

PROMO CODES TERMS AND CONDITIONS

Last update: 23 November 2023

ENGLISH

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY GOVERN YOUR USE OF THE PROMO CODES (AS DESCRIBED BELOW) PROVIDED BY DOTT.

1.1. These terms and conditions ("**Promo Codes Terms and Conditions**") govern your ("**you**" or "**your**") use of the promotional codes ("**Promo Codes**") provided to you, through the webpage <https://dottpartners.com> (the "**Site**"), by emTransit B.V., with registered office at Van Diemenstraat 292, 1013 CR, Amsterdam, the Netherlands, registered under number 72795921 and its subsidiaries ("**Dott**") in respect of the rental of Dott's shared electric bikes and scooters (collectively "**Dott's Services**") via Dott's mobile application ("**App**").

For avoidance of doubt, when "Dott" is mentioned in these Promo Codes Terms and Conditions reference is made to the relevant company in the Dott Group that is incorporated in the country in which Promo Codes are intended to be used.

1.2. These Promo Codes Terms and Conditions are supplemented by the following:

- Site Terms of Use available on the Site, which set out the terms for use of the Site;
- Dott's Privacy Policy (<https://ridedott.com/privacy-policy>) and any Privacy Statement as communicated to you on the Site;
- Terms and Conditions for use of Dott's Services (<https://ridedott.com/terms-and-conditions>), which would vary depending on the country where you use Promo Codes in respect to Dott's Services;
- Any additional terms and conditions are communicated to you at the time of issuing the Promo Code for use ("**Promo Code terms**").

which are binding upon you.

1.3. The specific terms for use of Promo Codes may vary from time to time; make sure to read the relevant Promo Code terms carefully. However, by using any Promo Code you accept the following general terms, which apply to all Promo Codes:

- Promo Codes use is subject to your valid registration on the App and acceptance of the the Terms and Conditions for use of Dott's Services.
- While using the Promo Codes, you must always comply with the Terms and Conditions for use of Dott's Services.
- Promo Codes are valid for use within the geographical area and during the term of validity ("**Promo Term**") as stated in the Promo Code terms only. Promo Codes shall expire at the end of the Promo Term irrespective of use.

- Promo Codes may not be used in combination with any other Promo Codes, offers or discounts.
- Promo Codes are not transferable and may not be auctioned, traded, copied, transferred, bartered, modified or sold.
- Unless otherwise stated in Promo Code terms, only one Promo Code can be used per user of Dott's Services.
- Promo Codes may be used on Dott App only.
- When using the Promo Codes, you are responsible for checking that any discount or other promotion is accurately reflected during checkout and throughout the Promo Term.
- Promo Codes are subject to availability.
- Using of Promo Codes is subject to availability of Dott's Services.
- With the exception of Paid Promo Codes, Promo Codes may be withdrawn or amended without notice at any time at Dott's sole discretion. No form of compensation will be offered to you.

1.3. TERMS APPLICABLE TO PAID PROMO CODES

In some cities Promo Codes may be purchased upon payment of a small price ("Paid Promo Codes"). The purchase price together with any other limitations on the Promo Codes are stated in the Promo Codes terms which are communicated to you via email prior to your purchase. If any payment is required to obtain the Promo Code, you will be redirected to the relevant payment processor page. Upon payment, you will receive an email containing the Promo Code to the email address you provided. The legal entity responsible for payment processing on Dott side is emTransit B.V. for payments via credit cards and ApplePay or one of its subsidiary for payments via bank transfer.

The Promo Code will be valid from the moment of receiving it via email. The Promo Term will commence upon adding the Promo Code into the Dott App ("Start Date") and terminate after the prior stated as in the Promo Codes terms ("End Date").

Should you exceed the Max Rides or the Max Ride Duration during the Term you shall be charged at the standard rate per minute as indicated in the App (as applicable).

Dott reserves the right to modify, amend or vary any Promo Terms (including the price) by providing you with 14 days prior written notice.

Dott may cancel your Promo Code: (i) without cause at any time during the Promo Term by providing you with 30 days prior written notice; (ii) should you be in material breach of these Promo Codes Terms and Conditions and the Terms and Conditions for use of Dott's Services .

Should you have breached any of aforementioned terms, we may refuse to make Promo Codes available to you in the future.

Right of Withdrawal applicable to Paid Promo Codes

If you are a consumer you have a statutory right to withdraw from a Paid Promo Code within 14 days of the Start Date. However, as you agree that Paid Promo Code will commence immediately on the Start Date, you will lose your right of withdrawal should the End Date occur prior to the expiration of the 14 day period. Should you exercise your right to withdrawal you will be entitled to a refund on a pro-rata basis equal to the lesser of: (i) the number of Max Rides remaining (if applicable); and (ii) the duration of the Term remaining.

Should you wish to exercise your cancellation rights please email support@ridedott.com and provide us with a written statement that you wish to exercise your right of withdrawal together with your name, phone number and the details of the Paid Promo Code you wish to cancel.

1.4. BREACH OF THE PROMO CODES TERMS AND CONDITIONS

When Dott considers that a breach of these Promo Codes Terms and Conditions has occurred, or any Promo Code is being used unlawfully or illegally, Dott reserves the right to take taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your Promo Code;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach or any further legal action needed;
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law;
- Refusal to issue any Promo Code to you in future.

Promo Codes are intended to be redeemed on the App one time only. Where Dott reasonably believes you knowingly circumvented the measures in place to ensure the foregoing, Dott may take any action against such abuse.

Dott exclude its liability for all action we may take in response to breaches of these Promo Codes Terms and Conditions. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

1.4. LIMITATION OF LIABILITY

To the fullest extent permitted by law, in no event will Dott or its directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of Promo Codes, even if Dott has been advised of the possibility of such damages.

1.5. GOVERNING LAW AND JURISDICTION

These Promo Codes Terms and Conditions, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of the country where you take the ride

using a Promo Code. Dott and you both agree to the exclusive jurisdiction of the courts of the country where you take the ride using a Promo Code.