# Terms & Conditions

Effective Date: 9 September 2025

1

#### Introduction

These Terms & Conditions ("Terms") govern your access to and use of the electric scooter, e-bike, bicycle, moped, motorbike, scooter, electric kickscooter, and manual kickscooter rental services ("Service") provided by Zippy Langebaan (PTY) Ltd ("Zippy", "we", "our", "us"), a private company registered in the Republic of South Africa under company number 2024/555391/07. By creating an account on our mobile application ("App") and using our Service, you agree to comply with and be bound

by these Terms. If you do not agree, you must not use the Service.

# **Eligibility**

Riders must be at least 16 years old for any vehicles that do not require a driver's licence. Younger riders may use certain vehicles with the express permission of their legal guardians. For vehicles requiring a driver's licence, riders must meet the applicable legal age and licensing requirements.

You confirm that you are physically fit, competent, and capable of operating the vehicle safely.

3

### **Account Registration**

- To access the Service, you must create an account in the App and provide accurate, current, and complete information.
- You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted through your account.
- Zippy may suspend or terminate your account if you breach these Terms or provide false information.

## **Use of Zippy Vehicles**

When using our vehicles, you agree to:

- Comply with all applicable road traffic laws, by-laws, and these Terms.
- Operate the vehicle safely and responsibly.
- Not carry passengers unless the vehicle is designed for two riders.
- Not operate the vehicle under the influence of alcohol, drugs, or any other impairing substances.
- Not tamper with, modify, or damage the vehicle.
- Not use the vehicle for commercial deliveries without prior written consent.
- Inspect the vehicle before use and report any issues via the App.

### **Rental Period and Fees**

- The rental period begins when you unlock the vehicle through the App and ends when you lock it and confirm the trip has
- Fees are charged in accordance with the rates displayed in the App at the time of rental.
- Additional fees may apply for:
  - 1. Returning the vehicle outside the designated parking zone.
  - 2. Leaving the vehicle unlocked.
  - 3. Damage or loss during the rental period.

6

# **Safety and Helmets**

- Wearing a helmet is strongly recommended and may be legally required in certain jurisdictions.
- You must operate the vehicle in a manner that does not endanger yourself, pedestrians, other road users, or property.

7

### Damage, Loss, and Liability

- You are responsible for any loss or damage to the vehicle occurring during your rental, except for fair wear and tear.
- You are personally liable for damage to third-party property or injury to third parties caused during your rental.
- Zippy is not liable for indirect, incidental, or consequential losses arising from your use of the Service.

8

# **Payments and Billing**

- Payments are processed via the App using integrated payment providers.
- By using the Service, you authorise Zippy to charge your selected payment method for all fees, penalties, and repair costs owed under these Terms.





#### 9

# **Privacy and Data Protection**

- Zippy processes personal information in accordance with our Privacy Policy and the Protection of Personal Information Act, 2013 (POPIA).
- Our full Privacy and Data Protection policy can be found on our website (https://www.example.com) and within the App.
- Location data from the vehicle and your device may be collected for operational, safety, and billing purposes.

#### 10

# **Service Availability**

- Zippy does not guarantee that vehicles will be available at all times or locations.
- We may suspend or limit Service temporarily for maintenance, safety, or legal compliance reasons.

#### 11

#### **Termination**

- Zippy may suspend or terminate your account if you breach these Terms or misuse the Service.
- · You may terminate your account at any time through the App.

#### 12

### **Governing Law and Dispute Resolution**

- These Terms are governed by the laws of the Republic of South Africa.
- · Disputes should first be resolved through good-faith negotiations.
- If unresolved, disputes will be subject to the jurisdiction of South African courts.

# 13

# **Changes to Terms**

Zippy may amend these Terms from time to time. The latest version will be made available in the App. Continued use of the Service after changes are published constitutes acceptance of the updated Terms.

#### **Contact Details**

Responsible Party: Zippy Langebaan (PTY) Ltd Information Officer: Jonathan Kilroe Smith

Email: jonks@clubmykonos.co.za Phone: +27 (022) 707 7777

Address: Club Mykonos Resort | Mykonos Access Road, Langebaan | Western Cape | South Africa

