

Terms of Use for End-Users under the GB Terms

A. DRONES

Special provision on the use of drones

The applicable legal regulations shall be observed as well as the manufacturer's operating instructions for the use of drones.

You have to ensure that You

- Have all required certificates and permits, which are required pursuant to applicable law, in particular EU Regulations No 2018/1139, No 2019/945 and No 2019/947, the German Air Traffic Act ("LuftVG") and the Air Traffic Ordinance ("LuftVO") (e.g. an "EU Certificate of Competence" or an "EU Remote Pilot Certificate" ["Drone Pilot License"]);
- Are familiar with the manufacturer's operating manual;
- Comply with applicable registration duties, in particular pursuant to Art. 14 EU Regulation No 2019/947, i.e. You have registered in particular as a drone operator with the German Federal Aviation Authority and You have appended Your registration number on the drone (which must be removed from the drone again when it is returned to Grover);
- Fulfill all duties as operator of drones according to the Annex to EU Regulation No 2019/947, including the following duties, in particular:

UAS.OPEN.050 Responsibility of the UAS Operator

You, as UAS operator, must fulfill all of the following requirements:

- *You must develop operational procedures adapted to the type of operation and the risk involved;*
- *You must ensure that all operations effectively use and support the efficient use of radio spectrum in order to avoid harmful interference;*
- *You must designate a remote pilot for each UAS operation;*
- *You must ensure that the remote pilots and all other personnel performing a task in support of the operations are familiar with the user's manual provided by the manufacturer of the UAS, Model Cancellation Policy UAS; and*
- *Have appropriate competency in the subcategory of the intended UAS operations in accordance with points UAS.OPEN.020, UAS.OPEN.030 or UAS.OPEN.040 to perform their tasks or, for personnel other than the remote pilot, have completed an on-the-job-training course developed by the operator;*

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- *Are fully familiar with the UAS operator's procedures;*
- *Are provided with the information relevant to the intended UAS operation concerning any geographical zones published by the Member State of operation in accordance with Article 15;*
- *Update the information into the geo-awareness system when applicable according to the intended location of operation;*

Regulation (EU) No 2019/945

In the case of an operation with an unmanned aircraft of one of the classes defined in Parts 1 to 5 of Delegated Regulation (EU) 2019/945, You must ensure that the UAS is:

- *Accompanied by the corresponding EU declaration of conformity, including the reference to the appropriate class; and*
- *The related class identification label is affixed to the unmanned aircraft.*

Moreover, You must

- *Ensure in the case of an UAS operation in subcategory A2 or A3, that all involved persons present in the area of the operation have been informed of the risks and have explicitly agreed to participate.*
- *Comply with the rules on the minimum age (usually, remote pilots must be 16 years of age according to Art. 9 (1) EU Regulation No 2019/947;*
- *Observe the legally permissible altitude applicable to drones;*
- *Observe regulations that prohibit the flying and operation of drones in certain places and in certain zones and situations;*
- *Apply the required care in traffic during the use, i.e. in particular but not exclusively that You fly the drone only within the line of sight – unless otherwise regulated as an exception – refrain from any use drones above*
- *gatherings of people and in poor weather conditions and refrain from flying a drone while under the influence of alcohol; and*
- *Observe the data protection regulations in the recording, publication and dissemination of photo and video recordings with the use of drones, and that You respect the personal rights of the people depicted.*

Grover expressly instructs the end-user that the drone is an aircraft in the definition of the LuftVG, to the consequence that the end-user is liable independent of fault for any risks based on the end-user's sole power of control over the drone as its holder and that the conclusion and confirmation of a liability insurance policy is mandated by law. During the rental term, the end-user is the holder of the drone.

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Solely the end-user is liable for damages arising from a failure to observe the legal regulations and for any improper use of the drone.

B. E-SCOOTERS

Special rule for contracts for e-scooters:

For the use and operation of e-scooters, the applicable legal regulations must be observed during the use and participation of e-scooters in public road traffic, in addition to the [manufacturer's operating instructions](#).

Conditions to be met by the end-user

The end-user

- must be at least 18 years of age or of legal age;
- have experience or minimum skills driving e-scooters;
- be familiar with the operation and safe use of e-scooters; and
- have appropriate physical and mental fitness for driving an e-scooter;
- have knowledge of road traffic regulations of the city and the rules as well as local, municipal and state laws regarding the use and driving the e-scooter.

End-user's duties

You have to ensure that You

- Drive and use the e-scooters exclusively in public road traffic in Germany;
- Obtain detailed information on the use of the e-scooter in compliance with the legal regulations prior to using the e-scooter;
- Have sufficient liability insurance cover for the use of the e-scooter pursuant to the applicable regulations and always carry the insurance certificate of the automobile liability insurance provided by Grover with You whenever You use the e-scooter. For the rental of an e-scooter, Grover will conclude a motor vehicle liability insurance policy as the insurance holder on Your behalf. The insurance certificate will be provided to You in the handover of the e-scooter;
- You have familiarised in depth with the e-scooter before You use the e-scooter;
- Inspect the e-scooter regularly before use;

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- Apply the required care in traffic during use;
- Drive the e-scooter only on permitted routes and within reason;
- Use protectors when using the e-scooter to ensure Your safety;
- Always adjust the e-scooter correctly (height of the steering rod, tightened screws, etc.);
- Always drive in a circumspect and reasonable manner to prevent any danger to Yourself and others.

You must not use the e-scooter for jumps or dangerous tricks.

You should avoid driving at night. If You drive at night, You are required pursuant to Sec. 17 StVO [German Road Traffic Regulations] to switch on the lights.

In case of very bad road conditions, You should drive slowly or get off and push the e-scooter if necessary.

You must not drive the e-scooter if the road is slippery.

You should avoid driving on rainy days. If You should drive in rain, it is urgently required that You close the rubber cap tightly on the charging socket. You should consider that roads that are wet from rain can be very slippery and that they pose an additional accident hazard.

You must not leave the e-scooter in the rain or park it in permanently wet places.

Whenever the e-scooter is not being charged at the moment, You should always ensure that the rubber cap closes the charging socket. This ensures tightness.

The e-scooter must not be used in outdoor temperatures below -5°C and above 45°C .

You should inspect Your e-scooter thoroughly every three months and lubricate joints or tighten screws if necessary.

The e-scooter may be driven only with a maximum load of 100 kg and a maximum speed of 20 km/h.

You must not transport any objects, which prevent You from driving the e-scooter safely.

Exclusively You are liable for damages arising from a failure to observe the legal regulations and for any improper use of the e-scooter.

The renting of several e-scooters at any one time by one end-user is not permitted without Grover's explicit approval.

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In the event that several e-scooters are rented at the same time, the end-user's responsibility for each e-scooter will be expanded in accordance with these General Terms and Conditions to the end-user for each e-scooter, to the consequence that the end-user will not only be responsible for its own but also the actions of other drivers.

You accept and recognise that:

- Operating and driving an e-scooter in the city presents a risk for You personally, as there is the risk of an accident. You are therefore obligated to apply the warranted care during the drive on the e-scooter.
- You are responsible on Your own to purchase and use a helmet and/or other permissible protective and safety equipment or accessories. The use of a helmet and/or other protective equipment does not preclude the risk of injury in the case of an accident.
- You are responsible for damages that You cause other people by the use or possession of the e-scooter.

You must not leave or loan the e-scooter to third parties. If You have given or loaned the e-scooter to a third party, a damage or incident caused by or due to the e-scooter will be Your responsibility.

The e-scooter is powered by electricity. Never more than one person may drive at any one time.

You must not transport further persons on the e-scooter.

You may not use the e-scooter under the influence of alcohol, drugs or other substances, which can inhibit Your ability to drive and operate the e-scooter.

During the use of the e-scooter, You must not use any mobile devices including any electronic devices used to play music, make calls or use other services distracting You or interfering in a safe handling of the e-scooter.

You may not use the e-scooter if it has an obvious technical defect.

You may not modify or alter the e-scooter in any way.

You must not paste any stickers or other elements onto the e-scooter nor remove or break any accessories, parts or components of the e-scooter.

You must not commit any criminal offences with the e-scooter.

You should park the e-scooter in permissible areas.

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If the e-scooter is removed by the competent authorities because it was parked in an impermissible area and impounded in the relevant vehicle impound lot, the end-user will also bear the costs for collecting the e-scooter besides the relevant fine.

Accidents

In the event that You are involved in an accident, You should contact the police and inform Grover as soon as possible about the accident and the damages caused on the e-scooter.

In the event of an accident caused by You, You will assume the legal responsibility for any personal injuries and property damages caused by the accident, in particular also for damages caused to third parties. Grover is entitled to invoice the costs to You for the repair or repurchase of the e-scooter and any sums paid to third parties, which have been caused by You, and to charge them along with unsettled receivables.

Theft

If the e-scooter or one of its accessory parts or components is stolen during the rental term, You have to inform Grover immediately in writing. You have to file a corresponding report with the competent authorities and the relevant insurer and file criminal charges, respectively.

A copy of the criminal charges shall be sent to Us within 24 hours after they are filed.

Fines, penalties and sanctions

You are responsible on Your own for the violations You commit and You will bear all resulting fines, sanctions and penalties.

For defending its interests, Grover reserves the right to identify the end-user to the authorities or the public administration if a violation of road regulations has been committed (e.g. traffic violation).

Grover can demand the costs from the end-user, which result from violations committed by it, including fines, penalties and the legal fees assumed by Grover. We charge a processing fee of €25 for administrative offences.

Failure or refusal to pay the amounts owed by the end-user and named under Section 12.2.5 gives Us the right of extraordinary termination. We reserve bringing further claims in court for any damages and losses caused.