

# General Terms and Conditions B2C - Slinger B.V.

Slinger B.V., located at Overtoom 323, 1054 JL Amsterdam, the Netherlands Registered with the Chamber of Commerce under number 75366088

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Slinger BV has developed a Platform that companies and organisations of events, concerts, festivals and sports competitions can install on their websites. The Platform is designed to connect car drivers travelling to a particular destination with passengers travelling in the same direction, so that they can share the ride and any associated costs. The purpose of these terms and conditions is to regulate access to and conditions of use of the Platform (the "Purpose").

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## Table of Contents

- Article 1: Definitions
  - Article 2: Offering a Ride
  - Article 3: Reserving a Seat
  - Article 4: Match
  - Article 5: Cancelling a Ride or Seat without a fee
  - Article 6: Cancellation policy for a Passenger in a Paid Ride
  - Article 7: Cancellation policy for a Driver in a Paid Ride
  - Article 8: Time of payment to the Driver
  - Article 9: Use of the Platform
  - Article 10: Intellectual Property
  - Article 11: Liability; Indemnity
  - Article 12: Operation, availability and functionalities of the Platform
  - Article 13: Amendment of the Terms of Use
  - Article 14: Complaints related to the Platform
  - Article 15: Complaints between Users
  - Article 16: Applicable law, interpretation and choice of forum
  - Article 17: Privacy
  - Article 18: Assignment
  - Article 19: No Waivers
  - Article 20: Severability
  - Rules for Rides
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# Article 1: Definitions

In these Terms of Use, the following terms shall have the following meanings:

<b>Term</b>	<b>Definition</b>
<b>Slinger BV</b>	The owner of the Platform, namely: the private company with limited liability Slinger BV, located at Overtoom 323, 1054 JL Amsterdam, registered with the Chamber of Commerce under number 75366088.
<b>Platform</b>	Application developed by Slinger BV that enables Users to offer Rides and reserve Seats.
<b>App</b>	The mobile application developed by Slinger BV, available for download on iOS and Android, that enables Users to access the Platform and its Services on a mobile device.
<b>User</b>	The person who uses the Platform of Slinger BV, including Drivers and Passengers.
<b>Driver</b>	The person who offers a Ride via the Platform.
<b>Passenger</b>	The person who has accepted the Driver's offer to be transported or, if applicable, the person in whose name a Seat has been booked or an application sent via the Platform.
<b>Ride</b>	A trip to a particular event, concert, festival or sports match offered by the Driver through the Platform.
<b>Seat</b>	The seat booked by a Passenger in the Driver's vehicle.
<b>Match</b>	A request approved by the Driver for a Seat of a Trip by a Passenger.
<b>Suggested Price</b>	A proposal for a (reasonable) fee per Passenger for a Trip based on the number of kilometres.
<b>Services</b>	All services offered through the Platform by Slinger BV.
<b>Content</b>	All messages, files, data, information, texts, sound and visual material and other (digital) material.
<b>Use</b>	'Use' includes any use of the Platform, including but not limited to loading (uploading), storing (downloading), logging in, requesting, consulting, reading, viewing, listening, editing, filling in (forms), sending, (temporary) copying, saving, forwarding, distributing, using services, offering Rides, reserving a Seat and performing legal acts (such as concluding an agreement).
<b>Parties</b>	Slinger BV and User jointly, and each separately 'Party'.

**Terms of Use** The provisions of the present document.

In these Terms of Use, 'in writing' includes communication by e-mail and digitally (e.g. via an online interface) provided that the identity of the sender and integrity of the content are sufficiently established.

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## **Article 2: Offering a Ride**

- Through its Platform, Slinger BV enables Users to offer a Ride via the website on which the widget part of the Platform is installed.
  - By offering a Ride on the Platform, the User agrees to the 'Rules for Rides'.
  - Through the Platform, the User may charge a fee to Passengers who wish to use the Ride. When the User creates a Ride, the Platform will provide a Suggested Price. The User is not obliged to follow the Suggested Price and may also charge a different (higher or lower) fee for the Ride. The fee requested by the User for the Ride applies per Passenger.
  - After a User has offered a Ride on the Platform, the Ride is visible to all Users of the Platform who perform a search in the Platform.
  - Other Users can then reserve a Seat for the Driver's Ride.
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## **Article 3: Reserving a Seat**

- Through its Platform, Slinger BV enables Users to reserve a Seat for a Ride of a particular Driver via the Platform. The Platform provides a search engine in which Rides can be searched for based on various search criteria (event, date, place of origin, destination).
  - When a Passenger reserves a Seat for a Ride, this only sends a request to the relevant Driver of the Ride. An agreement between the Driver and the Passenger is not immediately formed; the Driver must first approve the Passenger's request. This is different when the Driver demands a fee for the Ride. If the Driver demands a fee from the Passenger and the Passenger reserves a Seat for a Ride and pays the requested fee, a Match between the Passenger and the Driver is thereby established. The cancellation rules of Article 5 apply to this agreement.
  - When a Passenger wishes to book a Ride, the Passenger is obligated to correctly state the total number of Passengers and to pay to the Driver any fee due per Passenger. When a Passenger adds a payment method to their account to pay any fee, the Passenger authorizes Slinger BV and Slinger BV's payment service providers to collect and store Passenger's payment information.
  - By reserving a Seat via the Platform, the User agrees to the 'Rules for Rides'.
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## **Article 4: Match**

- At the moment the Driver approves the request for the Seat, a Match is established. The Driver manually approves the request of the Passenger, after which the Passenger receives a confirmation of the Match. This is different when the Driver requests a fee for the Ride. When the Passenger reserves a Seat for a Ride for which the Driver demands a fee and the Passenger pays this fee, then a Match between the Driver and the Passenger is established. This is subject to the cancellation rules in Article 5.
  - A Match implies that the Driver and the Passenger have entered into an agreement with respect to the transport to the event, congress, concert, festival or sport match concerned and the conditions under which the Ride will take place, such as the departure time and boarding point and the possible compensation that the Passenger will pay to the Driver.
  - When a Match is established, Slinger BV shares the e-mail address and telephone number (if provided) of the Driver with the Passenger and vice versa. The Driver and Passenger also have the possibility to communicate with each other via the messaging service within the Platform. The Driver and Passenger are both responsible for performing the obligations arising for each of them from the agreement.
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## **Article 5: Cancelling a Ride or Seat without a fee**

- The cancellation rules in this article apply exclusively to a Ride for which no fee has been agreed upon between the Driver and the Passenger. In the event of a Ride for which the Passenger pays a fee, the cancellation rules of Articles 6 and 7 will apply.
  - Both the Driver and the Passenger have the option to cancel a Ride or reservation of a Seat at any time. If the cancellation of a Seat takes place before departure, the Seat or Seats cancelled by the Passenger will automatically be made available to other Users, who can reserve the Seats.
  - When the Driver cancels the Ride, the Passenger will receive a message from Slinger BV via the e-mail address known to Slinger BV.
  - When the Passenger cancels the reservation of a Seat via the Platform, the Driver will receive a message from Slinger BV via the email address provided to Slinger BV.
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## **Article 6: Cancellation policy for a Passenger in a Paid Ride**

- The cancellation rules in this article apply exclusively to a Ride for which the Passenger has already paid a fee to the Driver. In case of a Ride for which the Passenger has not paid a fee, the cancellation rules of Article 5 will apply.

- The Passenger has the option to cancel a reserved Seat for which the Passenger pays a fee. Cancellation by the Passenger of a reserved Seat must be made no later than 24 hours before the time at which the Ride commences.
  - If the Passenger does not cancel the Seat at least 24 hours before the time at which the Ride commences, the Passenger will still owe the Driver the full amount and will not be entitled to a refund or any other compensation.
  - If the Passenger does not cancel the reserved Seat, but - for whatever reason - does not use the Seat, the Passenger will continue to owe the agreed fee for the Seat to the Driver. This also applies in the following cases:
    - the Passenger does not show up for the Ride at all;
    - the Passenger does not arrive on time (is late);
    - the Passenger indicates that they do not want to use the reserved Seat with less than 24 hours until the time at which the Ride commences.
  - If the Passenger cancels the reserved Seat at least 24 hours before the time at which the Ride commences, the amount already paid by the Passenger will be refunded to the Passenger within 24 hours after deduction of the service fees due from Slinger BV (including any transaction fees).
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## **Article 7: Cancellation policy for a Driver in a Paid Ride**

- The cancellation rules in this article apply exclusively to a Ride for which the Driver charges a fee from the Passenger. In case of a Ride for which the Driver does not require payment, the cancellation rules of Article 5 will apply.
  - The Driver has the option to cancel a Ride for which a Passenger has reserved and paid for a paid Seat. Cancellation by the Driver of a reserved Seat must be made no later than 24 hours before the time at which the Ride commences. Cancellation shall be made via the Platform.
  - When the Driver cancels a paid Ride, the Driver will not receive any compensation from the Passenger, even if the Driver cancels the Ride over 24 hours before the time at which the Ride commences. This also applies in the following cases:
    - the Driver does not show up for the Ride at all;
    - the Driver does not arrive on time (is late);
    - the Driver indicates they do not want to perform the Ride, regardless of the reason for this.
  - If the Driver cancels a paid Ride, the amount already paid will be refunded to the Passenger within 24 hours with deduction of the service fees due from Slinger BV (including any transaction fees).
  - If the Driver has already received payment and the Passenger wishes the payment to be refunded, the Passenger will have to open a dispute through Stripe. Disputes between the Driver and the Passenger run entirely outside Slinger BV. Neither Slinger BV nor the Platform have a (technical) verification option to check whether a paid Ride has been carried out (correctly).
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## Article 8: Time of payment to the Driver

- Payment of the fee for the Ride performed to the Driver shall take place 8 hours after the Ride has been performed. Payments are made via Stripe Connect.
  - Transaction fees and a service fee are payable on the payment of the fee. Slinger BV will clearly inform the Driver in advance about the costs that will be deducted from the payment received by the Driver from the Passenger.
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## Article 9: Use of the Platform

- Users must be at least 16 years old to use the Platform or the App. By using the Platform or the App, the User represents that they meet this age requirement and have the legal capacity to enter into this agreement.
- Users who create an account are responsible for maintaining the confidentiality of their login credentials and are responsible for all activities that occur under their account.
- Users do not owe any fees to Slinger BV for accessing and using the Platform.
- The Platform enables Driver and Passenger to exchange messages with each other. By using the Platform, the User agrees to be solely responsible for the Content of the publication sent by the User in or through the Platform.
- The User therefore declares and guarantees that all information in the Content is accurate and truthful and that the User intends to make the Ride under the conditions described in the Content.
- The User is solely responsible for compliance with all laws, regulations and obligations applicable to the User's use of the Platform.
- By using the Platform, the User declares to:
  - not use the Platform for professional, business or commercial purposes;
  - not send false, misleading, malicious or fraudulent information via the Platform;
  - in messages, conversations, behaviour or Content not to make defamatory, abusive, obscene, pornographic, vulgar, offensive, inappropriate, violent, threatening, irritating, racist or xenophobic expressions or expressions with sexual connotations, expressions that incite violence, discrimination or hatred, activities or that encourage the use of illegal substances or more generally that are contrary to the objectives of the Platform, that could affect the rights of Slinger BV or a third party or that are contrary to morality;
  - not harm the rights and image of Slinger BV - and more specifically the intellectual property rights associated with them;
  - not impersonate another person;
  - not contact other Users, and more specifically via the Platform, for any purpose other than to agree the terms and conditions for the Ride;
  - comply with the obligations of these Terms of Use.
- If the User does not comply with the provisions of these Terms of Use or the 'Rules for offering a Ride' or the 'Rules for reserving a Seat', or if Slinger BV suspects abuse of the Platform by the User, Slinger BV is entitled to deny the User (further) access to

the Platform and/or the App and to remove from the Platform all information and data related to Rides offered and Seats reserved by the User, without thereby owing the User any compensation. Furthermore, Slinger BV is entitled to share data relating to the Ride in question, including personal data of the User, with (government) agencies, if the competent (government) agencies request or compel Slinger BV to do so, for example in the case of (investigation or criminal prosecution of) a criminal offence.

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## **Article 10: Intellectual Property**

- Subject to the content made available by users, Slinger BV is the sole holder of all intellectual property rights relating to the Platform, the App, its Content and the Services provided, including texts, images, designs, logos, videos, sounds, data and graphics and the software and databases that guarantee its operation. The App and all its content, features and functionality are likewise the property of Slinger BV or its licensors and are protected by copyright, trademark and other applicable laws. Users do not and will not have or acquire any ownership of these intellectual property rights in or to the Services, the Platform, the App or their Content.
  - Slinger BV grants the User a limited, non-exclusive, personal, non-transferable and revocable right to use the Platform and the App for personal and private purposes on a non-commercial basis and in accordance with the Purpose of the Platform and Slinger BV.
  - It is prohibited to use or exploit the Platform and the Services and their content in any other way without Slinger BV's prior written consent. Among other things, it is prohibited to:
    - reproduce, modify, adapt, distribute, publicly represent or distribute the Platform or the Content, except as expressly permitted by Slinger BV;
    - dissect or reverse engineer the Platform or the App;
    - extract or attempt to extract a substantial part of the data from the Platform, for example by using 'data mining robots' or other similar collection tools.
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## **Article 11: Liability; Indemnity**

- Slinger BV provides a Platform whereby supply and demand are linked. Slinger BV aims for the proper functioning and availability of the Platform, but does not offer any guarantees to that end. Slinger BV only assists in the conclusion of agreements between Drivers and Passengers. However, Slinger BV is not part of any agreement (Match) concluded between the Driver and a Passenger. Slinger BV is also not liable for the execution thereof or default by the Driver or Passenger. To the fullest extent permitted by law, Slinger BV excludes its liability for any damage suffered by a User due to or in connection with:
  - using the Platform and the Services of Slinger BV;
  - entering into agreements with other Users via the Platform;

- damage or injury resulting from an accident during a Ride;
  - damage suffered by the Driver as a result of the behaviour of, danger posed by or failure to comply with agreements made by the Passenger or applicable law;
  - damages suffered by the Passenger as a result of the behaviour of, endangerment by or failure to comply with agreements made by the Driver or applicable law;
  - non-availability or unavailability of the Platform or parts thereof;
  - incorrect information or data on the Platform, including any incorrect data relating to a Ride created by the Driver;
  - changes in the Platform of Slinger BV or Services offered thereon or changes in or on the Website.
- Should Slinger BV nonetheless be liable for whatever reason, Slinger BV's liability will be limited to compensation of direct damage up to the amount paid out by the insurer in such case.
  - The limitations of liability for direct damage contained in these Terms of Use do not apply if the damage is due to intent or gross negligence on the part of Slinger BV.
  - Passenger and Driver agree to indemnify and hold Slinger BV and its affiliates and their officers, directors, employees and agents harmless against any and all actions, claims, demands, losses, liabilities, costs, damages and expenses (including attorney's fees) arising out of or in connection with (i) Passenger and Driver's use of the Platform; (ii) Passenger or Driver's breach or violation of any of these Terms of Use; or (iii) Passenger or Driver's violation of the rights of any third party.
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## **Article 12: Operation, availability and functionalities of the Platform**

- The Platform is offered as-is. Slinger BV is permitted to change the operation, content and scope of the Platform at any time and at its own discretion and to the extent Slinger BV considers this necessary. Slinger BV does not require the User's prior consent to do so. Furthermore, Slinger BV is free to close off the Platform or any part thereof for use or otherwise make the Platform or any part thereof inaccessible.
  - Slinger BV will make every effort to offer the Platform uninterrupted 24 hours a day and seven days a week, but offers no guarantees in this respect. However, access to the Platform may be temporarily suspended without prior notice due to technical maintenance, migration or update operations or failures or restrictions related to the operation of the network.
  - Furthermore, Slinger BV reserves the right, at its sole discretion, to modify or suspend access to the Platform or its functionalities in full or in part and temporarily or permanently.
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## **Article 13: Amendment of the Terms of Use**

Slinger BV reserves the right to amend these Terms of Use at any time. The amended Terms of Use will take effect at the announced effective date and will also apply in respect of existing relationships between Slinger BV and the User. If no effective date has been announced, the amendments will take effect for the User as soon as the amended Terms of Use have been published online. Users' continued use of the Platform following the posting of the revised Terms of Use means that Users accept and agree to the changes.

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## **Article 14: Complaints related to the Platform**

- Complaints about the operation or content of the Platform may be made in writing by e-mail to Slinger BV at: [info@slinger.to](mailto:info@slinger.to).
  - The assessment of any complaints about the operation or content of the Platform will be made by Slinger BV. Such complaints must be reported to Slinger BV as soon as possible and no later than 7 days after their discovery. If the complaint is justified and can be remedied, Slinger BV will try to remedy it to the best of its ability. In doing so, Slinger BV will make every effort to deal with the complaint within a reasonable period.
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## **Article 15: Complaints between Users**

Complaints regarding the manner of execution of an agreement by a User should be addressed by the User directly to the relevant User. Disputes regarding payments and reimbursement of fees should be submitted to Stripe. The User can file a dispute with Stripe for this purpose. Slinger BV is not a party to the agreement between Driver and a Passenger and will therefore not settle disputes between Users. If Users jointly fail to reach a solution to the dispute, the aggrieved party will have to apply to the competent court in order to have the matter settled.

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## **Article 16: Applicable law, interpretation and choice of forum**

- All legal relationships between Slinger BV and the User are governed exclusively by Dutch law.
- In the event of an interpretation of the content and scope of these Terms of Use and in the event of a conflict between the content or explanation of any translations of these Terms of Use and the Dutch version, the Dutch text of the latter will always prevail.
- All disputes - including those regarded as such by only one of the parties - arising from a legal relationship to which the present Terms of Use apply in whole or in part will be settled by the competent court in the district where Slinger BV has its

registered office in the Netherlands, unless a mandatory statutory provision provides otherwise. This does not affect Slinger BV's right to agree with the User to have the dispute settled by independent arbitration.

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## **Article 17: Privacy**

Slinger BV respects User's privacy and is committed to protecting it. Slinger BV's Privacy Policy (<https://slinger.to/privacy-policy-users>) governs the processing of all personal data collected from Users in connection with User's use of the Services and the Platform.

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## **Article 18: Assignment**

Users may not assign these Terms of Use without Slinger BV's prior written approval. Slinger BV may assign these Terms of Use without Users' consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Slinger BV's equity, business or assets; or (iii) a successor by merger. Any purported assignment by User in violation of this section shall be void.

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## **Article 19: No Waivers**

Slinger BV's failure to enforce any right or provision in these Terms of Use shall not constitute a waiver of future enforcement of such right or provision unless acknowledged and agreed to by Slinger BV in writing.

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## **Article 20: Severability**

If any provision of these Terms of Use is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms of Use and will not affect the validity or enforceability of the remaining provisions of these Terms of Use.

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## **Rules for Rides**

Offering and performing Rides, as well as reserving and using Seats via the Platform, are subject to certain conditions for both the Driver and the Passenger. By offering or executing

a Ride or reserving or using a Seat, the Driver and the Passenger declare to comply with the rules set out below.

## Rules for Drivers

A Driver may only offer a Ride if the Driver meets all the conditions listed below:

- The Driver holds a valid driving licence;
- The Driver offers a Ride only for vehicles which the Driver owns themselves or which the Driver may use with the express permission of the owner;
- The Driver is and remains the main driver of the vehicle with which the Ride takes place;
- Valid liability insurance has been taken out for the vehicle;
- No medical contraindications apply to the Driver, nor has the Driver been declared unauthorised to drive the vehicle for medical reasons;
- The Driver does not offer more Seats than the number of Seats available in the vehicle, as stated in the vehicle's registration certificate;
- All Seats offered are equipped with seat belts - even if the vehicle is approved with Seats without seat belts;
- The Driver uses a vehicle that is in good condition and complies with applicable legal regulations and customs, in particular with a valid MOT inspection report or other report as is required in the relevant jurisdiction;
- The Driver is a consumer and is not acting in a professional or commercial capacity.

Furthermore, when performing the Ride, the Driver promises:

- to comply with all laws, traffic rules, regulations and guidelines applicable to the operation of the vehicle;
- that the Passengers are considered third parties in the vehicle and therefore covered by the insurance;
- not to take any risks while driving and not to take any products that might impair the Driver's attention and ability to drive the vehicle in an attentive and completely safe manner;
- to offer only Rides that are contractually planned in accordance with the Platform;
- to undertake the Ride as described in the Platform and as agreed with the Passenger (and then more specifically with respect to the use or non-use of the highway) and to respect the times and locations agreed with the Passengers (and then more specifically with respect to the meeting point and drop-off point);
- not to take more Passengers than the number of Seats with seatbelts in the vehicle;
- to notify Passengers immediately of any delay or change of time or Ride;
- to wait for Passengers for at least 15 minutes after the agreed time;
- not to demand a higher payment for the Ride from the Passenger than has been agreed upon, or - in case of circumstances requiring a Ride fee to be changed - than is reasonable in relation to the costs incurred;
- to behave in an appropriate, respectful and responsible manner during the Ride.

## Rules for Passengers

When the Passenger uses a Seat for a Ride offered via the Platform, the Passenger promises:

- to behave in an appropriate, respectful and responsible manner during the Ride, so as not to disturb the concentration or driving of the Driver or the peace of mind of the other Passengers;
- to respect the vehicle and the cleanliness of the Driver's vehicle;
- to inform the Driver immediately if the Passenger will not be at the appointed place on time;
- to wait for the Driver at the appointed place until at least 15 minutes after the agreed time;
- not to take or consume during the Ride any articles, goods, products or animals that could interfere with the Driver's driving and concentration or whose nature, possession, ingestion or transportation is in violation of applicable legal regulations;
- to pay the agreed fee for the reserved Seat to the Driver;
- to comply with the legal (traffic) rules applicable to the Passenger, including wearing a seat belt and other rules applicable to co-drivers in traffic.

If the Passenger has made a reservation for one or more Seats on behalf of third parties, the Passenger guarantees that such third party will comply with the provisions of these Rules for Passengers.