

General Terms and Conditions of BSH Electroménager for the use of WeWash

As of 17.07.2020

§1. Object and scope

These General Terms and Conditions (hereinafter referred to as "GTC") govern the commercial relationship between BSH Electroménager, 26, Avenue Michelet, 93400 St. Ouen, France (hereinafter referred to as "BSH-FR" or "we") and persons who use the WeWash service provided by BSH-FR (hereinafter referred to as "user"). WeWash services include digital bookings of washing machines and dryers (hereinafter referred to as "devices"), which have been equipped with WeWash hardware. The usage is billed by BSH-FR cashlessly.

For any information regarding your order, you can contact either the responsible contact person, as shown on the notice board in the respective laundry room, or BSH-FR:

- by phone (non surcharged number) : 0800 949 100
- by email to the address support@we-wash.com

§2. Registration

1. To use the WeWash services provided by BSH-FR, a onetime free registration of the user is required. The online registration or the registration via the WeWash App is accomplished by filling out the registration form and by transmitting or communicating all relevant personal data as well as agreeing to our privacy policy (we-wash.com/en/privacy-policy/). After submitting the registration form you will receive a verification e-mail requesting you to confirm your registration within the time given in the verification e-mail.
2. After completing the registration process and the successful transmission or communication of all relevant personal data, BSH-FR shall decide on the approval of the registration request.
3. During the contractual relationship, any changes of personal data as well as data required for the accounting (i.e. name, email address, bank details, or credit card details) shall immediately be communicated to us.
4. To become a user, the person must be over the age of 18 and provide a valid means of payment. In addition, the user must have unrestricted access to a computer with internet connection, or a mobile device including an adequate data plan.
5. The user is not authorized to hand over his or her login-data (password and username) to any other person.

§3. Prices

1. BSH-FR provides the usage of the devices in its own name. If BSH-FR does not own the devices, a partner-contract with the respective owner ("operator") of the devices was made. In this case, the prices for the usage of the devices are set by the operator.
2. Before every reservation the users are being informed of the current rate.

§4. Fees and payment

1. The usage fee becomes due in the moment of using a washing machine or a dryer. The reservation of a device is generally free of charge.
2. All payment transactions are cashless only. In accordance to the following terms and conditions the user can choose from the following payment methods:
 - a) direct debit payment (SEPA mandate) in accordance with Sec. 5, or
 - b) credit card payment in accordance with Sec. 6.By providing a valid reason we reserve the right to change the provided payment methods and to not provide certain payment methods anymore or rather refer to the usage of other payment methods.
3. The user has the possibility to change the payment method and the means of payment of his or her user account.
4. Invoices will either be sent to the user by BSH-FR via email, or will be made available within the user's password protected account/ app.
5. The user must carefully verify the invoice and raise objections to BSH-FR within six weeks after the invoice was made available. The omission of raising objections in time will be deemed as approval. The user's statutory rights remain unaffected.
6. We reserve the right to disable the user account if the user doesn't meet the payment obligations in time until the due amount is completely paid. The stipulations in Sec. 10 remain unaffected hereby.
7. If a payment gets declined due to the users' fault (i.e. because his or her account is not covered or the limit on the credit card has already been reached), and in consequence costs and/ or expenses arise for BSH-FR we are permitted to bill the user the total sum of the incurred costs and/ or expenses.

§5. Payment by direct debit (SEPA)

1. By using the payment method "payment by direct debit (SEPA)", the collection of the claim is made through the external payment provider Mollie B.V., Keizersgracht 313,1016 EE Amsterdam, Netherlands.
2. Conditions for the direct payment by direct debit (SEPA):
 - a) The user must provide personal data (first name, surname, address, date of birth and email address/ phone number) and valid French bank details (account holder, IBAN and BIC). The bank account must be one of a private person. The usage of a business bank account is not possible.
 - b) By actively clicking the checkbox on the WeWash homepage or in the app the user grants a SEPA mandate (direct debit) for his or her bank account. In the event, that the user is not the account holder of the indicated account, he/ she must ensure, that the account holder gave his or her consent to the SEPA mandate. Furthermore, the user must ensure a sufficient balance of the specified bank account at the time of BSH-FR's debiting
 - c) On obtaining a written SEPA mandate is forgone. The forgoing is verified by actively clicking the checkbox on the homepage or in the app towards the user's bank, the creditor's bank, and the creditor. The user agrees with the transfer of the waiver to the previously mentioned parties. Concurrently the user is obliged, to forward the unique mandate reference – if the user is not the account holder.
 - d) Should a SEPA payment be returned by the user on unjustified terms or should the collection of claims fail due to the Users' fault – especially due to insufficient coverage, false or invalid bank details or objection – the User is obliged to take care for sufficient coverage or to remove the reason of the payment disruption. Furthermore, he/she is obliged to, in addition to the amount owed for the service, pay for the additional costs incurred for the unjustified return or failed collection. Other means of payment, such as for example transfers by the user, are in generally not accepted.
 - e) If the user does not fulfill his or her information obligation, in accordance with Sec. 2 para 3, in case of changes of his or her personal data or any data required for billing, BSH-FR is entitled to charge the user the therefrom incurred costs and additional expenses.
3. The deadline for the prior information of the SEPA direct debit is being shortened to one day.

§6. Payment by credit card

1. For payments by credit card the collection of the claim occurs through the payment service provider Mollie B.V., Keizersgracht 313,1016 EE Amsterdam, Netherlands.
2. Conditions for payments by credit card:
 - a) Payments by credit card may only be made with Visa and MasterCard. Other credit cards are not accepted.
 - b) If the user chooses payment by credit card, he/ she must enter the following payment data: The card holder's name, type of credit card (Visa or MasterCard), Credit card number, expiration date, CVC code.
 - c) The payment service provider checks the payment details provided by the user for accuracy and when appropriate existing non-disclosure notices of the respective credit card issuer. In case the authorization fails for any reason, the user will receive a corresponding message.
 - d) In case of a user unjustified initiation of a chargeback he/ she is obliged to carry the accruing third-party charges of the credit card acquirer in addition to the accruing amount of the booked service. Individual payments as for example transfers – especially without any references – are in principle not accepted.
 - e) The user must inform BSH-FR immediately in case of loss, theft, or other misuse of its credit card.
 - f) The user obtains an overview of the individual bookings in his/ her credit card statement of the credit card issuer as a total amount in EUR. Detailed information will also be available from the invoices which are provided to the user (cf. Sec. 4 para 4).

§7. Chargeable use: occurrence of individual contracts

1. Reserving a washing machine or a dryer via the homepage www.we-wash.com, or the WeWash app is free of charge. The reservation is valid for five to 15 minutes, depending on the settings of the individual laundry room. If a booked washing machine or a booked dryer is not activated within this period, the washing machine or the dryer will be made available to other users again.
2. The chargeable contract regarding the use of the washing machine or the dryer takes effect under the condition precedent, that the washing machine or dryer is put into operation by the authorized person within the reservation period.

§8. Requirements and behavior when using the washing machine/ dryer

1. The user must use the devices carefully and in accordance with the instructions in the manuals and manufacturer's specifications. This includes for instance the cleansing of the dryer lint filter after every usage. With devices operated by BSH-FR, BSH-FR allows the user to inspect the individual manuals.

2. The user is obliged to inspect the respective devices before usage for damages or heavy contaminations. Possible damages or heavy contaminations as well as other problems are to be reported to BSH-FR or the responsible contact person, as shown on the notice board in the respective laundry room, immediately. Using damaged or heavily contaminated devices is prohibited.
3. The device settings (temperature etc.) is exclusively the user's responsibility. The information on the laundry labels are to be considered by the user.

§9. The user's liability

The user is liable according to the statutory provisions.

§10. Duration, extraordinary termination and blocking of the user account

1. The duration of the business relationship between BSH-FR and the user is generally not limited in time.
2. BSH-FR is authorized to immediately terminate the business relationship, if a serious breach of contract occurs. This is especially the case, if:
 - a) the suspicion on a misuse or fraudulent usage arises;
 - b) during the registration or the contract period, the user gave false information or withheld pertinent information and the continuation of the business relationship is not acceptable to BSH-FR;
 - c) the user shares his/her user login data with others.
3. Upon termination of the business relationship the user account will be blocked.

§11. Other provisions

1. The mandatory legal provisions governing your usual place of residence shall apply. Otherwise, the laws of the Federal Republic of Germany apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply in any case. The place of jurisdiction for any disputes arising from or in connection with these Terms of Use shall be Munich, Germany. Mandatory, legal places of jurisdiction shall remain unaffected.

2. According to Article 14 of Regulation No. 524/2013 of the European Parliament, the European Commission provides consumers with an online dispute resolution platform, accessible via the following link: <http://ec.europa.eu/consumers/odr/>. The objective of this platform is to provide the possibility to settle out of court disputes concerning contractual commitments relating to online purchases and services.

Users also have the possibility of calling on the Paris Mediation and Arbitration Centre free of charge to settle a dispute relating to the performance of a contract of sale or supply of services. They shall use the form available on the CMAP website (www.cmap.fr), by e-mail (consommation@cmap.fr) or by post (CMAP - Service Médiation de la Consommation, 39, avenue F.D. Roosevelt, 75008 PARIS). They shall specify the object of the dispute and send all the documents, as indicated in the referral form. Any user who refers a matter to the CMAP must be able to prove that he has previously attempted to resolve his dispute directly with BSH-FR. Otherwise the referral will not be taken into account.

3. Should one provision of these terms and conditions (GTC) be or become completely or partly invalid, the validity of the other provisions of the contract shall remain unaffected.