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Raysitrade terms and conditions

These General Terms and Conditions relate to the use of the Raysitrade Service. These Terms and Conditions apply to the use of the Raysitrade Service by persons who wish to exchange their vehicle.

Raysitrade advises you to read these General Terms and Conditions vehicle fully so that you know what rights and obligations you have.

Raysitrade offers the platform on which the vehicle exchange (vehicleswap) is established.

Article 1 Definitions

Content: all information posted by Raysitrade itself and the participants of the Platform.

Vehicleowner: the owner who has made his or her vehicle available for vehicle exchange via the Raysitrade website and has registered his vehicle for this on the Raysitrade platform.

Customer: the vehicle owner who initiates vehicle exchange and has registered his vehicle for this on the Raysitrade platform.

Service: the mediation that Raysitrade provides to you and consists of offering a Platform that makes a vehicle exchange between private individuals possible.

Users: the natural persons who have registered their vehicle on the Raysitrade Platform.

General Terms and Conditions: these General Terms and Conditions of Raysitrade.

Exchange request: the customer's request to the vehicleowner to use his or her vehicle by means of a vehicle exchange with vehicle points or by simultaneously exchanging their vehicle (pointless vehicle swap. The exchange request only leads to a vehicle exchange after the vehicleowner has given his approval, except when the vehicleswap starts instantly. In that case the approval is just a formality.

Mediation fee: the payment that the customer pays to Raysitrade for its mediation and availability of the platform. The brokerage fee can be increased with a surcharge for insurance.

Exchange period: the period between handing over the key when the customer receives the vehicle and returning the key to the Vehicleowner when the customer delivers the vehicle.



Platform: the platform that can be reached via the mobile application of Raysitrade or the current and future Raysitrade websites, including but not limited to www.Raysitrade.nl or any other underlying website of Zoho creator and that offers you the option of using the Service to use.

Raysitrade: the trade name of the Raymond Social Impact company established in The Hague.

Raysitrade Fee: the brokerage fee that Raysitrade charges customers and vehicleowners.

Raysitrade IE: All Industrial and Property Rights E with regard to the Service, the Platform, the mobile application and the Content are reserved by Raysitrade.

Insurer: the insurance company that offers the Insurance agreement.

Insurance Fee: the premium charged by Raysitrade on behalf of the Insurer to Users (customers).

Insurance agreement: the agreement between the customer (as policyholder) and the Insurer for the use of the vehicle that is exchanged via the Platform.

Article 2 Applicability

These Terms and Conditions apply to the Service.

Raysitrade can change or supplement these Terms and Conditions at any time. The most current General Terms and Conditions can be found on the Platform. If a change to the Terms and Conditions takes place, the new Terms and Conditions will be brought to your attention during your next use of the Platform. If you continue to use the Platform after changing or supplementing these General Terms and Conditions, you thereby irrevocably accept the amended or supplemented General Terms and Conditions. If you do not agree with the amended or supplemented General Terms and Conditions, your only option is to stop using the Service and to remove your vehicle's registration.

As a result of the Service or mediation by Raysitrade, a user agreement can be concluded between the customer and the vehicleowner. Raysitrade is not a party to that agreement.

These Terms and Conditions apply between Raysitrade, the customer and the vehicleowner.



Article 3 Registration

3.1 You must register your vehicle to use the Service.

3.2 You guarantee that all information is correct, complete, accurate and relevant. You acknowledge that the accuracy and completeness of the data provided is of great importance for the (optimal) functioning of the Platform and the Service. You acknowledge that you are fully responsible for the accuracy and completeness of the information provided and all consequences of incorrect, incomplete or incorrect information. You acknowledge that all damage that you, Raysitrade or a third party suffers as a result of your incorrect or incomplete information is entirely at your expense and risk, unless mandatory law determines otherwise.

3.3 The data that you provide during the registration process will be stored in a database and processed in accordance with the Privacy policy that you can consult on the platform.

3.4 It is permitted to register more than 1 (one) vehicle per person on the Platform.

3.5 You are responsible for keeping your password and username combination secret. You may not provide your username and / or password to third parties or give third parties access to your registration in any way. You are therefore also responsible for all use that is made of the Platform via your username and password. Raysitrade may assume that you are actually the one who logs in with your username and password. As soon as you have reason to suspect that a username or password has fallen into the hands of unauthorized persons, you must let Raysitrade know as soon as possible. You also have the obligation to take effective measures yourself, such as changing the password.

3.6 Raysitrade is at all times free to delete a registration, including, but not limited to, complaints that Raysitrade receives from other Users.

3.7 A registration fee is applicable after a graceperiod to decide if you want to continue.

4.1 The following conditions apply to registration:

You are at least 21 years old, and if you want to exchange a vehicle for at least 12 months in possession of a valid driver's license (for the Vehicle category you wish to swap);

You have a valid driver's or other license and you have uploaded it in your registration;

In the 2 years prior to the vehicle exchange and / or registration you were not involved in more than 2 damage claims to Vehicles for which you are / will be held directly or indirectly liable;



You are in the 8 years preceding the closing of the vehicle exchange:

not excluded or refused by any insurer, for example, but not exclusively, due to nonperformance, overdue payments, fraud, unlawful or bad behavior, or otherwise, and for these reasons no other additional requirements have been set for a by you or in your name insurance taken out, for example, but not exclusively, higher premium, higher deductible and / or limitation of coverage;

not convicted in connection with drunk driving (alcohol and / or drugs), dangerous driving, driving without insurance and / or insurance fraud;

As a Customer you do not use medication, and you have no disability, disability and / or illness that can negatively influence your driving behavior;

You have completed your registration fully truthfully and uploaded a recent photo of yourself as a registration photo in your Registration;

You have consented and agree to these Terms and Conditions and the Privacy Policy.

4.2 By registering your vehicle and using the Service you guarantee that you meet (and continue to meet) all of the above requirements. If you no longer meet one of these conditions, you may no longer use the Service and Raysitrade is entitled to exclude you from using the Service and to delete your Registration.

4.3 You yourself are fully liable for all damages and costs that you, Raysitrade and / or third parties suffer as a result of the fact that you no longer meet the above requirements.

4.4 Raysitrade and the Insurer are entitled to check your identity, creditworthiness, criminal history and past in the field of driving behavior through databases of third parties.

4.5 Raysitrade reserves the right to attach additional requirements and / or conditions to the use of the Service and / or your registration as a user, for example but not exclusively for the purpose of checking identity (data), the condition of the vehicle and / or other transaction details.

Article 5 Requirements for the users of the vehicle

5.1 The following conditions apply to a registration in addition to the conditions set out in Articles 3 and 4:

All vehicles for vehicle exchange must be registered;

You guarantee that your vehicle meets the following requirements:



All basic safety requirements and registrations that apply in the country where the vehicle is Swap;

The vehicle is free from defects, unless explicitly agreed otherwise and recorded in an official report;

The vehicle is at least insured for civil liability (WA);

All taxes, including road tax, with respect to the Vehicle have been paid (in time);

The Vehicle is provided with a valid license plate, which license plate is valid and is registered in the country where the vehicle is Swap;

The Vehicle is entirely your property (or you must submit a written authorization in advance to show that the rightful owner has authorized you to use the Vehicle through the Platform for a vehicle exchange;

The vehicle has already had the regular maintenance as advised by the manufacturer of the vehicle;

The vehicle can be used normally and contains sufficient necessary fluids, including, but not limited to, engine oil, brake oil, coolant, etc., unless expressly agreed otherwise.

5.2 If at any time a Vehicle no longer fully meets the aforementioned requirements, you are required to remove the vehicle from your Registration and to terminate all outstanding reservations or vehicle exchanges and / or to reject Swap Requests.

5.3 Raysitrade is thereby entitled at all times to remove the vehicle from the Platform and to reject all outstanding reservations, if it suspects and / or indicates that a Vehicle no longer meets one or more requirements as stated in article 5.1 sub b .. This is among other things (but not exclusively) the case when there are above average many breakdown reports concerning an Vehicle.

5.4 More than one vehicle per owner may be registered.

5.6 Raysitrade and the Insurer are entitled on the one hand to verify the identity, creditworthiness, criminal history and insurance history of the customer / owner and on the other hand the specifications, insurance history, criminal history and damage history of the Vehicle by means of databases of third parties.

5.7 Rays itrade is entitled to refuse and $/\ {\rm or}\ {\rm remove}\ {\rm the}\ {\rm registration}\ {\rm of}\ {\rm a}\ {\rm Vehicle}\ {\rm without}\ {\rm stating}\ {\rm reasons}.$

5.9 You are fully liable for all damage and costs that are the result of the fact that you and / or your Vehicle do not fully meet the aforementioned requirements.



Article 6 The Platform

6.1 You accept that Raysitrade only offers a Platform on which you can come into contact with other Users with the aim of achieving a vehicle exchange. Raysitrade only facilitates the Platform, but has no knowledge of and / or interference with the information (including the Registration Information) that is exchanged by you or other Users with the help of the Platform and the Vehicle and that is made available via the Platform. Raysitrade is therefore not a party to the vehicle exchange and cannot accept any liability for this.

6.2 Raysitrade offers the Platform 'as is'. You accept that the Service only contains the functionality and other features that you find on the Platform at the time of use. Raysitrade explicitly excludes express and implied guarantees, promises and indemnities of any kind, including but not limited to, guarantees, undertakings and indemnities with regard to the quality, completeness, safety, legality and correctness of (the use of) the Service, the Platform and the information provided on it, unless otherwise specified in these General Terms and Conditions.

6.3 You accept that Raysitrade is always entitled to change, adjust and / or close the Platform or the Service without becoming liable to pay compensation to you. If you cannot agree with the adjustments and / or changes made, the only remedy is to stop using the Service and the Platform and to delete your Registration.

6.4 Raysitrade does not guarantee that the Service will be accessible at all times and without interruptions or disruptions. Disruptions in the Service may also, but not exclusively, occur as a result of disruptions in the internet or telephone connection or due to viruses or errors / defects. You accept that Raysitrade is not liable to you for any damage that results from or is the result of the (temporary) unavailability or (interim) failure of the Service.

6.5 You accept that Raysitrade is entitled, without prior notice and without being held liable to you, to put the Service out of service (temporarily) and / or limit its use if this is necessary in its opinion, for example in the context of the reasonably required maintenance of the Platform.

6.6 You accept that Raysitrade is entitled, without prior notice and without thereby becoming liable to you, to remove (your) Vehicles from the Platform.

6.7 You accept full liability towards Raysitrade and any third parties for all information that you make available through your Registration or otherwise exchange in the context of a vehicle exchange.

6.8 You accept that Raysitrade gives and can give no guarantee whatsoever for Vehicles that are offered via the Platform and that they have not checked the Information provided on the Platform by means of Registration or otherwise made available and does not accept any liability for this. You further accept that you cannot hold Raysitrade liable in any way, unless explicitly stated otherwise in these General Terms and Conditions.



Article 7 Formation of the vehicle exchange

7.1 Raysitrade is entitled to charge the Registration Fee and Raysitrade Fee and the insurance premium.

7.2 Customers are allowed to submit multiple Swap Requests, up to the number indicated in the Platform.

7.3 The relevant Vehicleowner receives a notification of the Swap request. If a Vehicleowner wishes to accept the Swap request, he can indicate this in the Platform. This is not needed for an instant vehicleswap.

7.4 The vehicle exchange is established the moment the Vehicleowner accepts the Swap request from the Customer. Raysitrade is not a party at the vehicle exchange. Raysitrade only acts as an intermediary by offering the Platform and facilitating payment.

7.5 Customers are not permitted to swap more than one (1) Vehicle through the Platform in the same or overlapping period. After a vehicle exchange has been established and the Swap Fee has been paid, other outstanding Swap Rrquests for the same and / or overlapping period are automatically canceled.

Article 8 Obligations from the vehicle exchange

8.1 During the vehicle exchange period, the customer is responsible for the vehicle and for all costs related to the status, location and safety of the vehicle.

8.2 The customer guarantees that he will use the vehicle in accordance with the Code of Conduct as made available on the Platform Code of Conduct for Vehicle Use.

8.3 The customer is not allowed to have the vehicle driven by someone other than the Customer, unless (i) the 2nd driver is registered as a "Verified User" at Raysitrade and the vehicleowner has been informed by customer.

8.4 Before Vehicleowner gives the vehicle to Customer as a result of the vehicle exchange, Vehicleowner and Customer must check whether all data is correct and complete. Customer and Vehicleowner are fully responsible for checking the accuracy and completeness of the data, as well as the correct check in and out via the platform and / or the Raysitrade application.



8.5 The Vehicleowner must prevent the Customer from taking possession of the vehicle if the Vehicleowner on reasonable grounds believes that the Customer:

Does not meet the conditions for a Customer as set out in Article 4;

Is unsuitable for any reason to drive the vehicle;

No valid driver's license and passport / ID can show proof (to identify himself);

No confirmation of the vehicle exchange with the correct confirmation document can show;

Refuses to enter the correct and complete data in the Raysitrade application.

In the above cases, the Vehicleowner can terminate the vehicle exchange without costs or fines.

8.6 The Customer should not take possession of the vehicle if the Customer on reasonable grounds believes that the Vehicleowner:

And / or the vehicle does not meet the conditions set out in Articles 4 and 5; and / or

Do not record any damage to the vehicle correctly and completely via the Platform in the Raysitrade application:

Refuses to enter other details correctly and completely in the Raysitrade application and / or refuses to check in;

In the aforementioned cases, the Customer can terminate the vehicle exchange without costs or fines and the costs are for the account of the vehicleowner.

8.7 The Customer is responsible for returning the vehicle:

On the date, time and place as agreed in the vehicle exchange;

Without personal items belonging to the Customer in the vehicle;

Including all keys and papers and / or other documentation and (spare) materials and aids, including but not limited to the spare wheel, jack and all other materials present in the vehicle at the time the vehicle was made available to the Customer;

With the same position of the fuel meter as when receiving the vehicle and

In the same condition as when receiving the vehicle, unless otherwise agreed;

8.8 The Customer is fully liable for all damage suffered by the Vehicleowner, Raysitrade and / or third parties because the Customer does not (fully) comply with its obligations. Customer



accepts the responsibility as described above, as well as the obligation to fully cooperate with the settlement of any damage and furthermore accepts

8.9 Customer and Vehicleowner are obliged to indicate on a form (or in hard copy, or where possible in soft copy via the Platform) at the end of the Exchange period if the vehicle has sustained Damage

8.10 Customer and Vehicleowner are themselves responsible for the correct and complete follow-up, completion, checking and completion of the Raysitrade application, which also includes timely and correct check-in and check-out.

8.11 In the event of a conflict between Customer and Vehicleowner, Raysitrade can act as a mediator. However, Raysitrade is not a party to the vehicle exchanges / or the Insurance agreement. It is therefore up to the Customer and Vehicleowner to resolve a potential conflict.

Article 9 Duration and termination of the vehicle exchange

9.1 The vehicle exchange is entered into for the exchange period and ends by operation of law at the end of the exchange period. The Customer and Vehicleowner can only terminate the vehicle exchange prematurely in accordance with the General Fines Policy for Vehicleowners General Fines Policy for Customers.

9.2 Returning the vehicle at an earlier time than agreed in the vehicle exchange does not result in termination of the vehicle exchange / or (partial) refund of the Swapsum.

9.3 Full payment of the Raysitrade Fee, Insurance Fee must be received by Raysitrade before the start of the intended Exchange Period.

9.4 Until full payment of the Raysitrade Fee and Insurance Fee has been received by Raysitrade, both parties can still terminate the vehicle exchange free of charge.

9.5 Until the end of the intended SwapPeriod, parties can extend the vehicle exchange. Regarding an extension of the Exchange Period, the same procedure must be followed as for closing the initial vehicle exchange. In the absence of an acceptance of the renewal request by Vehicleowner, the original swap period will apply as set out in the vehicle swaps. Customer must return the vehicle in time and within the original swap period. These General Terms and Conditions also apply accordingly to all possible (accepted) renewals of the vehicle exchange.

9.6 The parties may revoke the vehicle exchange within a period of 14 days after the vehicle exchange has been closed, as set out in Article 7.4. However, the vehicle exchange can no longer be revoked by either party after the start of the Swapperiod. From the start of the Swapperiod, the vehicle exchange, with regard to the right of withdrawal, is deemed to be fully fulfilled.



Article 10 Damage, insurance and fines (not yet applicable !!!)

10.1 The Insurance Agreement is concluded at the same time as the vehicle exchange is concluded. The Insurance Agreement depends on the vehicle exchange, has the same duration as the vehicle exchange ends by operation of law upon termination of the vehicle exchange. If the procedure for closing the vehicle exchange or an extension thereof is not followed, the vehicle is not insured.

10.2 The Insurance terms and conditions of the Insurer apply to the Insurance Agreement. You can find more information about this on insurance.

10.3 Customer is fully liable for Damage. If damage was not observed when the vehicle was returned, but was still notified to Customer and Raysitrade in writing within 48 hours, the legal presumption applies that the damage occurred during the SwapPeriod, for which Customer is liable.

10.4 If Damage is covered by the Insurance Agreement, the Customer is only obliged to pay the deductible, as stipulated in the Insurance Agreement.

10.5 If Damage is not covered by the Insurance Agreement, then the Customer and Vehicleowner must mutually settle the Damage.

10.6 The Insurer is entitled to stipulate as a condition for coverage that the Customer and / or Vehicleowner must submit a fully completed and confirmed (or signed SnappForm) and that the Customer and / or Vehicleowner must submit a fully completed and signed European claim form. Vehicleowner does not cooperate or does not cooperate sufficiently, the party itself is liable for the damage resulting from this, so this also includes, but is not limited to, damage that has arisen and is not covered by the Insurance Company because Users do not cooperate or do not cooperate sufficiently.

10.7 If it appears that a Vehicleowner is trying to pass on any existing damage to the vehicle to a Customer, the actual costs of the required expertise, claim handling and additional administrative actions, such as inclusion in the FISH system and reporting to the police for insurance fraud on the Vehicleowner is recovered, increased by an administrative fine as set out in the General Policy Fines Policy for Vehicleowners General Fines Policy for Customers. This amount will be at least EUR 1,000 per event. The Vehicleowner will also be excluded from insurance with Insurer.

10.8 The Vehicleowner himself is responsible for any required notification to his curswapp insurer of the fact that the vehicle will be Swap. The Vehicleowner himself is responsible for complying with the conditions of his curswapp insurer and must therefore, for example, estimate for himself whether the annual mileage of his existing insurance should be changed and pass this on to his curswapp insurer.



Article 11 Payment

11.1 The Customer will pay the Fee as agreed in the Vehicle Exchange. Full payment of the Raysitrade Fee and (possible) Insurance storage must have taken place before the start of the Exchange period.

11.3 Regarding the determination of the amount of any payment to Customer or Vehicleowner, the data from Raysitrade are deemed to be correct.

11.4 Raysitrade accepts no liability whatsoever with regard to errors in entering into vehicle exchanges, including, but not limited to, registration.

Any fines based on the Fine Policy General Fine Policy for Vehicleowners General Fine Policy for Customers.

Cleaning costs (if the vehicle is contaminated during the Swap period)

The deductible that may be applicable on the basis of the Insurance Agreement, which is then collected on behalf of the Insurer;

Any fines and procedural costs regarding parking, traffic and / or other violations, including, but not limited to, the costs of towing away or a wheel clamp, caused during the Swap Period;

A loss or damage as a result of non-compliance with these General Terms and Conditions by the User, to the extent permitted by law;

A loss or damage as a result of the failure of the User to comply with the vehicle exchange to the extent permitted by law;

VAT or other taxes that are levied on amounts mentioned in this article or the Swap sum;

Any costs that arise from reversing automatic debits at the bank account known to Raysitrade and specified by the User.

11.7 Vehicleowner accepts that if and to the extent that the additional costs cannot be collected from the Customer by Raysitrade, Raysitrade is not obliged to pay these additional costs to Vehicleowner, regardless of the reason for this, also in the event that the costs are not covered by the Insurance Agreement.

11.8 The User authorizes Raysitrade to debit the following payments from the bank account number known and used by Raysitrade at the time that they occur:



A fine based on the fine policy of Raysitrade;

A payment due with regard to the Service, including the Raysitrade Fee, Insurance Fee and any other Surcharges;

A payment due for the deductible in connection with the Insurance agreement;

A payment due for loss or damage as a result of non-compliance with these General Terms and Conditions by the User;

Any Advances paid by Raysitrade;

Article 12 IP rights

Article 13 Liability

13.3 Any liability of Raysitrade is excluded.

13.4 Raysitrade is in any case never liable for damage as a result of:

Information that Raysitrade receives from third parties or information that is on third-party websites, to which Raysitrade refers;

Information posted by Users on the Platform or in Registrations;

Damage to or loss of property, including a vehicle;

Death or injury, unless that is the result of intent or gross negligence on the part of Raysitrade;

Traffic or parking violations in connection with a Vehicle;

Fuel costs associated with a vehicle;

Non-compliance with these General Terms and Conditions by another User;

Terminating a vehicle exchange, discontinuing the Service, removing a Registration and / or closing the Platform

13.5 This limitation of liability of Raysitrade does not aim to exclude Raysitrade's liability for intent and / or deliberate recklessness on the part of Raysitrade ("its own actions") itself and / or its managerial subordinates.



13.6 You indemnify Raysitrade for all damage and costs, including but not limited to damage as a result of (alleged) infringement of Raysitrade IE, third-party claims, collection costs, statutory business interest, loss of profit, fines and legal assistance costs incurred by Raysitrade suffers or incurs and results from (i) an attributable failure to comply with the Terms and Conditions on your side, (ii) your use of the Service or (iii) an unlawful act, including, but not limited to, violation of or breach of contract under the vehicle exchange.

Article 14 Termination of Registration

14.1 You have the right to stop using the Service at any time and to terminate / delete your Registration. The termination of your Registration has no consequences for vehicle exchanges that are already closed before the moment of termination. All Swaprequests are canceled.

14.2 You accept that Raysitrade has the right to block your use of the Service, to close you and / or to delete your Registration, without being liable to you if Raysitrade sees reason to do so, including, but not exclusively if you acts contrary to a provision of these General Terms and Conditions.

14.3 If after termination of your Registration you still have to receive a payment and / or still have a credit balance at the time of termination, Raysitrade will ensure that these amounts are paid to you.

14.4 All amounts you owe Raysitrade will become immediately due at the time of termination of your Registration.

Article 15 Other

15.1 These General Terms and Conditions and all disputes arising therefrom and / or related thereto are governed by the law of the country where the vehicle is registered and Swap out.

15.2 All disputes arising from and / or related to these General Terms and Conditions will be submitted to the competent court in The Hague, unless mandatory law designates another competent court.

15.3 If you have a complaint, we request that you first make the complaint known to Raysitrade (adrmedia2013@gmail.com).

15.4 If any provision of these General Terms and Conditions proves to be void or voidable or for any other reason wholly or partially invalid, the other provisions of the General Terms and Conditions will remain in full force. Raysitrade will replace the invalid clause with a clause that is valid and of which the legal consequences, in view of the content and scope of these General Terms and Conditions, correspond as much as possible with those of the invalid clause.



15.5 Raysitrade may transfer all claims, powers, rights and obligations and actions related to the General Terms and Conditions to third parties or pledge and will inform you of this. You hereby declare that you are already cooperating in such a transfer or pledge and that, in the event of such a transfer, that third party will be able to exercise all rights against you.

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