



# TERMS AND CONDITIONS

General conditions Sky Park Airport Services B.V. (also active under the name MOBIAN)

## Art. 1: Definitions

In these conditions the following is understood to mean:

- a. MOBIAN: the company Sky Park Airport Services B.V. (registered to the Chamber of Commerce under no.: 57475733) that has declared these conditions applicable to offered services and the use of the MOBIAN Platform.
- b. MOBIAN Platform: the technology that MOBIAN supplies to connect suppliers of mobility solutions to its clients, the customer support for these services and the financial processing of these services.
- c. Reseller: the Party that offers services through MOBIAN of the Supplier to its clients.
- d. Client: every natural person or legal entity that uses the MOBIAN platform (directly or through or with the assistance of a reseller) or services (e.g. parking, overnight stays, transport) from the MOBIAN platform.
- e. Supplier: Companies who offer mobility solutions such as; parking providers, taxi companies, railticket providers, bike rental, car rental, transfer and public transport companies.
- f. Facilities: The solutions provided by MOBIAN such as Customer service, Technology and Administration.
- g. Fee: The amount in euro's (€) that needs to be paid by a client.
- h. Booking: A completed reservation.
- i. Booking voucher: The e-mail notification sent by MOBIAN or the Client/Reseller which includes the reservation details for the client and relevant information of the booking.
- j. Working days: With 'working days' mentioned in these conditions is understood: Monday to Friday with the exception of recognized public holidays.

## Art. 2: Applicability of Terms and Conditions

1. These general conditions are applicable to the realization, the contents and the fulfilment of the agreement(s) – Booking(s) - between the Client and MOBIAN, unless parties expressly consent, in writing, to set aside these general conditions wholly or partly.
2. General conditions of the Client are only applicable to the agreement when parties expressly and in writing agree to do so, possibly setting aside these present conditions.
3. Besides the Terms and Conditions the Disclaimer and the Privacy Statement (on the website) are applicable.
4. The Client realizes that MOBIAN depends on Suppliers for the fulfilment of the agreement. It is possible that besides the Terms and Conditions of MOBIAN also Terms and Conditions of the Supplier are applicable. The Client can ask the Supplier (contact information will be provided by MOBIAN) for these Terms and Conditions. MOBIAN is not responsible or liable for the substance of these Terms and Conditions nor for the execution of it. When the Terms and Conditions of



MOBIAN and the Supplier are in conflict with each other, the Terms and Conditions of MOBIAN prevail.

5. The United Nations Convention on Contracts for the International Sale of Goods is not applicable on this agreement.

### Art. 3: Realization Agreement

1. The agreement (a Booking) between the Client and MOBIAN is realized by accepting the MOBIAN-offer (directly or indirectly via a Reseller).
2. No statutory reconsideration period as mentioned in art. 6:230o BW applies. When the Client accepts the offer, the Booking is definitive. However, it could be possible to cancel a Booking. The possibilities depend on the chosen service level.

### Art. 4: Services of MOBIAN

1. MOBIAN delivers a mobility solution based on the request of the Client. MOBIAN selects the best suited Supplier and offers a mobility solution to the Client. MOBIAN does not guarantee that it offers the lowest possible price, however that is one of the considerations in the offer, but guarantees that it is a good solution for the Client's request.
2. It is possible to make several bookings in one time via MOBIAN. MOBIAN emphasises that regardless of the diversity and amount of the bookings, every booking is a separate booking and that they do not result in a (travel) package agreement.
3. For the fulfillment of the agreement MOBIAN depends on the services of Suppliers. The Client realises and admits that MOBIAN does not offer the mobility solution by itself, but that it depends on independent Suppliers for the execution. That is why MOBIAN is not liable for the services of the independent Suppliers nor can MOBIAN guarantee a correct execution of the booked services. It is clear that MOBIAN will do its best to give the Client the best and expected experience.

### Art. 5: Obligations of the Client/User

1. The Client needs to be 18 years or older and needs to have the necessary legal capacity to make a Booking. When the Client is younger or lacks the necessary legal capacity, MOBIAN is allowed to consider the Booking as not established.
2. When the Client makes a booking for several persons, the Client declares to be explicit authorised to make the Booking and accept the Terms and Conditions on behalf of him-/herself and the other persons for whom a Booking is made.
3. It is the responsibility of the Client that all information provided to MOBIAN is correct and complete and that all necessary information for the Booking and the execution of it are provided to MOBIAN.
4. When the Client makes the Booking also for other people it is his/her responsibility to provide the information received from MOBIAN to all these persons. MOBIAN considers information provided to the Client as information to be provided to all these persons.
5. When the information as mentioned in 5.3 changes, the Client needs to inform MOBIAN about this. MOBIAN is allowed to charge the Client for these changes.



## Art. 6: Obligations MOBIAN

1. MOBIAN is obligated to execute the agreement with the Client to the best of its abilities. In the selection of third parties (Suppliers) needed for the execution of the agreement MOBIAN handles with the best care. However the Booking is a 'best-effort obligation' for MOBIAN, because MOBIAN – depending on third parties – cannot guarantee a certain result.
2. The Booking process is (partial) automatically. Therefore MOBIAN cannot guarantee that the offered price and availability is correct. Therefore MOBIAN has the right to ask the Client for an extra payment (in case the service is more expensive) or to cancel the Booking and restate the payment to the Client. The Client is entitled to cancel the Booking within 24 hours after he/she is informed by MOBIAN about the extra costs.

## Art. 7: Payment

1. Booking directly via MOBIAN: The Client needs to pay directly via the possible payment methods (i.e. Creditcard, iDEAL, etc.).
2. Booking via Reseller: The Client needs to pay the Reseller on the terms of the Reseller.
3. When the payment is not completed directly or at the latest 24 hours before the starting time of the Booking, MOBIAN is allowed to cancel the Booking. The Client is – whether the Booking is cancelled by MOBIAN or not - still obligated to pay the amount of the booked services and also the legal interest and the extra juridical costs.

## Art. 8: Customer support and complaints

1. MOBIAN provides the following Customer Support solutions:
  - a. MOBIAN can be reached by telephone +31 (0)88 57 00 141, e-mail [contact@mobian.global](mailto:contact@mobian.global), WhatsApp +31 (0)6 198 648 67 and chat via the website.
  - b. In case of emergencies MOBIAN can be reached 24/7 at +31 (0) 88 57 00 101.
2. If the Client has a complaint about MOBIAN or the services of Suppliers, the Client can submit this complaint to MOBIAN. MOBIAN will send a receipt confirmation as soon as possible and respond on the complaint within a reasonable period of time (but not longer than 5 working days). In case the complaint is about the services of a Supplier, MOBIAN will forward the complaint to the Supplier. MOBIAN has the discretion to mediate between the Client and the Supplier to find a solution but is not obligated to do so.

## Art. 9: Liability & Force majeure

1. MOBIAN uses third parties for the execution of the agreement with the Client. MOBIAN is not liable for any damages (directly or indirectly) caused by these third parties.
2. Third parties cannot bind MOBIAN unless MOBIAN confirms this in writing.
3. MOBIAN's liability is expressly precluded in case of damage that is caused by incomplete or incorrect information provided by Reseller, Client or Supplier.
4. In case promotional deals contain(s) (an) error(s), MOBIAN is entitled to correct these errors. In such a case the Client is entitled to cancel the booking without charge within 24 hours after the



correction was made known to it. MOBIAN is also entitled to cancel the booking after the Client has made the booking in case of an error(s). In case of (an) error(s) in the promotional deals neither MOBIAN nor the Client is obligated to fulfil the Agreement or to compensate any loss or damages that occurred because of the error(s).

5. MOBIAN's liability for any losses or damages is expressly excluded when those losses or damages are caused by any act or omission attributable to Supplier, the Client and/or Reseller. MOBIAN's liability for any losses or damages for the Client is also expressly excluded in the case of bankruptcy and/or moratorium of payment on the part of Supplier.
6. MOBIAN's liability is limited in each case to direct loss or direct damage and shall not exceed an amount that is greater than the amount of the booking, or at least is limited to the amount paid out, if any, under the applicable liability insurance policy in the matter concerned, plus the applicable deductible.
7. The disclaimer on the website of MOBIAN is applicable on the agreement(s) between MOBIAN and the Client.
8. Neither party will be liable for any failure in performing its obligations under this agreement where such failure is directly caused by force majeure.
9. Force majeure is defined in these conditions as causes that could not be anticipated and/or are beyond the control of parties and that prevent parties from fulfilling their contractual obligations.
10. Force majeure is in this agreement also meant to include the case that the MOBIAN platform goes down, wholly or partly, which as a result makes the MOBIAN platform unreachable, or at least prevents MOBIAN from supplying its services optimally.

#### Art. 10: Intellectual property rights

1. MOBIAN reserves all rights to all his technology solutions like the MOBIAN Platform, API and the White label. These rights belong to MOBIAN. It's forbidden to use any material of MOBIAN without written consent of MOBIAN.

#### Art. 11: Privacy

1. The Client needs to provide personal information to MOBIAN in order to make the Booking. MOBIAN is the Data Controller and will only process the personal data - of the Client and the people for whom the Client makes a booking - on behalf of and in accordance with the instructions of Reseller and/or Client. Client/Reseller instructs MOBIAN to process personal data for the following purposes: (i) for the realization and execution of the agreement between Clients and Suppliers and (ii) the optimization of the services provided by MOBIAN. MOBIAN shall process personal data in accordance with the requirements of Data Protections Laws and Reseller and/or Client shall ensure that its instructions for the processing of personal data shall comply with Data Protection Laws. Reseller/Client shall have sole responsibility for the accuracy, quality and legality of personal data and the means by which Reseller and/or Client acquired personal data.
2. MOBIAN will not sell or make these data available to third parties other than the Suppliers that deliver the Mobility-solution to the Client.



3. The Client authorizes MOBIAN to share personal data with companies that are involved in the execution of the Client mobility solution. These companies are carefully selected by MOBIAN and are obligated to follow its instructions unequivocally.
4. By Booking at MOBIAN the Client accepts MOBIANs privacy policy, as stated on its website.

#### Art. 12: Final provisions

1. If any condition from this Terms and Conditions is invalid, unlawful or not binding it has no effect on the other conditions. MOBIAN will as soon as possible after the invalidity, unlawfulness or the not binding occurs deliver a new article that is valid.
2. MOBIAN is entitled to change these Terms and Conditions. In the process of booking the latest version will be accessible.
3. Any disputes that may arise in the realization, execution or finalisation of the agreement, or any additional agreements between parties, will be submitted to the competent court where MOBIAN is situated.
4. The agreement shall be governed by and interpreted in accordance with the law of The Netherlands.