

# Terms of Use

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

GTC valid from 31.05.2021 until 01.04.2022 - [here](#)

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

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

Current status of the GTC valid from: 14.09.2023 as of: 14.09.2023 - [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 [help@grover.com](mailto:help@grover.com).

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

[https://www.grover.com/business\\_es-es/g-about/agb](https://www.grover.com/business_es-es/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), 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 Tech Rental Consumer Electronics Spain SL

C/ Serrano 41 - 4a Plantamadrid28-Madrid

Commercial register: Registro Mercantil De Madrid, Volume 40.803, Folio 161, Sheet M-723920

Value added tax identification number: B02821577

Grover Group GmbH, in representation of Grover Tech Rental Consumer Electronics Spain SL (hereinafter referred to as "Us", "We" or "Grover"), exercises its rights and duties under the contracts and assumes them on behalf of Grover.

The Customer is a consumer in the definition of Article 3 of the Law for the Defense of Consumers and Users if he/she uses the services of Grover for a purpose that can be primarily attributed to neither his/her commercial nor self-employed professional activity.

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 Spanish. 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, 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 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 products such as software. Tech-Accessories are physical products complementing tech products, for example bags or protective glass for devices, cables. Grover Care is an add-on service to reduce Customer’s liability for a damage event. If Grover Care is selected it becomes an inseparable part of the Rental Agreement.

Rental agreement and Purchase Agreement are hereinafter together referred to as “Agreement”. Rental Items and Specific Products are hereinafter referred to together as “Products”.

### **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, value added tax identification number if applicable, commercial register number) 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. Legal entities or partnerships as well can register and place orders. The registration of a legal entity or partnership as Customer and orders placed by them may only be effected by a natural person with power of representation for this legal entity or partnership or by a delegate of the authorised representative, who must be identified by name, hereinafter referred to as the “Authorised Representative.”

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 an 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 Tech Rental Consumer Electronics Spain SL]. 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. 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. Switching to a shorter minimum contract term will not be possible anymore then.

#### **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, value added tax identification number if applicable, commercial register number) 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**

The Parties have the right to terminate the Rental agreement with a notice period of four weeks toward the end of each contract month, without a statement of reasons but at the earliest, if a minimum term is agreed, toward the end of the agreed minimum term of the contract.



### 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**

You are obligated to return the Rental Item to Grover, including all equipment directly upon the end of the Rental Agreement. You shall return the Rental Item in the condition it was in when You received it – apart from the normal signs of use – in particular, You shall remove the 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. In case the Rental Item is not returned within 3 weeks after the end of the contract, We may, at our sole discretion, charge You the residual value of the Rental Item, which shall be calculated based on the current market value (Residual Value), without prejudice to any rights to claim damages.

If You ship the Rental Item without the equipment included in the rental or the Rental Item incompletely, You shall be required to return the missing equipment and missing components upon our request within one week from the request. Should You not have returned the missing equipment or missing component within one week, in spite of a request from Grover, We shall have discretion to charge the Residual Value of the missing equipment or missing component, without prejudice to any rights to claim damages.

Should You return the Rental Item with password protection, link 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.

If You return the Rental Item in undamaged and complete condition, and if Grover confirms that it is in the same category of condition as at the time of shipment to the Customer, You can receive benefits in the form of discounts and other vouchers. You will receive separate information from us about this. However, You have no right to receive such benefits.

## **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. Article 1566 of the Royal Decree of 24 July 1998, publishing the Civil Code (“Spanish Civil Code”) does 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 withdrawal**

## **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 from the contract, in accordance with the Law for the Defense of Consumers and Users. No right of withdrawal 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 withdrawal**

### **6.2.1 Right to withdrawal**

Insofar as You have a right to withdraw the Agreement, You have the right to withdraw from this contract 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 of withdrawal, 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:

Grover Tech Rental Consumer Electronics Spain SL

C/ Serrano 41 - 4a Plantamadrid28-Madrid

Email: [help@grover.com](mailto:help@grover.com)

To observe the withdrawal period, it is sufficient if You mail the notification of the exercise of the right of withdrawal 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 withdrawal**

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 one offered by Us, which is the most efficient standard deliver), 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 instrument for this refund, as the one that You have used in the original transaction, unless explicitly agreed otherwise 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 calendar-day 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 Special 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 Special 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. 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. 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 Special Products:**

For Special 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 but not from the purchase price.

## **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.

## **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.)

The purchase price for Special Products you have to pay 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 8 percentage points above the ECB base interest rate, unless the Customer is a consumer. In that case, the default interest will be 5 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 or wear and tear of the Rental Item in the course of the use in accordance with the contract 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. 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**

Only careful use as intended is permitted, so as to minimise the damages that are to be expected. In the event of any damage or other deterioration of the Rental Item during the

rental term, the Customer is obligated to inform Grover immediately in writing of all details of the incident that has led to the damage or other deterioration of the Rental Item. In the case of damages to the Rental Item and other violations of the Rental Agreement concluded between the Customer and Grover, the Customer shall be liable on the merits pursuant to the statutory provisions.

## **11.2 Liability of the Customer/Grover Care**

If the Rented Item includes Grover Care as an add-on service, the Customer's liability for a damage event will be reduced, subject to the following conditions.

1. Subject to Section (2) below, for any damage that is display damage, water damage, or wear and tear, the Customer's liability for the damage is reduced to 10% of the total damage costs.
2. For any damage to drones or e-scooters rentals, the Customer's liability for the damage is reduced to 50% of the total damage costs.
3. The Customer must also pay the rent for the month in which the loss was reported in full.

No other losses or damages are covered by Grover Care; for example, theft, loss (whether intentional or accidental), or intentional damage (for instance, intentional misuse of the item).

In case the Rental Item does not include the Grover Care coverage, the damage costs will not be reduced according to the sections above and the total amount of damage will be charged. If this exceeds the Residual Value, the Residual Value will be paid.

Additionally, the entire rent for the month is owed in which the loss was reported.

Grover Care may only be used once for each respective Rental Item.

The Customer must inform Grover without delay of any damage to the Rental Item for which Grover Care was acquired.

Furthermore, for deviations regarding certain product categories (for example Drones)

Section 12 applies.

## **12. Special provisions for the rental of drones, e-scooters, Grover Cash, Digital Products and Custom Purchase Price**

### **12.1 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

- 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 Spanish Aviation Safety Agency ("AESA") and You have appended Your registration number on the drone (which must be removed from the drone again when it is returned to Grover);
- Fulfil all duties as operator of drones according to the Annex to EU Regulation No 2019/947, including the following duties, in particular:

#### **12.1.1 UAS.OPEN.050 Responsibility of the UAS Operator**

You, as UAS operator, must fulfil 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;
- 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;

### **12.1.2 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.

### **12.1.3 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 Customer that the Customer is liable independent of fault for any risks based on the Customer'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, exclusively the Customer is the holder of the drone.

Exclusively the Customer is liable for damages arising from a failure to observe the legal regulations and for any improper use of the drone.

The Customer shall indemnify Grover from all claims brought by third parties against it due to the use of the rented drone, except the Customer has no fault for the creation of the claims.

## **12.2 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](#).

### **12.2.1 Conditions to be met by the Customer**

The Customer

- 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.

### **12.2.2 Customer's duties**

You have to ensure that You

- Drive and use the e-scooters exclusively in public road traffic in Spain;
- 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;

- 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 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  $-5^{\circ}\text{C}$  and above  $45^{\circ}\text{C}$ .

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 Customer is not permitted without Grover's explicit approval.

In the event that several e-scooters are rented at the same time, the Customer's responsibility for each e-scooter will be expanded in accordance with these General Terms and Conditions to the Customer for each e-scooter, to the consequence that the Customer 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.

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 Customer will also bear the costs for collecting the e-scooter besides the relevant fine.

### **12.2.3 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.

#### **12.2.4 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.

#### **12.2.5 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 Customer 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 Customer, 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 Customer 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.

### **12.3. 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 12.3. (“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.

#### **12.3.1. 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 2.2 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.

### **12.3.2. 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.

### **12.3.3. Expiry of Grover Cash (Lost without Spending)**

Grover Cash will expire after 12 (twelve) months, counting from the day the respective amount of Grover Cash has been earned. The user will be notified at least 1 (one) month prior to expiry of its Grover Cash.

### **12.3.4. 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.

## **12.4. 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.

1. 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.

Consent to Use of Data: You agree that Licensor may collect and use technical data/information that is gathered to facilitate the provision of software updates, product support, and other services to you (if any) related to the Digital Products.

Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

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

### **12.5 Custom Purchase Price**

Customers may qualify to purchase the Rental Item after the minimum rental period. The respective purchase price will be specified when you want to make the purchase 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 Custom Purchase Price, please contact Customer Service directly, who will send you relevant details and an offer.

The purchased Rental Item will remain Grover's property up to and 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.

Should you wish to withdraw from your purchase, your obligations of withdrawal are set forth in Section 6. If you withdraw you are obligated to send back to us the Rental Item in accordance with Section 6.

## **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, your failure to follow Grover's instructions or due to circumstances reasonably out of Grover's control.

The warranty period for the purchased Rental Item will be one year as of the purchase date (the exercise of the Custom Purchase Price).

## **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. Grover shall be liable for negligent conduct only if a duty is breached the fulfilment of which is essential for reaching the purpose of the contract and the fulfilment of which the contractual partner regularly relies and may regularly rely on (cardinal duty), if Grover could have expected the damages that have been caused as being typical given the circumstances present at the signing of the contract. For the rest, Grover's liability shall be excluded also as regards vicarious agents and assistants.

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.

Product liability pursuant to the Law for the Defense of Consumers and Users 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 Product, 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. Online dispute resolution and consumer mediation office**

If the Customer is a consumer, the following information applies: The European Commission offers a platform for online dispute resolution, which can be accessed at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

Grover is neither willing nor obligated to participate in a dispute resolution procedure conducted by a consumer mediation office.

## **20. Customer service**

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

## **21. 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.

## **22. Applicable law**

The contractual relationship existing between Grover and the Customer is governed by the law of Spain. 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.

## **23. 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.