

UBEEQO CAR SHARING SUBSCRIPTION AND RENTAL TERMS

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1. Preamble:

Ubeeqo, offers a car sharing service via the Ubeeqo Website, offering You self-service reservation of car sharing Vehicles (hereinafter “**Ubeeqo Car Sharing**”).

Reservation of car sharing Vehicles is offered to consumers for personal use and companies for professional use.

Vehicles shall be rented directly from Ubeeqo, whether it acts as owner of the Vehicle, sub-renter or in another capacity.

2. Definitions:

In these subscription and rental terms and conditions, the following terms shall have the meaning given to them below.

Subscription

Subscription to the Ubeeqo Car Sharing Service, involving payment of a fixed sum to be paid by You periodically in return for the Ubeeqo Car Sharing Service.

Accessories

All items (some of which are optional) which may be supplied with the Vehicle, including but not limited to mobile GPS, radio, badge reader, spare wheel, Ubeeqo Car Sharing and, where relevant, recharging cable (only for electric Vehicles).

Assistance

The Ubeeqo partner company which provides assistance services to Customers in the event of breakdown or accident.

Badge

Badge compatible with Ubeeqo Car Sharing technology allowing access to the Vehicle at the start of the reservation. This badge may be your company access badge, a badge used for public transport or an individual access badge issued to You if You order it via customer service.

Ubeeqo Car Sharing Box

The terminal in the Vehicle's glove compartment allowing You to (i) contact the customer service department; (ii) terminate the rental by replacing the key in the Ubeeqo Car Sharing Box; or (iii) extend the reservation if the Vehicle is not already reserved by a third party.

Customer, You or Your

A customer of the Ubeeqo Car Sharing Service, being a natural person or legal entity, who has taken out a Subscription for personal or professional use of the Ubeeqo Car Sharing Service.

Authorised Driver

You or any other person, including any employee or member of Yours, driving a Vehicle which You have rented, in your name, on your account and under your responsibility and authorised by Ubeeqo and by You. The

Customer guarantees compliance with these Subscription and Rental Terms by all Authorised Drivers it registers.

Subscription and Rental Terms

These Subscription and Rental Terms and Conditions.

General Terms of Use

The General Terms of Use of the Ubeeqo Website which can be consulted at the [Ubeeqo home page](#).

Subscription Activation Date

The date the Subscription starts.

Excess

The maximum amount which You will be charged, subject to compliance with the Subscription and Rental Terms and in the absence of any serious violation by the Authorised Driver of applicable laws, in respect of any damages which occur during rental of the Vehicle. This amount is stipulated during the reservation process.

Vehicle Documents

All documents present in the Vehicle: the vehicle registration certificate or its copy, the insurance certificate or its copy, the accident report form, the fuel card, the manufacturer handbook, the Ubeeqo Car Sharing Service user guide, the last known condition report and any map present in the Vehicle for entering or leaving the parking area.

Departure Car Park

The parking area reserved for the Vehicle at the start of the rental.

Return Car Park

The parking area reserved for the Vehicle at the end of the rental, when different from the Departure Car Park.

UBEEQO CAR SHARING Service

The car sharing Vehicle rental service provided by Ubeeqo and subject to these Subscription and Rental Terms.

Ubeeqo Website

The website <https://www.ubeeqo.com/en>, the website www.mobilities.com and all its sub-domains, where applicable, the Ubeeqo mobile app.

Vehicle

A car sharing vehicle provided for rent by Ubeeqo details of the category of which will be provided when place an order to rent a Vehicle.

3. Object – Application scope:

These Subscription and Rental Terms apply to any Customer of the Ubeeqo Car Sharing Service renting a Vehicle from Ubeeqo.

The Subscription and Rental Terms apply in addition to the General Terms of Use governing use of the Ubeeqo Website and which can be consulted at the [Ubeeqo home page](#). In the event of contradiction, the parties agree that these Subscription and Rental Terms shall prevail.

Since the Subscription and Rental Terms are subject to change at any time, those applicable to your Subscription are those in force on the date You subscribe via the Ubeeqo Website.

In the event that Ubeeqo wishes to modify the Subscription and Rental Terms during the Subscription, You shall be informed in writing fourteen (14) days before the modification comes into effect and You shall have the right to terminate your Subscription within four (4) months of the date the modification comes into force.

If You exercise your right to terminate your Subscription in this respect, You will be reimbursed for the unused Subscription period on a pro rata basis by transfer to the bank card registered to your account. Termination shall take effect on the date Ubeeqo receives the termination letter.

The Subscription and Rental Terms are accessible in the "Offer" section of the Ubeeqo Website. You are invited to read them, print them out and retain a copy for your records.

By subscribing for the Ubeeqo Car Sharing Services, You acknowledge and agree that You fully and unreservedly accept the Subscription and Rental Terms.

4. **Subscription**

4.1 **Subscription conditions**

If You are a natural person, You may take out a Subscription provided You meet the following conditions:

- (i) You must have opened an Ubeeqo account in accordance with the provisions of the General Terms of Use;
- (ii) You have successfully completed the procedure set out in article 4.2 below;
- (iii) You are up to date with all payments due to Ubeeqo under any previous contract;
- (iv) You provide all documents requested by Ubeeqo: copy of your and Authorised Drivers' driving licence, copy of your and their passport/identity card and any other document requested at the time of Subscription.
- (v) You hold a Visa or MasterCard debit or credit card registered in Your name.

If You are a natural person, You shall pay all sums due in respect of use of Vehicles by the Authorised Drivers who You have registered, with the exception of sums due in violation of traffic laws which shall be payable by the Authorised Driver (see article 6.4 below).

If You are a legal entity and You want your Authorised Drivers to be able to use the Ubeeqo Car Sharing Service for work purposes:

- (i) You have first concluded a separate contract with Ubeeqo;
- (ii) You must have opened an Ubeeqo account as well as a sub-account for each employee/member of Yours whom You appoint as an Authorised Driver, in accordance with the General Terms of Use;
- (iii) Each person that you designate to be an Authorised Driver, must acknowledge and accept the terms of these Subscription and Rental Terms;

- (iv) You must be up to date with all payments due to Ubeeqo under any previous contract;
- (v) You and each Authorised Driver must provide all documents requested by Ubeeqo: copies of Authorised Drivers' driving licences, copy of their passports/identity cards and any other document requested by Ubeeqo at any time;
- (vi) You must have communicated the details of a debit or credit card or bank account in your name.

If You are a legal entity, You shall pay all sums due in respect of use of Vehicles by the Authorised Drivers who You have registered, with the exception of sums due in violation of traffic laws which shall be payable by the Authorised Driver (see article 6.4 below).

4.2 Procedure for subscribing to the Ubeeqo Car Sharing Service as a natural person

(i) **Identification**

You must identify yourself by entering your email address and password. If You have not yet created your Ubeeqo account, You must do so in accordance with the General Terms of Use.

If you live in the UK before we will let you drive a Vehicle for the first time, in addition to photographic ID we need to verify your identity and home address. We do this by using an "Equifax eIDVerifier" checking system. Depending on the results of the check we may need you to provide paper-based proof of identity (such as a utility bill or bank statement that shows your home address) that is less than 3 months old on the date you pick the Vehicle up.

If you live outside the UK before we will let you drive a Vehicle for the first time, in addition to photographic ID we require proof of your home address (such as a utility bill or bank statement) and contact details within the UK.

(ii) **Choice of Subscription and payment**

If You wish to subscribe, then simply select your choice of Subscription from the various options presented the first time You reserve the Ubeeqo Car Sharing Service.

The price and available payment methods will be displayed before You are directed to the payment page hosted by a third party provider, Adyen.

(iii) **Confirmation email**

You will receive confirmation by email, including all your Subscription details.

Ubeeqo reserves the right to refuse the Subscription in the event of You providing inaccurate data or information or breach of any of your obligations set out in these Subscription and Rental Terms or General Terms and Conditions and, more generally, to refuse any Subscription which Ubeeqo believes to be unusual or dishonest.

Your Subscription and confirmation email constitute the contract concluded between You and Ubeeqo. You are therefore invited to check that You have received it and to contact the customer service department in the event of any difficulty due to a technical incident (see article 19 below).

4.3 Your cancellation right

If You are a natural person, You benefit from a cancellation right of fourteen (14) from the date of Subscription to exercise your cancellation right and notify Ubeeqo of your intention by completing and submitting the cancellation form (see **Appendix 1** below) or any other unambiguous cancellation declaration.

When this fourteen (14) day period expires on a Saturday, Sunday or public holiday or non-working day, it will be extended until the next working day.

In the event that You decide to cancel, and provided You have not rented a Vehicle, we will reimburse all sums You have already paid, within a reasonable period and in any case within fourteen (14) days from the date Ubeeqo is informed of your decision to cancel. Ubeeqo shall make the reimbursement to the same means of payment You used, unless You explicitly agree to a different method. In any case, this reimbursement shall not result in any charges for You.

In the event that You have asked to rent a Vehicle during the above-mentioned cancellation period and You wish to exercise your cancellation right during said period, the rental amount shall be non-refundable by Ubeeqo and an amount shall be retained corresponding to the service provided in respect of the Subscription up until the moment when You informed us of your cancellation.

If You are a legal entity, You do not benefit from a cancellation right; this is reserved for consumers.

5. Renting a Vehicle

5.1 Vehicle rental conditions

The Authorised Driver of the rented Vehicle must meet the following conditions:

- (i) be a natural person aged at least 21 years old with full legal capacity;
- (ii) for citizens of the European Economic Area or Switzerland, have held a valid national driving licence for at least twenty-four (24) months giving entitlement to drive the Vehicle; and for nationals of other countries, hold a valid national driving licence with photograph and a valid international driving licence giving entitlement to drive the Vehicle;
- (iii) have no more than six (6) points on the driving licence, in the case of a valid United Kingdom driving licence;
- (iv) not have been found guilty of driving under the influence of alcohol or drugs within the previous five (5) years;
- (v) not to have any unspent major endorsements;
- (vi) not have had more than two (2) at-fault accidents during the previous three (3) years.

You guarantee compliance with the above-mentioned conditions by all Authorised Drivers (yourself if You are a natural person) reserving a Vehicle under your Subscription. You also undertake to ask all Authorised Drivers to read and abide by these Subscription and Rental Terms.

If, during the term of the Subscription, the conditions set out above are no longer met, You undertake to inform Ubeeqo as soon as possible.

If the above-mentioned conditions are not met, the Authorised Driver shall no longer be authorised to use the Ubeeqo Car Sharing Service. If You are the only Authorised Driver, the Subscription shall be automatically terminated under the conditions of article 13 and You shall be reimbursed for the unused term of the Subscription on a pro rata basis.

5.2 Vehicle rental procedure

If You are a natural person, You must identify yourself by logging in to your Ubeeqo account on the Ubeeqo Website. If You are a legal entity, your Authorised Drivers must identify themselves by logging in to their Ubeeqo sub-account on the Ubeeqo Website.

To rent a Vehicle, You or the Authorised Driver must first reserve the selected category on the Ubeeqo Website by following the procedure set out below.

To be valid, the Vehicle reservation must specify:

- (i) The dates and times of collection and return of the Vehicle;
- (ii) The Departure Car Park and, where relevant, the Return Car Park when You are offered a one-way journey;
- (iii) The selected category of Vehicle, subject to availability;
- (iv) The selected mileage package, where relevant.

After confirmation of payment for the reservation, You and the Authorised Driver, where relevant, will receive an email confirming the reservation and including all details (particularly information relating to the category of Vehicle reserved).

This information will be sent again by SMS before the start of the rental to the mobile telephone of the Authorised Driver.

When collecting the Vehicle, the Authorised Driver will be asked to confirm that he/she holds a valid driving licence.

Ubeeqo reserves the right to refuse a Vehicle reservation in the event of breach of any of your obligations and, more generally, to refuse any reservation which Ubeeqo believes to be unusual, risky or dishonest.

Each Authorised Driver may only reserve a single Vehicle within the same time slot.

5.3 Changes to or cancellation of Vehicle rental

5.3.1 By the Authorised Driver

You do not benefit from a cancellation right by law.

However, if You or the Authorised Driver, where relevant, wish to amend the reservation of a Vehicle, it may be amended before the return time for the Vehicle by clicking the reservation's "Modify" button on the Ubeeqo Website or by using the Ubeeqo Car Sharing Box service. The price conditions for amendments are set out on the relevant section of the Fees and Costs Page.

In the absence of any amendments under the conditions set out above or if the Authorised Driver does not return the Vehicle to the agreed location (Departure Car Park or Return Car Park) and/or at the time agreed, You shall be considered to have returned the Vehicle late and shall be liable for the penalties set out on the relevant section of the Fees and Costs Page.

If You or the Authorised Driver, where relevant, wish(es) to cancel the rental of a Vehicle, it may be cancelled before the start of use of the Vehicle by clicking the reservation's "Cancel" button. The price conditions for cancelling the rental are set out on the relevant section of the Fees and Costs Page.

5.3.2 By Ubeeqo

If, after confirmation of your reservation, the reserved Vehicle is not available, You will be offered:

- (i) a similar or higher category of Vehicle, at no extra charge; or
- (ii) a lower category of Vehicle in which case You will be offered a discount on your rental.

If no Vehicle is available within one hour following the agreed departure time, You shall be reimbursed for your rental.

6. Using a Vehicle

6.1 Access to the Vehicle

Once the reservation is validated and confirmed by Ubeeqo, the Authorised Driver may, on the agreed date and time and in the Departure Car Park, open the Vehicle:

- (i) Either by presenting a Badge to the Vehicle's badge reader; or
- (ii) By clicking, via the mobile version of the Ubeeqo Website or using its mobile app, the icon "Activate my reservation"; or
- (iii) By following the instructions of the interactive voice server, which can be contacted on the number stipulated in article 19.

After following the instructions of the Ubeeqo Car Sharing Box, the Authorised Driver may then start the Vehicle using the contact key attached to the Ubeeqo Car Sharing Box.

6.2 Condition report on collection of the Vehicle

A condition report deemed to be up to date shall be provided in the Vehicle in paper or electronic format.

On collection of the Vehicle, the Authorised Driver must carry out a visual inspection of the Vehicle and check that:

- (i) the Vehicle contains all the Vehicle Documents and Accessories listed in the condition report;
- (ii) the Vehicle is in a normal state of cleanliness;
- (iii) the Vehicle contains at least a quarter of a tank of fuel, if it is a petrol/diesel Vehicle;
- (iv) the condition of the Vehicle corresponds to that indicated in the condition report.

In the event that a fault or damage is visible, the Authorised Driver should contact the customer service department before using the Vehicle (article 19 below).

In the absence of any reservations, the Authorised Driver shall be deemed to have accepted the Vehicle in the condition indicated in the condition report provided and You shall be liable for all discrepancies recorded compared with the condition report, unless the Authorised Driver can prove that he/she is not responsible.

6.3 Using the Vehicle

6.3.1 Upkeep of the Vehicle

During rental of the Vehicle, You or the Authorised Driver, where relevant, undertake that the Vehicle shall be used responsibly and that You shall take all necessary and reasonable measures to maintain the Vehicle in good working order.

The Authorised Driver may carry out the following verifications: levels of oil, lubricant, engine coolant or other fluids and tyre pressure.

Nevertheless, any other intervention (including topping up levels and jump-starting the Vehicle) is prohibited without Ubeeqo prior agreement.

Ongoing Vehicle maintenance is carried out by Ubeeqo or its subcontractors outside Vehicle rental periods.

In the event that a problem occurs preventing continued normal use of the Vehicle (including noise, strange driving sounds, flashing lights on the dashboard), You undertake to inform Ubeeqo immediately by contacting the customer service department (see article 19 below) in order to jointly agree the conditions for continuing the rental, where relevant.

You or the Authorised Driver, where relevant, undertake to take care of the Vehicle, ensure it is locked, secure and parked in a safe location when You are not using it.

It is strictly forbidden:

- (i) to smoke in the Vehicle;
- (ii) to transport animals;
- (iii) to leave the Vehicle unusually dirty (rubbish left in the Vehicle, marks on seats, mud, excrement, sap, etc. on bodywork);
- (iv) to affix any advertising to the Vehicle, without Ubeeqo's prior written agreement;
- (v) to drive outside of the United Kingdom, without Ubeeqo's prior written agreement.

In the event of non-compliance with these provisions, You will be charged a penalty, as detailed on the relevant section of the Fees and Costs Page.

6.3.2 Use of the Vehicle in accordance with its intended purpose

Similarly, the Vehicle must be used in accordance with its intended purpose and may specifically not be used:

- (i) overloaded (e.g. to carry more than the authorised number of passengers or a load exceeding the Vehicle's maximum payload);
- (ii) to tow or push any other vehicle or trailer;
- (iii) to transport hazardous flammable or explosive goods or goods which may damage the Vehicle;
- (iv) off the highway or suitable surfaces;
- (v) to transport goods or passengers in return for money;
- (vi) for any public transport of passengers;
- (vii) to give driving lessons;
- (viii) to participate in a vehicle race or rally or any other sporting use;
- (ix) for any sub-rental, in return for money or free of charge;
- (x) for any unlawful purposes.

Any risky, imprudent or careless use of the Vehicle is prohibited.

Furthermore, the Vehicle may only be used by an Authorised Driver. You undertake not to allow a third party to drive the Vehicle, even if said third party is also a Customer. You are reminded that You are entirely liable for use of the Vehicle and that You guarantee the Authorised Driver's compliance with these Subscription and Rental Terms.

The Authorised Driver undertakes not to drive in a state of excessive fatigue or under the influence

of alcohol or drugs or medication affecting concentration or any other legal or illegal substance altering his/her faculties to the point of being unable to control the Vehicle.

Similarly, if children are present in the Vehicle, You undertake to provide boosters, child seats and any other protection for children and to install them in accordance with the manufacturer's instructions.

In the event of failure to comply with these instructions, You shall be liable for the harmful consequences, forfeit insurance cover and be required to compensate Ubeeqo for all damages and/or expenses incurred by Ubeeqo in the country in which the Vehicle is being driven.

6.4 Compliance with traffic laws

During rental of the Vehicle, the Authorised Driver must comply with traffic laws and all regulations applicable in that respect.

In this context, the Authorised Driver is liable for all violations committed and is obliged to pay all sums due in respect of a violation of applicable regulations.

In the event that the Vehicle is clamped or impounded during the reservation period, You undertake to inform Ubeeqo immediately by contacting the customer service department (see article 19 below).

In the event that Ubeeqo is notified of a penalty notice for violation of traffic laws committed by the Authorised Driver during the reservation period, Ubeeqo shall notify the competent authorities of the identity and contact details of the Authorised Driver as soon as possible.

Ubeeqo shall charge You a fixed fee, the amount of which is stipulated in the Fees and Costs page, in respect of administration costs for processing the penalty notice. In the event that Ubeeqo is required to settle a fine, You undertake to promptly reimburse all sums paid.

6.5 Range of the Vehicle

6.5.1 Petrol/diesel vehicles

(i) Obligation to refuel the Vehicle

In the event that the quantity of fuel in the Vehicle is insufficient, the Authorised Driver must fill it up using the fuel card present in the Vehicle, in one of the service stations belonging to the partner distribution network.

If the Authorised Driver refuels the vehicle using his/her own means of payment, Ubeeqo shall promptly reimburse You for the sums paid on presentation of supporting documents which should be sent to Ubeeqo by recorded delivery. In this case, an amount stipulated in the Fees and Costs page shall be deducted from the sums due, unless permission to refuel in a service station not part of the partner distribution network has been given in advance by Ubeeqo or if the fuel card is not present in the Vehicle.

If the fuel card present in the Vehicle allows expenses other than fuel to be incurred in the partner distribution network's service stations, You shall be re-invoiced for these expenses in full. Ubeeqo shall also charge You a fixed fee, the amount of which is stipulated in the Fees and Costs page, in respect of administration costs incurred.

(ii) Refuelling the Vehicle with an inappropriate fuel

If the Authorised Driver refuels the Vehicle with an inappropriate fuel, You shall be charged a fixed fee, the amount of which is stipulated in the Fees and Costs page.

(iii) Running out of fuel

If the Vehicle runs out of fuel during the reservation period, You or the Authorised Driver, where relevant, undertake to inform the customer service department immediately (see article 19 below) and You shall be charged a fixed fee, the amount of which is stipulated in the Fees and Costs page.

6.5.2 Electric Vehicles

In the event that the Vehicle is an electric Vehicle, the Authorised Driver has the option of charging the Vehicle, during the reservation and when parked, using the recharging cable provided in the Vehicle.

In the event the Vehicle's battery runs completely flat during the rental, the Authorised Driver undertakes to inform the customer service department immediately (see article 19 below). You shall be liable for any damage caused to the Vehicle recharging system, unless the recharging cable was not in Vehicle or was not functioning correctly.

You will be charged for all repairs resulting from this type of breakdown.

Similarly, if the Authorised Driver loses the recharging cable during the reservation, You will be charged a penalty, as stipulated in the Fees and Costs page.

7. Returning the Vehicle

The Authorised Driver must return the Vehicle on the date, at the time and in the Departure Car Park or Return Car Park indicated at the time of reservation.

The rental shall end when the Authorised Driver has:

- (i) returned the Vehicle to the Departure Car Park or the Return Car Park;
- (ii) returned the keys to the Vehicle's Ubeeqo Car Sharing Box;
- (iii) passed the Badge over the Vehicle's badge reader, or clicked the "end my reservation" on the Ubeeqo Website, or followed the instructions of the interactive voice server, which can be contacted on the number stipulated in article 19;

In the event that the Authorised Driver encounters difficulties ending the rental and closing the Vehicle according to the process indicated above, the Authorised Driver must lock the vehicle using the key and contact the customer service department immediately (see article 19 below).

When returning the Vehicle, the Authorised Driver must take time to inspect the Vehicle and notify the customer service department of any faults or damage visible (see article 19 below).

If any discrepancies exist between the state of cleanliness of the Vehicle on collection and return of the Vehicle, You shall be charged a fixed fee, the amount of which is stipulated in the Fees and Costs page. However, if these discrepancies are due to an accident, even minor, or other event requiring repair of the Vehicle and for which You are insured, You shall be liable for the cost of the repair, up to the amount of any Excess.

In the case of a petrol/diesel Vehicle, the Vehicle must be returned with at least a quarter of a tank of fuel. Otherwise You shall be charged a fixed fee, the amount of which is stipulated in the Fees and Costs page.

In the case of an electric Vehicle, the Vehicle must be connected to the recharging point provided in the reserved parking space. Otherwise You shall be charged a fixed fee, the amount of which is stipulated in **Appendix 1**.

If the Authorised Driver fails to close the windows or doors, switch off the Vehicle's headlights and internal lights or apply the handbrake, You shall be held liable for any damage or theft resulting from this negligence.

In the event of loss of the Badge or key, You or the Authorised Driver, where relevant, undertake to inform the customer service department immediately (see article 19 below) and You shall be charged a fixed fee, the amount of which is stipulated in the Fees and Costs page.

If, on return of the Vehicle, it appears that the Authorised Driver has exceeded the mileage or rental period chosen at the time of reservation, You shall be charged for all additional miles and hours. In the event of late return of the Vehicle, You shall be charged a fixed fee, the amount of which is stipulated in the Fees and Costs page, and if the loss suffered by Ubeeqo is greater due to the compensation payable to the next Customer, You must compensate Ubeeqo for the entire loss suffered.

8. Insuring the Vehicle

8.1 Mandatory Third Party Liability Insurance Provisions

Ubeeqo is mandated by the laws of all of the countries in which we operate our vehicle rental services to insure our Vehicles against liability for the claims or actions of third parties. We have purchased the best third party liability insurance from the foremost insurers in the business and it is automatically included as part of our vehicle rental services. You will therefore, as a matter of course, be covered up to the level legally required by the country in which you are renting the Vehicle for the consequences others may suffer as a direct result of your actions whilst you are driving the Vehicle.

8.1.1 What am I covered for?

As provided by law You will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when You are using the Vehicle:

- bodily injury or death suffered by third parties; and
- property damage sustained by third parties and losses and costs arising as a consequence of the damage.

8.1.2 What is excluded from the cover?

Third Party Liability insurance does not cover:

- bodily injury or death that You (the driver at the time of the collision) may suffer; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

8.1.3 What is the amount of my financial exposure for third party liability?

Provided You have not committed a breach of any applicable laws (including any relevant road traffic regulations) then You will be covered for the financial cost of any third party liability arising as the result of a collision that You may cause whilst You are driving the Vehicle up to the level legally required by the country in which You are renting the Vehicle.

However, if You didn't comply with those laws and/or regulations then, whilst our insurer will still fulfil its obligations to third parties under the third party liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that third party as a result of the incident.

8.1.4 How to notify us?

In circumstances involving third parties it is important that You do your utmost to properly complete and sign an Accident Report form which gives us all relevant details of both the incident and of the third party. This will allow us to defend our case against the third party (if You are responsible for the incident) or to recover costs from the third party (if the third party is responsible for the incident). The Accident Report form should be transmitted to us within five (5) working days of the incident or as soon as You reasonably can in the circumstances.

8.2 Collision damage protection

Collision damage protection limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If You comply with the applicable laws and these Subscription and Rental Terms, then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. A higher Excess applies for young drivers under the age of twenty-five. You can reduce the Excess amount by purchasing our additional collision damage protection product on top of the standard collision damage protection during the booking process.

This protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by You or by any passenger.

(i) What does this protect me against?

This product protects You from liability for any amount greater than the Excess amount for the following combined costs related to:

- the cost of damage to or repair of the Vehicle or its book value if it is not repairable and must be written off; and
- our loss of use in the Vehicle whilst it is being repaired and / or written off; and in circumstances where:
 - You collide with a fixed or moving object; or
 - the Vehicle is subject to an act of vandalism while you are driving or using it; or
 - any glass (including sunroofs or panoramic roofs) or lights or reflectors are damaged or broken or tyres are damaged or punctured during a collision
 - Natural Catastrophes: You will be covered for the consequences of event qualifying as natural catastrophes as defined under English law. An excess, which is determined by Decree, will still be payable by the renter.

(ii) What is excluded from the protection?

- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:
 - by the wilful acts of the driver; or
 - by an explosion or fire in (or to) the Vehicle because You are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any third party within a reasonable distance of the Vehicle); or
 - by its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended.
 - by your negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example but not limited to a fire caused by the use or disposal of cigarettes or cigars);
 - because the keys are lost or stolen
- Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the rental period

(iii) What must I do to benefit from the protection?

You must:

- comply with Subscription and Rental Terms and all applicable law and local traffic regulation when you are driving the Vehicle;
- notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete accident report and/or any other document which You believe will be useful in support of it.

(iv) What is the amount of my financial exposure?

We will calculate the average cost of light damage from the standard table matrix. If the damage is not listed in the table matrix (because it does not fit in with what is considered to be 'light damage' or it is not feasible to calculate the average price) then an independent expert will evaluate the damage cost which may be as much as the full Book value.

However, provided You have complied with the Subscription and Rental Terms and the applicable law and road traffic regulations then the maximum you will have to pay us is the Excess amount.

9. Term of the Subscription

You have the option of several different terms. The term shall vary depending on the Subscription selected and shall be subject to tacit renewal, where relevant.

For more information, see [Ubeeqo Car Sharing home page](#)

10. Cost of the Ubeeqo Car Sharing Service

By taking out a Subscription and using the Ubeeqo Car Sharing Service, You undertake to pay the sums indicated below and each as further detailed on the relevant section of the Fees and Costs page.

- (i) the amount corresponding to the selected Subscription;
- (ii) costs linked to use of the UBE Ubeeqo Car Sharing Service (rental fees corresponding to the duration of the reservation and mileage travelled, calculated according to the rates and prices applicable on the date of use of the Vehicle);
- (iii) any ancillary costs linked to use of the Vehicle (e.g. parking tickets, tolls);
- (iv) any penalties;
- (v) any costs for replacement, repair or immobilisation of the Vehicle in the event of damage or theft;
- (vi) any security deposit under the conditions stipulated in article 12 below;
- (vii) any costs incurred by Ubeeqo to recover sums owed to it.
- (viii) the cost of any Badge, if it is an individual badge, to access the Vehicle.

Fines linked to violations of traffic laws must be paid directly to the authorities by the Authorised Driver. If Ubeeqo is required to settle a fine, You undertake to promptly reimburse it.

11. Payment

11.1 Payment of the Subscription

Payment of the Subscription is carried out in one or more instalments depending on the type of Subscription selected.

For more information, see [Ubeeqo Car Sharing home page](#).

Payment will be debited directly from your bank card or bank account, in the case of direct debit.

11.2 Payment of the rental

If you are a natural person: the sums due in respect of use of the Vehicle shall be paid at the time of its reservation by debiting the bank card registered to your Ubeeqo account if You are a natural person.

If you are a legal entity: payment will be subject to the terms of a separate agreement between us.

11.3 Miscellaneous

If You owe any amount at the end of the rental of a Vehicle, the sums due shall be charged to the bank card registered to your Ubeeqo account if You are a natural person.

Any additional sums due in respect of penalties and costs incurred by Ubeeqo shall be paid separately.

11.4 Invoicing

Ubeeqo shall issue a summary invoice each month setting out the various rentals during the past month.

You undertake to inform Ubeeqo as soon as possible of any change to your bank details. In the event that your bank card expires, You undertake to contact the customer service department at least fifteen (15) days before expiry of your card to notify the necessary information (see article 19 below).

In the event of non-compliance with this obligation, Ubeeqo reserves the right to suspend access to the Ubeeqo Car Sharing Service until the situation has been resolved. No reduction in the amount of the Subscription shall be due in this respect.

If You are a legal entity, any late payment of an invoice shall allow Ubeeqo to charge a late fee of 4% above the base rate of the Bank of England from time to time which shall be calculated on a daily basis from the due date until the date paid.

12. Security deposit

For each reservation of a Vehicle, You undertake to give Ubeeqo a security deposit in the form of a pre-authorisation hold on your bank card. If your bank card does not allow pre-authorisation or if You are a legal entity, the security deposit shall take the form of a sum of money held by Ubeeqo for the duration of the Subscription. The maximum amount of the security deposit (determined based on several criteria, particularly the Subscription selected) corresponds to the insurance Excess, details of this deposit will be provided prior to You booking any car rental and shall be further explained in the confirmation email sent following your reservation of the Vehicle.

At the end of the Subscription, unless the security deposit has been used, for example to settle outstanding balances, late payment penalties, accident penalties and fines, by Ubeeqo, Ubeeqo shall cancel the pre-authorisation or reimburse You for the amount held as a security deposit within a maximum of eight (8) days following the end of the Subscription.

13. Termination of the Subscription

13.1 Termination in case of non-compliance of a contractual obligation

Each of the parties may terminate the Subscription by operation of law, without any legal formalities, in the event of non-compliance by the other party with one of its contractual obligations, after a period of fifteen (15) days following formal notice sent to the defaulting party, if the non-compliance has not been rectified within that time. Both the formal notice and the termination notice must be sent by recorded delivery letter.

13.2 Termination in case of material breach

Each of the parties may terminate the Subscription immediately, by operation of law, without any legal formalities or prior formal notice, by letter with acknowledgment of receipt, in the event that continuation of the contractual relationship becomes impossible.

13.3 Termination for convenience

You may at any time terminate their Subscription by giving to Ubeeqo [10] Business Days' notice. No partial refunds of any fees paid related to the Subscription will be repayable. All fees which could be due to Ubeeqo will be promptly paid. To terminate a Subscription please send a letter with acknowledgment of receipt.

14. Liability

14.1 Ubeeqo's liability shall not be incurred for any inconvenience or damage arising from the use of the Internet, including a break in service, external intrusion, presence of computer viruses, etc.

14.2 **If You are a legal entity** and subject to section 14.3 below, Ubeeqo's liability shall not be incurred for any indirect, economic or immaterial loss such as loss of market, commercial injury, loss of customers, any commercial disruption, loss of profit or loss of brand image, linked to use of the Ubeeqo Car Sharing Service.

14.3 Nothing in these Subscription and Rental Terms shall limit or exclude Ubeeqo's liability for death or personal injury caused by the negligence of either party or their agents, or fraud or fraudulent misrepresentation.

14.4 Subject to sections 14.2 and 14.3 and if You are a legal entity, Ubeeqo's total aggregate liability arising from or in connection with these Subscription and Rental Terms and in relation to anything which Ubeeqo may have done or not done in connection with these Subscription and Rental Terms (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to an amount equal to the aggregate fees paid or payable by You to Ubeeqo under these Subscription and Rental Terms.

15. Personal Data

Ubeeqo collects personal data on Customers who use the Ubeeqo Car Sharing Service and particularly Vehicles' geolocation data. The terms of Ubeeqo's Privacy Policy apply to this collection and use of personal data.

16. General provisions

The fact that either Ubeeqo or You do(es) not exercise or invoke a right or clause contained in these Subscription and Rental Terms shall not be construed as a waiver of said right or clause.

The titles of articles contained in the Subscription and Rental Terms are provided to facilitate reading and have no legal effect.

Any clause in these Subscription and Rental Terms which is declared null and void in application of a law, regulation or definitive ruling by a competent court shall be deemed to be without effect, without invalidating the other contractual stipulations or affecting the validity of the Subscription and

Rental Terms. In this case, insofar as necessary, the parties shall strive in good faith to find a substitute clause in keeping with the spirit of the cancelled clause.

LEASEEUROPE has published a code of conduct for Vehicle rental activities. A copy is available from the following address: www.leaseurope.org

You may not assign these Subscription and Rental Terms without the prior written consent of Ubeeqo. Any assignment or attempted assignment without consent shall be null and void. Ubeeqo shall nevertheless be authorised to assign these Subscription and Rental Terms to any other company belonging to Ubeeqo's group of companies.

These Subscription and Rental Terms, together with the General Terms and Conditions, Privacy Policy and any other agreement entered into between Ubeeqo and Customer, sets forth our entire agreement with respect to the matter set forth herein and supersedes and extinguishes all earlier understandings and agreements between any of the parties and all earlier representations by any party.

No term of these Subscription and Rental Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Terms.

17. Applicable Law and Jurisdiction

You agree that any dispute between You and Ubeeqo regarding these Subscription and Rental Terms will only be dealt with by the English courts provided that, if you are a consumer and not a business user and live in a part of United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will be dealt with by the courts there.

18. Customer Relations

For any information or questions, the Ubeeqo Website has a customer relations department which can be contacted:

- By telephone: 0203 807 0795
- By email: customer@ubeeqo.com
- By post: 2 Angel Square, EC1V 1NY London



Appendix 1 – Standard cancellation form

To the attention of:

I hereby notify you that I intend to exercise my cancellation right with respect to the Subscription taken out on.....

Reference

Name of the Subscriber (You)

Address of the Subscriber (You)

.....

.....

Signature (only if a paper copy of this form is sent)

Date

Send this letter by registered mail