

BlackBear Switch Terms and Conditions

1. Definitions

The following Terms and Conditions shall mean:

Subscription:	the agreement between BlackBear and Tenant for the use of the keeper set by Tenant as well as any other agreement between BlackBear and Tenant;
Terms and conditions:	These BlackBear terms and conditions that apply to each Subscription;
End date:	the date on which the Subscription ends by termination by Tenant as set out in Article 6.3;
Keeper set Basic:	A pair of legguards, a pair of clogs and a pair of gloves made available to Tenant by BlackBear under the Subscription, for use by Tenant in accordance with the Terms and Conditions;
Keeper set Full:	A pair of legguards, a pair of clogs, a pair of gloves, a chest protector, protective trousers, overpants and a bag, which have been made available to the Renter by BlackBear under the Subscription, for use by the Renter in accordance with the General Terms and Conditions;
Tenant:	any natural person or legal person who subscribes to BlackBear;
BlackBear:	BlackBear B.V., based in Breda, KvK number 68277377;
Switching:	Solving a problem for Tenant regarding the Keeper set by repairing or swapping for another Keeper set by BlackBear..

2. Applicability

- 21 These Terms and Conditions apply to any BlackBear and Tenant subscription.
- 22 Agreements between BlackBear and Tenant by way of derogation from, or in addition to, these Terms and Conditions are only valid if they are expressly and in writing confirmed by BlackBear.
- 23 All amounts mentioned by BlackBear include VAT.

3. Subscription

3.1 Tenant will have access to a Keeper set for the duration of the Subscription.

3.2 The Keeper set comes with an extra set of buckles and straps.

3.3 The Subscription entitles you to free Switches (see article 5). The following shall be added:

- the free repair of defects to the Keeper set caused by wear and tear and normal use of the Keeper set.
- the free exchange of the Keeper set if necessary, if goalkeeper has a larger/smaller size node.

3.4 The Keeper set can be advertised. If the advertising is damaged, or an advertisement completely disappears from the Keeper set, the Tenant must contact BlackBear directly.

4. Conditions

4.1 Tenant normally uses the Keeper set and takes care of the Keeper set like a good family man.

4.2 The Keeper set is exclusively for personal use by Tenant. Tenant is not allowed to use the Keeper set for commercial purposes. In the case of a violation of this prohibition, The Renter will be liable to BlackBear a contractual fine of up to EUR 1,000. The amount of this amount is determined by BlackBear. The imposition of the fine shall not affect any other rights of BlackBear such as claiming damages or terminating the subscription, in accordance with Chapter 14 of the Terms and Conditions.

4.3 Tenant must be in possession of a SEPA bank account number.

4.4 The Keeper set remains the property of BlackBear at all times. The Tenant is not permitted to establish or grant any (security) right to the Keeper set for the benefit of a third party.

4.5 Tenant is personally liable for compliance with the Terms and Conditions.

4.6 The tenant is responsible for the timely transmission of changes to the data known to BlackBear, such as a new address.

4.7 Tenant may not make any changes to the Keeper set that cannot be removed without damaging the Keeper set.

4.8 Tenant must be 18 years of age or older and able to take out a subscription. Minors can only subscribe with the consent of a parent or guardian.

4.9 A digital verification process of the correct identification documents can be part of the sign-up process when the product is delivered. Lack of proper identification documents means that the product is not delivered. If verification shows that there may be fraud, BlackBear will report it to the police.

5. Switch

5.1 BlackBear aims to switch one (part of a) Keeper set within 48 hours after being contacted by BlackBear by phone, email, WhatsApp or the BlackBear App. Switching is done by appointment with Tenant.

5.2 If this target time is not met, the Tenant cannot claim any compensation or compensation.

5.3 Switching only takes place in case of a defect, missing, theft or need for
aner size of (part of) the Keeper set.
5.4 Switching a (part of a) Keeper set is done by means of a return
label from created by BlackBear, or at a BlackBear dealer.
5.5 In the case of switching via a parcel service, the shipping costs for the
Tenant are, these are compared in the first next rental month.

6. Subscription and Cancellation Duration

6.1 The duration of the Subscription ("Subscription Period") is agreed during the
sign-up process. If agreed, one-time costs may be charged to The Renter.

6.2 If a one-month subscription period is chosen, the subscription term can be
calculated one month from the date agreed during the sign-up process. At
the end of this period, the Subscription will be tacitly renewed, always for a
period of one month, unless the Subscription is terminated in accordance
with the terms and conditions. Both parties may cancel the Subscription at
any time, subject to one month's notice.

6.3 If a minimum Subscription period has been chosen, the duration of the
Subscription will be the number of months chosen from the date as agreed
during the sign-up process. Interim termination of the Subscription is not
possible. At the end of the Subscription Period, the Subscription will
automatically switch to a one-month subscription, as set out in Article 6.2.

6.4 From the day that the written cancellation of the Subscription was
received by The Renter by BlackBear, the Subscription will continue for
one more month, so that the Subscription ends one month after the day
the cancellation was received by BlackBear (the 'End Date').

6.5 After cancellation until the End Date, the tenant is entitled to use the
Keeper set and the obligation to pay the cost of the Subscription.

6.6 The Keeper set, must be returned by The Renter to BlackBear at the
latest / sent to BlackBear wordemn at the latest by the End Date.

6.7 If the Keeper set is handed in by The Tenant before the End Date, all rights of
the Tenant under the Subscription will end without prejudice to the
obligation of the Tenant to pay the full subscription fee until the End Date.

6.8 Before the Keeper set is submitted to BlackBear, Tenant can cancel at any
time and reactivate the Subscription by emailing BlackBear.

6.9 In case Tenant wishes to re-enter a Subscription within three months of the
Subscription End Date, an amount of EUR 30 in start-up costs will be
payable.

6.10 If the Keeper set has not been transferred by Tenant to BlackBear by the End
Date, The Tenant will be liable for a fine of EUR 5 per day until the Keeper set
has been transferred to BlackBear or the Subscription has been reactivated,
with a maximum of seven days.

6.11 If the Keeper set is not transferred to BlackBear within seven days of the
End Date and the Subscription is not reactivated, BlackBear will report theft
by Tenant. In that case, The Tenant is also required to compensate for the
damage suffered by BlackBear, which is determined by type of subscription
and can be found in Table 1, without prejudice to BlackBear's right to seek
full compensation for the damage suffered by it, insofar as it exceeds
the amount of compensation determined depending on the type of
subscription.

Subscription type	Established damages
Grizzly Basic	EUR 300
Racoon Basic	EUR 250
Grizzly Full	EUR 500
Racoon Full	EUR 400

Table 1: Amount of compensation per type of subscription

6.12 Tenant is aware that the Keeper set may be owned by a leasing company. When the Keeper set is owned by a leasing company, Tenant is required to either return the Keeper set to the leasing company at the first request of the leasing company or to pay the future rental rate to the leasing company.

7. Theft or missing

7.1 In case of missing or theft of (part of) the Keeper set, The Tenant is obliged to report this to BlackBear within 24 hours. In that case, the tenant owes an excess which varies by type of Subscription. The applicable excess per type of Subscription can be found in Table 2. The tenant receives a replacement (part of) Keeper set and/or battery from BlackBear after the declaration has been completed.

Part Keeper Set	Identified deductibles
Legguard Grizzly	EUR 50
Clog(s) Grizzly	EUR 30
Legguard Racoon	EUR 40
Klomp(s) Racoon	EUR 25
Glove Right	EUR 20
Glove Links	EUR 20
Body armour	EUR 20
Padded pants	EUR 20
Overpants	EUR 5
Bag	EUR 20

Table 2: Height of Excess per Part Keeper Set

7.2 If a (part of a) Keeper set is reported by the same tenant as missing/stolen more than 2 times, the Tenant is liable for a negligence surcharge. This amount is on top of the excess and can be found in Table 3.

Negligence surcharge found	EUR 150
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Table 3: fixed level of negligence surcharge

7.3 When a missing or stolen Keeper set is recovered within the term of the Subscription, Tenant is credited with maximum deductible. BlackBear determines the amount of this amount based on the condition of the Keeper set and any other costs.

7.4 If it is found that Tenant provided false information to the detriment of BlackBear, BlackBear has the right to charge a dishonesty surcharge of EUR 100. This amount is in addition to the excess and any negligence surcharge.

8. Damage and maintenance

8.1 Damage to the Keeper set caused by vandalism is reported to BlackBear by Tenant within 24 hours.

8.2 BlackBear has the right to check the Keeper set for the state it is in. The tenant is required to cooperate with the (on demand of BlackBear) to carry out checks, modifications and maintenance.

8.3 If there is damage and wear and tear on the Keeper set other than might be expected by normal use, for the assessment of BlackBear, BlackBear reserves the right to recover the costs from The Renter for the costs.

8.4 If there is damage caused by (co)debt of a third party, The Tenant is obliged to provide the contact details of this third party to BlackBear. If no contact details of the third party are provided, the damage will be charged to The Tenant.

9. Payments

9.1 The tenant is required to have an authorization to direct debit the monthly subscription fee and other fees due from the specified account number when taking out a Subscription.

9.2 In case of additional charges such as excess and surcharges, BlackBear has the right to require payment before delivering a new Keeper set to The Tenant. If Tenant indicates that he is able to pay the outstanding amount and this does not appear to be the case, there is an Improper Switch and may be charged for this.

9.3 If the subscription or other costs cannot be depreciated or improperly settled, the Tenant is in default. The tenant will then receive a notice to comply with the due within fourteen days. If the due is not paid within the 14-day period, BlackBear may call in a collection agency. All additional administration costs and out-of-court collection costs are at the expense of the Tenant.

10. Liability

- 10.1 When Tenant uses a Keeper set, this is taken as proof that it functions well and does not have any defects.
- 10.2 The use of the Keeper set by Tenant is at tenant's own risk.
- 10.3 BlackBear is not liable for any damages suffered by Tenant as a result of the use of the Keeper set, unless there is intent or gross negligence on the part of BlackBear.
- 10.4 Tenant is responsible for the timely transmission of any defects and/or damage to the Keeper set..

11. Change

- 11.1 BlackBear reserves the right to change the cost of a Subscription. Changes will be announced by e-mail to Tenant at least two months before the effective date.
- 11.2 Changes to the Terms and Conditions will be announced at least one month before the effective date by means of a notice on the website www.BlackBear.nl and by e-mail to Tenant.
- 11.3 BlackBear has the right at all times to transfer its claims to Tenants under any other law to third parties.
- 11.4 The tenant can switch the Subscription to another Subscription free of charge and BlackBear will arrange by appointment to exchange the Keeper set to a Keeper set that matches the new Subscription.

12. Non-compliance obligations

- 12.1 BlackBear has the right to terminate or cancel the Subscription with immediate or partial effect by means of a written notice to Tenant, if:
- The tenant is in default with the fulfilment of his obligations under the Subscription;
 - Tenant (provisional) suspension of payment applies for him (provisional) suspension of payment;
 - the bankruptcy of the Tenant is filed, or he is declared bankrupt;
 - Tenant is placed under receivership or is admitted to the debt restructuring scheme natural persons;
 - Tenant uses the Keeper set in violation of the terms and conditions (e.g. the terms of use of Chapter 4);
 - the tenant is seized on the Keeper set or other property of the Tenant and this adversely affects the fulfilment of his obligations under the Subscription;
 - Tenant in BlackBear's opinion is taking advantage of the service provided by BlackBear;
 - Tenant intentionally provides incorrect information to BlackBear, or
 - Tenant should no longer be able to comply with the obligations of the Subscription.
 - The tenant has the right to terminate the Subscription immediately if BlackBear has repeatedly and/or seriously failed to fulfil its obligations as described in the Terms and Conditions.

13. Privacy

- 13.1 BlackBear considers it important to protect your personal data properly. How BlackBear does this is described in the Privacy Statement. This can be consulted at www.BlackBeargoaly.comnl/privacy. For questions or comments on this, please contact info@BlackBeargoaly.com

14. Applicable Law. Disputes

- 14.1 These English terms and conditions are a translation of the original Dutch text. In case of disputes, the original Dutch text prevails
- 14.2 The Subscription and the Terms and Conditions apply only to Dutch law.
- 14.3 All disputes arising from or related to the Subscription will only be referred to the competent court in Breda, Netherlands.