

# Terms of Use

Please find our General Terms and Conditions ("GTC") for consumers below.

GTC Version 1 valid from 01.04.2020 until 01.04.2022 - [here](#)

GTC Version 2 valid from 01.04.2022 until 25.07.2023 - [here](#)

GTC Version 3 valid from 25.07.2023 until 14.09.2023 - [here](#)

GTC Version 4 valid from 14.09.2023 until 21.03.2024 - [here](#)

GTC Version 5 valid from 21.03.2024 until 30.05.2024 - [here](#)

GTC Version 6 valid from 30.05.2024 until 08.02.2026 - [here](#)

Current status of the GTC **Version 7** valid from: 09.02.2026 as of: 09.02.2026 - [here](#)

These GTC apply only to orders placed by you as a consumer. If You have any questions about this or if you do not want to accept the GTC, our customer service will of course always be available to you by email at [service@grover.com](mailto:service@grover.com).

For customers who are not consumers the following general terms and conditions apply:

[https://www.grover.com/business\\_at-en/g-about/agb](https://www.grover.com/business_at-en/g-about/agb)

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## 1. Scope

These GTC apply to all contracts, which are concluded by consumers for products and services that are offered via [www.grover.com](http://www.grover.com) ("Website"), in the Grover app and through Distribution Partners (hereinafter referred to individually or collectively as the "Platform").

The operator of the Grover app, the Website and the contractual partner of the customer (hereinafter referred to as "You", "Your" or "Customer") for contracts concluded via the Platform is:

Grover Österreich GmbH  
Hegelgasse 13, 1010 Wien  
Commercial register: Commercial Court of Vienna  
Commercial register number: 555792t  
Value added tax identification number: ATU77314112

Grover Group GmbH, in representation of Grover Österreich GmbH (hereinafter referred to as "Us", "We" or "Grover"), exercises its rights and duties under the contracts and

assumes them on behalf of Grover. When exercising a special purchase price or a purchase option via the platform, Grover acts internally on behalf of either Grover Finance I GmbH or Sustainable Tech Rental Europe II GmbH (hereinafter collectively referred to as 'AssetCos'). Grover is entitled to transfer any claims to a third-party service partner ('back-up servicer') and/or to have a back-up servicer handle the processing of contracts concluded via the platform, including the associated customer service.

A Customer is a consumer in the definition of Section 1 Consumer Protection Act (KSchG).

The agreements concluded between Us and the Customer are based exclusively on the following GTC and the contract confirmation. Deviating or supplementing general terms and conditions of the Customer do not apply. They shall not apply either in the case We do not expressly object to their inclusion.

The contract language is German. The GTC can be viewed and downloaded as a PDF via the link above.

The Customer is also permitted to print them out.

## 2. Object of the contract

The renting of new or used merchandise, including all items (including, but not limited to power supply units, manuals, cables, mouse, keyboard etc.) hereinafter referred to as "Merchandise" or "Rental Item" or "Rental Items", is agreed under this contract for the transfer for use, hereinafter referred to as the "Rental Agreement", via the Platform. The purpose of the contract is that the Customer receives the exclusive use of the Merchandise against payment of the agreed Rental Fee.

A contract for the purchase of Digital Products and/or Tech-Accessories and/or Grover Care ("Specific Products") can be concluded as well ("Purchase Agreement for Specific Products"). "Digital Products" are digital only products such as software licences or media subscriptions. "Tech-Accessories" are physical products which complement tech

products, for example bags or screen protectors. "Grover Care" is an add-on service that reduces a Customer's liability for Damage (as further described in Section 11, below). If

Grover Care Plus is an additional service that reduces the customer's liability in the event of damage (as described below in section 11). The free version of Grover Care always becomes part of the rental agreement if the customer does not select Grover Care Plus. Grover Care Plus only becomes an integral part of the rental agreement if explicitly selected by the customer.

### 3. Registration

You can conclude an Agreement only as a registered customer.

You can register when You place an order or separately from Your order.

You are required to provide exclusively true data when You register (e.g. Your name, address, email address, bank details) and, in particular, You must not provide data of third parties.

You are required to inform Grover of any changes in Your data without delay.

You shall be liable for any abuse of the login details by third parties, unless this abuse is at our fault. This can also entail that You will be required to pay for Products, which You have not ordered Yourself.

Natural persons may register and place orders only if they are of legal age and have full contractual capacity. We verify the minimum age by using a reliable procedure involving a personal identity and age check.

Upon successful registration, Grover will create a customer account for You.

## 4. Conclusion and extension of the Agreement, shipment or handover

### 4.1 Presentation of the Products on the Platform

The presentation of the Products on the Platform is subject to change, i.e. it does not represent a binding offer for the conclusion of an Agreement.

### 4.2 Conclusion and extension of a contract

#### 4.2.1 For orders via the Grover app or the Website

You can place a Product in the basket in the Grover app and on the Website by clicking the relevant button on the offer page. The amount of the payable rent, in case of Specific Products the purchase price respectively purchase price installment will be displayed to You on the offer page. You will make a binding offer for the conclusion of the contract only when You click on the respective button on the summary page. Up until this point in time, You can check Your information in the order mask at any time and correct it if necessary. Upon this order, You will receive a confirmation of Your order subject to change. After a successful check of the order, You will receive an email from us confirming the rental of the selected Merchandise, or in case of Specific Products the purchase of these hereinafter referred to as "Contract Confirmation." The Agreement becomes effective on receipt of this Contract Confirmation.

#### 4.2.2 For orders through the agency of a Distribution Partner

You can also get a rental through the agency of a stationary dealer, who is involved as a Distribution Partner of Grover, hereinafter referred to as "Distribution Partner." An online portal (hereinafter referred to as "Sales Portal") will be used for this purpose at the

location of the Distribution Partner. The operator of the Sales Portal is Grover Österreich GmbH. You can place an order via the Sales Portal. If You are not registered yet, You can register in the same process. You select the Rental Items available at the Distribution Partner and place a request for a rental on the Sales Portal. The amount of the payable rent will be displayed to You. You will make a binding offer for the conclusion of the contract only when You click on the button "Rent subject to payment" on the summary page. Up until this point in time, You can check Your information in the order mask at any time and correct it if necessary by means of the change button. Regarding the details of the respective offer, it is referred to the description of the offer on the Sales Portal, hereinafter referred to as "Offer Description." You will receive an email in which We confirm the receipt of Your order and in which We ask You to verify Your email address. After You have verified Your email address, We will check Your order. After a successful check of the order, You will receive a "Contract Confirmation." The Rental Agreement becomes effective on receipt of this Contract Confirmation.

The Distribution Partner helps You with the registration and orders.

On receipt of the Contract Confirmation, the Distribution Partner will transfer the Rental Item to You.

#### 4.2.3 Extension and modification of Rental Agreements

You can extend current Rental Agreements via the customer account or modify them (especially in view of the minimum contract term): You can place a binding offer for the extension or modification of a current Rental Agreement only by clicking on the respective button. In case a contract includes Grover Care and our Service Fees (described in Section 11.2.2) have changed meanwhile, the new Service Fees will apply. After a successful check of the extension request, You will receive an email from us confirming the extension of the rental term or the modification, hereinafter referred to as "Contract Confirmation." On receipt of this Contract Confirmation, an agreement on the extension or

modification of the Rental Agreement will become effective. Then the agreed new contract or minimum contract term will apply.

#### 4.2.4 Verification, check of identity and age

The order process, which is to be completed for the conclusion of a contract or for an extension, can also include the Customer's verification of his/her mobile phone number via his/her smartphone, and a check of identity and age.

#### 4.3 Customer and access data

You warrant that all data You entered when ordering (e.g. Your name, address, email address, bank details) is accurate and that You have not used any data of third parties. You are required to inform Grover of any changes in Your data without delay.

#### 4.4 Shipment and handover

##### 4.4.1 For orders via the Grover app or the Website

If the Product is ordered via the Grover app or the Website,

In case of a Rental Item: the Rental Item will be shipped only after You have paid the first monthly rent. For as long as the condition of the first payment has not been fulfilled, We shall have the right to withhold the Rental Item. No fee for use shall be payable for the period between the shipment of the Rental Item and the delivery to the Customer (in this regard, see Section 5). The obligation for the payment of the rent shall begin to apply only upon the delivery of the Rental Item to the Customer.

In case of a Specific Product: The Specific Product will be shipped/delivered only after You have paid the full purchase price. For as long as the condition of the payment of the

full purchase price has not been fulfilled, We shall have the right to withhold the Specific Product.

#### 4.4.2 For orders through the agency activity by an Distribution Partner:

If the Rental Item is ordered through the agency of a Distribution Partner , the Distribution Partner shall transfer the Rental Item to the Customer on site upon the signing of the contract and payment of the first monthly rent. Handovers to businesses are made exclusively to the authorised representative. The rental subject to payment shall begin upon the handover of the Rental Item.

## 5. Start of the rental, term and termination of the Rental Agreement

### 5.1 Start of the rental and term of the Rental Agreement

The rental term shall begin on the delivery of the Rental Item to the Customer, hereinafter referred to as "Delivery." The Delivery will be made by shipment and handover by us or a Distribution Partner or a parcel service contracted by us or by the Distribution Partner.

The term of the Rental Agreement depends on Your choice when You place the order. Unless a deviating provision is agreed in the specific case, the contract will be valid for an indefinite period.

### 5.2 Ordinary termination

Both you and us has the right to terminate the Rental Agreement with four weeks' notice to the end of each contract month of the Rental Agreement, without a statement of reasons but at the earliest, if a minimum term is agreed, to the end of the agreed minimum term of the Rental Agreement.

If Grover has granted the Customer a Purchase Option for a specific Rental Item in the Rental Agreement (in accordance with Section 12.5.1.), Grover can only terminate the Rental Agreement with ordinary termination with effect to the end of the Time-To-Own Period or later; provided that a Customer's right to exercise a Purchase Option remains unaffected until the end of the term of the Rental Agreement. The Time-To-Own Period is displayed to the customer in the checkout process. It is calculated individually for each Rental Item and depends, among other factors, on the value of the Rental Item, the amount of monthly rental payments, and the time when the Rental Agreement is concluded.

### 5.3 Extraordinary termination

The right of extraordinary termination of the Rental Agreement for good cause without notice remains unaffected. Grover shall have a right of extraordinary termination, in particular if

- the Customer is in arrears with the payment of the Rental Fees on two consecutive due dates;
- the Customer is late with the payment of the Rental Fee, even though the Customer has already been warned or reminded for repeated delays in payment;
- the Customer transfers the Rental Item to third parties without permission;  
or
- the Customer violates our rights by putting the Rental Item into significant harm's way by neglecting the duties of care incumbent on it or due to inadequate maintenance or improper use, or
- the Customer dies.

If several Rental Agreements exist between Us and the Customer and if We have a right of extraordinary termination without notice for good cause with regard to one of the Rental Agreements, We can also terminate the other Rental Agreements extraordinarily without

notice if the continuation of the additional Rental Agreements cannot be reasonably expected from Us due to the Customer's conduct being grossly contrary to good faith. This is the case, in particular if the Customer

- intentionally damages a Rental Item;
- fraudulently conceals or attempts to fraudulently conceal a damage caused on a Rental Item from Grover;
- intentionally damages Grover; or
- uses a Rental Item in the course of or for the purpose of intentionally committing criminal offences.

## 5.4 Notice of termination

You can terminate the Rental Agreement (toward the next possible termination date) by giving notice (i) in text form or (ii) online in the customer portal by clicking on the respective button.

## 5.5 Return of the Rental Item

5.5.1. You are obligated to return the Rental Item to Grover, including all equipment directly upon the end of the Rental Agreement. Apart from the normal signs of use, You must return the Rental Item in the condition it was in when You received it in particular, You must remove any password protection, linking of the Rental Item to a personal account or other lock that prevents or hinders the use of the Rental Item by third parties.

5.5.2. Irrespective of any claims for damages, we may charge you the Residual Value of the Rental Item if it is not returned within 3 weeks of the end of the contract.

The term "Residual Value" means the current market value of the Rental Item (in connection with the determination of the Residual Value "current" means in regard to the termination of the contract the time when the contract ends, in regard to a damage the time we received your report regarding the damage and with regard to a purchase the time we received your purchase request).

5.5.3. If you return the Rental item incomplete, we are free to charge you for the resulting damage if you do not promptly return the missing parts of the Rental Item despite being requested to do so.

5.5.4. Should You return the Rental Item with password protection, linkage of the Rental Item to a personal account or other lock that prevents or hinders the use of the Merchandise by third parties, We reserve the right to have the Rental Item unlocked at Your cost. In that case, You will be obligated to pay a flat fee of € 49. If You can prove that unlocking costs were lower than the flat fee, the lower amount shall be paid.

5.5.5. To return the Rental Item or Tech-Accessory, we ask you to use the return label provided by us or the QR return code provided by us, and to use the delivery service provider specified there.

5.5.6. If you do not use the return label provided by us or the QR return code provided by us, you bear the risk of loss or damage to the Rental Item during return shipment.

5.5.7. You may return the Rental Item from an EU country outside of the country Your address is registered with us in, but in this case You will bear all the costs and all risk of loss or damage to the Rental Item during return shipment. You shall not initiate a return from any country outside of the EU, if you do, you will bear all risk of loss or damage to the Rental Item during return shipment and all the costs connected to this (including potential customs).

## 5.6 Continuation of the Rental Agreement in case of continued use

If You continue the use of the Rental Item after the end of the Rental Agreement, the rental will be extended for one further month, respectively, unless Grover objects thereto. If Your contract includes Grover Care, Your Grover Care will be extended accordingly. Sections 1114 ff of the General Civil Code (ABGB) do not apply.

## 5.7 Data backup

On the return of the Rental Items, Grover will delete all data stored on the Rental Items without a possibility of restoring this data. You must therefore back up the data stored on the Rental Items before You return them.

# 6. Right to withdraw

## 6.1 Entitlement

If the Customer is a consumer and if he/she has rented the Rental Item or made a purchase via the Grover app or the Website, he/she has a right to withdraw his/her statement of intent. No right to withdraw is at the disposal of Customers, who are businesses, and Customers, who are consumers and have rented the Rental Item through the agency of a Distribution Partner.

For Digital Products, you will lose your right to withdraw (cancel order with refund) because — by clicking “I accept” button — you will explicitly agree and confirm your acknowledgement that

- Grover starts the performance of the contract before the end of the withdrawal period, and
- by agreeing to this your withdrawal right ceases with the beginning of the performance of the contract.

## 6.2 Instruction on the right to withdraw

### 6.2.1 Right to withdraw

Insofar as You have a right to withdraw, You have the right to withdraw the Agreement within fourteen calendar days without a statement of reasons.

The withdrawal period is fourteen calendar days from the day on which you or a third party other than the carrier and indicated by you acquire(s) physical possession of the last good.

. To exercise Your right to withdraw, You have to inform us by means of a clear statement (**e.g. a letter sent by post, fax or email**) about Your decision to withdraw the Agreement at this address or email:

[To exercise Your right to withdraw, You have to inform us:](#)

Grover Österreich GmbH  
Hegelgasse 13  
1010 Wien  
Email: [service@grover.com](mailto:service@grover.com)

**For all returns please use the return labels or return QR codes as described in Section 5.5.**

To observe the withdrawal period, it is sufficient if You mail the notification of the exercise of the right to withdraw before expiration of the withdrawal period. **Please note that the address is intended only for your revocation notice. The return will be made to the address mentioned in 6.2.2.**

### 6.2.2 Consequences of revocation

Insofar as You have a right to withdraw, if You withdraw from the Agreement, We shall refund all payments to You that We have received from You, including the delivery costs (except for the additional costs incurred because You have chosen a different delivery type than the most efficient standard delivery offered by us), without delay and at the

latest within fourteen days from the day on which the notification of Your withdrawal of the contract was received by Us. We will use the same payment method for this refund, as the one that You have used in the original transaction, unless otherwise explicitly agreed with You. You will never be charged any fees for this repayment. In case of Rental Items and Tech-Accessories we can refuse to refund the payment until We have received them back or until You have provided proof that You have returned them , whichever is the earlier date.

You shall return the Rental Item and/ or Tech-Accessory (as applicable) to us by shipment or handover in person without delay, whereas in any case, at the latest within fourteen days from the day on which You informed us , to the following

**Return address:**

INGRAM MICRO SERVICES  
c/o Ohi Solutions GmbH  
Tor 11 - 12  
Lise-Meitner-Str. 23  
24941 Flensburg  
Germany

The period will be deemed observed if You ship the Rental Item and/ or Tech-Accessory (as applicable) before expiration of the fourteen calendarday period.

You shall bear the direct costs for the return shipment of the Rental Item and/ or Tech-Accessory (as applicable). Returning the Rental Item and/ or Tech-Accessory (as applicable) to the wrong address may result in delay of repayment.

## 7. Terms of Delivery

If You have rented the Rental Item or purchased a Specific Product which has to be delivered via the Grover app or the Website (Section 4.2.1), the following Terms of Delivery apply:

The Rental Item, or the Specific Product which needs delivery shall be delivered to the shipping address You have given. Grover has a right to make part deliveries within reasonable limits. Any additional costs incurred for this shall be borne by Us. If Grover should discover during the processing of the order that the Product ordered by You is not in stock, in spite of a most careful check of the inventory and for reasons outside of Grover's responsibility, You will be informed of this by email and no contract will be effected. If Grover has previously accepted Your offer to conclude a contract by sending the Contract Confirmation, We shall be entitled to withdraw from the contract. Any payments made will be refunded immediately. The delivery periods indicated in the context of the Offer Description are approximate indications. They therefore apply only as agreed approximate values. If the indicated delivery date is exceeded by more than four weeks, each of the Parties shall have the right to withdraw from the contract. If Grover has no fault for lasting delivery problems, in particular in cases of force majeure (e.g. pandemics like COVID-19) or a lack of supply from its own suppliers, although a corresponding covering transaction has been exercised on time, We shall have the right to withdraw from the contract with You to the same extent. You will be informed of this without delay and any received consideration, in particular payments, shall be refunded immediately. Your legal rights remain unaffected for the rest.

## 8. Rental Fees, purchase price and shipment costs

Rental Fees for Rental Items:

Grover charges fees for the use of the Rental Item ("Rental Fees"). The amount of the Rental Fees results from the Offer Description. The total rental price is calculated from the

following components: Rental Fee per month times the number of months in the term of the contract. All rental prices are understood as end prices and include the statutory value added tax. Besides the end prices, further costs depending on the shipment type will be incurred, which will be shown before the order is shipped.

Grover has the right to change the Rental Fees for the period after the end of the minimum contract term, if any. Grover will inform You of the change at the latest six weeks before the change takes effect. If You do not agree with the change, You can cancel the contract up to two weeks before the price change takes effect. If no notice of the termination is given, Your agreement to the price change will be assumed. Grover will inform separately of the possibility of termination and the observation of the deadline.

### **Purchase Price for Specific Products:**

For Specific Products you are charged a purchase price. The purchase price is understood as a gross price including the statutory value added tax as applicable at the time of the order. Please note that possible vouchers, discount codes, loyalty programmes or similar are regularly only deducted from the rent for a Rental Item but not from the purchase price for a Specific Product.

### **Purchase price for a Rental Item with a Purchase Option**

If You purchase a Rental Item with a Purchase Option you are charged a purchase price. The details regarding the purchase price for the Rental Item are set out in Section 12.5.

## **9. Terms of payment**

### **9.1 Payment option**

The payment will be settled by Grover. Exclusively the following options for payment are available to You: payment service providers (e.g. PayPal), credit card, VISA debit card,

under certain circumstances SEPA direct debit and, with explicit agreement, bank transfer. If a payment service provider is used, it will enable Grover and You to settle the payment with each other. For this purpose, the payment service provider will forward Your payment to Grover. You will receive information about this on the Website of the respective payment service provider. For payment by credit card, the Customer must be the rightful card holder. The final charge to the credit card will be made on confirmation of the request for the rental. The credit institution, BIC and IBAN of the Customer's bank account will be required for a SEPA direct debit procedure. By selecting the SEPA direct debit procedure, You permit Grover to debit payments from Your bank account by direct debit mandate.

At the same time, You instruct Your credit institution to cash the direct debits charged by Grover against Your bank account. Your bank account will be charged after completion of the order. Under the terms agreed with Your credit institution, You can also request the refund of the debited amount within eight weeks after the debit date. You can view Your SEPA direct debit mandate in Your Customer account at [www.grover.com](http://www.grover.com) and revoke it in accordance with Section 40 Payment Services Act (ZaDiG).

You authorise Grover to debit all rental costs and all other claims related to the rental agreement, in particular claims for damages, from the selected payment option. This authorisation remains valid for 14 days after the end of the contract so that Grover can also debit claims that only become apparent after the rental item has been returned. If the debit does not relate to the usage fee or the purchase price, Grover will notify you of the debit by email at least 5 working days in advance.

## 9.2 Rental Fees and purchase price

The Rental Fees shall be paid in advance by the Customer.

The Rental Fees shall be paid by the Customer, regardless of the actual use of the Rental Item and they will not be refunded if the Customer returns the Rental Item to Grover

already before the end of the contract term or if the Customer does not use it for other reasons. No right for partial refund or crediting applies.

If a contract has a minimum term, (i) the first payment of the Rental Fee shall be made on the conclusion of the Rental Agreement and before the shipment or handover of the Merchandise (in this regard, see Section 4.4), and (ii) all further payments shall be made as of the second month of use, i.e. one month after the delivery date, respectively (e.g.: for an order on 1 March and delivery on 10 March, the 1st payment will be due on 1 March and the 2nd payment on 10 April, the 3rd payment on 10 May, etc.)

Upon confirmation of your order, we may automatically authorise an amount from your chosen payment method even before contract confirmation in order to confirm the availability of payment ('Auth & Capture'). The pre-authorised amount may vary depending on your location, device type and other factors.

You have to pay the purchase price for Rental Items with a Purchase Option and the Custom Purchase Price at the time of the purchase.

### 9.3 Default

If the Customer defaults on payment, Grover shall be entitled to charge default interest in the amount of 4 percentage points above the base interest rate. Grover reserves the right to prove a higher damage. At our sole discretion we may refer any of Your due and outstanding debts to a debt collections agency for collection.

### 9.4 Prohibition of set-off and right of withholding

Customers may only set-off claims that are uncontested by Grover or claims against Grover that have been established as final and absolute against Grover's payment claim. The Customer may exercise a right of withholding only if its counterclaim is based on the same contractual relationship.

## 10. Customer's responsibility for the Rental Item

You receive the Rental Item exclusively for use over a certain period. You must not modify it. A repair of a defect in accordance with the provisions of Section 1097 ABGB or wear and tear of the Rental Item in the course of the use in accordance with the contract in the definition of . Section 1109 ABGB is not deemed a modification of the Rental Item. The Customer shall not be entitled to a refund of expenses for modifications it has made pursuant to Section 1097 ABGB or other statutory provisions. Grover is entitled to restore the original condition at the Customer's cost upon the expiration of the contract. This shall not apply if the original condition can only be restored at disproportionately high cost; in that case, the claims of Grover for damage compensation shall remain unaffected.

## 11. Damages and loss of the Rental Item, Grover Care

### 11.1 Damages

11.1.1 The rental item must be used in the usual manner and with care, minimising expected wear and tear. In the event of any damage or other impairment to the rental item during the rental period, you are obliged to inform Grover immediately in writing of all details of the event that led to the damage to the rental item or other impairment. In the event of damage to the rental item and other breaches of the rental agreement concluded between you and Grover, you shall be liable in accordance with the statutory provisions.

11.1.2 You are required to keep the original packaging of the rental item and to return the rental item to us in this packaging at the end of the rental period. If the rental item is damaged during return shipping due to inadequate packaging, we reserve the right to charge you for this damage.

## 11.2 Liability of the Customer/Grover Care

11.2.1 During the ordering process, you can choose between different Grover Care Packages in addition to the rental item. These become an integral part of the rental agreement upon confirmation of the order. All details of the packages are displayed during the order process and later in your customer account under 'MyTech'. Damage will also be invoiced for all items provided with the rental item in accordance with Section 2 (including, but not limited to, power supplies, manuals, cables, mouse, keyboard, etc.).

11.2.2. The specific amount of damage depends on the type of device and the nature of the damage. The possible damage calculation for your rental item will be shown to you as an example during the ordering process, but may differ in the event of actual damage.

11.2.3 You are also liable for the rental of the rental item if you are responsible for damage to the rental item and the damage is not covered by Grover Care Plus.

11.2.4 If you report damage covered by Grover Care Plus, Grover is entitled to choose between repairing the rented item and sending you an equivalent replacement device. Repairs will only be carried out up to the residual value of the damaged device. Replacement will only take place if comparable devices are in stock. We can only deliver the replacement item to your registered address. We will not charge you any additional costs for the replacement item.

11.2.5 In the event of damage to a rental item, you may return the device to us in accordance with 5.5.6, 5.5.7 and 5.5.8.

## 12. Special provisions for Grover Cash, Digital Products, Purchase Option and Custom Purchase Price

### 12.1. Grover Cash Program Terms

Grover Cash is a virtual credit that can be earned and used to pay for Grover subscriptions for Rental Items in accordance with these Grover Cash Program Terms as set forth in this Section 13.3. ("Grover Cash Program Terms"). Grover Cash is calculated in EUR (e.g. users can earn EUR 10 in Grover Cash and spend these EUR 10 on subscriptions).

Grover Cash can be earned by successful referrals to new Grover customers.

### 12.1.1. Earning Grover Cash through Successful Referrals

Customers who have an account with Grover ("Existing Customers") can earn Grover Cash by successfully referring Grover to natural persons who currently do not have and have not had in the past a subscription with Grover ("New Customers") in accordance with the following second and third paragraphs of this Section. New Customers will receive Grover Cash through such referrals in accordance with the fifth paragraph of this Section.

Existing Customers earn credits stipulated in Section 1.1 of the [Grover Cash Program Schedule](#) in Grover Cash ("Referral Credits") for each Successful Referral. A Successful Referral requires that (i) the Existing Customer sends a personalized link to a New Customer (ii) the New Customer uses the link to conclude an agreement with Grover on the subscription of a Grover product (which may require data checks and credit checks of the New Customer upon Grover's discretion in accordance with the GTC) and (iii) the New Customer pays the first subscription rate. The Referral Credits will be credited towards the Existing Customer's Grover Cash balance 14 (fourteen) days after the delivery of the Grover product to the New Customer.

Prior to sending the personalized referral link as mentioned above, the Existing Customer shall ensure that the respective recipient consents to the receipt of the referral. Otherwise, the Existing Customer shall be liable to Grover for any claims brought forward by the recipient against Grover due to unsolicited contacting. The Existing Customer shall

support Grover in the legal defence against such claims. The Existing Customer shall fully indemnify Grover against all such claims unless the Existing customer proves that he is not responsible for such unsolicited contacting.

Existing Customers shall not (i) send referrals in the form of mass mailing, (ii) send referrals to strangers or (iii) send referrals in any (other) form that violates applicable law, in particular in the form of "spam". Existing Customers shall not make referrals for commercial purposes.

Upon completion of a Successful Referral, the New Customer equally receives the Referral Credits stipulated in Section 1.1 of the [Grover Cash Program Schedule](#).

In total, each Existing Customer can make a maximum of Successful Referrals, earning a maximum of Referral Credits stipulated in Section 1.2 of the [Grover Cash Program Schedule](#) in the course.

The specific terms in relation to Referral Credits, in particular their value and the maximum amount that an Existing Customer can earn, are set forth in the [Grover Cash Program Schedule](#) and may change from time to time. The changed terms will then be set forth in an updated version of [Grover Cash Program Schedule](#).

The value of Grover Cash in the form of Referral Credits which an Existing Customer can earn with a Successful Referral, is determined at the time the Existing Customer has sent an invitation – the personalized link – to a possible New Customer, and can be found in the [Grover Cash Program Schedule](#) which is applicable at the time the invitation was sent.

Customers can view their current balance of Grover Cash via [www.grover.com](http://www.grover.com) ("website") and in the Grover App.

### 12.1.2. Spending Grover Cash

Grover Cash can be used only for the purposes expressly specified in this Section 12.3.

Grover Cash is not automatically redeemed. Users decide when and in what amount they use Grover Cash. They can redeem it for their existing subscriptions both via [www.grover.com](http://www.grover.com) ("website") and in the Grover app.

Users can redeem Grover Cash to discount their existing subscriptions with Grover under the following conditions;

- a. Grover Cash can be spent only on existing subscriptions, i.e. not on the first rate of a new subscription.
- b. Users can select the (existing) subscription to which the Grover Cash shall be applied.
- c. Users can spend between EUR 1 and the maximum monthly redemption amount in Grover Cash ("maximum monthly redemption amount") per subscription, stipulated in the [Grover Cash Program Schedule](#). Customers can choose the amount in steps of EUR 0,01.
- d. The spending of Grover Cash will reduce the upcoming monthly subscription fee of the selected subscription.
- e. Users can repeatedly redeem Grover Cash for future subscription fees as long as the total amount does not exceed the maximum monthly redemption amount in Grover Cash per month per subscription. There is no limit on the number of subscriptions that users may spend Grover Cash on. There is no limit on the total of Grover Cash that users may spend over various subscriptions and/or months, except for the maximum monthly redemption amount.

Grover Cash is personal and can only be used by the customer who has earned it. Grover Cash is not transferable to third parties. The sale, exchange, offering for auction or any other transfer of Grover Cash to a third party is prohibited. Negotiating for the purchase or

sale of Grover Cash, the purchase of Grover Cash from Users or a third party, and the unauthorized use of Grover Cash are also prohibited.

Grover Cash cannot be applied towards purchases of products from Grover.

### 12.1.3. Expiry of Grover Cash (Lost without Spending)

Grover Cash will expire after 30 (thirty) months, counting from the day the respective amount of Grover Cash has been earned. The user will be notified at least 3 (three) months prior to expiry of its Grover Cash.

### 12.1.4. Discontinuation, Termination, Changes to the Grover Cash Program

Grover reserves the right to discontinue the Grover Cash program at any time without providing reasons subject to 4 (four) weeks' notice by e-mail or other communication channels.

Grover can temporarily limit or suspend the Grover Cash program entirely or for individual customers and/or temporarily limit or suspend a customer's access to their account to prevent improper use, abuse or in the event of malfunctions or other irregularities or a customer does not comply with the Grover Cash Program Terms. Grover will limit the suspension or limitation in time and scope as reasonably possible under the circumstances. Grover will notify the relevant customers of the limitation or suspension without undue delay.

Grover reserves the right to make any changes or additions to these Grover Cash Program Terms, providing this does not discriminate against the customers in bad faith. Changes or additions to the earning of Grover Cash, the spending of Grover Cash or other

processes for Grover Cash will be notified to the Grover Cash users by e-mail or other communication channels.

## 12.2. Digital Products

In case you are purchasing Digital Products from us the following terms will also apply:

You are being granted a limited license through your purchase. Your license to each Digital Product is subject to your prior acceptance of a custom end user license agreement ("EULA") between you and the Digital Product provider (the "Licensor"). Your license to any Digital Product is granted by the Licensor of that Digital Product. The Licensor reserves all rights in and to the Digital Products not expressly granted to you.

Scope of License: Except as provided in the applicable EULA, you may not distribute or make the Digital Products available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Digital Products, including the product key or code that you receive to purchase the Digital Item license.

Except as permitted in the EULA, you may not

(A) copy, reverse-engineer, disassemble, decompile, attempt to derive the source code of, modify, or create derivative works of the Digital Products, any updates, or any part thereof, including product keys;

(B) take any action contrary to the EULA;

(C) copy or otherwise reproduce any product, product component or materials;

(D) modify, alter, tamper with or reduce the content of any Digital Products, Digital Product component or materials in any way; or

(E) introduce any computer virus or other illicit code in any Digital Product, materials or vendor system.

In addition, you may not link or bundle the sale of any Digital Product or component thereof with any unauthorized third-party product that creates a likelihood of confusion as to the source or origin of the Digital Products, without prior written approval from Grover.

Grover will additionally collect metadata about your purchase of the Digital Item in accordance with its privacy policy.

## 12.3 Purchase option and [option to purchase at a Custom Purchase Price](#)

### 12.3.1. Purchase Option

If the Offer Description includes a Purchase Option (the right—but not the obligation—to buy the Rental Item at a specific price on or before a certain date), the following provisions shall apply:

You can exercise Your Purchase Option at any time during the rental term. If you exercise the Purchase Option after the Time-to-Own Period (as defined in Section 5.2), the purchase price will be 1 EUR, if you exercise it during the Time-to-Own Period, the purchase price will be calculated as follows: 1 EUR plus monthly rent times the remaining months of the Time-to-Own Period. This calculation is based on the following: in accordance with the Offer Description, if You exercise the Purchase Option, the rent paid by You up until the time you exercise the Purchase Option will be counted against the purchase price.

The purchase price is understood as a gross price including the statutory value added tax as applicable at the time of the order. Please notice that possible vouchers, discount codes, loyalty programmes or similar are regularly only deducted from the rent but not from the purchase price for Rental Items with a Purchase Option.

By clicking on the respective button, You will purchase the Rental Item. After the order has been checked, You will receive an email from us confirming the purchase of the selected Rental Item, hereinafter referred to as "Contract Confirmation."

### 12.3.2. Custom Purchase Price:

If a Rental Agreement does not provide for a Purchase Option, you have an option to purchase the Rental Item under the following conditions :

We may grant Customers the option to purchase the Rental Item at any time before or after the minimum rental period. You may also ask to be granted a purchase option. The respective purchase price will be specified when the option is granted because it depends on individual factors, such as the model, initial purchase price and the Residual Value of the device ("Custom Purchase Price").

For more information on the option to buy the Rental Item at a Custom Purchase Price, please contact Customer Service directly.

12.3.3. The Rental Agreement will end if a Purchase Option is exercised validly or the Rental Item is purchased at a Custom Purchase Price.

12.3.4. The purchased Rental Item (both in case of the exercise of the Purchase Option and a purchase for a Custom Purchase Price) remains the property of Grover or the AssetCos up until the complete payment of the purchase price. You are obligated to keep it exempt from the rights of third parties until the complete payment of the purchase price. In case you have any debts towards Grover, we have the right to withhold the title of the Rental Items until You have settled all your debts. This also means for You that You cannot acquire ownership to Rental Items as long as you have not paid all your outstanding invoices.

12.3.5. For both the purchase by exercising the Purchase Option and the purchase for a Custom Purchase Price You are obligated to pay the purchase price (as set out in 9.2), for which purpose, exclusively the payment instruments named in Section 9.1 are available to You. The payment will be due immediately on exercise of the purchase option.

## **13. Warranty, liability**

The legal warranty regulations apply, unless determined otherwise hereinbelow.

In case of defects on the Rental Item, Grover is entitled to repair the Rental Item or provide an equivalent item to You as replacement.

For Tech-Accessories, your warranty claims are governed by the statutory provisions. Grover is not liable for warranty promises of manufacturers.

For Digital Products any warranty by Grover will be excluded for defects or damage that occur by you as a result of your incorrect or negligent handling, or your failure to follow Grover's instructions.

The warranty period for the purchased Rental Item will be one year as of the purchase date (the date when the Rental Item is purchased at a Custom Purchase Price or the date when the Purchase Option is exercised).

## **14. Grover's liability**

Grover shall be liable for damages without limitation if the cause of the damage is based on an intentional or gross negligent breach of duty by Grover, a legal representative or vicarious agent. Liability for slight negligence and liability for vicarious agents is excluded to the extent permitted by law.

The liability for the compensation of default damages shall be limited to the predictable, typically occurring damages as at the time of the signing of the contract. This liability limitation shall not apply in the event of intent or a gross negligent breach of duty. The foregoing liability limitations shall not apply to damage compensation claims arising from injury to life, body or health, granting a guarantee of properties and condition, or fraudulent concealment of defects by Grover.

Liability pursuant to the Product Liability Act remains unaffected. Any statutory privileged position as to liability in our favour remains unaffected.

## **15. Indemnification from liability**

The Customer shall indemnify Grover from all claims brought by third parties against Grover for improper use contrary to the contract or any illegal use of the Products, unless these are outside of its responsibility. In the event of an indemnification pursuant to clause 1, the Customer shall compensate Grover for all damages, which Grover has incurred due to the improper use contrary to the contract or any illegal use including any costs for the legal defence. The Customer shall inform Grover directly if third parties claim improper use contrary to the contract or any illegal use of the Rental Item and support Grover in the legal defence.

## **16. Use of the Platform**

We expressly point out that the use of the Platform bears risks. This relates in particular to risks caused by mailing malware, spam (unsolicited mailing of advertising emails), theft of passwords, electronic trespassing and manipulation, hacking and other forms of unauthorised disclosure of the data of customers, harassment and forgeries. Grover will employ all appropriate efforts to minimise these risks. This shall not establish a duty to assume liabilities. Your use of the Platform is at your own risk to this end. Maintenance work, retrofitting or upgrades, errors or "bugs", as well as other causes or circumstances

can result in interruptions or faults in the operation of the Platform. Grover shall rectify any technical failures without delay within the scope of the technical possibilities.

## 17. Prohibition of assignment, transfer for use, pledging

Claims or rights of the Customer against Grover may not be assigned or pledged without Grover's agreement, unless the Customer has a justified interest in the assignment or pledging.

During the rental term, You may not transfer the Rental Item for use to any third party without our prior written agreement and, in particular, You may not sell, give away, rent or loan it. This shall not apply to the use free of charge by persons who are members of the Customer's household or employees of the Customer, insofar as this is legally permitted.

You are obligated to keep the Rental Item exempt from the rights of third parties for the rental term.

During the term of the Rental Agreement, no Rental Item in Your possession may be leased, encumbered by a lien or otherwise made the object of a transaction.

## 18. Data protection

Please take notice of our [Data Privacy Policy](#).

## 19. Customer service

If You want to reach our customer service, You can send an email to [service@grover.com](mailto:service@grover.com) or a message directly to us by clicking on the Chat button on the bottom right on grover.com.

## 20. Changes

We have the right at any time to make changes to these General Terms and Conditions ("GTC"), provided that the changes do not relate to this Section 21 or primary performance obligations or the fee for the primary performance and the changes do not amount to the conclusion of a new contract nor relate to the adjustment of fees, which aims at a payment beyond the fee agreed for the primary performance. You will be notified of the changed terms in text form at least six weeks before their effective date. The changes will be deemed approved if You do not object to them within six weeks from receipt of the notification. Grover will inform separately of the possibility to object and to the observation of the deadline. If You exercise the right to object, the changes will not become a part of the contract and the contract will be continued without changes. In case the Customer objects to the changed General Terms and Conditions within the time limit, Grover shall have the right in consideration of the Customer's legitimate interests to terminate the contract existing with the Customer on the date on which the change takes effect. Corresponding contents of the Customer will then be deleted from the database. The Customer cannot derive any claims against Grover from this.

## 21. Applicable law

The contractual relationship existing between Grover and the Customer is governed by the law of the Republic of Austria. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. If the Customer is a consumer, the choice of law shall not entail that he/she will be deprived of the protection, which is granted to him/her pursuant to the mandatory legal regulations on consumer protection, which applies at the place of his/her habitual abode. The choice of law also does not mean that he/she must enforce his/her right in a foreign court.

## 22. Final provisions

If individual provisions of the GTC should be invalid, this shall not affect the validity of the GTC in the remaining part. Grover is permitted to transfer the rights and obligations under the contract with the Customer in full or in part to another company. In the event of contract assumptions by a third-party company, the Customer shall receive a notification from Grover about the assumption of the contract, which shall also state a deadline within which the Customer may terminate the contract and demand the deletion of the customer account if the Customer does not agree with the transfer to the third-party company.