



## GENERAL TERMS AND CONDITIONS

### Snepz B.V. – Electric Scooter Rentals

Version: July 2025

#### 1. Company Details

Name: Snepz B.V.

Address: Molenplein M102, Willemstad, Curaçao

Chamber of Commerce No.: 012345789

Phone Number: 0123456789

Email: [hello@snepz.com](mailto:hello@snepz.com)

Website: [www.snepz.com](http://www.snepz.com)

#### 2. Applicability and Definitions

2.1 These general terms and conditions apply to all offers, reservations, rental agreements, and other legal relationships between Snepz B.V. and the customer (hereinafter: "renter") regarding the rental of electric scooters.

2.2 Deviations from these terms are only valid if agreed upon in writing.

2.3 In these terms, the following definitions apply:

- **E-scooter:** the electric scooter rented out by Snepz B.V.
- **Renter:** the natural or legal person renting an e-scooter from Snepz B.V.
- **Rental Period:** the agreed rental duration, from handover to return.
- **Deposit:** the amount paid by the renter as security for compliance with obligations.

#### 3. Reservation and Payment

3.1 A reservation is only final after confirmation by Snepz B.V. and receipt of full rental payment and deposit.

3.2 Snepz B.V. reserves the right to refuse reservations without stating reasons.

3.3 Payment must be made in advance, either in cash or digitally. For cash payments, the full amount must be paid upon pickup.



3.4 The deposit is €75 per e-scooter. Damages, fines, or costs will be deducted from the deposit. Refunds are issued within 48 hours after proper return.

#### **4. Rental Conditions and Usage Rules**

4.1 Minimum age of renter: 16 years.

4.2 Valid identification (ID or driver's license) is required.

4.3 Maximum of 3 e-scooters per renter, provided all drivers are present at pickup.

4.4 The e-scooter may only be used within the designated area: Punda and Otrobanda.

4.5 A \$50 penalty will be charged for each violation of the area restriction.

4.6 It is prohibited to:

- Transport passengers or animals;
- Ride under the influence of alcohol, drugs, or medication affecting driving ability;
- Have more than one person on an e-scooter;
- Participate in races or demonstrations;
- Use the scooter for commercial purposes without written permission.

#### **5. GPS Tracking and Location Management**

5.1 All e-scooters are equipped with GPS tracking systems.

5.2 Snepz B.V. is authorized to monitor real-time tracking data to protect its property and enforce the terms and conditions.

5.3 GPS data may be used in cases of suspected fraud, theft, or breach of contract.

#### **6. Liability and Damage**

6.1 The renter is fully liable for any damage, loss, theft, or depreciation of the e-scooter during the rental period, regardless of fault or cause.

6.2 In the event of damage or malfunction, the renter must immediately inform Snepz B.V. by phone and take steps to prevent further damage.

6.3 Repair, replacement, and administrative costs will be deducted from the deposit or



invoiced if the deposit is insufficient.

6.4 In case of theft or loss, the renter must immediately report it to the police and to Snepz. A fixed damage fee of €500 per scooter will be charged.

6.5 If the scooter is not returned within the agreed time, it will be considered lost, and the full replacement value will be claimed.

## **7. Liability of Snepz B.V.**

7.1 Snepz B.V. is not liable for any direct or indirect damage to persons or property resulting from the use of the e-scooter, unless due to intent or gross negligence on Snepz's part.

7.2 The renter indemnifies Snepz B.V. against third-party claims due to damage, injury, or loss caused by use of the e-scooter.

7.3 Snepz is not liable for consequential damages, such as missed flights, lost time, or lost income.

## **8. Insurance**

8.1 The e-scooters are not insured for damage to third parties. The renter is personally responsible for coverage via a personal liability insurance policy.

8.2 Damage to third parties or personal injury is the full responsibility of the renter.

## **9. Force Majeure**

9.1 Snepz B.V. is not obliged to fulfill any obligation if prevented from doing so by force majeure.

9.2 Force majeure includes but is not limited to: weather conditions, government measures, pandemics, power outages, traffic blockades, vehicle theft, or technical malfunctions beyond Snepz's control.

## **10. Cancellation and Refund**

10.1 Cancellations are free of charge up to 24 hours before start time. After that, 100% of the rental fee is charged.

10.2 Early termination by the renter does not entitle them to a refund, unless otherwise decided by Snepz in writing.

10.3 Rentals are only cancelled due to weather in cases of official warnings or extreme conditions, at Snepz's discretion.



## **11. Return**

11.1 The scooter must be returned on time and in the same condition as received, at the agreed location.

11.2 A surcharge of €10 per half hour is charged for late returns.

11.3 If the vehicle is heavily soiled or damaged, a cleaning or repair fee will be charged.

## **12. Personal Data and Privacy**

12.1 Snepz B.V. processes personal data in accordance with applicable privacy laws of Curaçao.

12.2 Data is used solely for execution of the rental agreement, safety, and administration.

12.3 GPS and ID data are securely stored and not shared with third parties, unless legally required or in case of misuse.

## **13. Disputes and Applicable Law**

13.1 All agreements and these terms are governed by the laws of Curaçao.

13.2 Disputes will first be resolved through mutual consultation. If that fails, disputes will be submitted to the Court of First Instance of Curaçao.

## **14. Final Provisions**

14.1 Snepz reserves the right to amend these terms at any time.

14.2 The latest version is always available on the website.

14.3 If any provision is declared invalid, the remaining provisions remain in full force and effect.

## **Declaration of Agreement**

By renting an e-scooter from Snepz B.V., the renter agrees to these general terms and conditions.



## 15. Who We Are

### Snepz B.V.

Molenplein 204, Willemstad, Curaçao

KvK: 012345789

Email: [info@snepz.com](mailto:info@snepz.com)

Website: [www.snepz.com](http://www.snepz.com)

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## 16. What Data We Collect


We may collect the following data from you when using our services:

- **Identification data:** full name, date of birth, address, copy of ID or driver's license
  - **Contact details:** phone number, email address
  - **Rental details:** rental times, payment method, scooter ID
  - **GPS/location data:** real-time location of the e-step during the rental period
  - **Payment information:** only the method and status of payment (we do not store credit card details)
  - **Device data (website):** IP address, browser type, visit duration
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## 17. Purpose of Data Processing

We collect and process your data for the following purposes:

- To verify your identity and age
- To complete the rental agreement and ensure proper scooter usage
- For payment processing and deposit handling
- To track the location of the scooters (for safety, damage prevention, and area restrictions)

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- To contact you regarding your reservation or in case of incidents
  - For administration, legal compliance, and security
  - To analyze usage and improve our services (in anonymized form)
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## 18. Legal Basis

We process your data based on:

- **Contractual necessity** (for executing the rental agreement)
  - **Legal obligations** (e.g. retention of records)
  - **Legitimate interest** (e.g. fraud prevention, protecting property)
  - **Consent**, where required (e.g. marketing communications, website cookies)
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## 19. Data Storage and Retention

- Personal data is stored securely in encrypted systems.
  - GPS and ID data are retained only as long as needed to fulfill the rental contract and any legal obligations.
  - In general, we retain data for a maximum of **2 years**, unless legal requirements demand otherwise.
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## 20. Sharing of Data

We do **not** sell or rent your personal data. Your data may only be shared with:

- Law enforcement or courts in case of fraud, theft, or legal proceedings
- Our IT and administration service providers (under strict confidentiality agreements)
- Insurance companies in case of incidents or claims



- Government authorities, where legally required

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## 21. Your Rights

As a user, you have the following rights:

- Right to access your data
- Right to correction or deletion
- Right to restrict processing
- Right to object to use for certain purposes (e.g. marketing)
- Right to data portability
- Right to file a complaint with the **Autoriteit Persoonsgegevens Curaçao** or equivalent supervisory authority

You can exercise these rights by emailing [privacy@snepz.com](mailto:privacy@snepz.com).

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## 22. Cookies (Website Use)

Our website may use cookies to improve user experience and gather analytics. You will be asked for consent where required. We do **not** use tracking cookies for advertising purposes.

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## 23. Security Measures

Snepz takes all reasonable technical and organizational measures to protect your data from loss, misuse, unauthorized access, or alteration. Access to data is restricted to authorized personnel only.

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## 24. Changes to This Policy

Snepz reserves the right to amend this Privacy Policy at any time. The latest version will always be published at **[www.snepz.com/privacy](http://www.snepz.com/privacy)**. In case of major changes, you will be informed during your rental process or via email.

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### **Questions or Complaints?**

Please contact us at:

**hello@snepz.com** or call +5999 123 4567.

The Snepz logo is displayed in white text on a black square background. The word "Snepz" is written in a bold, sans-serif font, with the 'S' and 'Z' being slightly larger and more prominent than the other letters.