

# Terms of Use

## 1. Scope of Application

These Terms of Use apply to all agreements, which are concluded regarding services provided at [www.getgrover.com](http://www.getgrover.com) (hereafter "website"). The customer's contractual partner is Grover Finance I UG (Holzmarktstr. 11, 10179 Berlin, Commercial Register: Amtsgericht Berlin-Charlottenburg, Commercial Register Number: 181384B, VAT Identification Number DE300852104), hereafter "provider" or "Grover". Grover is represented by its parent company, Grover Group GmbH (Holzmarktstr. 11, 10179 Berlin, Commercial Register: Amtsgericht Berlin-Charlottenburg, Commercial Register Number: 166467B, VAT Identification Number: DE300852104), hereafter "Grover Group". Grover Group also exercises the rights and obligations arising from the contracts on behalf of Grover and handles these for Grover. Some clauses only apply to you if you are a consumer ["Verbraucher"] according to Section 13 German Civil Code (hereafter "BGB") or entrepreneur ["Unternehmer"] according to Section 14 BGB. You are a consumer if you use the software for purposes neither mainly associated with your commercial activities nor mainly associated with your self-employment. An entrepreneur is a natural person, legal entity or partnership, which or who acts within their commercial activities or their self-employment when concluding this contract. The provider expressly makes clear any limitation of applicability of the respective clause. The agreements made between the provider and the customer result exclusively from the following Terms of Use, the data protection regulations as well as the rental and purchase confirmation. Deviating or supplementary regulations of the customer do not apply. They do not apply even if the provider does not explicitly object to them. The contract language is English. The Terms of Use may be displayed and saved as a PDF. The customer is also entitled to print the Terms of Use.

## 2. Subject of the Contract

This contract regulates the rental as well as the subsequent possible purchase of new and used goods (hereafter "goods") via the provider's online shop. For details of the respective offer, please refer to the product description on the offer page.

## 3. Conclusion of the Rental Contract, Dispatch of the Goods

The contract is concluded exclusively in electronic e-commerce transactions via the shop system. The presentation of the goods on the website is non-binding, i.e. they do not constitute a binding offer to conclude a rental agreement. The customer can only place an order as a registered customer. The customer assures that all data provided by him during registration or order (e.g. name, address, e-mail address, bank details) are correct and that he has not used any data from third parties. The customer undertakes to inform the provider immediately of any changes to the data. The customer is liable for the misuse of the access data by third parties, insofar as he is responsible for this. This may also result in him being obliged to pay usage fees for goods that he has not ordered himself. The ordering process for concluding a contract comprises the following steps in the shop system: Selection of the goods in the desired specification (type of object, duration of contract / frequency of payments, as well as size and color of the object, where applicable). - Putting the goods in the shopping basket - Entering the billing and delivery address - Choosing the payment method - Confirmation by the customer that no insolvency proceedings have been opened, have been initiated or are imminent in the foreseeable future (if requested). The customer only submits a binding offer to conclude a contract by clicking on the button "confirm". Before, the details of the customer's order are displayed on an overview. The customer can correct the entries by using the change buttons. With the order of the goods the customer receives a non-binding confirmation of the rental inquiry. After checking the order, the customer receives an e-mail from the supplier accepting the rent of the selected goods, hereafter "delivery promise" or "order commitment" or "order confirmation". The delivery promise or order commitment or order confirmation will be sent by Grover Group on behalf of Grover. By this delivery promise or order commitment or order confirmation the rental agreement is concluded. However, the goods will not be shipped until the customer has paid the first month's rent. As long as the condition of the

successful first payment is not fulfilled, the supplier is entitled to retain the goods. No usage fee is payable for the period between dispatch of the goods and their delivery to the customer (see clause 5.). The rent against payment does not begin until the goods have been delivered to the customer. The provider enters into contractual relationships only with persons of legal age who are fully contractually capable. We ensure the minimum age by using a reliable procedure including a personal identity and age check.

#### **4. Right of Withdrawal**

If the customer is a consumer, he is entitled to withdraw from his contractual declaration [“*Widerrufsrecht*”]. Information about the conditions of the exercise of the withdrawal of [rent](#) and [purchase](#) and its legal consequences are provided in the separate instruction on withdrawal that is hereby referred to. If the customer withdraws from the purchase contract, he does not have to send the goods back to the supplier contrary to the information in the instruction on withdrawal, under the condition that he rents the goods. In the event of withdrawal by the customer, the provider, when repaying the amount due to you, reserves the right to use a different method of payment than the one the customer used.

#### **5. Rental Start, Contract Period, Termination**

The rental period begins with delivery of the goods to the customer (hereafter “**delivery**”). The goods are regarded as delivered within the meaning of this provision if the supplier commissioned by the provider has delivered the goods to the customer. A handover of the goods to the customer himself is not necessary for delivery. Rather, it is sufficient that the goods enter the area of responsibility of the customer in such a way that the customer can make use of them (e.g. delivery of the goods to a packing station, handover to a neighbour, or other persons entitled to accept them). Subject to the provisions of clause 11 of these Terms of Use for the rental of drones, the term of the contract and the right of termination depend on the choice of the customer when placing the order.

Unless otherwise agreed:

- a) In the case of a certain minimum term: The contract is concluded for the term specified at the time of ordering. The parties have the right to terminate the contract with one month's notice to the end of the contract period without giving reasons. If the parties do not make use of this right of termination, the contract is automatically extended for an indefinite period with the right of termination under the conditions of “pay-as-you-go” described under (b).
- b) In the event of an indefinite contract term, so-called “pay as you go”: The contract is concluded for an indefinite period. Both parties have the right to terminate the contract monthly without giving reasons. The right to extraordinary termination for good cause remains unaffected. The provider is especially but not exclusively entitled to extraordinary termination, in case of

rent

- default of payment with two successive usage fees to be paid; purchase
- late payment of the usage fee, if before the customer has already been reminded or reminded due to repeated delay of payment;
- sustainable seizures or other compulsory execution measures directed against the customer or judicial or extrajudicial insolvency proceedings opened against the customer; - the unauthorized transfer of the goods to third parties;
- the considerable risk to the goods due to lack of care or improper and unlawful use; or - for other important reasons on the part of the provider. If there are several rental agreements between the provider and the customer, and the provider is entitled to terminate a rental agreement without notice for good cause, he may also terminate the other rental agreements without notice if the maintenance

of the other rental agreements is unreasonable for him due to grossly unfaithful conduct on the part of the customer. This is particularly the case if the customer

- willfully damages a rented object;
- culpably conceals damage to the rented object from the provider or tries to conceal such damage; - willfully causes damage to the provider; or
- uses a rented object during or for committing intentional criminal offences. Termination must be in text form. The customer can also terminate the contract online in the customer portal by pressing a corresponding cancellation button. If the supplier terminates a rental agreement, the customer is obliged to return the rented items including all accessories to the supplier without delay. Payments made in advance will not be refunded, regardless of when the customer returns the device.

## **6. Delivery Conditions**

The product will be delivered to the shipping address provided by the customer. The supplier is entitled to partial deliveries to a reasonable extent. Should the supplier when processing the order discover that the product ordered by the customer is not available despite careful examination of the stock and for reasons for which the supplier is not responsible, the customer will be informed by e-mail and a contract will not be concluded. If the provider has previously accepted the contract offer of the customer by the rental or purchase confirmation, the provider is entitled to withdraw from the contract. Any payments made will be reimbursed immediately. The delivery times stated in connection with the presentation of the offer are approximate. They shall therefore only be deemed to have been agreed as approximate. If the stated delivery date is exceeded by more than four weeks, each party is entitled to withdraw from the contract. If the supplier is not responsible for a permanent obstacle to delivery, in particular force majeure or non-delivery by his own suppliers, although a corresponding covering transaction was concluded in good time, the supplier has the right to withdraw from the respective contract with the customer. The customer will be informed immediately and any services received, in particular payments, will be refunded. The obligation to compensate for damages caused by delay is limited to foreseeable, typically occurring damages. This limitation of liability shall not apply in the event of intentional or grossly negligent breach of contract. The above limitation of liability shall not affect the provider's liability for delay due to culpable injury to life, body and health.

## **7. Retention of Title**

The supplied goods remain in the property of the provider a) in case of a rent permanently, b) in case of a purchase until full payment of the purchase price.

## **8. User Fees, Grover Credits, Shipping Costs**

The provider charges usage fees for the use of the goods. The amount of the usage fees results from the presentation of the offer on the website. The total price is calculated from the following components: Usage fee per month times number of months. All prices are final prices and include the statutory value added tax. In addition to the final prices, depending on the type of dispatch, further costs will be incurred, which will be displayed before the order is dispatched. The customer is credited 30% of the usage fees paid by him in the form of "Grover Credits", which he can use to purchase previously rented goods (see below 12.). Grover Credits expire at the end of each calendar year. The Provider is entitled to change the user fees - including the offer to grant Grover Credits - for the next contract term. The provider will inform the customer at the latest six weeks before the change comes into force. If the customer does not agree to the change, he may terminate the contract of use up to two weeks before the change takes effect. If no notice of termination is given, the customer's consent to the price change is assumed. The provider will separately notify the customer about the possibility of termination and the deadline to do so. For missing accessories, incomplete returns or still coupled / not decoupled products, the customer is obliged to pay a flat fee of 15.00 EUR. The provider is free to charge a higher fee in the amount of the costs of replacing a missing or defective component.

## **9. Payment**

Payment is processed by Grover Group. Payments to Grover Group are considered payments to Grover. The customer only has the following payment options: payment service provider (e.g. PayPal), credit card and, if expressly agreed, bank transfer. If a payment service provider is used, the payment service provider enables the provider and the customer to process the payment among themselves. The payment service provider forwards the customer's payment to the provider. Further information is available on the website of the respective payment service provider. When paying by credit card, the customer must be the legal cardholder. The final charge to the credit card will be made when the goods are dispatched. The usage fees are to be paid by the customer in advance and independent of the actual time of use of the object and will not be refunded if the customer returns the object to the provider before the end of the contract term. There is no entitlement to partial reimbursement or crediting. In the case of a contract with a minimum term, the usage fee is due upon conclusion of the rental contract, but before dispatch of the goods (see section 3, paragraph 5) (cf. section 1) and subsequently on the first day of the first month of the respective contract extension. In the case of a contract with an indefinite term, the first monthly instalment is due on conclusion of the rental contract, but before dispatch of the goods (see section 3, paragraph 5) on the first day of the new month of use. If the customer is in default of payment, the provider is entitled to charge default interest in the amount of 9 percentage points above the base interest rate, unless the customer is a consumer. In this case, the default interest shall be 5 percentage points above the base interest rate. The provider reserves the right to prove a higher damage. Customers may only settle offs claims that the provider does not contest or that have been legally recognized against the payment claims of the provider. This shall not apply if the customer's claim has arisen from a claim in kind entitling the customer to refuse performance. Customers may only exercise a right of retention if their counter-claim is based on the same contractual relation.

## **10. Responsibility of the Customer and Reduction of the Self Participation**

The use has to be carried out with customary due care while minimizing the expected damages. In the event of any damage or other impairment of the rented object (including loss) during the rental period, the customer is obliged to inform the supplier immediately in writing of all details of the event which led to the damage of the object. In the event of damage to or loss of the goods and other violations of the rental contract concluded between the customer and the provider, the customer is generally liable in accordance with the statutory provisions. If the customer is obliged to pay compensation to the provider, his percentage excess per case of damage - unless otherwise agreed - is reduced to 50% of the damage incurred. The reduction of the excess does not apply to the rental of drones.

## **11. Use of Drones**

When using drones, the legal requirements applicable to the use of drones as well as the manufacturer's operating instructions must be observed. The customer must ensure that he - has an ascent permit, insofar as this is required by the German Air Traffic Act ("Luftverkehrsgesetz", LuftVG) and the German Air Traffic Regulations ("Luftverkehrsverordnung", LuftVO); - has sufficient liability insurance for the use of the drone; - observes the legally permissible height of ascent for drones; - observes regulations prohibiting the ascent and operation of drones at certain locations and in certain zones and situations; - observes the care required in traffic during use, i.e. in particular, but not exclusively, that he controls the drone only within sight, refrains from using drones over crowds and in bad weather conditions, refrains from flying a drone under the influence of alcohol and allows children to use drones only under supervision; and - complies with data protection regulations in the production, publication and distribution of images and film recordings using drones and observes the personal rights of the persons depicted. The provider expressly points out to the customer that, if the customer uses the drone for commercial purposes, the drone is an aircraft within the meaning of the LuftVG, with the consequence that the customer, due to his power of disposal over the drone as owner, is subject to strict liability and the conclusion and proof of liability insurance is

legally obligatory. The customer is exclusively liable for damages resulting from non-compliance with legal regulations and improper use of the drone.

## **12. Return of the Rented Item**

The rental contract ends upon expiry of the agreed contract term or by termination at the time specified in the termination notice. The customer is obliged to return the goods including accessories to the address given by the supplier. The customer must return the item in the condition in which he took it over. If the customer continues to use the object after expiry of the rental period agreed in this respect, the rental relationship shall be deemed extended for a further month, unless the provider objects. Section 545 BGB does not apply. If the customer returns the item undamaged and complete and the provider determines the same condition category as at the time of shipment to the customer, the customer can receive benefits in the form of discounts and other credits. However, there is no claim to receive such benefits.

## **13. Purchase of the Rented Property**

Where offered, the customer can purchase the goods after payment of the first usage fee at any time at the original purchase price stated in the offer. The price is understood as gross price including the statutory value added tax valid at the time of the order. The shipping costs are calculated separately. The customer makes a binding offer to conclude a purchase contract for the goods only by clicking the "Own it" button. Before the details of the customer's order are displayed on an overview. The customer can correct the entries with the help of change buttons. After checking the order, the customer receives an e-mail from the supplier confirming the purchase of the selected goods (hereafter "**confirmation of purchase**"). This confirmation of purchase is a legally binding declaration. The customer can reduce the purchase price by using Grover Credits acquired by him. A reduction only takes place if the customer expressly requests this from the provider. The customer is obliged to pay in advance, whereby only the means of payment mentioned in section 9, paragraph 1 are available to him. Payment is due immediately after conclusion of the purchase contract. The terms of delivery stated in section 6 of these Terms of Use shall apply.

## **14. Warranty**

The statutory liability for defects shall apply, unless otherwise specified below. If the customer is an entrepreneur [“*Unternehmer*”], the warranty period for new goods is limited to one year and for used goods the warranty is excluded. If the customer is a consumer [“*Verbraucher*”], the warranty period for used goods is limited to one year.

## **15. Liability of the Provider**

The provider is liable for damages without limitation, insofar as the cause of the damage is based on an intentional or grossly negligent breach of duty by the provider, a legal representative or vicarious agent. The provider is only liable for negligent conduct in the event of breach of an obligation, of which the fulfilment is essential for the purpose of achieving the contract and the compliance with which the contractual partner may regularly rely on (cardinal obligation [“*Kardinalspflicht*”]), insofar as the provider typically had to reckon with the damage caused under the circumstances known at the time the contract was concluded. In all other regards, the liability of the provider - also for vicarious agents [“*Erfüllungs-/Verrichtungsgehilfen*”] - is excluded. The limitation of liability pursuant to section 1 shall not apply to claims for damages arising from injury to life, body or health, the assumption of a quality guarantee or fraudulent concealment of defects by the Supplier. Liability under the Product Liability Act [“*Produkthaftungsgesetz*”] remains unaffected. Any statutory liability privileges in favour of the provider, e.g. in accordance with Sections 7 to 10 TMG (Telemedia Act [“*Telekommunikationsgesetz*”]), remain unaffected.

## **16. Indemnity of the Provider**

The customer keeps the provider indemnified against all claims [“*Der Kunde stellt den Anbieter von allen Ansprüchen frei*”] asserted by third parties against the provider as a result of improper and unlawful use of the leased object, unless he is not responsible for these. In the case of an indemnification according to sentence 1, the customer shall compensate the provider for any damage that the provider suffers due to improper and illegal use, including any costs of legal defence. The user supports the provider in legal defence.

## **17. Use of the Website**

The provider expressly points out that the use of web services entails risks. This applies in particular to risks caused by the sending of malware, spamming (unsolicited sending of advertising e-mails), theft of passwords, electronic intrusion, as well as manipulation, hacking and other forms of unauthorised disclosure of user data, harassment and forgery. The supplier will make reasonable efforts to minimise these risks. This shall not constitute purchase obligation. The use of the website is at the customer’s own risk. Maintenance, retrofits or upgrades, errors or bugs and other causes or circumstances can lead to interruptions or errors in the operation of the platform. The provider will immediately remedy technical malfunctions within the scope of technical possibilities.

## **18. Prohibition of Assignment, Pledging, Transfer of Use**

Claims or rights of the customer against the provider may not be assigned or pledged without his consent, unless the customer has proven a justified interest in the assignment or pledge. During the term of the rental agreement, any goods in the possession of the customer, which are nevertheless the property of the supplier or one of his business partners, sister or subsidiary companies or other contractual partners, may not be transferred by the customer to a third party, nor may they be rented, leased, sold, encumbered with a lien or otherwise made the subject of a transaction in any other way.

## **19. Data Protection**

Please see our privacy policy for more information.

## **20. Online Dispute Resolution and Consumer Arbitration Body**

If the customer is a consumer, the following note applies: The European Commission offers an online dispute resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>. Grover is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

## **21. Customer Service**

You can reach our customer service Monday to Friday between 9.00 am and 6.00 pm at +49 (0) 30 30 80 82 51.

## **22. Amendments**

The provider is entitled to make amendments to the Terms of Use at any time, unless material provisions of the contractual relationship (especially type and scope, term, termination) are affected. The customer will be notified of the conditions amended in text form at least six weeks before they take effect. The amendments shall be deemed to have been accepted if the customer does not object to them within six weeks of receipt of the notification. The provider will separately inform the customer of the possibility to object and the deadline to do so. If the right of objection is exercised, the

amendments shall not become part of the contract and the contract shall be resumed unchanged. The right of termination remains unaffected.

### **23. Applicable Right**

The law of the Federal Republic of Germany shall apply to the Terms of Use and the contractual relationship existing between the provider and the customer. The application of German international private law as well as the UN sales law is excluded. If the customer is a consumer [“*Verbraucher*”], the choice of law does not result in his protection being withdrawn, which is granted to him in accordance with the mandatory consumer protection provisions of the law applicable at his habitual residence. The choice of law does not mean that he must enforce his rights before a foreign court.

### **24. Final Provisions**

Should individual provisions of the Terms of Use be invalid, this shall not affect the validity of the remaining provisions of the Terms of Use. If the customer is a merchant [“*Kaufmann*”] within the meaning of the German Commercial Code [“*HGB*”], Berlin is agreed as the place of jurisdiction for all disputes arising between the customer and the provider. The provider is entitled to transfer all or part of the rights and obligations arising from the contract with the customer to another company. Should a transmission take place, the customer receives a message from the provider. It also specifies a period within which the customer can terminate the contract and request the termination of the customer account if he does not agree to the transfer.