

General Terms and Conditions

Membership and Events

StreetGasm B.V. · Chamber of Commerce 59591803 · www.streetgasm.com

Note: this is an English translation of the Dutch general terms and conditions of StreetGasm B.V., provided for convenience. In the event of any discrepancy or difference in interpretation between the Dutch and English texts, the Dutch text prevails.

About StreetGasm

StreetGasm is at its core a club of entrepreneurs who come together through a shared passion for supercars. Within the club, the network and the enrichment of that network are central. Members meet one another during tours, events and club activities, and can create a full business profile in the member portal to show the community who they are and what they do.

Being an entrepreneur is not a condition of membership. Participation is possible as an entrepreneur, on behalf of a company or as a private individual.

This introduction describes the character of the club. The rights and obligations of the parties follow exclusively from the articles below.

PART I: GENERAL PROVISIONS

Article 1: Definitions

In these general terms and conditions, the following terms have the meanings set out below:

StreetGasm: StreetGasm B.V., established at Reactorweg 291, 3542 AD Utrecht, the Netherlands, also trading under the names StreetGasm.com, StreetGasm2000.com and SG2K, Chamber of Commerce number 59591803.

Member: The natural person or legal entity that has entered into a membership agreement with StreetGasm.

Consumer: A member who is not acting in the course of a profession or business.

Business: A member who is acting in the course of a profession or business.

Membership: The annual subscription agreement under which the member gains access to the services, the community and the events of StreetGasm. The membership is renewed automatically each year unless terminated in good time.

Event: Any activity organised by StreetGasm, including but not limited to driving tours, rallies and other club activities.

Tour: A multi-day event in which participants take part in a route set out by StreetGasm using their own vehicle.

Membership fee: The annual membership contribution owed by the member to StreetGasm.

Parties: StreetGasm and the member jointly.

Article 2: Applicability

1. These general terms and conditions apply to all agreements, services, events and legal relationships between the member and StreetGasm.

2. StreetGasm is entitled to amend these general terms and conditions. Amendments will be announced to the member by e-mail or via the website at least 30 days before they take effect. If the member continues to use the membership after that date, the member is deemed to have accepted the amendments.
3. Should any provision be null and void or voidable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a legally permissible provision that approximates the purpose of the original provision as closely as possible.
4. The applicability of any general terms and conditions used by the member is expressly rejected.

Article 3: Offers, prices and tax treatment

1. All offers made by StreetGasm are without obligation, unless they state a period for acceptance.
2. Prices stated are exclusive of VAT, unless expressly indicated otherwise. Prices quoted to consumers are stated inclusive of VAT.
3. StreetGasm is not bound by offers that contain an obvious error or clerical mistake.
4. The member is solely responsible for the tax treatment of the membership fee, the participation fees and any other amounts paid to StreetGasm, including the question of whether these costs may be booked as business expenses in whole or in part.
5. StreetGasm does not provide any tax, accounting or legal advice. Statements made by StreetGasm or its employees regarding the tax treatment of the membership, an event or a tour are never binding and may not be regarded as advice. The member must consult his or her own tax adviser or accountant on this matter in advance.
6. StreetGasm is not liable for the consequences of incorrect tax treatment by the member, including additional tax assessments, corrections, interest or penalties. Amending, splitting, back-dating or reissuing an invoice already sent in the name of another (legal) person is not possible, except in the case of manifest errors on the part of StreetGasm.

Article 4: Intellectual property

1. All intellectual property rights in the materials developed and used by StreetGasm, including but not limited to the name, the logo, the programme booklet, photographs, videos, brand expressions and other content, are vested in StreetGasm.
2. The member is expressly prohibited from reproducing, publishing or exploiting these materials without the prior written consent of StreetGasm.

Article 5: Limitation of liability

1. StreetGasm is liable solely for direct damage that is the direct result of intent or gross negligence on the part of StreetGasm.
2. Liability for indirect damage, consequential damage, loss of profit or business losses is excluded at all times.
3. The liability of StreetGasm is in all cases limited to the amount paid out by the liability insurer of StreetGasm or, if the insurer does not pay out, to the amount of membership fee paid by the member in the current membership year.
4. Participation in events and tours is entirely at the member's own risk. StreetGasm is not liable for damage to or theft of vehicles or property, personal injury, or damage caused by fellow participants.

Article 6: Force majeure

1. StreetGasm is not obliged to perform any obligation if it is prevented from doing so by a circumstance beyond its control, including but not limited to: extreme weather conditions, pandemics, government measures, strikes, traffic accidents on the route and similar unforeseen circumstances.

2. In the event of force majeure lasting longer than two months, StreetGasm is entitled to dissolve the agreement without being liable to pay any compensation.

Article 7: Applicable law and disputes

1. All agreements with StreetGasm are governed exclusively by Dutch law. For events that take place wholly or partly abroad, the traffic and safety rules of the country concerned also apply. The contractual relationship between the member and StreetGasm is governed by Dutch law in all cases.
2. Disputes shall be settled exclusively by the competent court in the district of Midden-Nederland, without prejudice to the right of consumers to bring a dispute before the court of their place of residence.

PART II: MEMBERSHIP

Article 8: Application and formation of membership

1. A membership is formed by application via the website or in another manner accepted by StreetGasm, followed by written or electronic confirmation by StreetGasm.
2. StreetGasm reserves the right to refuse an application without stating reasons. The rejection will be communicated to the applicant within five working days.
3. The member must provide accurate and complete information when applying. The member is obliged to notify StreetGasm of any changes to his or her details without delay.
4. Membership requires a minimum age of 18 years.
5. As a condition of membership, the member must own or drive a sports car or supercar. StreetGasm assesses whether the vehicle meets the club standards.
6. Membership is open to natural persons and legal entities. Being an entrepreneur is not a condition. A member may participate as an entrepreneur, on behalf of a business or as a private individual. The capacity in which the member enters into the membership determines whether the member qualifies as a consumer or as a business under these conditions.

Article 9: Term and termination of membership

1. The membership is entered into for a term of one (1) year, commencing on the date of confirmation by StreetGasm. After this year has ended, the membership is automatically renewed for a new year, unless the member has terminated the membership in good time in accordance with paragraph 3. The membership fee is invoiced annually in advance.
2. The membership is automatically renewed for a new year, unless the member has terminated the membership in good time.
3. Termination must be given with due observance of a notice period of at least one (1) calendar month before the renewal date. Termination must be given in writing by e-mail to info@streetgasm.com or by registered letter.
4. If the member does not terminate the membership, or does not do so in good time, the membership is renewed for a full new year and the member owes the membership fee for that year in full. No refund will be given.
5. In the event of interim termination of the membership other than by notice in accordance with paragraph 3, the member is not entitled to any (partial) refund of the membership fee already paid.

Article 10: Membership fee and payment

1. The member owes an annual membership fee at the rate applicable at the time of renewal. StreetGasm is entitled to adjust the membership fee annually. The new rates will be announced at least 30 days before the

effective date. A consumer who does not agree with the price increase is entitled to terminate the membership with effect from the date on which the new price takes effect.

2. After the membership has been formed, the member receives an invoice. Payment must be made within fourteen (14) days of the invoice date, unless otherwise agreed.
3. In the event of late payment, the member is in default by operation of law. StreetGasm is entitled to suspend access to events and services until payment has been received in full.
4. All collection costs, both judicial and extrajudicial, are for the account of the member.

Article 11: Right of withdrawal (consumers only)

1. A consumer has the right to dissolve the membership agreement within 14 days of its formation without stating reasons. This right of withdrawal is mandatory law and cannot be excluded by contract.
2. If, at the time of application, the consumer expressly requests immediate access to the member portal, the community or events, and StreetGasm grants this request, the consumer acknowledges that StreetGasm has commenced performance of the service. In that case, upon exercising the right of withdrawal, the consumer owes a fee proportionate to the services already enjoyed (calculated as the number of days elapsed divided by 365, multiplied by the annual membership fee).
3. The right of withdrawal applies to consumers only. For businesses (members acting in the course of a profession or business), the membership is immediately binding upon confirmation by StreetGasm and no right of withdrawal applies.
4. Refund of amounts already paid, less the fee referred to in paragraph 2, will take place within 14 days of receipt of the withdrawal declaration.

Article 12: Obligations and conduct of the member

1. The member is obliged at all times to comply with these general terms and conditions, the house rules of StreetGasm and applicable laws and regulations.
2. The member is responsible for all activities that take place via his or her account.
3. The member is not entitled to transfer his or her membership rights to third parties.
4. StreetGasm may terminate a membership with immediate effect and deny the member access to events if:
 - a. the member acts in breach of the general terms and conditions or the house rules;
 - b. the member displays conduct that is harmful to the reputation or interests of StreetGasm or the club members, including approaching members for activities that compete with StreetGasm and using the member network for unsolicited or intrusive solicitation;
 - c. the member proves to be involved in (semi-)criminal activities or has a criminal conviction that harms the reputation of StreetGasm or its members;
 - d. the member has provided incorrect information when applying.
5. In the event of termination on the grounds of paragraph 4, the member is not entitled to a refund of the membership fee already paid.
6. StreetGasm facilitates the network, the club activities and the possibility of creating a business profile. StreetGasm does not guarantee any business contacts, collaborations, assignments or other commercial results.

PART III: EVENTS AND TOURS

Article 13: Event registration and payment obligation

1. Registration for an event or tour is possible only for members who have met their payment obligations.

2. By registering for an event or tour, the member enters into a binding payment obligation. The registration constitutes an agreement under which the member owes the participation fees in full, regardless of whether the member actually takes part.
3. After confirmation of registration, the member receives an invoice. The payment structure for each event or tour is stated on the relevant event page or in the registration confirmation and may consist of a deposit (a fixed amount or a percentage of the participation fees) followed by a balance payment, or of payment in full upon registration. The member must pay within the period stated on the invoice or event page.
4. In the event of late payment, the member is in default by operation of law. StreetGasm is entitled to deny the member access to the event without this giving rise to any obligation to refund.

Article 14: Cancellation by the member

1. Cancellation of a registration for an event or tour must be given in writing. The following cancellation terms apply:
 - A. Cancellation more than 6 months before the start of the event: 50% of the participation fees is due as a cancellation charge, with a minimum equal to the deposit.
 - B. Cancellation less than 6 months before the start of the event: the full amount is due, without any right to a refund.
2. Payments already made will be set off against the cancellation charge due.
3. The member is permitted to transfer his or her registration to another StreetGasm member, provided that StreetGasm has given its prior written consent.
4. StreetGasm advises the member to take out cancellation insurance. StreetGasm is not liable for the financial consequences of cancellation due to circumstances in the member's private sphere.

Article 15: Cancellation or amendment by StreetGasm

1. StreetGasm reserves the right to cancel, reschedule or substantively amend an event due to insufficient participation, force majeure or organisational circumstances.
2. If an event is cancelled by StreetGasm (other than due to force majeure), participation fees already paid will be refunded in full, with the exception of costs already incurred with third parties that are demonstrably non-refundable (such as booking costs for hotels or ferry tickets). StreetGasm will communicate these non-refundable costs to the member as soon as possible.
3. In the event of cancellation due to force majeure (as defined in Article 6), participation fees already paid will be refunded after deduction of demonstrably incurred and non-refundable third-party costs.
4. StreetGasm is not liable for other costs incurred by the member in connection with the event, such as travel costs, transport or insurance.

Article 16: Advertising on vehicles during tours and events

1. During a tour or event organised by StreetGasm, advertising on the member's vehicle is not permitted, unless the member has obtained prior written consent from StreetGasm.
2. Advertising is understood to mean: films, stickers, wraps, markings or other externally visible brand expressions of companies, products or services, other than the brand marking of the vehicle make itself.
3. If the member attends an event or tour with unapproved advertising, the member is obliged to remove or cover it immediately upon the first request of StreetGasm.
4. If the member does not comply with the request referred to in paragraph 3, StreetGasm is entitled to deny the member further participation in the event or tour concerned, without any right to a refund of the participation fees.

5. Repeated breaches of this article may lead to temporary or permanent exclusion from StreetGasm events, without prejudice to the member's obligation to pay the participation fees in full.

Article 17: Participant obligations during events

1. The member is obliged to conduct himself or herself during events in accordance with the instructions of StreetGasm, the applicable traffic rules and the legislation of the country in which the event takes place.
2. The member must hold a valid driving licence, a valid vehicle registration and adequate insurance for the vehicle.
3. The member is prohibited from taking part in an event while under the influence of alcohol, drugs or other substances that affect the ability to drive.
4. The member is responsible for arranging adequate vehicle insurance (third-party liability and preferably fully comprehensive) for the duration of the event.
5. Participation in events is entirely at the member's own risk. The member is responsible for any damage to or caused by his or her vehicle.
6. If a member does not comply with these rules, StreetGasm is entitled to deny the member further participation in the event with immediate effect. In that case the member is not entitled to a refund of the participation fees and remains liable for the full amount.

Article 18: Photographic and video material

1. StreetGasm is entitled to make photographic and video material of events and tours and to use it for promotional and editorial purposes, including publication on the website, on social media and in club publications.
2. By taking part in an event, the member grants StreetGasm permission to use material in which the member and/or his or her vehicle is recognisably depicted, unless the member has objected in writing and in good time before the start of the event.
3. StreetGasm processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information, see the Privacy Statement at www.streetgasm.com.

PART IV: COMPLAINTS

Article 19: Complaints procedure

1. Complaints about the services, the membership or an event must be reported to StreetGasm in writing at info@streetgasm.com as soon as possible, and in any case within 14 days of the complaint arising.
2. StreetGasm aims to respond to complaints within 14 days. In the case of more complex complaints, StreetGasm will inform the member of the expected handling period, and in any event within four (4) weeks.
3. If a complaint is not reported in good time, the right to claim lapses.
4. This complaints procedure applies to both consumers and business members. For business members, an additional escalation route applies in that the parties shall endeavour to resolve the dispute by mutual consultation before commencing legal proceedings.