

Terms and conditions

GENERAL TERMS & CONDITIONS FOR THE VEHICLE RENTAL SERVICE

Effective as of 13th July 2026

PENNY ΙΔΙΩΤΙΚΗ ΚΕΦΑΛΑΙΟΥΧΙΚΗ ΕΤΑΙΡΕΙΑ offers its Users a vehicle time-sharing and booking service within the Service Area, subject to the vehicle availability and the User entering into a Vehicle Rental agreement, all in accordance with what is set forth in these Terms and Conditions and its annexes, as well as services associated with this Rental designed to enhance the User's mobility experience (the "Service").

The use of the Application and/or the Service is subject to these terms and conditions.

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1. Definitions

- 1.1 "**Appendices**" are the series of documents added to these Terms and Conditions, including the Service Pricing Policy, Insurance Conditions and Withdrawal Form.
- 1.2 "**Application**" is a smartphone application for iOS and Android systems enabling registration as a User and acceptance of these Terms and Conditions, as well as providing the means to access the vehicle booking and rental service.
- 1.3 "**Rental**" or "**use**" means each of the uses of the Vehicle Service made by the User via the Application. Every use constitutes an individual rental between the Parties. The Rental will include the particular and specific conditions of each vehicle use, including the identification of the rented vehicle, the term of rental and the applicable Pricing Policy, which shall be shown in the Application at the end of every Rental. In particular, the Rental shall be understood as entered into when the user starts the Moped engine.
- 1.4 "**Password**" means the password required for individual access and use of the Service by the User. This password must consist of at least 6 alphanumeric characters, of which at least one must be a digit and one a letter.
Five incorrect attempts at entering the password will result in the user's account being blocked.
- 1.5 "**Moped**" is the electric Moped subject to rental.
- 1.6 "**Passenger**" is any natural person who, albeit not having Rented a Moped from the Company and irrespective of said person's status as a User or otherwise of the Service, is being carried on that Moped by a User who has entered into a Rental Agreement.
- 1.7 "**Pricing Policy**" means the Company's pricing and rates policy for the use of the Service applicable from time to time. In particular, the Pricing Policy in force from time to time shall be understood as accepted by the User when reserving the Moped.
- 1.8 "**Service**" means the PENNY IKE Moped booking and time-sharing service (Mopedsharing), within the Service Area defined by the Company, subject to availability and the User entering into a Rental Agreement in accordance with these Terms and Conditions, as well as the services associated to said Rental.
- 1.9 "**Customer Service**" means the telephone or electronic customer service available to the User.
- 1.10 "**Website**" means the Company website, accessible in: penny.rent
- 1.11 "**Company**" is the company PENNY IKE, a Greek established corporation, with address for the purposes herein in Ammohostou 5, 54454, Thessaloniki (Kato Toumpa), with TIN EL802160515, the Service provider.
- 1.12 "**Terms and Conditions**" means this document and any modifications made thereto from time to time.

- 1.13 "**User**" is any natural person who registers and uses the Application and/or the Service, in accordance with what is set forth in these Terms and Conditions.
- 1.14 "**Service Area**" is the area within one or several municipalities within whose limits the Service and, as need be, the Moped Rental, can start and finish. The current Service Areas can be consulted on the Website and in the Application and shall be defined in the pertaining annex along with the pricing policy.

2. Purpose

- 2.1. The purpose of these Terms and Conditions is to govern the use of the Service and the Application by the Users as well as the Moped booking process.
- 2.2. Use of the Application and/or Service attributes the status of User and assumes full acceptance of all regulations and policies published by the Company, including the conditions of this document, the terms of the corresponding Leases and the Service Pricing Policy, the acceptance of which is an essential requirement for the provision and use of the Service.
- 2.3. The User must at all times observe any applicable road traffic regulations as well as commitments regarding the booking, use and return of the Moped subject to these Terms and Conditions. The User therefore understands and accepts the risks inherent to driving a vehicle to which he/she is exposed during the rental of the Moped and hereby assumes liability for them.
- 2.4 The Company expressly reserves the right to make any modifications it may deem appropriate to the Terms and Conditions and the Pricing Policy.
Any modifications made shall be reported to the User by electronic mail and/or the publication thereof in the Website and in the Application. Any change shall be deemed as approved if the User does not object to it within one (1) month as of the announcement of the change in question. The Company may also ask the User to expressly accept the new Terms and Conditions and/or Pricing Policy for use of the Service.
- 2.5. A new rental or use by the User once the changes have been announced will mean the implicit acceptance of such changes in relation to that particular use. In the event of objecting to any of the changes, the User must cease using the Service and the pertaining rental agreement shall be terminated, subject to their giving prior notice of this to the addresses set up for such purpose:

Customer Service phone no. (+30) 698 427 4908

Email address: info@penny.rent

Postal address: PENNY IKE, Ammohostou 5, 54454 Thessaloniki (Kato Toumpa)

3. User Registration

- 3.1 The use of the Service is subject to prior registration by the User on the platform, as well as acceptance of these Terms and Conditions and the delivery of the pertaining documentation to the Company, if requested by the latter, and the acceptance of the Rental terms required for the reservation and use of every Moped.
- 3.2 To register as a Service User, the User must meet the following criteria:
 - (i) Be of legal age (18 years of age);
 - (ii) Provide all the personal data that, as a requirement, if requested during the User registration procedure;
 - (iii) Hold a valid and current national identity document, passport or other equivalent document;
 - (iv) Hold a current and valid driving licence for each type of Vehicle that may be leased in the city where the service is provided.*
 - For Greece (4784/2021 ΦΕΚ 40/A/16-3-2021)

Said licence may not be suspended, withdrawn or revoked at the time of registration as a Service User or at any point during the contractual relationship with the User.

(*) Driving licences issued outside the European Union must be validated on a case by case basis, and the Company may demand the documentation or accreditation it deems necessary in each particular case.

- (v) Have a payment method set up in the User's name (i.e. the only valid payment methods accepted will be those in a name which matches the User's).
 - (vi) Accept these Terms and Conditions, in addition to their appendices and the privacy policy.
- 3.3 In the event of loss or withdrawal of the driving licence, the right to rent and ride Mopeds shall be immediately suspended throughout such period of licence loss or withdrawal. Users must immediately inform the Company of the suspension or limitation of their right to drive, of the execution of any driving ban or of the temporary withdrawal or withholding of their driving licence. Users must validate their driving licences anew once these have been renewed or recovered following withdrawal. The improper use of the service by users who have had their driving licence withdrawn will be the sole responsibility of said users, who shall be answerable for all liability arising from this circumstance and, where applicable, for the damages that this may cause
- 3.4 The User warrants that the personal data provided are truthful and shall be responsible for reporting any modification thereof. The User shall be the only

person held liable for any damages, whether direct or indirect, that may be caused to the Company or to any third party as a result of providing false, inaccurate, incomplete or unauthorized data in the forms.

- 3.5 The Company reserves the right to refuse to register a user at its discretion if it observes any anomaly in the registration process or any circumstance in violation of the principles of the Company's internal policy.

4. Registration procedure

- 4.1 Persons meeting the criteria set forth in Clause 3 of these Terms and Conditions may register as Service Users by entering all the details required in the electronic form available on the Website or the Application.
The fields completed by the User during the registration procedure will be stored in the User profile, and shall remain accessible to the User for rectification thereof at any time via the Website, the Application or by contacting Customer Service. The User is obliged to maintain the information provided current.
- 4.2 As a necessary part of the registration process the User must send, via the Application, a photograph of his/her face ("selfie") and Driving Licence valid and in force for the purpose of identity verification. Should the Company, for any reason, be unable to validate the identity of the User by the documents provided, the Company may ask the User to send such documents by electronic mail or any means allowing for the accreditation of the necessary identification data.
In addition, the Company reserves the possibility of requesting additional procedures to be performed by the User for the purpose of confirming or verifying his/her identity and the validity of the pertaining documents, including, requesting the User's personal appearance at any of the Company offices or point of verification that may be designated.
- 4.3 The Company, reserves the right to refuse or cancel the registration of a User if there are reasons to consider that the criteria to use the Service are breached or not met.
- 4.4 The registration will be considered complete once the User has provided all the data and documentation requested by the Company. Once this process has been completed, the User will receive a verification communication in his/her User account by in-app notification, email or SMS sent to the electronic mail address or telephone number indicated for registration, containing a link for confirmation.
- 4.5 To access and use the Service and the Application, the User must use his/her Username and Password, which will be assigned during the registration procedure. The User is responsible for the proper safekeeping of the Username and

Password for use of the Service, preventing unauthorised use or access by third parties.

- 4.6 In the event of loss or suspected loss of any of the Passwords, the User must change them to new ones as soon as possible and, should this not be feasible, report this to the Company immediately so that the appropriate measures can be taken.
- 4.7 The User shall not be allowed to have more than one account without the Company's express consent.

5. Moped Rental Process

- 5.1 To rent and use a Moped, the User must:
 - (i) have completed prior registration as a User of the Service and keep it current and in force;
 - (ii) been validated by the Company, in accordance with the criteria set forth in point 4;
 - (iii) have chosen a method of payment accepted by the Company and entered the pertaining data;
 - (iv) have downloaded and kept the Application installed in a compatible mobile device. In no case shall the Company be responsible for the compatibility between the application and the User device.
 - (v) have requested to Rent a Moped via the Application, having accepted the Pricing Policy in force at that time; and
 - (vi) Carry a valid and current driving licence throughout the Moped Rental period.
- 5.2 The Mopeds may be used and rented by Users only. Only Mopeds identified as available at the time of Rental may be rented by the User.
- 5.3 The Company may reject a reservation in the event the selected Moped is not available for any reason. The reservation of a Moped shall be understood as confirmed when the Company informs the User thereof by notification via the Application [and/or a booking confirmation sent by email, SMS or via the App].
- 5.4 The User may reserve a Moped at no cost whatsoever for the maximum period specified in the Application without commencing the Rental. Should the User not have started the use of the Moped (and therefore not begun the Rental) by the end of this period, the reservation shall be automatically cancelled, and the Moped will become available for reservation by any other User. The Company reserves the right to charge the User the pertaining penalty set forth in the Pricing Policy in the event of repeated reservations without having started the trip.

The Moped Rental period shall be shown in the Application during the period of use of the Moped by the User, as well as the duration thereof. As soon as the User ends the Rental, the application screen will display a final summary breakdown of the overall cost and time of Rental and withhold the corresponding charge from the User's wallet or preferred payment method.

6. Access and Use of the Mopeds

- 6.1 The User is required to use the Service, including the Moped, with great care and in full compliance with these Terms and Conditions as well as the specific Rental agreement.
- 6.2. To operate the rented Moped, the User agrees to:
 - (i) Before riding, inspect the Moped for any defects, visible damage, or significant cleanliness issues, and report any findings to the Company via the Application using the designated form or by contacting Customer Service. The User must provide accurate and complete information. The Company reserves the right to prevent the use of the Moped if safety concerns arise.
 - (ii) Verify that the Moped is in proper working condition and has enough battery charge, as shown on the display, to safely complete the trip.
 - (iii) Comply with all legal requirements concerning the use and operation of the Moped, including the Greek Traffic and Vehicle Safety Law (KOK), General Road Traffic Regulations, municipal parking rules, and any other applicable laws.
- 6.3. When the User reaches the Moped's parking location, they can start the Moped using the Application, marking the beginning of the Rental. After starting the Moped, the User may:
 - (i) Access the helmet compartment in the rear box of the Vehicle by pressing the appropriate button on it.
 - (ii) Lower the Moped from the centre or side stand.
 - (iii) Mount the moped.
- 6.4 The User can pause the Rental by selecting the "Pause" option in the Application. During this pause, the Rental does not end, and the minutes will continue to be charged according to the Pricing Policy. The Moped will be reserved and hence not available to other users throughout the pause duration.
- 6.5 If the User notices any issue with the Moped during the Rental, such as an operational problem, warning light on the display panel, or any visible malfunction, they must stop the Moped and promptly report the issue to Customer Service.

7. End of Moped Rental

- 7.1 To end the Moped Rental, the User must park the Moped properly in the designated parking space within the Service Area, place it on the central or side stand, and store the helmet(s) in the trunk. The User can then end the Rental by pressing the "End Ride" button in the Application. If the User leaves the Moped without completing the Rental termination process correctly, the Rental will continue at the User's expense, and the Company may penalize the User for failing to terminate the trip.
To conclude the use or Rental, the User must:
 - (i) Park the Moped in a designated Service Area parking space, following the Highway Code, the Traffic and Road Safety Act, and local regulations. Parking on private or company property, such as garages, courtyards, or similar areas not designated as Company parking zones, is not allowed. The Moped must also not be parked on the pavement where prohibited by municipal rules or in customer parking lots of shopping centers, supermarkets, restaurants. It must be parked in a location accessible to everyone at all times. The Moped may likewise not be parked in restricted parking zones on certain days or times (loading and unloading areas, authorised vehicle parking areas, handicapped personnel spots etc.) or areas subject to temporary parking restrictions, such as due to an event (e.g. Farmers market);
 - (ii) Make sure the Moped is left in a clean and functional state;
 - (iii) Place the helmet(s) back in the trunk and ensure it is locked properly. The User must also ensure no personal belongings are left behind. If any helmet is missing or the box is improperly closed or tampered with, the Rental will not end correctly. The Company may inspect the Moped and, if needed, apply penalties for any damage resulting from improper trip completion as per the pricing and penalties set forth;
 - (iv) Ensure that the Moped central or side stand is correctly placed;
- 7.2 If the User cannot end the Rental for any reason, they must notify the Company immediately and remain with the Moped until the Company provides instructions on how to proceed. Any additional Rental fees will be reimbursed by the Company, provided the User is found to have complied with the Rental conditions.
- 7.3 Returning the Moped in a condition other than what is stipulated in these Terms and Conditions may lead to penalties as outlined in the Pricing Policy. The User may also be held liable for any damage caused to the Company or third parties.
- 7.4 The Company reserves the right to automatically end rentals that exceed a 10-hour duration. Once this limit is surpassed, the Moped will be immobilized after being parked.

- 7.5 The Company is not responsible for any loss, damage, or theft of personal belongings, including mobile phones or devices used to access the Service. The Company will not be liable for items left inside the top box or any other Moped accessory during the Rental or after the Service has been concluded.

8. Restrictions on use of Service

- 8.1 The User agrees not to use the Moped for the following purposes:
 - (i) Transporting passengers illegally.
 - (ii) Transporting or towing live animals.
 - (iii) Pushing or towing any vehicle or object, whether it can roll or not.
 - (iv) Carrying more passengers than the number allowed as stated in the Vehicle's Registration Document or Technical Inspection Certificate.
 - (v) Transporting goods that violate current laws or for any illegal purpose.
 - (vi) Carrying packages or items that exceed the weight, quantity, or volume authorized in the Vehicle's Registration Document or Technical Inspection Certificate.
 - (vii) Transporting flammable, hazardous, toxic, harmful, or radioactive materials.
 - (viii) Participating in any competitions, whether formal or informal, or conducting tests on materials, accessories, or products.
 - (ix) Using the Vehicle to commit criminal acts or acts of vandalism.
 - (x) Transporting the Moped aboard any other means of transport.
 - (xi) While using earplugs connected to portable audio device.
 - (xii) While using a mobile phone that is not attached to a suitable socket (e.g. phone-holder).
- 8.2 Additionally, Users are prohibited from:
 - (i) Operating the Moped while under the influence of alcohol, drugs, or medication that impairs driving ability, as well as when tired or unwell.
 - (ii) Leaving the Vehicle in an insufficiently clean condition.
 - (iii) Attempting to recharge or tamper with the Vehicle's batteries or electronic systems in any manner;
 - (iv) Allowing others to drive the Moped or sharing passwords with third parties, even if they are also registered Users;

- (v) Disabling or in any way altering the Vehicle's geolocation, monitoring and control tools, as well as any of the Vehicle's other elements or electronic devices;
- (vi) Making changes to any part of the Moped, including its accessories, or making aesthetic or technical alterations (such as covering up the Company's logos or trademarks);
- (viii) Making repairs or modifications to the Vehicle or commissioning said repairs or modifications under the User's own authority, and/or
- (ix) Traveling in the Vehicle beyond the limits of the area in which, under the Rental agreement, the Vehicle is permitted to be driven.
- Assigning, subletting, hiring out, mortgaging, pawning, selling, using as security or disposing of the Vehicle, its documentation, accessories, tools or parts

Failure to adhere to these rules gives the Company the right to terminate the agreement, in addition to imposing any applicable penalties or seeking compensation.

9. Payment of the Service

- 9.1 There is no charge for registration as a User
- 9.2 The Service rates are outlined in the Pricing Policy, which may be updated at any time with notice to Users. Updated rates will apply to any usage following the notification. The prices include VAT and are final. They are subject to any applicable discounts, promotions, or special offers, which will be communicated under the specific terms for each promotion. The applicable amounts, duration, and scope of each rate will be detailed in the pricing section.
- 9.3 The usage time for the rented Vehicle is calculated from the moment the Vehicle is unlocked until the Rental is properly concluded. The rates in effect at the time, as specified in the Pricing Policy, will apply to the Rental.
- 9.4 The applicable Service rates will be charged by the Company according to the Pricing Policy, using the payment method provided by the User. Users must ensure their payment method has sufficient funds. If there are insufficient funds, they will have to pay the Company the bank charges or costs or those of the payment provider used, as well as the corresponding penalty in accordance with the current Pricing Policy.
- 9.5 Failure to make payment will result in the temporary suspension of the User's account. The User will be notified to settle the outstanding amount and reactivate their account within a maximum of 10 calendar days, in addition to any penalties outlined in the Pricing Policy.

- 9.6 If the outstanding balance cannot be settled, the Company will terminate the agreement with the User and take appropriate action to seek compensation for the damages caused.
- 9.7 Users can request an invoice for their use of the Service by contacting Customer Service.

10. Insurance and excess

- 10.1 The third-party liability insurance will be subject to the terms of the policy and the general conditions for compulsory motor insurance provided for in the Insurance Contract Act (as shown in Annex 1).
The insurance cover will not apply if the loss or damage is caused deliberately or negligently by Users.
- 10.2. Should Users breach any obligation provided for in the Insurance Contract Act and should this result in the insurance company being exempt from payment, the insurance cover provided for will not apply.
- 10.3 In the event that the loss or damage is caused by tortious intent or gross negligence, Users will be liable towards the Company in accordance with the Insurance Contract Act. In the case of damages to the Vehicle, the User's liability will be limited to the amount of excess agreed according to Annex 1: Insurance Conditions in effect at the time of the incident, if the Vehicle has been used in accordance with the Terms and Conditions and the Company has been notified of the damage without unjustified delay.
- 10.4 Users will be liable for all loss or damage caused if they do not duly complete the Accident Report, or where applicable, the corresponding report to the authorities following an accident or theft, which includes the details of the vehicles, drivers and circumstances of the accident. Accessories (helmet, trunk, ...) are not covered by the insurance and Users are responsible for them.
The insurance will not cover the damage, robbery or theft of personal items left inside the Vehicle, or Users own loss or damage or damage to third parties arising as the consequence of driving the Vehicle under conditions contrary to traffic regulations and road safety, or where the Vehicle is driven by a different third person.
- 10.5 The amount of the insurance excess is linked to the Rate as set out in the Insurance Conditions. Neither the excess nor any reduction thereof will apply, and Users shall be liable for all the damages caused, in the event of their non-compliance with the obligations set out in this document, including the payment obligation.

11. User's liability

- 11.1 The User is responsible for any damage caused to the Moped, the Company, or third parties during its use. The User must inform the Company via Customer Service of any damage or incidents during the Moped's use and must submit an accident

report within 48 hours, unless prevented by force majeure. The Company reserves the right to block the Moped's use and terminate the Rental in such cases.

- 11.2 The User authorizes the Company to charge for repair costs and any related expenses caused by the damage, in accordance with the insurance policy's excess terms.
- 11.3 In addition to any penalties in the Pricing Policy, the User is liable for any damage caused to the Moped, the Company, or third parties (including passengers) due to negligence, misuse, or failure to meet their obligations under these Terms and Conditions. The Company may withhold a deposit of €250 in case of an incident during the Service, which will be deducted at the time of billing for that Rental.
- 11.4 The User agrees to cooperate with the Company in asserting its rights as the Moped owner before relevant authorities or courts, and with insurance companies, by providing necessary information.
- 11.5 If the Company receives a claim for damages from an accident without prior notification and documentation from the User responsible at the time, the Company reserves the right to recover costs and may terminate the contract.
- 11.6 In the event the Moped or any accessories are lost, stolen, or vandalized, the User must contact Customer Service and follow the instructions provided, especially regarding reporting to the authorities.
- 11.7 If the Moped is towed by municipal authorities during use or due to improper parking at the end of service, the User will be charged for all administrative costs and fines, in addition to any applicable penalties under the Pricing Policy.
- 11.8 The User is accountable for the use of the Moped and any resulting consequences, damages, liabilities, or compensations not covered by the Vehicle's insurance, whether affecting third parties or the User.

12. Administrative penalties and charges

- 12.1 The Company reserves the right to identify and inform the Public Administration of the identity of the User who has committed the traffic violation during the use of the Service or has parked the Moped in no-parking zones as per the pertaining local regulations.
- 12.2 The Company reserves the right to claim back from the User any expenses incurred as a result of the violations committed, as well as the application of the pertaining penalties as set out in Appendix III.
- 12.3 All costs and charges incurred by the Company and penalties resulting from legal proceedings as well as the penalties identified above that are attributable to the User will be charged to the User who was responsible for the Vehicle at the time of the offence once the Company becomes aware of them and the User shall be

liable for such costs for up to six (6) months after termination of the service if the offence was not known to the Company upon termination.

- 12.4 Failure to pay the penalties and/or charges shall lead to the suspension and/or termination of the contractual relationship between the Company and the User, and the Company may claim back such amounts notwithstanding any measures deemed appropriate to cover any damages sustained, as well as any legal action claims it may deem appropriate.

13. Termination of the contractual relationship

- 13.1 The contract between the User and the Company is indefinite, starting from the moment the User's registration is accepted.
- 13.2 The User can cancel their registration at any time via the Application and/or Customer Service. Upon cancellation,
 - (i) The User will no longer have User status,
 - (ii) Access to the Service will be disabled,
 - (iii) The contractual relationship under these Terms and Conditions will end, except for any clauses that remain effective after contract termination.
- 13.3 The Company can terminate or suspend the contract if the User fails to comply with the Terms and Conditions. In such cases, the Company may either:
 - (i) Give the User 10 calendar days to resolve the issue, or
 - (ii) Terminate the Service immediately, notifying the User via email or SMS, and pursue any damages caused by the User, including any necessary legal actions.
- 13.4 The following actions, among others, will be considered breaches of the Terms and Conditions:
 - (i) The User fails to pay for the Services.
 - (ii) The User does not meet the Service requirements (e.g., minimum age, valid driver's licence).
 - (iii) The User does not inform the Company if their driving licence is suspended, revoked, or affected in any way.
 - (iv) The User registers for the Service using false documents or documents that do not belong to them.
 - (v) The User repeatedly reserves one or more Mopeds without actually using them for a Rental.

- (vi) The User does not pay any penalties imposed by the Company under the current Pricing Policy.
- (vii) The User parks the Moped outside the Service Area or contrary to the rules outlined in the Terms and Conditions.
- (viii) The User leaves the Moped dirty or in unsanitary condition.
- (ix) The User operates the Moped while under the influence of drugs, alcohol, medications, or while ill.
- (x) The User misuses the Application or violates the Company's intellectual property rights.
- (xi) The User allows someone else to ride the reserved Moped.
- (xii) The User parks in private areas or spaces not designated for two-wheeled vehicles on the street.
- (xiii) The User aids in theft or commits acts of vandalism involving the Moped.
- (xiv) The User fails to notify the Company or submit the required documents after being involved in an accident with the Moped during the Service.
- (xv) The User uses the Moped for unlawful purposes or in violation of applicable laws or these Terms and Conditions.
- (xvi) Any other failure to comply with the Terms and Conditions.

These violations may result in the penalties established for each case in the Pricing Policy or Rates Policy.

14. Liability of the Company

- 14.1 Unless the Company is found to have acted with intentional misconduct or gross negligence, and as permitted by law, the Company is not responsible for any direct or indirect damages to the User or third parties resulting from the Service, changes in procedures, times, conditions, or any other issues caused by the Company, its suppliers, or third parties.
- 14.2 The Company is not liable for failing to meet its obligations due to force majeure, which includes, but is not limited to, actions by public authorities, legal restrictions, fires, floods, explosions, protests, public disturbances, strikes, labor disputes, shortages of materials, power outages, communication disruptions, and other similar events.
- 14.3 The Company reserves the right to permanently or temporarily modify the Service Areas, due to the reasons mentioned above.

- 14.4 The Company will not be held responsible for any infections or damage resulting from the transmission of diseases, regardless of their origin, transmission method, or characteristics.
- 14.5 The Company is not liable for damages resulting from the unavailability or lack of access to the Application or Website, interruptions in the app's function, disconnections, blocks, delays, or network or data center overloads, or any other damages caused by third parties. The Company also bears no responsibility for damages from computer viruses or other external factors introduced by third parties that may affect systems, electronic documents, or files stored on User devices.

15. Location devices

- 15.1 To safeguard, protect, prevent criminal activities, and assess the Moped's performance, the Company will use electronic devices to monitor the Moped's condition and track its location at all times.
- 15.2 The Company may use this data to evaluate and verify whether the User is properly using the Service and to assess the performance of the Moped.
- 15.3 The collection and use of this data will follow the rules outlined in these Terms and Conditions. The User is therefore fully informed about the Company's use of these electronic devices and how the gathered information will be handled by the Company in accordance to GDPR-compliant policies.

16. Customer Service/Complaints

- 16.1 Any questions regarding these Terms and Conditions, inquiries about the Service, or complaints should be directed to the Company's Customer Service Department by calling [+30 6984274908](tel:+306984274908) during business hours.
- 16.2 In the event of a claim, the User can access the form provided in the CLAIMS SHEET tab (Annex 3) and send it to the following address:
Email: info@penny.rent
Address: PENNY IKE, Ammohostou 5, Kato Toumpa, 54454, Thessaloniki

17. Industrial and Intellectual Property

- 17.1 The User's use of the Service, Website, or Application does not grant them any rights to the Company's intellectual or industrial property. The User agrees to respect all such rights, including trademarks, logos, domain names, and any other intellectual or industrial property owned by the Company or third parties.
- 17.2 The User is prohibited from engaging in any act of reproduction, distribution, public communication, or any other form of dissemination, modification, or exploitation of the content, information, or materials accessed through the Service, Website, or Application, whether partially or fully, unless expressly authorized in writing by the rightful owner is expressly forbidden, unless expressly authorised in writing by the owner of such items.

18. Assignment of credits

- 18.1 The Company has the right to transfer any credits resulting from the User's use of the Service to a third party, after notifying the User. In such cases, the User should direct all payments to the designated assignee to settle the debt. The Company will remain responsible for handling any general inquiries or complaints related to the Service.
- 18.2 To this end, the Company will provide the necessary personal data of the User to the assignee. This data can only be used by the assignee for the specific purpose of managing the credit assignment and not for any other purpose.
- 18.3 The User authorizes the Company or the assignee to collect any amounts owed by the User under these Terms and Conditions or related to any Rental, using the payment method specified by the User.

19. Severability

- 19.1 If any clause of these Terms and Conditions is found to be invalid or unenforceable, it will not affect the validity of the remaining clauses. In such cases, the parties will interpret and replace the invalid clauses with valid ones that closely align with the original intent and economic purpose of the invalid clauses.

20. Right of withdrawal

- 20.1 The Users have the right to withdraw from the contracting and registration process as a registered User (and, as the case may be, from these Terms and Conditions) within fourteen (14) calendar days as of registration, provided they have not carried out any Moped Rentals. Rentals cannot be withdrawn from or cancelled by the User once they have been confirmed by the Company, in accordance with that is set forth in the regulations protecting the rights of users and consumers. In light thereof, the formalisation of a first Rental shall mean the User's loss of said right of withdrawal.
- 20.2 In order to exercise the right of withdrawal, the User must contact the Company using the cancellation button on the website, call Customer Service or send the withdrawal form included at the end of these Terms and Conditions by email, unequivocally stating his/her decision to withdraw from the agreement.

21. Applicable law and jurisdiction

- 21.1 This Agreement is governed by the laws of Greece.
- 21.2 Notwithstanding the rights of the User as consumer or user, the Parties hereby expressly waive any other court that might pertain thereto, and agree to submit any controversy or dispute that might arise from the interpretation or execution of this Agreement to the Courts of the city of Thessaloniki.

ANNEX I: Insurance conditions

CONDITIONS EFFECTIVE AS OF 24 JANUARY 2025

The Moped has insurance that includes the following cover:

1. Compulsory civil liability insurance. Capped at EUR 1,300,000 per claim.
2. Claims for damages. Capped at EUR 6,000.
3. Legal Protection and Legal defense. Capped at EUR 10,000
4. Natural disasters (fire, flood, earthquake). Capped at EUR 1,400
5. Driver and passenger accidents.

In addition, the responsibility of the User for damages to the Moped is limited and corresponds to fully comprehensive cover, with partial cover according to the provisions of the following clauses. Only the authorized User can benefit from vehicle damage cover.

Both the insurance referred to and the aforementioned limitation of liability will be subject to the policy, to the general conditions on compulsory moped vehicle insurance, as provided for in the Insurance Contract Law, to the General and Specific Conditions that the Company has agreed with the Insurer, where relevant, and to this contract.

Should the User fail to fulfil any obligation stipulated in the Insurance Contract Law and this results in an exemption from payment for the insurer, the insurance cover provided will not apply. In such a case, the limitation of liability will not apply.

The insurance cover will not apply if the damages are caused deliberately by the User, or the vehicle was used in any way other than the one stated on these terms, or was forcefully withheld by the owner.

In the event that the damage is caused due to gross negligence, the User will be responsible to the Company in accordance with the Insurance Contract Law. In the case of damages to a Vehicle, the User's liability is limited to the amount agreed if the Moped has been used in accordance with the contract and notification of the damage has been provided without unjustified delay. The limitation of liability to the amount agreed will not apply in cases where the User causes mechanical damage due to poor driving, gross or willful negligence.

In the event that the Moped is damaged while being used by the User, or the User causes the damage, the User will be liable up to an excess of EUR 800.

ANNEX II: Withdrawal Form

(If you wish to withdraw from this agreement, please fill out this form and return to the Company, to the postal or electronic mail address shown below).

To PENNY ΙΔΙΩΤΙΚΗ ΚΕΦΑΛΑΙΟΥΧΙΚΗ ΕΤΑΙΡΕΙΑ, with address for the purposes herein in Ammohostou 5, 54454 Thessaloniki (Kato Toumpa), and email address: info@penny.rent

I, _____ hereby notify you of my intention to withdraw from the agreement for the provision of the mopedsharing service offered by Penny I.K.E.

Requested in _____. Name _____. Address _____.

Signature (only if this form is sent by paper) _____

ANNEX III: Suggestion and complaint form

Download Suggestion and complaint form [here](#)

ANNEX IV: Table of damages and penalties

List of damages and penalties:

Description	Amount
2020 footrest support	70,00 €
Accelerator assembly	35,00 €
Back tyre	80,00 €
Bag carrying hook	5,00 €
Battery	2.000,00 €
Battery handle	15,00 €
Battery landing gear	30,00 €
Bearings	25,00 €
Bms battery	350,00 €
Broken or lost registration plate	30,00 €
Carrier	15,00 €
Centre stand	60,00 €
Chassis realignment (2019/2020)	350 / 500 €
Control Unit	100,00 €
Chrome front light ring	16,00 €
Chrome speedometer ring	16,00 €
Display panel	200,00 €
Engine	450,00 €
Engine cover ring	50,00 €
Footrest	50,00 €
Front battery cover	15,00 €
Front brake calliper	75,00 €
Front disc	50,00 €
Front headlight	80,00 €
Front indicator light	40,00 €
Front mudguard	50,00 €
Front shield	80,00 €
Front tyre	80,00 €
Front wheel rim	60,00 €
Front/rear brake pump	60,00 €
Full seat	40,00 €
GPS device	180,00 €
Handlebar	60,00 €
Handlebar stops	40,00 €
Handlebar trim	10,00 €
Headlight bulb	8,00 €
Helmet loss or breakage	25,00 €
Horn	10,00 €

Description	Amount
Indicator set	20,00 €
Inner front cover	60,00 €
Keel	40,00 €
LED beacon support	25,00 €
Left brake lever	20,00 €
Left rear fork mask	42,00 €
Left Chromed front molding	30,00 €
Left Chromed lower molding	31,00 €
Left rear view mirror	10,00 €
Left side cover	40,00 €
Lower left and side cover	26,00 €
Leg protector	50,00 €
Loss of motorbike documentation	30,00 €
Lower keel cover	30,00 €
Lower seat cover	10,00 €
Lower seat tray	35,00 €
Mobile phone support	35,00 €
Motorcycle main wiring	270,00 €
Painted swinging arm	150,00 €
Passenger handle bar	25,00 €
Passenger seat	80,00 €
Passenger stirrup	15,00 €
Pump	50,00 €
Read battery cover	50,00 €
Rear brake calliper	75,00 €
Rear disc	50,00 €
Rear indicator light	40,00 €
Rear light	50,00 €
Rear mudguard	25,00 €
Rear registration plate and light support	15,00 €
Rear shock absorber	70,00 €
Red battery ring	50,00 €
Registration plate light	15,00 €
Right brake lever	20,00 €
Right Chromed front molding	30,00 €
Right Chromed lower molding	31,00 €
Right rear fork mask	42,00 €
Right rear view mirror	10,00 €
Right side cover	30,00 €
Right/left bar front suspension	120,00 €
Lower right and side cover	26,00 €
Right/left bar rear suspension	117,00 €
Seat lock	20,00 €
Shank	60,00 €
Side retro-reflector	5,00 €
Side stand	40,00 €
Tilting lid	20,00 €

Description	Amount
Top case lid	40,00 €
Trunk	200,00 €
Trunk button	25,00 €

Labour costs, at €45/h, must be added to all the amounts indicated in the previous table.

Administrative Expenses

Description	Amount
Cost of removing vehicle from vehicle holding yard	€ 25
Failure to report theft	€ 150
Non-payment of bills	€ 25
Processing fines	€ 25

Misuse Charges

Description	Amount
Abandoning the vehicle without having completed the service	€ 150
Booking the service more than twice without starting trip	€ 50
Driving by a person not authorised by the service	€ 200
Driving the vehicle without documentation in force or valid licence	€ 150
Failure to connect the helmet to the presence detection system, resulting in the disappearance of the helmet	€ 25
Failure to report an incident 24 h since occurrence thereof.	€ 50
Parking in a private car park, reserved access or restricted area or not on the street	€ 150
Reporting an incident with more than a 3 h delay	€ 25

Operational Charges

Description	Amount
Failure to provide a clear and valid end-of-ride photo that confirms correct parking according to Terms and Conditions	€ 20
Removal of incorrectly parked motorbike	€ 20
Removal of motorbike due to low battery charge	€ 30
Removal of motorbike from holding depot	(to be determined)
Removal of the motorbike outside of the permitted area	€ 50

*The penalty for removal shall be equal to the fee charged by the local authority responsible for removing vehicles from roads and streets. The fee shall be attached by way of receipt. The prices of damages and penalties do not include VAT, which is charged separately.