li>• <b>Tax ID Number (NIF):</b> B-65874877</li> <li>• <b>Registration details:</b> Companies Register of Barcelona, Volume 43.403, Folio 152, Sheet 428,447, first entry and the following.</li> </ul>
Portugal:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> ECOOLTRA SCOOTERSHARING PORTUGAL UNIPessoal, Lda.</li> <li>• <b>Address:</b> Rua da Guiné, nº 25, cave, 2685 336 Prior Velho (Portugal)</li> <li>• <b>Tax ID Number (NIPC):</b> 514108614</li> </ul>
Italy:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> ECOOLTRA SCOOTERSHARING ITALIA, S.R.L.</li> <li>• <b>Address:</b> Tiburtini 507, 00157 Roma (Italy)</li> <li>• <b>Tax ID Number (Partita IVA):</b> 0224560561</li> </ul>
France:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> SARL COOLTRA SCOOTER SHARING FRANCE</li> <li>• <b>Address:</b> Parc des Docks 561B - 50 Rue Ardouin 93400 SAINT-OUEN (France)</li> <li>• <b>Tax ID Number (TVA):</b> FR35897881413</li> </ul>
Belgium:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> FELYX BELGIUM B.V.</li> <li>• <b>Address:</b> Rue des Vétérinaires 42°, C1 City Line 1070 Anderlecht</li> <li>• <b>Tax ID Number (TVA):</b> BE 0720.798.585</li> </ul>
The Netherlands	<ul style="list-style-type: none"> <li>• <b>Company name:</b> FELYX NETHERLANDS B.V.</li> <li>• <b>Address:</b> Joan Muyskenweg 22, 1096 CJ Amsterdam</li> <li>• <b>Tax ID Number (TVA):</b> NL860294535B01</li> </ul>

## 2. SERVICE DESCRIPTION

2.1. Cooltra/felyx provides a mobility service that enables its users the shared use, through renting for specific periods of time, of electric vehicles of its fleet that are available at any time and geographical area (hereinafter, the "Service"). This fleet comprises of different types of vehicles (hereinafter and collectively, the "Vehicles").

2.2. Cooltra/felyx provides the Service through a platform accessible from a mobile application for smartphones (hereinafter, the "**Platform**" and/or the "**App**"), and in the cities or geographic areas defined in the App.

### 3. PRIOR INFORMATION ON THESE GENERAL TERMS AND CONDITIONS

3.1. This document sets out the general contract terms and conditions applicable to the Service (hereinafter, the “**General Terms and Conditions**”), that also include the following documents:

- **Annex 1:** Amounts For Repairs and Compensation for Non-Compliance
- **Annex 2:** Service Use Regulations

3.2. The General Terms and Conditions and its appendices, which contain particular terms and conditions, regulate the contractual relationship between Cooltra/felyx and all those persons who have correctly registered on the Platform to make use of the Service (hereinafter, the “**User**”). You can access, read, and download these General Terms and Conditions at any time without restriction and free of charge, either through the Cooltra/felyx Website ([www.cooltra.com](http://www.cooltra.com), [www.felyx.com](http://www.felyx.com)) or the Cooltra/felyx App.

3.3. By registering as a User on the Platform, by using for the first time the Cooltra/felyx App, by booking and renting an available Vehicle, or, in any way, by making use of the Service, you acknowledge having read and understood these General Terms and Conditions and its appendices. We will take such acts as a direct expression of your willingness to accept these General Terms and Conditions and their appendices and Privacy Policy to agree to comply with all their terms and conditions by checking the box “*I accept the Terms and conditions and Privacy policy*”. They will also be accessible at any time via your User’s personal account through the Cooltra/felyx App.

This acceptance is a prerequisite for the provision of the Service.

The General Terms and Conditions and its Annexes constitute the entire contract between Cooltra/felyx and the User regarding their registration as a User and their use of the Service and the Vehicles.

Any other documents mentioned in the Platform (e.g. FAQs or frequently asked questions in our “Help” section) will only be indicative.

The General Terms and Conditions and its Annexes constitute, in turn, a contract of a very personal nature, so that the User who holds the contract must be, always the exclusive user of the Service and the sole driver of the Vehicles used by them.

3.4. The provision and invoicing of the Service in each city or geographical area where Cooltra/felyx operates may be carried out by Cooltra/felyx either directly or through the local member of the Cooltra group (hereinafter, “**Local Subsidiary**”). The acceptance of the General Terms and Conditions implies that the User unequivocally consents to Cooltra/felyx being able to assign, in whole or in part, to its Local Subsidiary its contractual position under the General Terms and Conditions in order to provide and invoice the Service to the User in a specific city or geographical area, by means of assignment, subrogation, subcontracting, licensing, resale or any other figure admitted by law.

3.5. The languages in which the contracting procedure will be carried out and in which this contract will be formalised may be English, Spanish and/or the official language of each city in

which the Service is provided. In the event of any discrepancy in the wording, the Spanish version will prevail. When the Service is used in France, the present General Terms and Conditions shall apply only in the French language; in the event of a discrepancy in the wording, the French language version shall prevail in all cases.

### 3.6. Amendments to the General Terms and Conditions

Cooltra/felyx expressly reserves the right to amend these General Terms and Conditions in order to adapt them to technological innovations and new commercial needs, as well as to the applicable legislation. We will publish any amendments on the Website and the App and we will inform you in advance of its entry into force.

If you do not expressly accept the updated General Terms and Conditions, you will be free to either stop using the Service or to deregister in accordance with the procedure set out in Article 5.4 below.

The prior acceptance of the updated General Terms and Conditions constitutes a condition for using the Service.

## 4. USER REGISTRATION REQUIREMENTS

4.1. To register as a registered User and use the Service you must meet the following requirements:

- a) Be at least eighteen (18) years of age.
- b) have a valid driving licence in the city where the Service is provided, provided that this licence is compulsory for that type of rented Vehicle (hereinafter, the "**Driving Licence**").
- c) Be in possession of a valid identity document.
- d) Have a Smartphone running a version of iOS, Android, or compatible with the App.

The possession of a 'clean' or a restricted driving license or a declaration that the User's driving license has been lost or stolen does not allow the User to access or use the Service.

## 5. REGISTRATION PROCEDURE

5.1. If you meet the requirements indicated above, you can register as a registered user through the Cooltra/felyx App, free of charge, by filling in all the mandatory fields of the registration form with correct, complete and up-to-date information. The required documentation is as follows:

- a) Your identity document (e.g.: DNI/NIE. Passport, health card)
- b) Photograph of your face ("selfie"), for the purpose of verifying that you are the holder of the above documents.

- c) Payment method enabled by Cooltra/felyx
- d) Your Driving Licence valid and in force, in those cases where you are going to use a vehicle that requires it.

Before completing the registration process by clicking on the designated button to submit your application, you must tick the appropriate boxes to confirm that you have read, understood, and accepted these General Terms and Conditions and the Privacy Policy.

5.2. Once you have completed your application, Cooltra/felyx will validate the details and documentation provided, and, as necessary, will activate your User account so that you can start using the Service. At that moment you will receive a confirmation email from Cooltra/felyx, through which the contract for the provision of the Service will be formalised and you will acquire the status of User. When you register, you will be able to download and print a copy of the General Terms and Conditions that you have accepted.

5.3. Cooltra/felyx may check the information you have provided and refuse registration if Cooltra/felyx's bank has rejected the registered payment method. Cooltra/felyx may also cancel the registration of any User who breaches the General Terms and Conditions, including its appendices, or if it has reasonable suspicion of such breach or fraud or identity theft, or if the User maintains any debt or dispute pending resolution with Cooltra/felyx.

#### 5.4. Deregistration

As use of the Service involves no commitment as to duration, the User is free to stop using the Service at any time by sending a request to Customer Service at the following e-mail address (article 14 below) to unsubscribe. The effectiveness of such deregistration is subject to the User's lack of arrears to Cooltra/felyx.

## 6. INVOICING AND PAYMENT TERMS AND CONDITIONS

6.1. Your registration as a User of the Platform is free.

6.2. The price of using a Vehicle will be determined by a fixed rate (when applicable) plus a variable rate corresponding to the total duration of the journey, measured in minutes elapsed between the moment the User starts using the Vehicle (by pressing "START" on the App) and the moment you finish it (by pressing "FINISH" on the App). Minutes will be indivisible and the User will be billed for each minute started. The applicable rate per minute will be visible to the user before STARTING the use of the Vehicle (hereinafter, the "Rates").

6.3. You can check the Rates in the Cooltra/felyx App, where they will be permanently available and updated.

6.4. Cooltra/felyx also offers you the possibility to use offers, promotions and/or discounts whose conditions and expiry date may be communicated to the User and/or viewed in the App.

6.5. The invoicing and payment terms and conditions are as follows:



- a) The payment method will be the one you entered in your User area when you registered. By communicating us your payment details, you authorize us to charge the credit accrued to Cooltra/felyx for your use of the Service or for any other concept described in these General Terms and Conditions and its appendices. You may change payment method you have entered in your User area of the App. In the event that the corresponding payment platform or bank charges Cooltra/felyx a transaction fee, the User will be re-invoiced in accordance with the provisions of Annex I, as a transaction fee.
- b) The invoicing of the Service may be at Cooltra/felyx's discretion: (i) for each use of the Service (ii) at the end of each month. Please note that in the event that you exercise your right of withdrawal within the legal term, such right will not extend to the refund of the amounts paid corresponding to the Services that have actually been provided, which you acknowledge and accept by your acceptance of these General Terms and Conditions.
- c) Invoices will be issued electronically by the relevant Local Subsidiary, and we will automatically notify you at the email address you have provided. You can also view and download them from the Cooltra/felyx App.
- d) If the bank of your payment method rejects payment, we will suspend your User account until the outstanding payment is made and we will charge you for all costs arising from the non-payment, subject to the application of the penalties and compensations set out in Annex 1. We remind you that, as stated in the Privacy Policy, only applicable in Spain, Cooltra/felyx may consult files containing information about your creditworthiness and credit (RD 1720/2007 or any regulation that replaces it). Similarly, in the event of non-payment by you and if all the requirements established in Royal Decree 1720/2007 are met, we inform you that the data relating to the non-payment may be communicated to files relating to the non-fulfilment of monetary obligations, to the corresponding public administrations or even to other sharing operators.
- e) The User acknowledges and accepts that in case of use of the Service in a country other than France where the Service is available, Cooltra/felyx may communicate information about the User, including bank details, for billing purposes by the local Cooltra/felyx entity in the country concerned.

## 7. USER OBLIGATIONS

7.1. The use of the Service entails the need to comply with these General Terms and Conditions, and especially also with the provisions of Annex 1 and with the Service Use Regulations included as Annex 2. As a general rule, you must use the Service with the utmost diligence, complying at

all times with the regulations in force, and in particular, with the bylaws of the city where you use the Vehicles.

7.2. As a User of the Service, you must also comply with the following obligations:

- a) In order to use the Vehicles required, you must be in possession of a current and valid driving licence in the Country in which you are going to use the vehicles, which is not suspended, withdrawn, revoked, lost or stolen when you register for the Service or during the duration of the Service. Providing false documents will be considered as a serious infringement and non-compliance.
- b) In the event of theft, loss, theft, suspension, or effective expiry of your driving licence, you must inform us of this. If you fail to do so, you will be directly and exclusively liable for any damages that this may cause Cooltra/felyx or any third party.
- c) You must ensure that you park the Vehicles according to the parking rules of the relevant city, as specified in the App, as well as take a photo and upload it to the App, as proof of compliance with the above. Otherwise, in the event of a parking fine, you will have no way of proving that you are not responsible for it.
- d) Your Platform login details (username and password) are confidential, personal and non-transferable. If you lose your mobile phone or suspect that someone is using it fraudulently, you must report it immediately to our Customer Service so that we can block it.
- e) As a general rule, you may not have more than one personal account registered on the Platform nor transfer yours to another person, without the express consent of Cooltra/felyx. If your account is duplicated with no authorisation or transferred, Cooltra/felyx may delete them and impose a penalty, and reserves the right to take any legal action that may apply.
- f) You must pay all invoices issued by Cooltra/felyx or a Local Subsidiary for your use of the Service or for penalties in the cases set out in these General Terms and Conditions and its appendices. Please note that non-payment will result in the temporary suspension of your User account until you settle the outstanding invoices, the payment of all costs arising from this non-payment, and in case of use of the Service in a country other than France where the Service is available, the communication of your details to files relating to the non-fulfilment of monetary obligations, to the corresponding public administrations or even to other sharing operators.
- g) You must act diligently to avoid damage to Vehicles as far as possible and take steps that may be useful and appropriate for clarifying claims in which you may be involved. This includes in particular the duty to respond truthfully and completely to Cooltra/felyx's questions regarding the circumstances of the claim, to always send the Accident Report to Cooltra/felyx and not to leave the place of the accident until the necessary checks have been carried out so that Cooltra/felyx can assess the claim.

- h) To facilitate access to the service and for you to learn about good practices and road safety regulations, Cooltra/felyx periodically organizes training workshops in which users can participate free of charge upon request (depending on availability).
- i) Keep your personal data and documents (such as postal address) updated.

## **8. INSURANCE, THEFT AND DAMAGE TO VEHICLES**

8.1. When using the service, the User benefits from insurance on the Vehicle taken out by Cooltra/felyx, which complies with the compulsory legal coverage of each city where the service is provided.

8.2. The cost of insurance is included in the cost of the vehicle hire.

8.3. In the event of damage to the Vehicle during its use, you must inform Cooltra/felyx using the tool provided in the App (web chat or email). In this case, you will be billed for the corresponding repair costs or other costs arising from the damage caused by your non-compliance, accounting for the applicable exemption, if any, and provided that such damages or costs are attributable to the User due to the User's misuse or negligence of the service. In those cases, in which it is determined to be caused by deliberate act or negligence on the part of the User, the excess will not be applicable and, therefore, the User will be responsible for the totality of the damages caused by or to the Vehicle.

8.4. The official list of types of damage and the corresponding cost of each are detailed in Annex 1, according to the type of Vehicle and the city.

8.5. If the Vehicle you are using or its accessories are stolen or vandalised, you must contact Customer Service (details are available in the 'Contact Us' section), lodge a complaint with the relevant authorities, and send us a copy of the theft report to the email address provided in the 'Contact Us' section of this document within twenty-four (24) hours of lodging the complaint with the authorities (the deadline is 5 days if the Service is used in France) In the event of the theft, loss, misplacement, or abandonment of the Vehicle due to the User's failure to comply, you will be required to pay Cooltra/felyx the relevant penalty as set out in Annex 1.

## **9. ACCIDENT AND FAULT**

9.1. If the Vehicle you are using is involved in an accident (with or without third parties) or has a breakdown, you must notify Cooltra/felyx immediately and send us the corresponding Accident Report within forty-eight (48) hours, except in cases of force majeure from the date of the accident or breakdown. If you use the Service in France, you must send us the corresponding accident report within five (5) days of the date of the accident or breakdown. You can send it to us at the addresses listed in the "Contact" section of these General Terms and Conditions.

9.2. In the event of fault, as legally defined in the applicable traffic regulations, you will be invoiced for the damage caused to the Vehicle according to the corresponding excess at the time of the event.

9.3. If Cooltra/felyx receives a claim for damages as a result of an accident, without having received notification and delivery of the documentation from the User in charge of the affected Vehicle at the time of the accident, Cooltra/felyx reserves the right to claim from the User the costs corresponding to such claim, as well as to suspend the Service according to the provisions of these General Terms and Conditions, and to apply the penalty stated in Annex 1.

## 10. ADMINISTRATIVE PENALTIES AND INFRINGEMENTS

10.1. As a User, you are obliged to comply scrupulously with the applicable regulations on traffic, parking and use of public roads, especially the bylaws and other local regulations of the city in which you use the Service, which you should be aware of and which are detailed, by way of example but not limited to, in the App itself.

In accordance with the principle of the personality of the penalties, the User is legally responsible for the Vehicle and is liable for the consequences of any infringement of the Traffic Code, parking and traffic rules, or any other law or regulation occurring during the period of use of the Service or in the event of unauthorised parking of the Vehicle, until the Vehicle is hired by the next User.

In case of non-compliance with these regulations, Cooltra/felyx reserves the right to identify to the Public Administration the Users who have committed the infringement and may claim from them the expenses and charges resulting from such infringements, the foreseen compensations in accordance with the provisions of Annex 1, as well as the penalties resulting from legal proceedings.

If Cooltra/felyx is unable to identify the User to the relevant authorities due to a sanction, for reasons attributable to the User (such as incomplete or outdated data or lack of valid documentation), Cooltra/felyx will pay for these costs, which will be re-invoiced to the User.

10.2. It is your responsibility, as a User, to check that there are no temporary restrictions (due to building works, markets, festivals, tree pruning, filming, etc.) in the parking area. If there is a temporary restriction, you will not be able to finish the Vehicle rental at that location.

10.3. If the Vehicle is towed by the municipal tow truck while you are using the Service or after its completion because you have left it in a prohibited parking area (including temporary restrictions), you will be allocated for all administrative costs and penalties, in addition to the corresponding penalty, as stated in Annex 1. For the case of Italy, if the vehicle is subject to the *fermo amministrativo*, the penalty set out in Annex 1 shall apply.

10.4. Failure to pay penalties and/or sanctions will result in the suspension and/or termination of your contractual relationship with Cooltra/felyx. In addition to claiming these amounts from you, Cooltra/felyx may take the measures it deems appropriate to compensate for the damages

caused, as well as communicating your data to files relating to the failure to comply with monetary obligations, to the corresponding public administrations or even to other sharing operators.

## 11. LIMITATION OF LIABILITY

11.1. Cooltra/felyx will not be liable for damages of any nature that the User or a third party may suffer in any way by the Service or by the execution of the contract and that are not directly attributable to intent or gross negligence on the part of Cooltra/felyx. Changes that Cooltra/felyx has to apply to the processes, schedules and conditions of supply of the Service, those that are motivated by the suspension of the Service, its interruption or lack of availability, as well as any eventual incidence of the computer systems, the Platform, the Vehicles or any cause attributable to suppliers, assignees, licensees or subcontractors of Cooltra/felyx, as well as third parties in general, will not be considered a failure by Cooltra/felyx to fulfil its obligations.

11.2. Cooltra/felyx's liability is also excluded for the total or partial non-fulfilment of its obligations due to fortuitous causes or force majeure, including, but not limited to, acts of public administrations, administrative or legal restrictions on traffic, fires, floods, explosions, wars, pandemics, demonstrations, riots, strikes, labour disputes, lack of raw materials, power failures, interruption of communications or others. For any of these reasons, Cooltra/felyx may modify, permanently or temporarily, the Service and parking areas of the Vehicles.

11.3. In any case, the User expressly releases Cooltra/felyx from any liability for damages of any nature suffered by the User or third parties in connection with the execution of this contractual relationship, which is not caused by fraud or gross negligence of Cooltra/felyx.

## 12. DURATION, DEREGISTRATION, SUSPENSION AND TERMINATION

12.1. Once registered, your contractual relationship with Cooltra/felyx will be indefinite, without prejudice that both Cooltra/felyx and you can terminate the contract at any time. Not using the Service will not imply the cancellation or termination of the Service, so your contractual relationship with Cooltra/felyx will remain in force until the cancellation or termination of the Service according to these General Terms and Conditions.

12.2. You can unsubscribe from the Service at any time by sending an email to the address shown in the **Contact** section, provided that you do not have one or more outstanding invoices. By unsubscribing, your User account will be deactivated, and you will no longer have access to the Service.

12.3. By accepting these General Terms and Conditions and its appendices, you acknowledge and accept that your right to unsubscribe or to cancel will not extend to the refund of the amounts paid corresponding to the Services that have been effectively provided, as they are fully executed services, and this regardless of the time at which you request the cancellation, whether before

the fourteen (14) days following the acceptance of these General Terms and Conditions or thereafter.

12.4. In case of failure to comply with these General Terms and Conditions, Cooltra/felyx may temporarily suspend the contractual relationship with you, and consequently you will not be able to use the Service until you have remedied such non-compliance, for which you will have a period of seven (7) calendar days. If the non-compliance is not remedied within this period, Cooltra/felyx may terminate the contractual relationship definitively.

12.5. In case of *serious* breach of these General Terms and Conditions, Cooltra/felyx may terminate this contract with immediate effect, without prejudice to the actions it decides to take to compensate for the damages suffered. The following is a list of some of the conduct (including but not limited to) that will be considered serious infringements and breaches by Users:

- a) Not being of the required age for the contract or not being in possession of a valid driving licence, in the event of using the Service with Vehicles that require it.
- b) Failure to notify Cooltra/felyx of the suspension, revocation, withdrawal, loss, or theft of your driving licence.
- c) Using false documents or documents not belonging to the User when registering for the Service.
- d) Acting negligently by making multiple reservations for one or more Vehicles without actually initiating the rental of the Vehicles.
- e) Failure to pay, if applicable, the penalties applied by Cooltra/felyx due to misuse or damage to the vehicle.
- f) Parking the Vehicle, at the end of its use, outside the return area or in areas not designated for this purpose (including temporary restrictions) as well as in private or off-street parking areas.
- g) Driving the vehicle in a reckless manner.
- h) Soiling, vandalising or leaving the used Vehicle in poor condition.
- i) Using the Service under the influence of drugs, alcohol, or psychotropic substances.
- j) Altering, reproducing, cloning, or making improper or fraudulent use of the App or the Platform.
- k) Allowing the Vehicle to be driven by a third party other than the User who made the reservation.
- l) Facilitating or committing, with intent or negligence, acts of vandalism, theft, or robbery of the Vehicle.
- m) Failure to comply with the conditions of use of the Vehicles stipulated in the Service Use Regulations included as Annex 2.

### 13. RIGHT OF WITHDRAWAL

13.1. In accordance with the applicable regulations on the rights of consumers and users, you have the right to withdraw from the contract, perfected at the time you register as a User of the Platform, within fourteen (14) calendar days from your registration date, counted from the time you receive the notification confirming your registration from Cooltra/felyx, and without the need to indicate the reason why you want to withdraw.

13.2. If the Service has not started before the expiration of the withdrawal period, the User will be reimbursed the full amount paid.

If the Service has been started before the expiry of the withdrawal period, the User will be reimbursed the sums paid minus (i) the time and amount of use of the Service and (ii) the amount of any penalties, costs and fines arising directly from the use of the Service.

The right of withdrawal referred to above will not extend to the refund of the amounts paid for in cases where the Service has already been provided, that is, in relation to actual uses or individual rentals of Vehicles that have already taken place, regardless of when you exercise your right of withdrawal or request cancellation of the Service (whether before fourteen (14) days have passed following confirmation of registration or thereafter).

13.3. In the event that you have contracted or subscribed to offers, promotions and/or discounts, you may also exercise your right of withdrawal within fourteen (14) calendar days, and the amount will be refunded to you provided that you have not used the Service. If you have used the Service, you will only be refunded the proportional part corresponding to the amount paid and not consumed.

13.4. In order to exercise the right of withdrawal indicated in this clause, you must inform us of your decision to withdraw from this contract by means of an unequivocal statement (e.g. letter sent by post or email), by sending it - before the withdrawal period expires - to the address specified in the "Contact" section of these General Terms and Conditions, duly proving your identity. You can use the sample form below, although it is not compulsory.

**SAMPLE WITHDRAWAL FORM**

COOLTRA MOTOSHARING S.L.U.

Edificio Ocean, Passeig Joan de Borbó 99-101, 4ª Planta  
08039 Barcelona (Spain)

..... (User's name and surname)

Address (street, town, province, postcode)

In .... (place) on ..... (date)

Hereby, and in accordance with the provisions of RDL 1/2007, Consolidated Text on the General Consumer and User Protection Act and other related provisions, I hereby inform you of my decision to withdraw from the contract for the provision of the moped sharing rental service, concluded remotely on ..... (date) by registering as a user on the Cooltra platform.

*[If you have purchased blocks of time and have not used all the minutes]* I also request that you return the amount corresponding to the unused minutes of the purchased blocks of time as soon as possible, and in any case within 14 calendar days of becoming aware of this notification. You can pay this amount to my credit card number ..... or to the card with which I made the payment.

For any further information, please contact me on tel. .... or by email .....

I look forward to hearing from you.

Kind Regards,

[User's name and surname]

Signed:

13.5. Once we have received your request, we will refund any payments we have received from you, except for the use of the Service already consumed. We will process this refund with the relevant payment platforms without undue delay and in any event no later than fourteen (14) calendar days after we become aware of your notification. We will use the same means of payment you used to make the refund unless you tell us otherwise. If you have paid by credit or debit card but you ask us to refund you by bank transfer, you will have to prove to us that you are the holder of the bank account in question. In any case, you will not incur any costs arising from such refund. Notwithstanding the above, Cooltra/felyx is not responsible for possible delays caused by the payment platform and/or the User's banks in the effective operation of such refunds.

## 14. CONTACT, COMPLAINTS, CLAIMS

14.1. For the purposes of notifications, suggestions, complaints, queries or claims, you can contact us through the following addresses and forms of communication:



Spain:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> COOLTRA MOTOSHARING, S.L.U. (Hereinafter, “Cooltra”)</li> <li>• <b>Address:</b> Edificio Ocean, Passeig Joan de Borbó 99-101, 4ª Planta, 08039 de Barcelona (Spain)</li> <li>• <b>Tax ID number (NIF):</b> B-65874877</li> <li>• <b>Registration details:</b> Company register of Barcelona, Volume 43.403, Folio 152, Sheet 428.447, first entry and the following.</li> <li>• <b>Email:</b> <a href="mailto:hola@cooltra.com">hola@cooltra.com</a></li> </ul>
Portugal:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> ECOOLTRA SCOOTERSHARING PORTUGAL UNIPessoal, Lda.</li> <li>• <b>Address:</b> Rua da Guiné, nº 25, cave, 2685 336 Prior Velho (Portugal)</li> <li>• <b>Tax ID number (NIPC):</b> 514.108.614</li> <li>• <b>Email:</b> <a href="mailto:ola@cooltra.com">ola@cooltra.com</a></li> </ul>
Italy:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> ECOOLTRA SCOOTERSHARING ITALIA, S.R.L.</li> <li>• <b>Address:</b> Via Monti Tiburtini 509, 00157 Roma (Italia)</li> <li>• <b>VAT Number (Partita IVA):</b> 0224560561</li> <li>• <b>Email:</b> <a href="mailto:ciao@cooltra.com">ciao@cooltra.com</a></li> <li>• <b>PEC:</b> <a href="mailto:ecooltrascootersharingitaliasrl@legalmail.it">ecooltrascootersharingitaliasrl@legalmail.it</a></li> </ul>
France:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> SARL COOLTRA SCOOTER SHARING FRANCE</li> <li>• <b>Address:</b> Parc des Docks 561B - 50 Rue Ardouin 93400 SAINT-OUEN (Francia)</li> <li>• <b>VAT Number (TVA):</b> FR35897881413</li> <li>• <b>Email:</b> <a href="mailto:bonjour@cooltra.com">bonjour@cooltra.com</a></li> </ul>
Belgium:	<ul style="list-style-type: none"> <li>• <b>Company name:</b> FELYX BELGIUM B.V.</li> <li>• <b>Address:</b> Rue des Vétérinaires 42°, C1 City Line 1070 Anderlecht</li> <li>• <b>Tax ID Number (TVA):</b> BE 0720.798.585</li> <li>• <b>Email:</b> <a href="mailto:supportbelgium@felyx.com">supportbelgium@felyx.com</a></li> </ul>
The Netherlands	<ul style="list-style-type: none"> <li>• <b>Company name:</b> FELYX NETHERLANDS B.V.</li> <li>• <b>Address:</b> Joan Muyskenweg 22, 1096 CJ Amsterdam</li> <li>• <b>Tax ID Number (TVA):</b> NL860294535B01</li> <li>• <b>Email:</b> <a href="mailto:klantenservice@felyx.nl">klantenservice@felyx.nl</a></li> </ul>

14.2. We have official complaint forms available for consumers and users. You can request them through our contact channels or by calling the phone number (Spain +34 930223481; Portugal +351 210270749; Italy +39 0645920465; France +33 359715117; Belgium : +32 78087009; The Netherlands +31 202003112)

14.3. In accordance with EU Regulation No. 524/2013, we inform you that you have the right to request with us an out-of-court dispute resolution in consumer matters, accessible through the Internet address <http://ec.europa.eu/consumers/odr/>.

## 15. PERSONAL DATA

15.1. In the context of your use of the Platform and the Service, Cooltra/felyx will collect and process your personal information. By using the Platform and registering as a User, you acknowledge and accept Cooltra/felyx processing your personal data in accordance with the applicable law and the provisions of the Privacy Policy.

## 16. APPLICABLE LAW AND JURISDICTION

16.1. These General Terms and Conditions, as well as the relationship between Cooltra/felyx and the User, will be governed and interpreted according to the current legislation of the country in which you are using the Service.

16.2. Any dispute related to the general reservation service and the use of the Cooltra/felyx App shall be resolved by the competent Courts and Tribunals of the User's domicile, while any dispute related to a specific rental and/or a Local Subsidiary shall be resolved by the competent Courts and Tribunals of the city where the service was provided and where the respective Local Subsidiary is domiciled. For example, if the dispute concerns a rental in Lisbon, the competent courts and tribunals will be those in Lisbon, whereas if the dispute concerns a rental in Rome, the competent courts and tribunals will be those in Rome.

16.3. In France, in accordance with the provisions of articles L.611-1 et seq. of the Consumer Code, for any contractual dispute between the User and Cooltra/felyx which could not be resolved through a complaint previously submitted to Customer Service, the User has the right to appeal, free of charge, to the Consumer Ombudsman within a period of one (1) year following the complaint submitted to Customer Service.

The Consumer Ombudsman is that of the *Conseil national des professions de l'automobile* (CNPA) [National Council of Automotive Professions] with its head office at 43 bis route de Vaugirard - CS 80016 - 92197 Meudon CEDEX. The Ombudsman can also be contacted by e-mail at the following address: [mediateur@mediateur-cnpa.fr](mailto:mediateur@mediateur-cnpa.fr).

Further details on how to file an appeal are available on its website at <https://www.mediateur-cnpa.fr/>.

*Last update of these General Terms and Conditions: February 24th 2025.*

## ANNEX 1 - AMOUNTS FOR REPAIRS and COMPENSATION FOR NON-COMPLIANCE

## 1. REFERENCE AMOUNTS FOR REPAIRS

COMPONENT	Askoll	E-Bike	NIU
Mirrors (Set left-right) New model	6,92 €		
Connector cover pin	25,44 €		
Cooltra central kickstand	86,15 €		
Frame with ring nuts S2	241,07 €		
RH slide	29,02 €		
LH slide	29,02 €		
Central stand axle	40,02 €		
LH footrest with bushing (new version)	10,66 €		
LH footrest with small parts	58,64 €		
Passenger handle assembly	23,69 €		
Sharing rack extension	99,51 €		
Rubber silent block Ø25X20 M6X16	18,95 €		
Front central support	33,76 €		
Upper front support	24,88 €		
Rear shock absorber eS2	55,08 €		
Spring pin Ø3X30	10,90 €		
Seeger ring UNI 7485 Ø14	10,07 €		
Screw 5x20	30,28 €		
Saddle hinge	15,99 €		
Cables protection	10,90 €		
Rear wheel cap (bag 5 PCS)	13,03 €		
PINK clip for self-tapping screw - 50pcs	25,44 €		
eS extension cover	30,21 €		
All Scooter LH stalk front half-bearing	17,18 €		
Scooter saddle cable	15,99 €		
Box + latch for Cooltra kickstand locking	86,48 €		
Scooter Roof Rack Kit (Parrila topcase)	29,69 €		
Screw 4x16 (box 50 PCS)	12,72 €		
Nut M8	10,90 €		
front half-bearing with Magura switch for Cooltra	39,97 €		
Protector baterías Askoll	160,08 €		
Clip for self-tapping screw 40x25x7	10,90 €		
All Scooter RH stalk front half-bearing	13,03 €		
Casing	20,14 €		
Conjunto retenes barras suspensión delantera	19,55 €		
Right spacer	14,81 €		
Spacer on disc side	14,81 €		
Steering series kit	30,80 €		
Scooter rear wheel pin bearings kit assembly	24,88 €		

Scooter complete front rim 16 x 1.6 silver	117,28 €		
Scooter handlebar	82,33 €		
Front wheel pin kit with nut and washer	15,99 €		
Scooter LH knob	23,69 €	3,50 €	
Valve with cap	13,03 €		
Scooter complete rear rim 16"x1.85" black	119,05 €	82,00 €	
Complete front fork	202,57 €		
Steering column + cross	72,26 €		
LH shaft	94,18 €		
Screw M8x35 T40	25,44 €		
Bajo asiento con cableado potencia	193,68 €		
Cooltra power wiring	158,74 €		
Cooltra main wiring	124,98 €		
Horn	21,92 €		
Switch kit with rear brake cable	8,88 €		
Scooter dashboard	100,10 €		
Cooltra electronic control unit	168,81 €		
Scooter tail light assembly	69,30 €	8,00 €	
Saddle lock hook	21,32 €		
RH front turn indicator	49,16 €		
Brake sensor	7,20 €		
LH front turn indicator	48,57 €		
Rear turn indicators	38,50 €		
Torque limiter kit	108,39 €		
E370/B37N tour-pak opening wires	11,85 €		
Battery	867,96 €	552,50 €	
LH stalk S2 w/out Lever	25,47 €		
Tail light	58,05 €	6,00 €	
New version idler pulley unit eS2 from serial number ZNM010200HV001152	110,83 €		
Ignition block cover	13,62 €		
Buzzer OBO 35C1 + connector	14,81 €		
Cooltra top box wiring	48,54 €		
Cooltra tour-pack opening detection sensor	39,97 €		
secondary bridge wiring new version	154,00 €		
RH throttle with knob	24,88 €		
All Scooter Powertrain/Inverter Wiring	65,15 €		
Front half-shell left SX Magura	32,58 €		
Switch SX Magura	21,92 €		
Magura brake switch cap	15,40 €		
Cooltra Black Box	187,17 €		
Display digital	106,33 €		
Complete pump kit	148,67 €		

Front brake master cylinder eS1/2 from scooter serial no. ZNM010200JV004241	46,20 €		
Rear brake cable with barrel and adjustment nut	34,35 €		
Front brake disc	30,80 €		
Front brake hose (JJ Juan)	86,48 €		
eS1/2 front brake tube kit	39,68 €		
Drum brake cam with OR	21,92 €		
Front brake lever kit	13,03 €		
eS1/2 RH front brake lever	56,27 €		
eS3 Rear brake lever	10,07 €		
Shoes ring	30,21 €		
Actuating lever for drum brake with metric screw	14,22 €		
Front brake pads kit - JJUAN	5,76 €		
Brake pads kit sS1/2 from scooter serial no. ZNM010200JV004241	30,28 €		
Brake shoe pin	21,92 €		
Front brake calliper with pads eS1/2 from scooter serial no. ZNM010200JV004241	81,74 €		
Plunger with cap for front brake lever return Scooter	36,72 €		
Disc brake LH stalk front half-bearing	15,40 €		
Calliper spacers	21,32 €		
Magura rear brake switch wiring	21,92 €		
Pump covers kit	41,18 €		
Pump clamp kit	39,97 €		
SF screw M5x16 (box 50PCS)	39,97 €		
Engine support plate	20,73 €		
Motor casing cover	29,02 €		
Motor pin kit with nut and washer	33,62 €		
Kickstand spring hooking pin	13,62 €		
Engine 2.2 KW silence	251,14 €		
Primary belt Poly-V TEM-750J9EL	35,22 €		
Secondary belt 720 SL V2-8 25	49,05 €		
Silent motor 2.7kw	394,92 €		
Driven Pulley	52,83 €		
Cable fijador casco	30,37 €		
Reflector RM-01 A (Amber)	15,40 €		
Reflector RX020-1 (red) E8 025379 with nut	31,98 €		
Saddle lock bracket fastening tab	18,36 €		
Collar	15,99 €		
Dashboard glass with selector buttons - black	29,62 €		
Bag hook	16,73 €		
Saddle hook	21,32 €		

Battery compartment unit with control unit housing	95,25 €		
front fender	71,85 €		
rear fender	60,42 €		
Saddle gasket	22,51 €		
Kit fijación baúl	45,56 €		
Scooter headlight bow	15,99 €		
Small hook spring	15,19 €		
Black under keel / for lower shock	27,84 €		
Lower bumper	30,11 €		
Rack cover with drilling	13,62 €		
Rack with drilling	101,28 €		
B37N tour-pak lock lower/upper part	82,33 €		
Scooter bag hook pin	15,19 €		
Seat cover	30,80 €		
Plastic casing dashboard right or left	26,06 €		
Front shield new sticker Cooltra	82,92 €		
Cooltra BLUE lower shield	71,67 €		
Internal shield	23,69 €		
Front wheelhouse	14,22 €		
Rear wheelhouse	19,55 €		
Plate for license plate	7,11 €		
Foot rest platform	25,47 €		
License plate holder	10,07 €		
Rear mudguard bracket	15,40 €		
Mudguard support	14,22 €		
Battery compartment cover assembly	204,35 €		
Cooltra tour-pak inner mat	31,39 €		
Scooter battery connector door kit	12,72 €		
Givi B37 Blade Tour-pak Reflector kit	90,62 €		
scooter battery handle	10,90 €		
White dashboard panel	70,48 €		
White painted front shield w/dec. 2021	97,09 €		
PRO RH blue worked side panel c / dec. 2021	119,05 €		
PRO LH blue worked side panel c / dec. 2021	127,35 €		
Cover blue right blue dashboard panel	27,25 €		
Lower shield blue cooltra 2021	67,52 €		
B37N tour-pak automatic opening actuator	139,08 €		
Sharing seats	88,25 €		
Passenger seat	87,66 €		
Cooltra Sharing tour-pak	501,09 €		
Central kickstand locking system	346,05 €		
Kit completo serratura scooter	24,88 €		
Adhesive reflector kit for optical sensor	30,21 €		

Rack support stiffening kit, long version	118,46 €		
Key with lock for B37N tour-pak	72,04 €		
RH stalk with lever	30,80 €		
Helmet presence detection sensor	109,58 €		
Kickstand position sensor	151,63 €		
Document holder	15,19 €		
Cooltra Upgraded Complete Locking Kit (Trunk)	270,68 €		
Powertrain eS2/eSPro45 with bearings casing	154,00 €		
Counterflange	30,37 €		
Secondary belt 720 8M 27- eS3 - eSPro70	45,56 €		
Powertrain axle joint	23,10 €		
Inverter assembly 44 pins eS2 with wiring	172,95 €		
Clutch sectors kit (6 pieces)	75,82 €		
New version rear wheel pin from serial number ZNM010200HV001152	47,98 €		
Powertrain pin	18,95 €		
Driven pulley Z63 from serial n. ZNM010200HV001152	39,97 €		
Polea reenvío después de	131,64 €		
Leg Cover	86,52 €		
Top case upper part	131,50 €		
Phoneholder	22,49 €		
Front wheel bearing 6201-RS	5,19 €		
Front Light Bulb	7,04 €		
Brake fluid	24,01 €		
Brake Pads EBC (CHINA)	6,21 €		
Blue license plate	1,15 €		
Primary Belt (Dinamica)	25,61 €		
Secondary Belt (Dinamica)	24,31 €		
Tire repair	16,01 €		
complete scooter	3.606,61€		3.606,61 €
Rear Tire	38,36 €		
Front Tire	35,97 €		
33mm tubeless valve	1,04 €		
Astra AT400	207,64 €		
Multiple reverse connector	25,95 €		
Multiple Astra connector	17,30 €		
Black Box (Telematics)	497,55 €		
Helmet	50,00 €		50,00 €
Complete front brake line	175,41 €		
Labour	45,00 €	45,00 €	50,00 €
Tuition	20,07 €		
Chassis-rear brake clamp (bike)		3,00 €	

Seatpost clamp (bike)		6,00 €	
Steering anti-rotation spring ring (bike)		2,00 €	
Wheel lock (bike)		216,50 €	
Battery cylinder (bike)		5,50 €	
Front brake cable (bike)		1,50 €	
Rear brake cable (bike)		2,00 €	
Front light wiring (bike)		10,50 €	
Rear light wiring (bike)		2,00 €	
Motor-Motor Control Unit Wiring (bike)		13,50 €	
Telematics wiring (bike)		16,00 €	
Chain (bike)		7,50 €	
Wheel tube (bike)		2,50 €	
Spiral Cable Padlock (Python) - bike		8,50 €	
Motor Control Unit protection casing - Blue (bike)		7,00 €	
Plastic seatpost housing bushing (bike)		5,00 €	
Orange reflector/reflector (bike)		1,00 €	
Chassis - Blue (bike)		135,50 €	
Rim tape (bike)		1,50 €	
Cooltra Sticker (bike)		10,50 €	
Gear derailleur (bike)		4,50 €	
Front brake (bike)		27,00 €	
Rear brake (bike)		17,00 €	
Rear fender wiring cover - Translucent (bike)		3,00 €	
Brake cable cover (front/rear) (bike)		1,50 €	
Brake cable guide cover (bike)		0,50 €	
Rubber basket (bike)		3,50 €	
Front fender - Blue (bike)		6,50 €	
Rear fender - Blue (bike)		16,50 €	
Fork - Blue (bike)		68,00 €	
Pedal crankset kit (bike)		13,00 €	
Steering bushing kit (bike)		2,00 €	
Handlebar-steering fixing kit (bike)		15,00 €	
Chain tensioner kit (bike)		4,50 €	
Right lever with support (bike)		12,50 €	
Left lever with support (bike)		12,50 €	
Handlebar with front basket - Black (bike)		36,00 €	
Steering anti-rotation spring (bike)		5,00 €	
Wheel tire (bike)		35,00 €	
Lever with fixings for adjusting saddle height (bike)		6,00 €	
Kickstand with screw (bike)		9,00 €	
Pedals (left/right) (bike)		9,50 €	



Rear wheel sprocket (bike)		3,50 €	
Handlebar stem (handlebar support) (bike)		15,00 €	
Brake cable captive/dog (bike)		0,50 €	
Battery housing cable protection (bike)		3,00 €	
Motor shaft nut anti-theft protector - Blue (bike)		14,50 €	
Front chain protector (bike)		24,00 €	
Rear chain protector (bike)		13,50 €	
Right fist (bike)		3,50 €	
Front wheel with motor (bike)		225,00 €	
Shift selector with cable (bike)		10,50 €	
Pedal sensor - bottom bracket (bike)		37,00 €	
Saddle (bike)		11,50 €	
Battery support - Upper (bike)		35,50 €	
Support with battery connector - Lower (bike)		35,50 €	
Rear light support (bike)		9,50 €	
Front light protector support (bike)		13,00 €	
Telematics (bike)		176,00 €	
Front light female terminal (bike)		0,50 €	
Triangular seat post with clamp (bike)		26,00 €	
Bell (bike)		1,50 €	
Saddle anti-theft screw (long) (bike)		5,00 €	
Seat-post fixing screw (bike)		1,00 €	
Front brake-fork fixing headless screw - M5x10 (bike)		0,50 €	
Battery holder fixing screws - External (bike)		0,50 €	
Battery holder fixing screws - Internal (bike)		0,50 €	
Steering anti-rotation spring ring nut (bike)		0,50 €	
Steering fixing star nut (bike)		1,00 €	
Rear brake clamp fixing nut (bike)		0,50 €	
eBike (bike) Motor Control Unit		121,50 €	
Front fender fixing rod (bike)		1,50 €	
Complete bike		1.990,00 €	
Wire harness assembly			64,03 €
Front Wheel Hall Sensor			8,87 €
Headlight			40,66 €
Left turn signal lamp assembly			4,10 €
Right turn signal lamp assembly			4,10 €
Rear tail lamp			21,20 €
Front brake assembly			46,68 €
Front brake disc			11,24 €
Rear brake assembly			52,86 €
Rear brake disc			9,00 €
Front tire			39,61 €

Rear tire			41,40 €
Front Alloy wheel			36,02 €
Central Stand V3			10,58 €
Strengthened Rear seat pedal (left)			5,74 €
Strengthened Rear seat pedal (right)			5,74 €
Front fork assembly			72,12 €
N-GT Rear shock absorber			10,28 €
Rear bottom fork (Left)			25,78 €
Rear bottom fork (Right)			25,78 €
Handlebar			5,21 €
Right side Panel (Felyx)			11,87 €
Rear left handrail			7,89 €
Rear right handrail			7,89 €
Saddle assembly			28,77 €
Floor Mat			10,05 €
Tail box reinforced holder			28,27 €
Panasonic 60V32Ah Lithium battery pack BD			1.033,34 €
Rear disc brake Top Fluid Reservoir			15,20 €
Front disc brake Lower Fluid Pump			17,54 €
Rear disc brake Lower Fluid Pump			18,80 €
Front disc brake fluid tube			9,00 €
Rear disc brake fluid tube			14,63 €
Front shock absorber (Left)			21,53 €
Front shock absorber (Right)			21,53 €
Saddle covering skin			5,05 €
Steering column (without shock absorber)			33,40 €
Motor (1500W)			225,22 €
Dashboard windshield			5,46 €
Front glove compartment			9,77 €
Front panel (Felyx)			11,21 €
Left side panel (Felyx)			12,00 €
Front Fender (Felyx)			14,48 €
Left body panel (Felyx)			20,45 €
Phone Holder			12,14 €
Front left panel (Felyx)			12,25 €
Electric tail box 40L			73,97 €
Right body panel (FreeNow)			21,76 €
Rear tire 12x120/70 diffusion			29,76 €
Front tire 12x90/90 diffusion			27,72 €

Although most of the parts that can be invoiced in the event of an accident are already listed, Cooltra/felyx reserves the right to invoice other parts that are exceptionally necessary to carry out a repair.

In the calculation of repairs, in addition to the cost of each part detailed in the table above, the hourly rate of the persons working on the repairs is applied at a cost of €45.00- €50.00.

All these amounts include the corresponding VAT.

## 2. COMPENSATION FOR NON-COMPLIANCE

Concept	Spain	Portugal	Italy France Belgium The Netherlands
Compensation for breach of traffic regulations	25 €	10 €	30 €
Compensation for the relocation or recovery of the vehicle in a depot due to non-compliance with parking regulations.	25 €	30 €	30 €
Compensation for failure to meet payment obligations.	25 €	30 €	30 €
Compensation for non-compliance with parking in a geofence*	124 €	150 €	150 €
Compensation per transaction.	0,25€-1,90€	0,25€-1,90€	0,25€-1,90€

\* Maximum amount calculated based on 2 technicians travelling to recover the vehicle, number of kilometres travelled and tolls.

## 3. PENALTIES

Concept	Amount
Repeated bookings without actually starting the ride	€50
Transfer of Cooltra/felyx account and login details to unauthorised persons or persons outside the Service.	€100
Driver without documentation or valid licence	€150
Leaving the vehicle without first ending or pausing the ride	€150
Parking a vehicle in a private car park, restricted access car park, temporary restriction or off-street parking	€250
Failure to report loss or theft of the vehicle during the rental period	€250
Incorrect or improper parking	€50
Lack of or inaccurate parking photograph	€25
<i>Fermo amministrativo</i> (IT)	€500
Returning the Vehicle or any of its accessories dirty	€60

City towing expenses, which is borne by Cooltra/felyx and passed on to the user, is (depending on the city in which the offence is committed):

Country	City	Municipality	Timetable	E-bike	Moped
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SPAIN	BARCELON A	St. Feliu de Llobregat	Working day and daytime		83,00€
			Holiday or nighttime		98,90€
		Esplugues de Llobregat	Working day and daytime (8-21h)		102,30€
			Holiday or nighttime (21-08h)		136,40€
		Sta. Coloma de Gramanet			32,00€
		St. Adrià de Besós		28,93 €	57,85€
		Badalona			36,47€
		St. Just Desvern	Working day and daytime (06- 22h)	61,61 €	61,61€
			Holiday or nighttime (22 -06h)	76,48 €	76,48€
		L'Hospitalet de Llobregat	Working day and daytime (06-22h)	9,86 €	44,08€
			Holiday or nighttime (22 -06h)	12,46 €	52,44€
		Barcelona		51,00 €	77,00€
		Puerto de Barcelona		30,00 €	
	MADRID	Madrid		60,40 €	60,40€
	SEVILLA	Sevilla	Daytime (08-22h)	23,48 €	61,75€
			Nighttime (22-08h)		92,63€
	VALENCIA	Valencia			37,98€
		Burjassot	Daytime (08 a 23.59h)		45,00€
			Nighttime (00-08h)		50,00€
		Mislata	Working day and daytime (06 -22h)		88,00€
			Holiday or nighttime (22-06h)		92,00€
		Alboraya			70,00€
BELGIUM	BRUSELAS	Brussels	Working day and daytime (07-19h)		245,00€
			Holiday or nighttime (19-07h)		350,00€
THE NETHERLANDS	BRABANTE	Breda			218,23€
		Den Bosch			300,82€
		Tilburg			75,00€
	GRONINGEN	Groningen			145,00€
	GÜELDRES	Nijmegen			214,80€
	HOLANDA	Amstelveen			150-400€
		Bloemendaal			132,13€
		Den Haag			306,00€
		Diemen			250,00€
		Schiedam			203,00€
		Wassenaar			84,03€
		Zandvoort			210,35-241,90 €
		Zwanenburg			150-400 €
		Haarlem			210,35-241,90 €
		Hoofddorp			157,00€

		Rotterdam			20,00€
	OVERIJSEL	Zwolle			137,50€
		Enschede			59,00€
FRANCE	PARIS	Paris			60,00€
ITALY	MILANO	Milano	Working day and daytime		160,00€
			Holiday or nighttime		190,00€
	ROMA	Roma			190,00€
	TORINO	Torino	Working day and daytime (08- 20h)		77,00€
			Holiday or nighttime (20- 08h)		100,00€
PORTUGAL	LISBOA	Lisboa			47,00 €

The penalty for failure to notify a claim (with or without a third party), failure to send a accident report when there is a third party involved or incomplete information on the claim within 48 hours of the claim will be 250€.

In addition to the above amounts and concepts, it should be noted that:

- Driving under the influence of alcohol or drugs is punishable by suspending the User's account for a period of 8 months.
- The penalties established will be charged without prejudice to the penalties applied, which will be charged separately, by the public administration or banking institution, depending on their nature.

## **ANNEX 2 - SERVICE USE REGULATIONS**

### **1. INTRODUCTION TO THE SERVICE AND PURPOSE**

1.1. These Regulations, which are incorporated in reference to the General Terms and Conditions, define the processes, conditions and obligations of the User in relation to the use of the shared rental and individual transport service using Cooltra/felyx electric vehicles. You must read these regulations before registering as a user, and that you consult it every time as necessary or if you have doubts, while you continue to be registered or continue to use the service provided by Cooltra/felyx.

1.2. The service provided by Cooltra/felyx allows you to rent vehicles and use them to move around the cities or geographical areas defined in the App, paying only for the minimum block of time purchased, whether minutes or other subscriptions as specified in the App. To this end, we provide you with a system with no fixed parking spaces for Vehicles, where you can reserve, start and return a Vehicle at any location within the service area.

To use the Service you must download the Cooltra/felyx App, available for iOS, Android and compatible with the App.

### **2. BOOKING, START AND END OF SERVICE**

2.1. Each Service is considered started when you select "RESERVE" and finished when you select "END" on the App downloaded on your mobile device. The Vehicle is considered in use when you select "START" and at that moment you start paying for the Service.

### **3. RULES FOR USING THE VEHICLE**

3.1. You must use and drive the Vehicle in accordance with the basic driving and traffic rules in force in each city, and in accordance with the specifications of use described in these Regulations.

3.2. The Vehicle will be parked according to the instructions detailed in the section PARKING THE VEHICLE of this Annex.

3.3. It is permitted to carry one (1) passenger on scooters and the maximum permissible weight of the total load is one hundred and fifty (150) kg.

3.4. When booking a Vehicle, and throughout its use, you must ensure that the battery has sufficient autonomy to allow the Vehicle to be returned to one of the geographical areas provided for this purpose at the end of the rental period, whatever the battery charge level at the beginning of the rental period was or the rate at which the battery is discharged during the rental period.

It will be your responsibility if you leave a vehicle without battery outside the permitted geographical area and Cooltra/felyx reserves the right to apply the corresponding penalties set out in Annex 1.

3.5. The Vehicle may only be driven by a registered User who is using their own account, logged in with their User ID and password, which are personal and non-transferable.

3.6. You must keep the Vehicle properly parked and guarded while it is under your use and, if necessary, keep it locked when you are absent, selecting the "PAUSE" option in the App.

3.7. It is expressly prohibited to assign, rent, sell or otherwise provide the following as guarantee the vehicle, personal access to the Cooltra/felyx App, equipment, tools and/or accessories of the vehicle and/or any part or piece thereof, or treat the above in a way that may cause damage to Cooltra/felyx.

3.8. As a Cooltra/felyx User you are responsible for finishing your trip leaving the vehicle and its accessories in perfect condition and without soiling it, in case of not doing so Cooltra/felyx reserves the right to apply the penalties provided for in Annex 1.

3.9. You will stop the Vehicle as soon as possible when, while in motion, the instruments indicate or any of the tell-tales that detect an anomaly in the operation of the Vehicle. In this case, you must immediately contact Cooltra/felyx Customer Service through the channels provided in the App. No charges will be accepted on behalf of any assistance company, except when previously and expressly authorised by Cooltra/felyx.

3.10. It is not allowed to transport the vehicle on board any other type of transport, unless expressly authorised by Cooltra/felyx.

3.11. The documentation of the vehicle must always be kept inside the vehicle.

3.12. You agree not to use the Vehicle and not to let the Vehicle be used in the following cases:

- a) Paid transportation of passengers.
- b) Pushing or towing any other vehicle or object, rolling or not.
- c) Participating in competitions, official or not, as well as performing resistance tests of materials, accessories, or products.
- d) Driving the vehicle under the influence of alcohol, narcotics, or any other narcotic substances.
- e) Transporting goods that violate the Law or the legal provisions in force, or for illicit purposes.
- f) Transporting more passengers than the number authorised and indicated on the vehicle's registration certificate and/or the vehicle's inspection certificate.
- g) Transporting goods with a weight, quantity and/or volume greater than that authorised in the vehicle registration certificate and/or the vehicle's inspection certificate.

- h) Transporting flammable and/or dangerous goods, as well as harmful toxic and/or radioactive products.
- i) Transporting live animals.

#### **4. LOCATION**

- 4.1. All vehicles are geolocated by GPS signal and can be located and identified by the user through the Cooltra/felyx App.
- 4.2. When you click on the vehicle indicated on the map, and before pressing the "RESERVE" button, you must check its battery range and see if it is enough to complete the desired route.

#### **5. BOOKING**

- 5.1. There is a maximum period of time that will be informed in the App from the time you make the reservation on the App (which is free of charge) until you arrive at the vehicle and start your trip.
- 5.2. If you do not "START" the ride within this period of time, the reservation will expire and you will not be charged. You also have the option to cancel the booking if you decide not to use the vehicle.
- 5.3. It is forbidden to make repeat bookings without using the vehicle, it is classified as a Serious Breach in the General Contract Terms and Conditions and Cooltra/felyx reserves the right to penalise you in accordance with the penalties set out in Annex 1.

#### **6. ACCESS AND START UP**

- 6.1. When you get to the vehicle, you must press "START" in your Cooltra/felyx App to unlock the vehicle. In the case of bicycles, you can then remove the chain and, for your safety, we recommend that you tie it back around the saddle. The Vehicle will be unlocked and ready for use.
- 6.2. The scooters have two helmets. You will be able to access the compartment where they are located through the App, or by pressing the physical button on the scooter or top case, depending on the Vehicle model. The User is required to verify that both approved helmets are present when accessing the vehicle. If these helmets are missing, he or she should immediately notify Cooltra/felyx via the tool provided in the App. He or she also undertakes not to use the Vehicle without wearing an approved helmet.



In addition, the User will have to equip himself/herself with a pair of gloves, which are not provided by Cooltra/felyx, in order to use the Service.

In France, the User recognises the essential nature of the above-mentioned safety equipment and therefore undertakes to equip himself/herself with it in accordance with these General Terms and Conditions and with articles R4 131 to R4 131 11 of the Highway Code.

As the obligation to wear the appropriate safety equipment is the User's sole responsibility, the User may not hold Cooltra/felyx liable for any damage, fines, or other prejudice of any kind in connection with a total or partial failure to wear the mandatory equipment.

6.3. When you lower the scooter from its stand and press "START", the Vehicle panel will power up, indicating that you can start riding.

6.4. While the stand is down and the scooter is on the stand, the scooter will not start. The stand must be removed before you can start up the scooter and drive off. Attention should be paid that the vehicle makes no noise when starting up.

6.5. Before using the Vehicle, it is advisable to carry out a brief check of its physical condition and, if you identify any anomaly (damage to the bodywork, wheels, helmets, abnormal Vehicle noise, lights malfunctioning, etc.), before using the Vehicle report it to Customer Service through the channels provided in the App.

Cooltra/felyx asks the User not to drive the vehicle, depending on the nature of the malfunction identified, given the potential risk that it represents for himself/herself, other users of the service, and third parties.

6.6. Before the end of the rental period, pauses can be made without allowing the vehicle to be taken by third parties. Pressing the "PAUSE" button on the App will lock the Vehicle but will not end the Service, so that the minutes will continue to be invoiced according to the rate applicable at that moment.

## **7. PARKING THE VEHICLE**

7.1. Before starting your ride, you should check in the App the map of the area in which Cooltra/felyx allows you to finish your ride.

7.2. If the Vehicle is not a bicycle: Once you have finished the ride, you must park correctly and put the vehicle on the stand.

You agree to park the Vehicle in a manner that does not impede pedestrian or vehicular traffic, that protects the Vehicle from damage, and that allows any subsequent user to collect the Vehicle for hire. Incorrect or improper parking of the Vehicle will result in the penalties set out in Annex 1.

You must also make sure that both helmets are in their compartment, that the compartment is securely closed, and that all other accessories and documents belonging to the Vehicle are in

order, clean and in place. Failure to comply with these rules will also result in the penalties indicated in Annex 1.

When the App prompts you to do so, you must take a photo of the vehicle parked properly, so that the entire vehicle and its registration number are clearly visible, as well as the surroundings of the place where it has been parked. and upload it to the App. This way it will be recorded, and you will be able to prove, in case of doubt, that you complied with your obligation to park your vehicle correctly. Failure to take the indicated photograph of the vehicle after parking or in the event that the photograph is not in accordance with this paragraph Cooltra/felyx reserves the right to apply the penalties provided for in Annex 1.

7.3. If the vehicle is a bicycle: you may only park in areas specifically designated for this purpose and permitted by the local regulations of the relevant city. Once there, you must put the bicycle chain around the public "bike rack" (for example, in Barcelona the inverted "U", the ones with an "O" shape, etc.) and press "END RIDE" on the App. When the App prompts you to do so. Then take a photo of the bike parked properly, so that the bike identifier is clearly visible, and upload it onto the App. This way it will be recorded, and you will be able to prove, in case of doubt, that you complied with your obligation to park your vehicle correctly.

7.4. You will not be able to end the Service outside the Cooltra/felyx service area (indicated with a different colour in the App), although you will be able to be in "PAUSE" mode outside this area. You will also not be able to end the Service in a private, closed car park, which is not on a public road, which is marked with a temporary restriction or where the GPS signal of the vehicle cannot be detected. Failure to comply with this rule is classified as a Serious Breach in the General Terms and Conditions and will be penalised according to the table set out in Annex 1.

7.5. You are responsible for the correct parking of the Vehicle at the end of its use, and therefore you are also responsible for any penalties resulting from such parking and will be liable for them. To avoid possible penalties, remember to scrupulously comply with the local parking rules and regulations, which are listed in Annex 1.

7.6. In the "My rides" section of the App you can check the details of your rides.

## 8. CLEANING AND PERSONAL ITEMS

8.1. You must leave the vehicle clean and in the same condition in which you found it.

8.2. Personal items found inside must be reported to Customer Service, who will take care of them until they are claimed. However, Cooltra/felyx is not responsible for items left inside the vehicle.

8.3. Any damage suffered by the User's phone due to its placement in the phone holder will not be Cooltra/felyx's responsibility. The User expressly waives any claim for this concept.

## 9. BREAKDOWNS AND VEHICLE MALFUNCTION

9.1. If you detect a breakdown or vehicle malfunction, you must contact the Customer Service through the channels provided for this purpose in the App and do not leave the vehicle under any circumstances, unless expressly authorised by Cooltra/felyx.

## 10. ACCIDENTS

10.1. In the event of an accident during the use of the vehicle, you must contact Cooltra/felyx Customer Service as soon as possible through the channels provided for this purpose in the App and describe the type of accident, the damage suffered by the vehicle, and provide the exact address of the accident, in addition to filling in the Accident Report, which you must send to Cooltra/felyx immediately.

10.2. Cooltra/felyx will decide whether it is necessary to send an operator to the place of the accident and whether you should remain there until they arrive.

10.3. Failure to report an accident, late communication, wrong or incomplete information or refusal to provide the information required for subsequent processing with the insurer will be penalised according to the penalty table available in Annex 1.

## 11. THEFT AND ACTS OF VANDALISM

11.1. In case of theft, robbery, vandalism, or damage to the vehicle during use, you must immediately contact Cooltra/felyx Customer Service through the channels provided for this purpose in the App and provide your exact location and description of the facts. You must also file a report with the relevant authorities and forward the report to Cooltra/felyx.

11.2. Cooltra/felyx will decide whether it is necessary to send an operator to the place of the accident and whether you should remain there until they arrive.

## 12. PROMOTIONAL CODES

12.1. The use of promotional codes created for specific Cooltra/felyx actions will be governed by the following rules:

- a) All promotional codes are personal, non-transferable and for single use per User. You will not be able to enter the same code more than once.
- b) Each promotional code has a specific validity indicated in advance. In case of expiration, the code can no longer be entered into the User's account.
- c) The promotional credit may vary according to the code to which it refers.

- d) Promotional codes cannot be combined unless expressly stated otherwise.
- e) Promotional codes may expire either due to expiry, i.e. they will have a deadline for redemption, or because they will be limited to a certain number of uses and once this number has been reached, the code can no longer be redeemed. On each occasion we will inform you which circumstance applies and if it is not specified, the circumstance that occurs first will apply. Promotional registration codes can be entered during the registration process. Subsequently, and for a limited period of time, seven (7) days, it will also be possible to "redeem" them, only through the App.
- f) There are the following types of promotional codes:
  - *Promotional registration codes*: can only be used by new Users, who may enter them during the registration process or within seven (7) days after registration, provided that no so-called "registration" codes have been used previously.
  - *General promotional codes* are for new Users and previously registered Users.
    - *Referral promotional codes*: its operation and explanation will be reported through the App. For the Referring User: allow friends to be invited to register, so that they have credit or discount to try the Service. When the referred User takes their first trip, the credit or discount from the referral Promotional Code will be credited to the referral User's account to be deducted on future trips.
    - For the referred User: allows new Users to enter a referral code, which will give the referred User credit or discount. This reference code must be redeemed within a maximum period of 7 calendar days from registration, although it cannot be used until the account is activated and is not compatible with other registration codes.  
It should be noted that this type of promotional code is also considered a "registration code".
- g) *Promotional discount codes*: these codes can be redeemed by any user and will grant a discount percentage that will be informed through the App in each case. The expiration of these codes will be given either by exhausting the number of units or by reaching the expiry date of this. These codes always have a credit limit, i.e. when X€ is reached, the discount will cease to apply and the price per minute will be that of the user's usual rate.
- h) Credit obtained through a promotional code does not expire, unless otherwise stated, and will be deducted as the Service is used.
- i) The credit obtained through a promotional code can be used in all cities where the Service is provided or, failing that, and if so, indicated in the terms and conditions of the Service, only in one or more cities.
- j) Your credit cannot be used as real money for any purchase or payment within the App. Nor can their equivalent value in legal tender be claimed.

12.2. Cooltra/felyx reserves the right to cancel the credit obtained through a promotional code if it is suspected that it has been misused.

*Last update of these General Terms and Conditions: February 24th 2025.*