



©Steppi S.L.
Carrer de Sant Pau 1
46002 Valencia
info@steppi.eu
www.steppi.eu

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General Terms and Conditions

Steppi S.L., a subsidiary of PWRDBYPI S.L., operates as a rental service specializing in electric scooters. We offer daily and monthly rental options and tours to both individuals and businesses.

Our headquarters are located at Carrer de Sant Pau 1, Valencia, and we are registered under NIF PROVISIONAL B446775540.

Definitions

In these general conditions, the following words have the meanings indicated behind them, unless the context indicates otherwise:

Subscription: the agreement between Steppi and the Renter for the use of the scooter by the Renter and any other agreement between Steppi and Renter.

Durable Data Carrier: means any tool - including e-mail - that enables a renter or Steppi to store information addressed to him, personally, in a way that allows future consultation or use for a period appropriate to the purpose for which the information is intended, and that allows unchanged reproduction of the stored information.

Member/ hirer: any natural person or legal entity that Steppi takes out with a subscription.

Rent/ subscription: The amount owed by the Member to Steppi for the use of Steppi services provided pursuant to a Subscription.

Scooter/ Step/ kick scooter/ E-step/ Patinetes: e-scooter or e-kick made available by Steppi to the Member under a Subscription for use by the Member in accordance with these General Terms and Conditions.

Steppi: the company Steppi S.L., established at Carrer de Sant Pau 1, in Spain and registered under NIF PROVISIONAL B446775540

1. Applicability

1. These general terms and conditions apply to any offer made by Steppi and to any agreement concluded between Steppi and a member.
2. Before the agreement is concluded, the text of these general conditions shall be made available to the member electronically in such a way that it can be easily stored by the hirer on a durable data carrier.
3. Agreements made between Steppi and the hirer in derogation of, or in addition to, these general conditions and the agreement are valid only if they are expressly confirmed in writing by e-mail by an authorized representative of Steppi.

2. Offer

1. Obvious mistakes or obvious errors in the offer of products, digital content and/ or services do not commit Steppi.
2. Each offer contains such information that it is clear to the renter what the right and obligations are, which are connected to the acceptance of the offer.

3. Agreement

1. The agreement comes into being at the moment of acceptance by the hirer of the offer and the fulfilment of the conditions set thereby.

2. If the consumer has accepted the offer electronically, Steppi will immediately confirm receipt of acceptance of the offer electronically.

4. Monthly Subscription/ rental

1. For all subscriptions offered by Steppi, an initial term of 1 month applies, unless otherwise agreed. After this period the subscription is tacitly renewed for a period of 1 month.
2. If the renter changes the subscription to another subscription, then again, an initial contract period of 1 month applies, unless the renter upgrades the subscription.
3. The hirer will be provided with a scooter for the duration of the subscription.
4. The scooter will be delivered with a charger, battery and helmet.
5. Customers are required to purchase a lock with a monthly subscription. This costs 10 euros per month.
6. Theft insurance is available for an additional €30 per month. Please refer to the requirements outlined in the footer of our website or under the 'Theft Insurance' section of this document.
7. The subscription entitles the hirer to use the scooter as well as the aftercare. This means:

Repairing the scooter free of charge if there is a defect caused by wear and tear and use. Examples of such defects are broken lights, ineffective brakes, loose battery, etc. After evaluation of Steppi we will decide if there is a defect and if necessary, exchange the scooter for free. Wear and tear and damage caused deliberately by recklessness do not fall under free repair.

8. In case the scooter shows a defect as mentioned in paragraph 5, the renter can request a repair via the Steppi App or support@steppi.eu. Steppi will try to respond to the request within 3 working days. Please note that any costs associated with repairs, damages, or theft will be the responsibility of the hirer. For further details, please refer to Articles 13 and 14.

5. Daily rental

1. All rental options offered by Steppi are subject to an initial term of 1 day, unless otherwise agreed.
2. The hirer will be provided with a scooter for the duration of the rental period.
3. The scooter will be delivered with a charger, battery and an optional lock for an extra €5 euro per day.
4. Theft insurance is available for an additional €7,50 per day. Please refer to the requirements outlined in the footer of our website or under the 'Theft Insurance' section of this document.
5. The subscription entitles the hirer to use the scooter.
5. In the event that the scooter exhibits a defect, the renter has the option to request a repair through the Steppi App or by sending an email to support@steppi.eu. Steppi will make every effort to respond to the request within three working days. Please note that any costs associated with repairs, damages, or theft will be the responsibility of the hirer. For further details, please refer to Articles 13 and 14.

Theft insurance Steppi

- 1 **Optional theft insurance:** when renting a scooter, you can choose to add Steppi's theft insurance for €7.50 per day and €30 per month.
- 2 **Instructions:** Before using the e-scooter, we will provide clear instructions on the correct use of the lock. Always handle the e-scooter with care, and ensure correct usage of the lock.
- 3 **Picture verification:** It's important to take a picture of the attached e-scooter each time you lock it, both for verification and potential reporting purposes.
- 4 **Own risk:** To share responsibility and keep the cost of the theft insurance as low as possible, we apply a €50 own risk for your standard model Steppi e-scooter and a €100 own risk for your Steppi Pro model e-scooter in case of theft. Without theft insurance, the cost is €450 for a standard Steppi e-scooter and €650 for a Steppi Pro e-scooter in case of theft.

* Note: If all requirements are not met, the insurance does not apply.

6. Monthly Conditions for subscription

1. The renter must be in possession of a credit card or SEPA bank account number.

2. The scooter is exclusively for personal use of the renter.
3. The renter is responsible for the care of the scooter. If Steppi is of the opinion that the renter is in default, misuses the scooter and/or service offered, intentionally provides incorrect information or is otherwise no longer able to fulfill the obligations, Steppi is entitled to seize the scooter.
4. It is not allowed to use the scooter outside the borders of the country in which the renter of the scooter is located during the subscription period.
5. The use of the scooter is entirely at the risk of the member/ hirer. This includes any potential accidents, collisions, or personal injuries that may occur during the rental period. The member/ hirer assumes full responsibility for their own safety and any associated risks.
6. To avoid incidents of loss, theft and damage, the scooter must always be locked with the lock supplied with the scooter. It is important to lock the scooter using the triangle-shaped opening on the scooter's frame.
7. The hirer is personally responsible for compliance with the general conditions.
8. The hirer is not entitled to make changes to the scooter that cannot be removed from the scooter without damage.
9. The hirer is obliged to always display the logo of Steppi visibly on the scooter.
10. The scooter always remains property of Steppi. The renter is not allowed to establish or grant any (security) right on the scooter for a third party.
11. The renter is responsible for timely notification of changes in the data known to Steppi, such as a changed address and changed payment information.

7. Daily Conditions for subscription

1. The scooter is exclusively for personal use of the renter.
2. The renter is responsible for the care of the scooter. If Steppi is of the opinion that the renter is in default, misuses the scooter and/or service offered, intentionally provides incorrect information or is otherwise no longer able to fulfill the obligations, Steppi is entitled to seize the scooter.
3. It is not allowed to use the scooter outside the borders of the city and country in which the renter of the scooter is located during the subscription period.
4. The use of the scooter is entirely at the risk of the member/ hirer. This includes any potential accidents, collisions, or personal injuries that may occur during the rental period. The member/ hirer assumes full responsibility for their own safety and any associated risks.
5. To prevent loss, theft and damage, the scooter should always be locked with a lock approved by Steppi. Steppi rents out locks at an additional cost.
6. The member/hirer is personally responsible for compliance with the general conditions.
7. The member/hirer is not entitled to make changes to the scooter that cannot be removed from the scooter without damage.
8. The member/hirer is obliged to always display the logo of Steppi visibly on the scooter.
9. The scooter always remains the property of Steppi. The member/ hirer is not allowed to establish or grant any (security) right on the scooter for a third party.
10. The member/hirer is responsible for timely notification of changes in the data known to Steppi, such as a changed address and changed payment information.

8 Termination of daily and monthly subscription

1. The member/hirer may terminate the subscription monthly after the initial term, provided that the hirer has no outstanding invoices. From the day the written termination is received by Steppi, the subscription will continue for one month.
2. If the renter returns the scooter within the month before the rental period ends, a fee of €2.50 per day will apply for each day the scooter is brought back early.
3. The member/hirer of the daily subscription will return the scooter at the end of the agreed day before 20:00. If the scooter is not transferred to Steppi (without legitimate reason), the renter is in default and Steppi will report the theft by the hirer. The hirer will also owe a fine (Table 1), to be increased by the costs involved in retrieving the scooter and any additional costs.

4. After termination, the hirer has the right to use the scooter until the day (20:00) the subscription ends and the obligation to pay the cost of the subscription.
5. After the monthly subscription ends, the member will return the product to Steppi within 3 working days.
6. After the daily rental ends, the member will return the product to Steppi before 20:00.
7. The member, Hirer shall send or hand over the product with all delivered accessories (charger, battery, lock, instructions for use and (Warranty Conditions), if reasonably possible in original condition and packaging, and in accordance with the instructions provided by Steppi.
8. The risk and burden of proof for the correct and timely exercise of what is mentioned in paragraph 3 & 4 lies with the Hirer.
9. The hirer bears the direct costs of returning the product.

Table 1: Compensation amount per type of subscription

Subscription Type	Determined fine
Steppi Daily	€ 450
Steppi Monthly	€ 450
Steppi Daily Pro	€ 650
Steppi Monthly Pro	€ 650

9. Prices

1. During the subscription, the prices of the products offered will not be increased, except for price changes due to changes in VAT rates.
2. In contravention of the preceding paragraph, Steppi may offer products whose prices are subject to fluctuations in the financial market over which the entrepreneur has no influence, at variable prices. This link to fluctuations and the fact that any prices mentioned are target prices, are mentioned with the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if Steppi has stipulated it and:
 - A. they are the result of statutory regulations or provisions; or
 - B. the hirer has the power to terminate the agreement with effect from the day on which the price increase takes effect.
5. All amounts mentioned by Steppi are inclusive of VAT.

10. Fulfillment of agreement

1. Steppi guarantees that the scooters provided meet the terms of the agreement, including the specifications stated in the subscription. They also adhere to the necessary standards of reliability and usability. This ensures that the scooters are in compliance with applicable laws and regulations at the time the agreement is executed.
2. In any event, no claim under paragraph 1 of this article can be made (i) in the event of damage caused intentionally or through negligence and/or (ii) in the event of damage caused by failure to comply, or failure to comply properly, with the instructions for use or user regulations.
3. Steppi has the right to terminate the agreement in whole or in part with immediate effect by means of a written notification to the hirer, if:
 1. The member/hirer is in default of its obligations under the agreement;
 2. The member/hirer has applied for a (provisional) suspension of payments or is granted a (provisional) suspension of payments:

4. Steppi has the right to terminate the agreement in whole or in part with immediate effect by means of a written notification to the hirer, if:
 3. The member/hirer is in default of its obligations under the agreement;
 4. The member/hirer has applied for a (provisional) suspension of payments or is granted a (provisional) suspension of payments;
 5. The member/hirer has filed for bankruptcy or is declared bankrupt;
 6. The lessee is placed under guardianship or is admitted to the debt rescheduling scheme for natural persons;

11. Execution of Agreement and Pickup

1. Steppi will handle orders for products and evaluate service applications with the utmost care. The rental steps must be picked up by the hirer; we do not offer home delivery or any other type of delivery service, unless exceptional circumstances warrant it. In such cases, the following conditions apply:
 - a. If Steppi agrees to deliver the rental steps, it should be noted that Steppi is not responsible for delivery times or any other consequential matters related to delivery. The hirer acknowledges that any delivery service provided by Steppi is solely for convenience and does not establish a contractual obligation on Steppi's part.
 - b. The pickup location for the rented items is the address provided by the hirer. The hirer is responsible for providing accurate address and email information to Steppi. Any changes to this information must be promptly communicated to Steppi. If the hirer provides an incorrect pickup address, any additional costs incurred due to redirection or transportation will be borne by the hirer.
2. Product availability is subject to stock levels. Ownership of the delivered products remains with Steppi and does not transfer to the renter.
3. Steppi will have the rental steps ready for pickup within 3 working days, unless a different timeframe has been mutually agreed upon. If the rental steps are not ready for pickup within this timeframe, the hirer will be notified the same day. In such cases, the hirer has the right to cancel the agreement without incurring any costs.
4. Upon agreement cancellation in accordance with the previous paragraph, Steppi will promptly refund the amount paid by the hirer.
5. The risk of damage and/or loss of products remains with Steppi until the time of pickup by the hirer or a designated representative, unless otherwise expressly agreed.
6. Please note that any exceptional delivery service provided by Steppi does not absolve Steppi of its disclaimer regarding delivery times or other important matters related to delivery.

12. Payment

1. Steppi S.L. operates a payment system to collect rental fees for both daily and monthly orders. Daily rental orders are charged based on the specified rental duration and are processed through our payment system, which accepts credit cards, iDEAL, Bancontact, and other payment methods. We also provide a pin device for in-person payments.
2. For monthly rentals, payments are automatically deducted from the hirer's credit card or through iDEAL, unless alternative payment methods have been arranged. In the case of credit card payments, the rental fees are automatically debited on a monthly basis. For other payment methods, the hirer will receive an online payment link to be settled within 1 to 3 days before the end of the month.
3. Steppi is not responsible for informing the renter of the monthly debit.
4. Because Steppi uses direct debit for subscriptions, the Hirer has the option to reverse a debit. Steppi points out that an unauthorized reversal involves costs (€7.50 to €10 administration costs). Steppi therefore asks you not to reverse the payment, but to contact support@steppi.eu if you do not agree with a debit.
5. If the direct debit cannot succeed or is wrongly reversed, the member/hirer is legally in default. Member/ hirer will receive a reminder to pay the amount due within 14 days. If the amount due is not paid within one month, Steppi may engage a collection agency. All administration and extrajudicial collection costs shall be borne by the renter.
6. When the member/hirer makes an online payment, an administration fee will be charged for this. These costs will be deducted from the paid deposit. The prices are shown below:

iDeal - €1.00
Credit card - 1.8% + €1.00
Bank contact - €1.00
Giropay - 1.4% + €1.00
All other payment methods - 1.8% + €1.00

We strive to provide a convenient and secure payment experience for our customers. If you have any questions or concerns regarding the payment process, please don't hesitate to contact our support team at support@steppi.eu.

13. Damage

1. The member/hirer is obligated to report damage to the scooter and/or accessories, caused by vandalism, to Steppi within 24 hours.
2. In case of damage, the hirer can request a repair via the app or support@steppi.eu. The repair costs in this case will be borne by the hirer.
3. In case of damage caused by (co-)fault of a third party, the hirer/member is obliged to provide Steppi with the contact details of this third party and a situation sketch signed by both parties. If no contact details of the third party are provided, the damage will be charged to the member/hirer. If it is not possible to charge the damage from the third party, the damage will be charged from the member/hirer. Table 2 shows the excess per subscription. The excess must be paid within 14 days after being invoiced

Table 2: Excess amount per type of subscription

Subscription type	Established own risk
Steppi Daily	€ 450
Steppi Monthly	€ 450
Steppi Daily Pro	€ 650
Steppi Monthly Pro	€ 650

4. In case of damage, functional problems and malfunctions of the scooter, the user should report this to Steppi immediately. Based on the information given by the user an assessment will be done. After the assessment Steppi can exchange the scooter for a new one or request to deliver the scooter to a collection point. Steppi has the right to charge the user for damages caused by the user or third parties (all forms of vandalism included), water damage or theft equal to the value of the scooter with an additional handling fee. Wear and tear caused by normal use is not the responsibility of the user.

- In case of damage of the scooter the renter is obliged to report this within 24 hours to Steppi via the app or support@steppi.eu. Subsequently, the hirer together with Steppi to report and all supplied accessories (scooter, charger, battery, lock, instructions for use and warranty provisions), if reasonably possible, to hand over to Steppi.

14. Theft or loss of a scooter

- In case of theft or loss of the scooter the renter is obliged to report this within 24 hours to Steppi via the app or support@steppi.eu. Subsequently, the hirer together with Steppi to report and all supplied accessories (charger, battery, lock, instructions for use and warranty provisions), if reasonably possible, to hand over to Steppi.
- The hirer is liable for an excess in the above case. This differs per type of subscription. Table 3 shows the excess per subscription. The excess must be paid within 14 days after being invoiced

Table 3: Excess amount per type of subscription

Subscription type	Established own risk
Steppi Daily	€ 450
Steppi Monthly	€ 450
Steppi Daily Pro	€ 650
Steppi Monthly Pro	€ 650

- The renter will receive a replacement Step after the completion of the declaration and payment of the excess.
- In case the renter does not report the theft or loss or does not report it in time, the penalty amount as mentioned in Table 4 will apply.

Table 4: Compensation amount per type of subscription

Subscription Type	Determined fine
Steppi Daily	€ 650
Steppi Monthly	€ 650

- If the renter does not hand over the delivered accessories in case of theft or loss, the renter will owe Steppi a compensation for what was not handed over.
- If a missing or stolen scooter is recovered within the term of the subscription, the hirer will be credited with all or part of the paid excess. Steppi will determine the amount of this refund based on the condition of the scooter and any other costs.

Loss or theft of a scooter. A Scooter is considered lost or stolen if;

- (a) The vehicle is not returned to Steppi within the agreed upon time.
 - (b) A scooter is parked in an unauthorized area and the scooter is confiscated.
 - (c) A scooter is taken by third parties, even if it is locked by the user.
 - (d) Any other events and facts which, in Steppi's opinion, could indicate with cause that a Vehicle is lost or stolen.
- Steppi and the member/ hirer agree that the member/hirer who used/rents the scooter is fully responsible for the loss or theft of the scooter. When Steppi believes that a scooter has been stolen, Steppi has the right to take actions that Steppi deems appropriate. The User concurs to contact Steppi and police directly in the event of theft or loss of a scooter.

15. Repairs and Battery Performance

1. Repairs; Steppi provides free repair service for one punctured tire per rental period. Any subsequent tire repairs will incur a fee of €30 per tire. Other examples of repairable defects include broken lights, ineffective brakes, loose battery, and similar issues. In such cases, please contact our customer support team at support@steppi.eu to arrange for the necessary repairs.
2. Battery Performance; Please note that we do not offer any warranty or repair services for the batteries used in our scooters. Additionally, the battery range may vary depending on various factors such as battery condition, temperature, rider weight, acceleration, and other variables. The estimated battery distances provided on our website or in-store are only expectations and should not be considered as guaranteed ranges. We recommend considering these factors and planning your rides accordingly to ensure a satisfactory scooter experience. We strive to maintain the highest standards of scooter performance and safety. However, it's important to understand that battery performance and the occurrence of repairs can be influenced by various factors beyond our control. If you have any questions or concerns regarding repairs or battery performance, please don't hesitate to reach out to our support team for further assistance.

16. Deposit

1. Steppi requires identification when collecting scooters. The renter must pay the rental digitally. When renting the scooter, the renter must pay a deposit of €100. The renter must pay this amount online to Steppi. After using the scooter, the renter will get the deposit back in the way the deposit was paid. If it is an online payment, it takes 5 to 10 working days. Scooters must be returned undamaged and in good condition. In case of damage to the scooters, this will be deducted from the deposit and any remaining amount will be charged to the renter. See article 13, 14 and 15 for specifications.

17. Responsibility

1. Any responsibility of Steppi, its personnel and products for any damage of any kind, direct or indirect, including trading loss, consequential loss, damage to movable or immovable property or to persons, is explicitly excluded, unless and to the extent that there is intent or gross negligence on the part of Steppi. Nor is Steppi liable for damage caused by third parties in the performance of the agreement.
2. Steppi accepts no liability for any damage resulting from the use of Steppi's products.
3. If Steppi is liable, such liability shall be limited to the amount paid out by a concluded (professional) liability insurance, and in the absence of (full) payment by an insurance company of the damage amount, the liability shall be limited to the (part of the) invoice amount to which the liability relates.
4. Any right of the hirer to compensation from Steppi expires in any case 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Civil Code.
5. The renter must inform Steppi as soon as possible of any accident, collision, damage, personal injury, traffic violation or stolen and lost step. If, after a collision, the renter causes personal injury, material damage or theft of the scooter, the renter is obliged to report this to the police. The renter agrees that he is responsible for any improper use of the scooter. Thereby following claims, lawsuits, damage to others, injuries, costs and expenses, lawyer fees, complaints which then the tenant is held liable.
6. The renter agrees that traffic violations and related fines, penalties, or other payments will be charged to the renter.
7. Steppi claims no responsibility for the misuse of the Steppi and legal violation of traffic rules carried out by the member/hirer.

18. Force majeure

1. In addition to the provisions in article 6:75 of the Civil Code, a failure by Steppi to fulfill any obligation towards the hirer cannot be attributed to Steppi in a situation independent of the will of Steppi, as a result of which the fulfillment of its obligations towards the hirer is fully or partially prevented or as a result of which the fulfillment of its obligations cannot reasonably be required from Steppi.
2. The force majeure situation referred to in paragraph 1 also includes - but is not limited to -: a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer, and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, adverse weather conditions and work stoppages.
3. If a force majeure situation arises as a result of which Steppi cannot fulfill one or more obligations towards the renter, then those obligations will be suspended until Steppi can fulfill them again.

4. As soon as a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing, wholly or partially.
5. Steppi does not owe any (compensation) in a force majeure situation, not even if it benefits from any advantage as a result of the force majeure situation.

19. Accounts and registration

1. The renter can create an account or in some other way register on the website. Steppi reserves the right to refuse an application for such a registration or to cancel it again, for example after irregularities have been detected.
2. The login details are strictly personal and may not be made available to third parties. The consumer is responsible for the use of his login data, even if this is done without his knowledge.
3. The hirer shall notify Steppi immediately if he suspects that his login details are known to a third party or irregularities occur in any other way.
4. The hirer is not allowed to apply for or manage more than one account. Furthermore, the hirer is not permitted to apply for or manage an account (again) after Steppi has refused the hirer's application for an account or has canceled an account of the hirer after registration.

20. Complaints Procedure

1. Steppi has a complaints procedure and handles the complaint in accordance with this complaint's procedure.
2. Complaints about the implementation of the agreement must be made as soon as possible after the tenant has found the defects, complete and clearly written, and submitted to Steppi via the app or support@steppi.eu.
3. Complaints submitted to Steppi shall be answered within a period of 7 days, calculated from the date of receipt. If a complaint requires a foreseeable longer processing time, Steppi will answer within the 7-day period with a message of receipt and an indication of when the consumer can expect a more detailed answer.

21. Privacy and Security

1. Steppi respects the privacy of the customer. Steppi handles and processes all personal data provided to it in accordance with the applicable legislation, in particular the General Data Protection Regulation. The renter agrees to this processing. To protect the personal data of the Client, Steppi uses appropriate security measures.
2. For more information on privacy, please refer to the privacy statement which can be viewed on the website of Steppi.

22. Other

1. Any deviations from these general conditions can only be agreed in writing. No rights can be derived from such deviations regarding legal relationships entered later.
2. Steppi's administration is, subject to proof to the contrary, considered proof of the requests and/or orders made by the renter. The renter acknowledges that electronic communication can serve as proof.
3. Steppi is entitled to transfer the rights and obligations from the agreement with the lessee to a third party by means of a single notification to the lessee.
4. If and insofar as any provision of the General Conditions is declared null and void or annulled, the remaining provisions of these General Conditions shall remain in full force. Steppi shall then determine a new provision to replace the void/cancelled provision, whereby the meaning of the void/cancelled provision shall be considered as much as possible.
5. Steppi is entitled to amend or supplement these General Terms and Conditions. Tenants are entitled to terminate the agreement in the event of a substantial amendment to the general conditions.

23. Applicable law and disputes

1. Dutch & Spanish law applies exclusively to the agreements, and all resulting non-contractual obligations, between Steppi and the hirer to which these general conditions relate.
2. All disputes arising from or related to the agreement shall be submitted exclusively to the District Court of Oost-Brabant.