

# CAR SHARING MOBILITY SERVICES, S.L.

## CAR RENTAL SERVICES

## TERMS AND CONDITIONS

Version May 18th, 2020

In compliance with article 10 of Law 34/2002, of July 11, 2002, on information society and electronic commerce services (*Ley 34/2002, de 11 de julio, de Servicios de la Sociedad de la Información y del Comercio Electrónico*), we hereby inform all users of the car rental services that the provider of the services is CAR SHARING MOBILITY SERVICES, S.L., having its registered office in Madrid, at calle Quintanavides, nº 21, Edificio 5, 28050-Madrid-Spain, holding employer identification number B87908513, with phone number: 0034 911501118 and email address: [hola@zitycar.es](mailto:hola@zitycar.es), and registered at Madrid Commercial Registry, in volume 3694, sheet 163, section 8, page M-655525 (the “**CAR LESSOR**”).

Full copy of the present terms and conditions documents as in force at each time is available in the following website address [www.zity.eco](http://www.zity.eco). main page by successively clicking in “Terms and Conditions” (at the bottom of the main page) and “Madrid Terms and Conditions”.

Upon User’s election, the User may enter these Car Lessor Term and Conditions either in Spanish or in English. The CAR LESSOR will keep record of the User having accepted these Car Lessor Terms and Conditions, such copy shall not be directly accessible to the User.

Through the Application, the CAR LESSOR offers the Users access to a rental service by minutes or hours for car sharing vehicles within the service area defined by CAR LESSOR, subject to availability of the vehicles and any associated services during the rental to enhance the User’s experience, in the field of mobility (the “**Car Rental Service**”). The area at any given time where the CAR LESSOR provides the Car Rental Services can be consulted in Application.

To have access to the Application, and therefore to the Car Rental Services rendered by the CAR LESSOR, User shall always have accepted and abide the Platform Terms and Conditions and the Platform Privacy Policy. No Car Rental Service of the Car Lessor can be contracted by a User without previously accepting the Platform Terms and Conditions, and these Car Lessor Terms and Conditions.

User is informed that the Application also gives access to car rental services outside the Service Area of the CAR LESSOR, which are offered and provided by other Adhered Car Lessors different from the CAR LESSOR. **The CAR LESSOR does not provide, nor is a party, nor a guarantor of such car rental services, nor the individual rental agreements entered between the User and other Adhered Car Lessors which are not the Car Lessor.**

By using the Application and the Car Rental Services, the User undertakes to comply with and be bound by these terms and conditions (the “**CAR LESSOR Terms and Conditions**”). Use of the Car Rental Service implies full acceptance of each and every one of the rules and policies published on the Website (except for the specific Car Rental Terms and Conditions of Adhered Car Lessor’s different from the CAR LESSOR), including these Car Lessor Terms and Conditions.

## 1. DEFINITIONS

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- 1.1. **“Access Tool”** means the tool used by the User to gain access to the rented Vehicle, consisting of a physical access card or the Application installed on the User’s compatible mobile device, which will give access to and start up the rented Vehicle, and allow the User to end the ride and lock the Vehicle.
- 1.2. **“Application”** is a smartphone or similar smart mobile device application owned by Platform Provider or, as the case may be, by Platform Provider’s suppliers or licensors, which serves, among other things, as a means to register as Users and accept the Platform Terms and Conditions and acquire Saving Packs and, if applicable to accept any of the Car Rental Terms and Conditions (including but not limited the present Car Lessor Term and Conditions) and access to reserve and rent Vehicles of any Adhered Car Lessor, including but not limited to the CAR LESSOR. For further information on the technical availability and operation of the Application, see the Website.
- 1.3. **“Adhered Car Lessor”**, means each of the companies that have entered into an agreement with the Platform Provider in order to offer its car rental services to Users and to enter into one or more individual rental agreements with the Users by means of using the Application. As an exception the CAR LESSOR shall be deemed an Adhered Car Lessor despite it not having entered into an agreement with the Platform Provider given that both the CAR LESSOR and the Platform Provider are the same legal person.
- 1.4. **“Car Lessor Service Area”** is the Service Area that corresponds to the CAR LESSOR for its Car Rental Service.
- 1.5. **“Car Lessor Terms and Conditions”** means the present terms and conditions, as amended from time to time, which constitute the specific Car Rental Terms and Conditions set forth by the CAR LESSOR.
- 1.6. **“Car Rental Service”** means the Vehicle reservation and rental service without a driver by minutes or hours, for Users, subject to availability of the Vehicles and to the signing by the User of the relevant Individual Rental Agreement, in accordance with the Platform Terms and Conditions and the Car Lessor Terms and Conditions. The term Car Rental Service expressly includes those rentals regarding a Vehicle which is not a car. In this document car rental services offered and/or rendered by other Adhered Car Lessors different from the CAR LESSOR shall be referred as *“car rental services”* in minor letters.
- 1.7. **“Car Rental Terms and Conditions”** means the relevant set of terms and conditions set forth by each Adhered Car Lessor, that will govern the car rental services and supplement the individual rental agreements of the Vehicles of such Adhered Car Lessor.
- 1.8. **“Car Rental Support Service”** means the support service to Users provided over the phone or via remote tools by the CAR LESSOR in connection to the Car Rental Services. In certain circumstances, such as break down,

accident, or depletion of the battery; the Car Lessor may at its discretion offer face-to-face support service to Users.

- 1.9. **“Individual Rental Agreement”** means each of the rental agreements the CAR LESSOR signs with the User every time the User requests to use the Car Rental Service through the Application and which govern that particular Vehicle rental. Except as especially provided otherwise in the relevant Individual Rental Agreements, the Car lessor Terms and Conditions shall apply to any matters not expressly covered by the Individual Rental Agreement. The Individual Rental Agreement will include the special terms and conditions for each Vehicle rental, including, among others, identification of the rented Vehicle and the price per time unit within the Pricing Policy applicable to the Car Rental Service (not including other charges, costs or indemnifications that apply pursuant to the Pricing Policy but depend on the use of the Vehicle to be made by the User of which the CAR LESSOR is not aware at the time of start of the Car Rental). In particular, the Individual Rental Agreement shall be deemed accepted by the User on confirming a Vehicle reservation. In this document individual rental agreements entered by other Adhered Car Lessors different from the CAR LESSOR shall be referred as *“individual rental agreements”* in minor letters.
- 1.10. **“Pack Agreement”** means each of the sale and purchase agreements the Platform Provider signs with the User every time the User requests to acquire one or more vouchers called Saving Packs through the Application and which govern that particular Saving Packs characteristics and redemption. Except as especially provided otherwise in the relevant Pack Agreements, the Platform Terms and Conditions shall apply to any matters not expressly covered by the Pack Agreement. The Pack Agreement will include the special terms and conditions for each Saving Pack, including, among others, price, balance to which it gives right upon redemption, expiration date until which the balance can be used towards payment of car rental services (including but not limited to Car Rental Services) and, provided it is different from the expiration deadline, redemption deadline. In particular, the Pack Agreement shall be deemed accepted by the User on confirming a Saving Pack acquisition.
- 1.11. **“Prohibited Zones”** is the area within one or more municipalities in which it is expressly prohibited to drive in or drive through with the Vehicle. The Prohibited Zones may be viewed, on the Website and on the Application. The prohibition to drive in or drive through these areas is cumulative to any other prohibitions, restrictions or obligations set forth in the Car Lessor Terms and Conditions.
- 1.12. **“Password”** means the password needed to access and use the Car Rental Services for the registered User on the Application.
- 1.13. **“Platform Provider”** means Car Sharing Mobility Services, S.L., a Spanish limited liability company, having its registered office in Madrid, at calle Quintanavides, nº 21, Madrid, holding employer identification number B87908513, with phone number: 0034 91 150 11 18 and email address: [hola@zitycar.es](mailto:hola@zitycar.es), and registered at Madrid Commercial Registry, in volume 3694, sheet 163, section 8, page M-655525

- 1.14. **“Platform Services”** means the provision of the Application by the Platform Provider, the registration, creation of and access to a user account by the User, the geo-location of the available Vehicles and certain information services regarding the Application, the available Adhered Car Lessors and/or the Car Rental Services.
- 1.15. **“Platform Terms and Conditions”** means the set of terms and conditions set forth by the Platform Provider, to be entered into by Platform Provider and each User, that will govern the Platform Services rendered to Users and/or the sale of Saving Packs and any amendments that may be made to it from time to time.
- 1.16. **“Platform Services”** means the provision of the Application by the Platform Provider, the registration, creation of and access to a user account by the User, the geo-localization of the available Vehicles and certain information services regarding the Application, the available Adhered Car Lessors and/or the Car Rental Services.
- 1.17. **“Platform Support Service”** means the support service to Users provided over the phone or via remote tools by the Platform Provider in connection to the Platform Services.
- 1.18. **“Pricing Policy”** means the CAR LESSOR’s pricing and rate policy for use of the service and which will be applicable from time to time to each Individual Rental Agreement signed by the User. In particular, the Pricing Policy in force from time to time shall be deemed accepted on confirming a Vehicle reservation.
- 1.19. **“Privacy Policy”** means the privacy policy of the CAR LESSOR applicable to Users in connection to any data collected as provider of the Car Rental Services, or when entering into, performing and/or managing any incidence in connection with the Individual Rental Agreements, the sale of Saving Packs, or when entering into, performing and/or managing any incidences in connection with the Pack Agreements, as it may change from time to time. A copy of the Privacy Policy in force at a given moment may be consulted by clicking [here](#).
- 1.20. **“Saving Packs”** refers to the electronic vouchers or packs sold by the Platform Provider, for a given a price and that once acquired, will provide the User with an alphanumeric code representing a given balance in Euros recognized for that User’s account. The balance so recognized will be applicable towards the price of Car Rental Service and/or the car rental services of any Adhered Car Lessor and shall have an expiration date after which it shall not longer be usable. The price of the Individual Rental Agreement and/or the individual rental agreements of any Adhered Car Lessor shall be charged by default to the outstanding balance corresponding to a single Saving Pack, until such balance is completely exhausted. The amount in money of the balance allocated to each alphanumeric code might be above the price paid for its correspondent voucher.
- 1.21. **“Service Area”** is the area within one or more municipalities in the limits of which the car rental services may start and end. The Service Areas in the municipalities where the relevant Adhered Car Lessor operates may be viewed, with their current characteristics, on the Website and on the Application. Within the Service Area the User may only end the rental if the Vehicle is parked in accordance with those relevant Car Rental Terms and

Conditions and the Individual rental agreement (including the Individual Rental Agreements with the CAR LESSOR) concerned.

- 1.22. **“User”** is any individual who uses the Application, the Platform Service or the Car Rental Service, in accordance with these terms and conditions.
- 1.23. **“Vehicles”** means the fleet of ground vehicles of each of the Adhered Car Lessors, included but not limited to the CAR LESSOR, has from time to time and are available to be rented by Users by signing the relevant individual rental agreement.
- 1.24. **“Website”** means the CAR LESSOR website available at [www.zity.eco](http://www.zity.eco).

## 2. PURPOSE

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- 2.1. The purpose of these Terms and Conditions is to provide the rules on the use of the Car Rental Service and the reservation process to be able to use the Application for signing the relevant Individual Rental Agreements.
- 2.2. Use of the Application and/or the Platform Service, and thus prior acceptance by the User of the Platform Terms and Conditions and the Platform’s privacy policy, is required for accessing to the Car Rental Services. Use of the Application implies full acceptance of each and every one of the rules and policies published by the Platform Provider, including the Platform Terms and Conditions and its privacy policy
- 2.3. Use or reservation of the Car Rental Services from the CAR LESSOR implies full acceptance of each and every one of the rules and policies published by the CAR LESSOR, including:
  - i. the Car Lessor Terms and Conditions
  - ii. the Privacy Policy
  - iii. the relevant Individual Rental Agreements on the Vehicles and;
  - iv. the Pricing Policy.

In particular, the Car Lessor Terms and Conditions govern the Car Rental Service; the reservation process, and except as otherwise provided in the Individual Rental Agreement concerned, use and termination of use of the Vehicles.

- 2.4. The CAR LESSOR expressly reserves the right to add amendments to the Car Lessor Terms and Conditions and the Pricing Policy as it deems fit. Any amendments that are made will be notified to the User in an email and published on the website and Application. Changes will be deemed approved if the User does not object to them within thirty (30) natural days from notification of the change concerned, a fact the CAR LESSOR will

specifically mention when notifying the changes. The CAR LESSOR may also request the User's express acceptance of the Terms and Conditions and/or of the Pricing Policy to be able to continue using the Service. If the User objects to any of the amendments, the User shall stop using the Service and these Car Lessor Terms and Conditions shall be terminated.

### 3. USER REGISTRATION

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- 3.1. Use of the Car Rental Service is conditional on the prior registration of the User on the Application or the Website (the latter subject to availability) and on the delivery of the relevant documents to the Platform Provider, together with acceptance of:
  - i. the Platform Terms and Conditions
  - ii. the privacy policy of the Platform
  - iii. the Car Lessor Terms and Conditions
  - iv. the Privacy Policy; and
  - v. the Individual Rental Agreement.
  
- 3.2. Registration conditions and requisites are governed by the Platform Terms and Conditions.

### 4. VEHICLE RENTAL PROCESS

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- 4.1. To be able to rent and use a Vehicle under Car Rental Service, the User must:
  - i. have first registered as User in the Application;
  - ii. have furnished to the Platform Provider copies of any document requested by the Platform during the registration process, which might include but are not limited to the User's identity document or driving license or equivalent official document and a picture of the User, and to keep those documentation updated;
  - iii. have chosen a payment method accepted by the Platform Provider on the Car Rental Service and have entered the relevant details;
  - iv. details of payment method stated in item (iii) above having been validated by the Platform Provider;
  - v. have downloaded the Application and kept it installed on his or her mobile device compatible with the Application;
  - vi. request rental of a Vehicle on the Application, by signing the relevant Individual Rental Agreement, and accepting the Pricing Policy in force at that time;
  - vii. carry the valid and in force driving license on his or her person throughout the valid term of the Vehicle rental, and
  - viii. have a valid and activated Access Tool.
  
- 4.2. Only fully registered (including validation of the registration by the Platform Provider) Users may rent Vehicles and sign the relevant Individual Rental Agreement. Only Vehicles identified as available when the User intends to rent them may be rented.

- 4.3. A Vehicle may be reserved for the maximum amount of time specified on the Application for the price set forth in the Pricing Policy in force at that time. The CAR LESSOR may refuse a reservation if the selected Vehicle is not available to meet the reservation request for any reason. A Vehicle reservation will be considered confirmed where the CAR LESSOR so notifies the User on the Application.
- 4.4. The rental period for a Vehicle will be shown on the Application throughout the ride, in addition to the rates per time unit for the different formats (rates applicable to reservation, if any, driving and stand by ). An itemized summary of the total cost and length of the rental will be sent by email within the 48 hours after the User ends the relevant Individual Rental Agreement.

## 5. ACCESS AND USE OF THE VEHICLES IN CAR RENTAL

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- 5.1. To use the rented Vehicle Under the Car Rental Service, the User undertakes and agrees to:
  - i. Before starting to drive, examine the condition of the Vehicle to check for defects, visible damage or a serious state of uncleanliness, and inform the CAR LESSOR of this on the Application or on the established means of communication. In the event of severe damage or uncleanliness, the User shall contact the CAR LESSOR on the Application or on the established means of communication to notify of the nature and severity of the defect, damage and/or uncleanliness. The User shall provide the relevant information in a true and complete manner. The CAR LESSOR shall prohibit use of the Vehicle if there might be a risk to driving safety.
  - ii. Ensure that the Vehicle is in a condition that ensures operating and road safety;
  - iii. Fulfill all the statutory requirements in relation to the running and use of the Vehicle, in particular the Law on Traffic, Circulation of Motor Vehicles and Road Safety (*Ley sobre Tráfico, Circulación de Vehículos a Motor y Seguridad Vial*), the General Traffic Regulations (*Reglamento General de Circulación*) and any other applicable regulation, whether local or not, on circulation, driving, park or in general use of the Vehicles (in addition to any other legislation that may replace or supplement them from time to time).
- 5.2. Use of a Vehicle shall be considered to have commenced when, after the relevant Individual Rental Agreement has been entered, the User requests access to it on the Access Tool and the Vehicle's on-board computer identifies the User and opens the Vehicle's centralized locking system.
- 5.3. The User shall report the loss or destruction of an Access Tool to the CAR LESSOR without unjustified delay (on the Application or through the Car Rental Support Service) to allow the CAR LESSOR to block that Access Tool and prevent its misuse. The User will be informed by email that the Access Tool has been blocked. The User shall be liable for any damage and losses caused by loss of the Access Tools, especially if their loss enabled the occurrence of damage to, or theft or misuse of, the Vehicle.
- 5.4. The usage time of the rented Vehicle shall start from when the reservation and confirmation of the Individual Rental Agreement take place, regardless of whether this is when the User actually picks up the Vehicle, and

shall end when the User returns the Vehicle as required in accordance with these Car Lessor Terms and Conditions. The distance traveled by the Vehicle in the rental period will be counted between when it is picked up by the User and when it is returned in the correct manner as indicated in section 6.1 below. The amounts and rates stipulated in the Pricing Policy applicable to the Individual Rental Agreement in question will apply at all times.

## 6. END OF THE RENTAL OF A VEHICLE

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6.1. At the end of a rental of an Individual Rental Agreement, the User shall:

- i. park the Vehicle as required in a Car Lessor Service Area approved by the Car Lessor in the city concerned and park the Vehicle correctly in compliance with the Spanish Driving Code (*Código de la Circulación*) and any other applicable regulation, whether local or not, on circulation, driving, park or in general use of the Vehicles. Any breach of traffic rules and regulations or of the prohibitions imposed by the owner of the parking area concerned shall be at the cost of the User.

For the foregoing purposes, the User shall not park the Vehicle in private or corporate facilities (such as garages, yards, among others) other than the CAR LESSOR's expressly designated parking areas. The prohibition shall also apply to parking by customers of shopping malls, supermarkets, restaurants, among others. The Vehicle shall be accessible for anyone at any time. Nor may the Vehicle be parked in areas with parking restrictions on certain days or at certain times (loading and unloading areas, areas reserved for parking authorized vehicles, etc.) or areas in which restricted times or temporary restrictions for parking have been imposed, by reason of an event, for example.

If the User finishes the rental in a pay per use parking, he will have to pay the cost of the parking until the removal of the vehicle from it, with the exception of the parking lots for which the Pricing Policy provides an *ad hoc* charge or cost. In this case the user must comply with the rules of use of those specific parking lots service, and the user must pay the corresponding amount as set in at that time in the current Pricing Policy.

- ii. return the Vehicle with a minimum amount of autonomy, as indicated on the Vehicle screen, of 10 kilometers, sufficient to be moved by the CAR LESSOR's operators or next following Users to the recharging station.
- iii. ensure that the engine is off, hand break is on, that all doors and windows have been closed properly, and all lights have been switched off; and
- iv. ensure that none of the User's personal belongings have been left in the Vehicle and that it is clean and in a good condition.

6.2. Once the Vehicle has been parked, the User and every passenger must leave the Vehicle, check that no personal belongings have been left inside, and then end the rental process using the Access Tool. Once the Vehicle confirms end of the rental by blocking the central locking system, the rental will have ended effectively. If the User leaves the Vehicle before the rental process has ended, the rental will remain in force at the User's cost.



- 6.3. If the rental cannot be ended for any reason, the User shall notify this to the CAR LESSOR without delay and stay by the Vehicle until the CAR LESSOR has taken a decision over how to proceed. Any additional rental expenses will be refunded by the CAR LESSOR to the User after it has checked that the User is not in breach.

## 7. PAYMENT FOR THE CAR RENTAL SERVICE

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- 7.1. The User shall pay the prices associated with the selected rate that apply on rental of the Vehicle including any other charges, surcharges, indemnifications or costs, in accordance with the Pricing Policy. The applicable rate of use per time unit shall be shown to the User on the Application before the Vehicle reservation process has been completed (not including cost, charges, surcharges or indemnifications related to incidents suffered or places where the User decides to drive or park the Vehicle which the CAR LESSOR is unable to foresee at the start of the car rental and which will be applied in accordance to the Pricing Policy), and they shall be set out in the relevant Individual Rental Agreement. The prices are final prices per time unit inclusive of the statutory VAT charge. Upon prolonged use the User might benefit from specific hourly tariff.
- The rates applicable to the Car Rental Service will be charged by the CAR LESSOR, through the Platform automatically once the Individual Rental Agreement has ended, as follows:
- i. Provided the User has any outstanding balance in its User's account, the amount of price of the Individual Rental Agreement shall be first applied towards that outstanding balance corresponding to redemption of the Saving Pack with earlier expiration date and the excess, if any, as provided in item two below,
  - ii. provided either the User has (x) exhausted the balance in his User's account corresponding the single Saving Pack with the earlier expiration date or (y) has not outstanding balance at all in his User's account; as a collection by the CAR LESSOR, though the Platform on the payment method supplied by the User.

In this regard, User is informed that the Application will not allow balance originated from the redemption of two or more different Saving Packs to be aggregated for the payment of the same Individual Rental Agreement (only the outstanding balance from the Saving Pack with earlier expiration date will be used towards payment). Even if two or more Saving Packs have the same expiration use date, only the outstanding balance corresponding to one of them will be applied towards payment of an Individual Rental Agreement. Balanced recognized in the User's account for redemption of other Saving Packs will not be applied towards payment of the price of that Individual Rental Agreement but could still be used, until its specific expiration date, towards payment of future Car Rental Services rendered to the User.

- 7.2. The User shall ensure that the payment method used has enough balance. If the User does not have enough balance to meet a charge by the CAR LESSOR, the User shall pay to the CAR LESSOR the relevant charges or costs of the bank or payment provider used by the CAR LESSOR or the Platform Provider acting on behalf the CAR LESSOR, in addition to a claiming fee in accordance with the Pricing Policy in force.
- The CAR LESSOR reserves the right to request pre-authorization to charge the rental from the credit institution associated with the payment method furnished by the User. That pre-authorization shall not under any circumstances mean the actual charge has been made for the rental in question, which shall only be done after that rental has ended.
- Moreover, the CAR LESSOR reserves the right to refuse any payment method specified by the User and, if more than one payment method has been specified, to change the payment method chosen by default by the User. Prior notice will be given to the User, if applicable.

- 7.3. Charged rates will not be refundable. The rates and cancellation and compensation costs, and their revised amounts, are always available in the Pricing Policy and are subject to potential amendments. It is recommended that the User read the Pricing Policy on a regular basis to be informed of the applicable rates from time to time.
- 7.4. Additionally, all offers and discounts, and their conditions of use, will be available on the Website and, as the case may be, on the Application. The CAR LESSOR reserves the right to restrict the use and recover the amounts saved in offers, invitations and discounts if Users make inappropriate, unlawful or unfair use of them. It is absolutely forbidden for a User to create more than one User accounts or share a payment method with other Users for any purpose whatsoever, including to benefit unduly from discounts and invitations or from free or promotional offers of Saving Packs. As exceptions, a User (i) may have more than one account subject to subclause 3.7. of the Platform Terms and Conditions, but any account created under a preferential beneficiary's agreement shall not qualify to benefit from discounts, offers, savings and invitations related or triggered by registration in the Application; or (ii) share a payment method with their Users if given express an unequivocal permission by the Platform Provider.

## 8. INCIDENT HANDLING IN USE OF THE CAR RENTAL SERVICE

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- 8.1. Before starting to drive, the User shall examine the condition of the Vehicle to check for defects, visible damage or unhygienic conditions, and inform the CAR LESSOR in this respect on the Application or through the Car Rental Support Service to notify their nature and seriousness in a true and complete manner. The CAR LESSOR shall prohibit use of the Vehicle if there might be a risk to driving safety.
- 8.2. The User shall inform of any accident, damage and defects arising during use of the Vehicle without undue delay. Furthermore, the User shall ensure that any accident that occurs involving the Vehicle driven by the User is notified and recorded by the police. If the police refuse to record the details of an accident, the User shall inform the CAR LESSOR of this fact without undue delay and furnish the relevant items of evidence, if any. In any such circumstance, the User shall consult the CAR LESSOR about how to proceed and follow the instructions that will be given by the CAR LESSOR's Car Rental Support Service. This shall apply regardless of whether the accident was caused by the User or by a third party. The User shall only leave the scene of the accident after:
- i. the details of the accident have been recorded by the police (or, where this is not possible, after the CAR LESSOR's Car Rental Support Service has been informed in this respect in accordance with this clause);
  - ii. measures have been taken to preserve items of evidence and reduce the damage in coordination with the CAR LESSOR; and
  - iii. the Vehicle has been delivered to a clamp services company, has been left safely in coordination with the CAR LESSOR, or has been removed from the public way by the User.
- 8.3. Regardless of whether an accident that the User is required to notify to the CAR LESSOR was caused by the User or by a third party, the CAR LESSOR will deliver to the User a form to make a report on the damage following the

notification of the accident. The User shall complete the form and return it to the CAR LESSOR within a maximum term of forty-eight (48) hours. If the CAR LESSOR fails to receive a written report on the damage within this period, the insurance company will not be able to settle the claim. In such a case, whenever the CAR LESSOR is required to repair or cover the cost of the relevant damage related to any incident involving the User, the CAR LESSOR shall charge to the User the cost of repairing the damage caused.

When the CAR LESSOR so requests, the User shall specify the exact location of the Vehicle at any time and allow its inspection by the CAR LESSOR.

- 8.4. The CAR LESSOR is entitled to receive any indemnification that is paid in relation to the damage caused to the Vehicle. If the User has received that amount it shall transfer it to the CAR LESSOR without having to be asked again.

## 9. INVOICING

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The User gives express consent to receiving the electronic invoice for the Car Rental Service at the email address furnished by the User, and may withdraw that consent at any time by sending an email to [facturacion@zitycar.es](mailto:facturacion@zitycar.es). Invoices will also be available to the User at the CAR LESSOR's offices besides subject to the CAR LESSOR's discretion being able to be viewed on the Application or, on the Website.

## 10. GENERAL OBLIGATIONS AND PROHIBITIONS FOR THE USER

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- 10.1. The User shall:
- i. check the liquids needed to run the engine and check the tire pressure periodically on long journeys, and, if necessary, make the necessary adjustments; ensure that the Vehicle is only used when it is in a condition that ensures operating and road safety;
  - ii. treat the Vehicle with care, especially by complying with the manufacturer's operating manual, and the running requirements and maximum revolutions per minute and speed;
  - iii. comply with all the statutory requirements in relation to operation and use of the Vehicle, in particular the Spanish Law on Traffic, Circulation of Motor Vehicles and Road Safety, the Spanish Driving Code; and any other applicable regulation, whether local or not, on circulation, driving, park or in general use of the Vehicles;
  - iv. stop immediately if an alert lights up on the dashboard and contact the CAR LESSOR to evaluate whether the vehicle may continue to be used;
  - v. notify the CAR LESSOR without unjustified delay of any damage caused by violent acts or accidents occurred during the rental; moreover, the User shall inform the CAR LESSOR if the Vehicle is in an unhygienic condition;
  - vi. employ the required care when ending use of the Vehicle to avoid theft, by ensuring always that the windows are closed, and the central locking system is blocked;
  - vii. when ending use of a Vehicle, ensure that it has a minimum level of autonomy, as specified on the vehicle's screen, of 10 kilometers, which is enough for it to be transferred by the CAR LESSOR's operators to the recharging station.

- viii. keep updated the personal data that has been entered in the User account held by the CAR LESSOR. If the contact details have not been updated, the CAR LESSOR reserves the right to temporarily block the User's account until the User provides updated contact details.
- ix. if the CAR LESSOR so requests for safety reasons or by reason of a breach of these Car Lessor Terms and Conditions, the User undertakes to end use of a Vehicle and shall return the Vehicle to the CAR LESSOR with the shortest delay (unless the CAR LESSOR instructs otherwise).
- x. While there are mobility restrictions measures, lockdown plans, or de-escalation protocols regarding the COVID-19 epidemic, or possible subsequent aftershocks, in force in all or part of the Service Area: (a) neither accessing nor use, nor permit other persons accessing to the Vehicle provided he/she has more than thirty-seven (37) Celsius degrees of body temperature or that they have suspicions of being infected by the virus, (b) use at all times face masks appropriate to prevent virus contagion and that they do not represent a danger to road safety, that should be furnished by the User himself, (c) mandatorily comply with any regulations and/or recommendations, even if the latter were supposed to be merely indicative, set by public authorities regarding the number of occupants and their place of seat within the vehicle and (d) abide with any other prophylactic measure or regulation set by the public authorities that may be applicable.

10.2. The User shall not:

- i. drive the Vehicle under the influence of alcohol, drugs or medicines that reduce the capacity to drive;
- ii. smoke or allow others to smoke or consume illegal substances in the Vehicle;
- iii. leave the Vehicle in an unhygienic condition;
- iv. recharge the Vehicle;
- v. allow a third party to drive Vehicles or disclose the User's access data to a third party, including third parties who are also Users of the Car Rental Service;
- vi. carry children or babies without having the seat at the correct height or a child seat. The User shall comply with all the manufacturer's instructions on fitting baby seats;
- vii. disable a passenger airbag, except as necessary to carry children or babies with the required seat height or special seat or seats for children or to comply with the manufacturer's instructions regarding fitting baby seats, in which case the User shall be responsible for enabling it before the end of the rental;
- viii. drive the Vehicle into or across Prohibited Zones;
- ix. disable or otherwise alter the Vehicle's geolocation, monitoring and control tools;
- x. make any type of esthetic or technical change to the Vehicle (including hiding the CAR LESSOR and/or the Platform Provider's logos or brands);
- xi. use the Vehicle for driving cross country, participating in motor sports events or races of any type, carrying out vehicle tests, instructing drivers, carrying on business activities related to passenger or commercial transport, or to the carriage of hazardous or prohibited substances or objects, or committing criminal offenses;
- xii. transport easily inflammable, poisonous or hazardous substances in amounts considerably higher than those allowed for domestic use, or that may reduce driving safety or damage the inside of the Vehicle due to their nature, size, form or weight;
- xiii. carry animals in the Vehicle, unless they are carried in accordance with current regulations and leaving the vehicle clean after use;
- xiv. carry out repairs or alterations on the Vehicle or order such repairs or alterations with the User's authorization, or
- xv. travel with the Vehicle outside the country in which the Car Rental Service of the CAR LESSOR is available.

## 11. INSURANCE

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- 11.1. The Vehicle is covered by liability insurance. The User's liability for damage to the Vehicle is limited and relates to an all risk policy with partial cover and an excess as provided in the Pricing Policy. User is informed that the liability insurance covers and excess may vary from time to time.
- 11.2. Only the authorized User who has rented the Vehicle may benefit from the insurance cover. The insurance cover will not apply to damage that is caused deliberately.
- 11.3. Except as stipulated otherwise hereafter, the CAR LESSOR's liability insurance is subject to the policy and the general terms and conditions related to mandatory vehicle insurance as provided in the Insurance Contract Law.
- 11.4. If the User breaches any obligation provided in the Insurance Contract Law and this results the insurer being exempted from payment, the insurance cover set out in clause 11.1 shall not apply.
- 11.5. If the damage is caused by serious negligence, the User shall be liable with respect to the CAR LESSOR in accordance with the Insurance Contract Law. In the event of damage to a Vehicle, the User's liability is limited to the amount of the covenanted excess provided that the Vehicle was used in accordance with the Car Lessor Terms and Conditions and the damage was notified without unjustified delay to the CAR LESSOR. The limitation on liability to the amount of the covenanted excess shall not apply if the User causes mechanical damage due to incorrect handling (damage to the engine because of using inappropriate fuel, for example, etc.), as done with serious negligence or intentionally.

## 12. CAR LESSOR'S LIABILITY

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- 12.1. Without limitation to any rights that might be available to the User by way of consumer or User and without restricting any mandatory provisions of law, the CAR LESSOR's liability:
  - i. will arise in accordance with the law in the event of damage caused intentionally or with serious negligence by either the CAR LESSOR, the Platform Provider or its agents or representatives.
  - ii. for minor negligence shall be limited to the typical or foreseeable amount of damages for car rental services of this type.

User acknowledges that at the time each Individual Rental Agreement is entered the CAR LESSOR has no means to be aware of the possible destination or specific intended use for which the User has rented the Vehicle.

- 12.2. The CAR LESSOR does not accept liability for any misuse that may be made by the User or any third party of a User account and/or access Password. The User is responsible for storing as required the Password that the CAR LESSOR or the Platform Provider supplies for access as a registered User and preventing unauthorized use or access by third parties.
- 12.3. Having regard to the state of the technology tools, the provision of the Platform and/or Car Rental Service may be subject to restrictions or inaccuracies which are beyond the CAR LESSOR's control. The foregoing applies specifically to the availability of mobile data services provided by mobile network operators, the mobile network, positioning services on the global navigation satellite system and internet access. All of these are limited to the area served by the mobile services provider. The lack of availability of the mobile network may, in particular cases, cause the Platform Service and/or the Car Rental Service not to be available due to a failure in the necessary transmission of data. Additionally, the service may be affected by atmospheric interference, caused by topographic conditions or obstacles (such as, bridges, tunnels or buildings, for example). The same occurs with positioning services using the global navigation satellite system. Furthermore, there may be other restrictions on internet use (such as an overloaded network, for example). Moreover, temporary capacity deficiencies may occur caused by peak loads on services, on mobile or landline networks or on the internet. Disturbances may also arise as a result of force majeure events such as strikes, lockouts and orders by public agencies, or also of technical or other types of measures (such as repairs, maintenance, software updates, enhancements, for example) performed on equipment of the CAR LESSOR, of the Platform Provider, of the utilities companies, of the service and content providers, and of the network operators, which prove necessary to provide adequate and enhanced services. To the extent permitted by laws the CAR LESSOR does not accept liability for any of the aforementioned events.
- 12.4. Use of the Car Rental Service on the Application or on the Website may also be subject to limitations and inaccuracies due to the lack of availability of, or to interferences or disturbances on, the Application or the Website, or the compatible device (by reason of force majeure events, for example, or of technical or other types of measures such as maintenance, software updates, or enhancements to the Application or to the Website). To the extent permitted by laws the CAR LESSOR does not accept liability for any of the aforementioned events.
- 12.5. The CAR LESSOR is not responsible for the User not having a compatible device or having downloaded a version of the Application that is not compatible with it.

## 13. USER'S LIABILITY

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- 13.1. Without limitation to any User or consumer rights, the User shall be liable with respect to the CAR LESSOR for the damage, losses or costs created to the CAR LESSOR and which were caused by the User intentionally or with negligence. This shall include, without limitation, offenses included in subclause 10, robbery or theft, damage to or loss of the Vehicle or its accessories (including, if applicable, the Vehicle's monitoring system, seats, SD card, user's manual, spare wheel, logos, stickers, etc.) or damage to third parties caused by breach of these Car Lessor Terms and Conditions, of mandatory legal provisions or the general terms and conditions of motor vehicle insurance by the User or any third party for which the User is liable. If the User is liable and the

Vehicle's insurance cover does not apply, the User shall indemnify without delay the CAR LESSOR against third party claims.

- 13.2. In the event of an accident attributable to the User, the User's liability shall also include, up to the amount of the covenanted excess, indirect damages, and damages in respect of experts' fees, clamp service cost, loss of rental cost, increase in the insurance premium or policyholder category, or any other additional costs of any type.
- 13.3. The User shall be liable for the consequences of any administrative infringements or offenses the User commits with the Vehicle. The User shall pay all the fees and costs and relieve the CAR LESSOR from any third-party claim. For the handling of any administrative infringements (bonds, fees, fines, etc.), the User shall pay handling fees to the CAR LESSOR for each instance. The amount of those handling fees shall be based on the applicable rates stated in the Pricing Policy.
- 13.4. If the User causes an accident outside the Car Lessor Service Area, the User shall be responsible for the costs deriving from returning the Vehicle to the Car Lessor Service Area on the terms set out in the applicable price rates.
- 13.5. The User shall pay a contractual penalty in accordance with the Pricing Policy in force if the User allows a person who is not an authorized driver to use the Vehicle. All the above, without prejudice to the CAR LESSOR being able to claim from the User any other damage and loss caused by the third driver.
- 13.6. If the User parks an electric Vehicle with a level of autonomy below the 10-kilometer level as shown on the Vehicle's autonomy gauge in kilometers, the User shall pay the refitting charge in accordance with the CAR LESSOR's Pricing Policy that is applicable at that time.

## 14. TERMINATION OF THESE TERMS AND CONDITIONS OR OF THE INDIVIDUAL RENTAL AGREEMENT

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- 14.1. These Terms and Conditions are signed for an indefinite term; both parties may terminate them on giving two (2) weeks' written notice.
- 14.2. The Individual Rental Agreements will be signed for the whole rental term in question, which shall be deemed to have ended, either on termination of the agreement by the User, which shall take place once User ends the trip by blocking the Vehicle's central locking system on the Access Tool, or on any of the grounds specified in these Car Lessor Terms and Conditions.
- 14.3. The CAR LESSOR may, instruct the Platform Provider to, or do by itself if technically enabled, temporarily hold in abeyance the Platform Services with the User, if the User:

- i. fails to renew its registration, including but not limited to provide a new or extended driving license when applicable in accordance to the Platform Terms and Conditions and these Car Lessor Term and Conditions;
- ii. fails to make a due payment owed to the CAR LESSOR or to any Adhered Car Lessor different from the CAR LESSOR, in connection with any Car Rental Services or; to the Platform Provider in connection with any Platform Services or a Pack Agreement (any of the aforementioned including but not limited to any bonds, fines, fees for administrative infringements; any charge, penalty or damages due to lack of compliance of the Car Lessor Terms and Conditions; Car Rental Terms and Conditions of Adhered Car Lessors different from the CAR LESSOR or the Platform Terms and Conditions; or damages below the insurance excess); even if any of such payments is under dispute on good faith,
- iii. usurps someone else identity; makes misrepresentations or omits relevant facts when registering for the Platform or during his contractual relationship with the CAR LESSOR; any Adhered Car Lessor different from the CAR LESSOR or; the Platform Provider;
- iv. uses the Vehicle, the Saving Packs or the Application to commit fraud or abuse of its rights (withdrawal by the same User in less than twelve consecutive (12) months of Packs Agreement corresponding to three or more Saving Packs may be deemed as an abuse of rights by the Platform Provider and the burden of the proof of its good faith on the exercise of it withdrawal rights will be on the User);
- v. uses the Vehicle in such way it may imply personal damages and injuries to the User or to third parties or damage the Vehicle itself or the reputation of the Platform Provider, the CAR LESSOR and/or any Adhered Car Lessor;
- vi. uses the vehicle for illegal purposes, offences or crimes or in breach of applicable law even if those uses do not result a direct damage to the Platform Provider, the CAR LESSOR and/or any Adhered Car Lessor;
- vii. upon request from judicial, law enforcement, emergency services or similar public authorities with the appearance of having authority to make such request;
- viii. breaches in any way the Car Lessor Terms and Conditions, any Individual Rental Agreements; any Pack Agreements; any Car Rental Terms and Conditions of Adhered Car Lessors different from the CAR LESSOR; any individual rental agreements with an Adhered Car Lessor different from the CAR LESSOR; or the Platform Terms and Conditions;
- ix. breaches in any way the provisions in the Law on the Spanish Traffic, Circulation of Motor Vehicles, the Spanish Driving Code and/or any other applicable regulation, whether local or not, on circulation, driving, park or in general use of the Vehicles;
- x. provides the details to start a User session, the Password or the Access Tool to another legal or natural person;
- xi. copies or alters the Access Tool;
- xii. allows the Vehicle to be driven by a third party;
- xiii. forgery or unpermitted generation of Saving Packs; or
- xiv. upon request by the User due to justified cause, such as loss or being stolen the Access Tool or identity usurpation;
- xv. is reasonably suspected to have committed and act or omissions that as far as the CAR LESSOR is aware, including upon indication by any other Adhered Car Lessors or by the Platform Provider, corresponds to the items (i) to (xiv) above, both included.

Also, in the event the CAR LESSOR instructs the Platform Provider or by itself to temporarily hold in abeyance the User, the latter will not have access to any balance or credit that was available in his User's account, including any balance resulted from a redeemed Saving Pack, which in no case shall be redeemed for money.



Additionally, to the consequences stated in the previous two paragraphs, the CAR LESSOR, the Platform Provider and/or the relevant Adhered Car Lessor, as applicable, reserve the right to claim from the User, among other things:

- i. the immediate return of any Vehicle that the User concerned may be using at that time. If the User does not return the Vehicle immediately, the relevant Adhered Car Lessor, including but not limited to the CAR LESSOR, is entitled to take possession of it, and the User shall assume all the costs that this generates;
- ii. the amounts of rental that accrue until the Vehicle concerned is returned, and/or
- iii. any damage and losses that have been caused to the Platform Provider, the CAR LESSOR, the Adhered Car Lessor or to any third party.

## 15. INTELLECTUAL PROPERTY

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- 15.1. Use by the User of the Car Rental does not confer on the User any right in the CAR LESSOR's industrial property or copyright or that of any third party, and the User agrees to observe each and every one of the industrial property rights and copyrights, including marks, logos, domain names or any other industrial property right or copyright that is owned by the CAR LESSOR or by third parties.
  
- 15.2. It is expressly forbidden for the User to perform any act of reproduction, distribution, public communication or other forms of making available, or transformation, and generally, any other form of exploitation of any contents or materials which the User may be able to access on the Car Rental Service, totally or partially, except with the express written authorization of the owner of those elements.

## 16. COOKIES AND PRIVACY POLICY

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The Privacy Policy and Cookies Policy are determined in the [Cookies and Privacy Policy](#) documents.

## 17. USER SUPPORT SERVICE / CLAIMS

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In the event of any doubt regarding these Car Lessor Terms and Conditions or the Car Rental Service offered by the CAR LESSOR or for any claim, the User may contact the CAR LESSOR through the CAR LESSOR's Car Rental Support Service, by sending an email to [hola@zitycar.es](mailto:hola@zitycar.es), or calling 0034 91 150 11 18 within the User support hours (24 hours a day, 365 days a year).

## 18. ASSIGNMENT OF COLLECTION RIGHTS

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- 18.1. The CAR LESSOR reserves the right to assign the collection rights arising from use of the Car Rental Service by the Users or any damages or indemnifications to be paid by the User to the CAR LESSOR, following notification to the User. In such cases, the User may only make payments intended to satisfy the debt to the assignee, and

in all cases the CAR LESSOR shall be responsible for the User's general petitions and claims in relation to the Car Rental Service.

For that purpose, the CAR LESSOR shall furnish any of the User's personal data which prove necessary for the assignment of the collection rights to the assignee, who may not use such data for any other purpose.

- 18.2. The User authorizes the CAR LESSOR or, as applicable, the assignee (as provided in the case of an assignment of collection rights as described in subclause 18.1 above) to collect any amounts that the User must pay in relation to these Car Lessor Terms and Conditions, to any Individual Rental Agreement or any Pack Agreement, using the payment method specified by the User.

## 19. WITHDRAWAL RIGHT

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- 19.1. Users may discontinue the process for contract formation of the Car Lessor Terms and Conditions within fourteen (14) calendar days from the date of their acceptance, provided that the User has not entered into an ongoing Individual Rental Agreement associated to its User account.
- 19.2. Individual Rental Agreements may not be withdrawing once they have been entered into, in accordance with the provisions in the legislation on the protection of consumer and user rights.
- 19.3. To exercise the right to withdraw, the User shall contact the CAR LESSOR and notify of the decision to discontinue this contract in an unequivocal statement. Such notice may be served, as a non-exclusive format, by using the withdrawal form included at the end of these Terms and Conditions

## 20. NOTICES

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The CAR LESSOR shall make the appropriate notifications through the Application, a text message to the phone mobile number provided by the User when registering in the Application and/or the e-mail address provided by the User when registering in the Application.

## 21. PLACE OF CONTRACTING, APPLICABLE LAW AND JURISDICTION

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- 21.1. User agrees that for all relevant purposes each Individual Rental Agreement is entered and shall be deemed to be perfected in the city where the User started the rental of the Vehicle, provided such city was at that time within the Car Lessor Service Area (if it was not within the Car Lessor Service Area, in Madrid-Spain)

21.2. These Terms and Conditions shall be governed in each and every one of their elements by Spanish law (*ley común española*).

21.3. Without limitation to any rights that may be held as consumer or user, for any disputes arising over the Car Rental Service the User expressly waives as necessary any other jurisdiction to which he or she may be entitled, and consents to the exclusive authority and jurisdiction of the courts of Madrid (Spain).

As an exception, provided the dispute arises regarding to an Individual Rental Agreement; the User will have the right to choose for the dispute between the Courts of the City of Madrid (Spain) or the courts corresponding to the city where the User started the rental of the Vehicle, provided such city was at that time within the Car Lessor Service Area.

## WITHDRAWAL FORM

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(If you wish to discontinue this contract, please complete this form and return it to the CAR LESSOR, to the postal or electronic address specified below).

To CAR SHARING MOBILITY SERVICES, S.L., having registered office in Madrid, at calle Quintanavides, 21, 28050-Madrid, and email address: [hola@zitycar.es](mailto:hola@zitycar.es).

I, \_\_\_\_\_ hereby notify of my intention to discontinue the contract for the provision of any services under the Car Lessor Terms and Conditions entered with between me and CAR SHARING MOBILITY SERVICES, S.L., signed

on \_\_\_\_\_.

Requested in \_\_\_\_\_.

Name \_\_\_\_\_.

ZITY User email \_\_\_\_\_.

Phone associated with ZITY User account \_\_\_\_\_.

Address \_\_\_\_\_.

Signature (only if this form is notified on paper) \_\_\_\_\_.

Date \_\_\_\_\_.