

General Terms and Conditions of Business for the Usage of WeWash
Status: 2 October 2020

§1. Subject

These General Terms and Conditions (hereinafter referred to as "GTC") govern the business relationship between WeWash GmbH, Sendlinger-Tor-Platz 10, 80336 Munich (hereinafter referred to as "WeWash" or "we") and persons who use the services provided by WeWash (hereinafter referred to as "users"). WeWash offers the usage of washing machines and dryers ("devices") that have been retrofitted with WeWash hardware for this purpose. The booking of the usage is done by the user in digital form or by telephone; usage is billed by WeWash in cashless form.

§2. Registration

1. To use the services provided by WeWash, a one-time free registration of the user is required.
 - a) 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 (<https://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.
 - b) The registration via telephone takes place via the WeWash Hotline, which you can reach under the free-of-charge phone number 0800 – 9392742. After giving your consent to one of our service staff to record the conversation, your relevant personal data as well as your consent regarding these GTCs will be recorded and stored in our system. At any point in time, you have the possibility to request information regarding your saved data and can request correction or deletion.
2. After completing the registration process and the successful transmission or communication of all relevant personal data, WeWash 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, address, email address, bank details, credit card details, telephone, and mobile phone number) shall immediately be communicated to WeWash.
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, an internet-compatible terminal including an adequate data plan or a (landline) phone with multi-frequency mode.
5. The user is not authorized to hand over his or her login-data (password and user name) to any other person.

§3. Prices

1. WeWash provides the usage of the devices in its own name. If WeWash does not own the devices provided, WeWash has concluded a partner contract with the respective owner ("operator") of the devices. In this case, the prices for the usage of the devices are set by the operator.
2. With every reservation the online and app users will be informed of the current rate. For telephone users, the corresponding prices are displayed on the noticeboard in the laundry room.

§4. Fees and payment

1. The usage fee becomes due at the moment when the washing machine or dryer is used. 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 authorisation) in accordance with Sec. 5,
 - b) credit card payment in accordance with Sec. 6 or
 - c) payment by means of other payment methods in accordance with Sec. 7.By providing a valid reason we reserve the right to change the provided payment methods and to not provide certain payment methods anymore or to refer to the usage of other payment methods.
3. The user has the possibility to change the payment method and the means of payment stored in his or her user account.

4. Invoices will either be sent to the user by WeWash via email, post or will be made available for inspection electronically within the user's password-protected account/app.
5. The user must carefully verify the invoice and raise objections to WeWash within six weeks after the invoice was made available. The failure to raise 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 does not meet his/her payment obligations until the due amounts have been paid. The stipulations in Sec. 11 remain unaffected hereby.
7. If a payment gets declined due to the users' fault (i.e. because his or her account does not have sufficient funds or the limit on the credit card has already been reached), and in consequence costs and/or expenses arise for WeWash 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 commissioned by WeWash Mollie B.V., Keizersgracht 313,1016 EE Amsterdam, Netherlands.
2. Conditions for the 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 German 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 or by explicit declaration by phone the user grants a SEPA authorisation (direct debit) for his/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 authorisation. Furthermore, the user must ensure sufficient funds in the specified bank account at the time of WeWash's debiting.
 - c) The obtaining of a written SEPA mandate is waived. The waiver is verified by actively clicking the checkbox on the homepage or in the app or by explicit declaration by phone 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 at the latter's bank fail due to the users' fault – especially due to insufficient funds, false or invalid bank details or objection – the user is obliged to ensure sufficient funds or to remove the reason for the payment disruption. Furthermore, he 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. Self-payments such as transfers by the user are generally not accepted.
 - e) If the user does not fulfil his or her information obligation, in accordance with Sec. 2 para 3, in case of changes to his or her personal data or any data required for billing, WeWash is entitled to charge the user the resulting 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) Payment by credit card is possible via different card types, e.g. Visa or MasterCard. The selection offered by the payment service provider can change, whereby the user is not entitled to the usage of a certain type of credit card.
 - 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 (e.g. Visa), 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 initiating a chargeback without justification he/she is obliged to pay the accruing third-party charges of the credit card acquirer in addition to the accruing amount of the booked service. Self-payments such as Transfers – especially without any references – by the user are in principle not accepted.
 - e) The user must inform WeWash immediately in case of loss, theft, or other misuse of its credit card.
3. 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 euros. Detailed information will also be available from the invoices which are provided to the user (cf. Sec. 4 para 4).

§7. Payment using other payment methods

1. The user also has the option of paying for the individual washing process via other payment methods (e.g. PayPal, Apple Pay) via a so-called “manual payment” without depositing a means of payment in advance. In this case, the outstanding amount will not be debited automatically but will be paid using the payment method selected by the user in each case. For this purpose, the user is offered the available payment methods as part of manual payment. After selecting the payment method, the respective payment must be authorized by the user.
2. The payment methods offered can change regionally and over time. The user is not entitled to use a specific payment method, e.g. PayPal, Apple Pay etc.
3. When paying by other payment methods, the collection of the receivables is processed by the payment service provider Mollie B.V., Keizergracht 313, 1016 EE Amsterdam, Netherlands.
4. Conditions for payment by other payment methods:
 - a) Payment by means of other payment methods is only available to users of the app or the web app who have registered in accordance with No. 2.1. a).
 - b) If the user chooses one of the payment methods offered, he must have an account with sufficient funds in his name and the correct access data with the respective payment method provider.
5. The user receives an overview of the bookings in the respective statement of the selected payment method provider. Detailed information will also be available from the invoices which are provided to the user (cf. Sec. 4 para 4).

§8. Paid usage: Conclusion of the individual contract

1. Reserving a washing machine or a dryer via the homepage www.we-wash.com, the app or by phone is free of charge. The reservation is valid for five to 15 minutes, depending on the valid 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 for reservation/usage.
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 actually put into operation by the authorized person within the reservation period.

§9. Requirements and behaviour 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 fluff filter after every usage. With devices operated by WeWash, WeWash 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 WeWash 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.

§10. The user's liability

The user is liable according to the statutory provisions.

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

1. The duration of the business relationship between WeWash and the user is generally not limited in time.
2. WeWash is authorized to immediately terminate the business relationship if a serious breach of contract occurs. This is especially the case, if:
 - a) the suspicion of 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 WeWash;
 - c) the user shares his user login data with another.
3. Upon termination of the business relationship the user account will be blocked.

§12. Other provisions

1. The laws of the Federal Republic of Germany apply exclusively.
2. If a provision of these GTC are or become invalid, in whole or in part, the validity of the rest of the contract in total is not affected.
3. These GTC are issued in German and English. In case of a difference, the German version takes precedence.