

General Terms and Conditions of DriveNow GmbH & Co. KG

Position as per November 2016

1. Subject; Reservation of Right of Amendment

1.1 The General Terms and Conditions (hereinafter referred to as "GTC" or Master Agreement") govern the business relationship between DriveNow GmbH & Co. KG (hereinafter referred to as "DriveNow") and people, who wish to accept the offer of renting a vehicle from DriveNow by concluding single rental agreements subject to the terms of this GTC (hereinafter referred to as "Users").

1.2 DriveNow has the right of amending the GTC for future single rental agreements, provided that the alterations will be reasonable for the user. The user will be advised in good time of alterations to the GTC, in writing, via email or by other suitable means. The alterations will be considered to have been accepted and to be binding to an existing contractual relationship when they come into force, if the user does not raise objections, whether in writing or via email. When announcing alterations, DriveNow will draw the specific attention of the user to that consequence. The objections of the user must be sent to DriveNow within one month from the announcement of the alterations.

2. Conditions for Use; Conclusion of the Master Agreement

2.1 DriveNow makes it possible for users to rent vehicles on the basis of this GTC.

2.2 DriveNow will only accept people as users, who

- are natural persons and who have at least completed their 21st year of life,
- have been in the possession for at least one year, without interruptions, a licence for driving a motor vehicle that is valid in Germany, and who meet all prerequisites and conditions that may be contained therein.

2.3 This master agreement is concluded as follows: by completing the registration form and by clicking on the button named "Buy and Set up Account" or on one bearing another name, though with identical meaning, the user submits his offer of concluding a master agreement, subject to the conditions of this GTC. DriveNow may now accept the offer of the user of concluding an agreement by sending the text message to that effect, or it may decline to enter into an agreement.

3. DriveNow Account; Electronic Vehicle Key; Personal PIN

3.1 Access to the DriveNow account

Upon concluding the master agreement, the user will receive the data for accessing his DriveNow account. The user has the obligation of notifying DriveNow forthwith of any changes in his address, his email address, his mobile phone number, his payment details and/or of any restrictions on his permission to drive.

3.2 DriveNow ID

After checking his permission to drive in accordance with Paragraph 4, every user will receive a DriveNow ID as electronic vehicle key. The DriveNow ID may be a DriveNow card or another access medium. The DriveNow ID remains the property of DriveNow, except when it is an access medium that has been issued by the DriveNow partner. DriveNow must be notified at once in case of loss or destruction of the DriveNow ID or in case of damage to it.

3.3 DriveNow PIN

Upon registration, each user must select a DriveNow PIN, which he must use to authenticate himself when renting vehicles.

3.4 No transferability of access data and account

The user may not pass on his DriveNow ID, his DriveNow PIN and the data for accessing his DriveNow account to third parties and he must ensure that third parties cannot have access to his DriveNow ID, his personal PIN and the data for accessing his DriveNow account.

Written records of the PIN may not be kept in the immediate vicinity of the DriveNow ID, may not be kept within the vehicle and may not be noted on the driving licence. An account is not transferable and all rights to and associated with the account lapse upon the user's death.

3.5 Procedure after loss of access data

If the user notices the loss or access by third parties to his DriveNow ID, personal PIN or the access data to this DriveNow account, the user will be under the obligation of reporting such without delay on telephone number +49 800 7234070 or via email to service@drive-now.com.

4. Checking the Permission to Drive

4.1 Initial and regular checking of the permission to drive

DriveNow may demand from the user before renting for the first time and subsequently on a regular basis that he submits his currently valid permission to drive. DriveNow may carry out that regular check at any time. It is expected that it will be done once every three years.

4.2 Offline and online checking

The checking as per Paragraph 1 can either be done by means of verifying the original driving licence at any of the registrations stations of which the addresses may be found on the internet or by means of going through an online identification procedure on the DriveNow web site or through the DriveNow app.

4.3 Procedure in case of restrictions on or loss of the permission to drive

The user must notify DriveNow forthwith in the case of withdrawal of his permission to drive or restrictions being imposed it, a prohibition to operate a motor vehicle taking effect or a temporary seizure or of confiscation of his driving licence. The authorisation for using vehicles lapses if the permission for the user to drive is withdrawn or if the driving licence of the user is temporarily seized or is confiscated or if it ends for other reasons. In the case of a prohibition to operate a motor vehicle imposed by the courts or the authorities, the entitlement of the user to use will be suspended for the duration of the prohibition. For the case of a restriction on the permission to drive, DriveNow reserves the right of withdrawing the entitlement to use.

5. Reservations; Opening the Vehicle; Single Rental Agreements

5.1 Prerequisite for concluding single rental agreements

Only users are entitled to rent, whose permission to drive has been verified in accordance with Paragraph 4. The maximum rental period of a single rental agreement is 48 hours, except if expressly agreed otherwise. The user is obliged to return the vehicle upon the end of the maximum rental period.

5.2 General information about reservations

The user may rent a vehicle with or without prior reservation. By means of a reservation, DriveNow commits itself not to make the reserved vehicle available to another user during the validity period of the reservation.

5.3 Free reservation

The user may reserve a vehicle free of charge for a period of 15 minutes. If a reserved vehicle is not rented within that period, the vehicle will be released again for use by other users. An agreement on free reservation must be concluded as follows: by clicking a button named "Reserve" or with another name to the same effect, the user must make his offer of concluding an agreement on gratis reservation in accordance with the terms of this GTC. DriveNow can then accept the offer of concluding an agreement by means of a message to the user through a dialogue or by sending a text message to that effect or it may decline to enter into an agreement.

5.4 Paid reservation

Reservation for longer than 15 minutes is possible against payment of a fee in accordance with the price list applicable at the time of making the reservation. An agreement on reservation against payment must be concluded as follows: by clicking a button named "Reserve against payment" or with another name to the same effect, the user must make his offer of concluding an agreement on reservation in accordance with the terms of this GTC. DriveNow can then accept the offer of concluding an agreement by means of a message to the user through a dialogue or by sending a text message to that effect or it may decline to enter into an agreement.

5.5 Opening the vehicle

The user can open the vehicle either with the DriveNow ID or with the DriveNow app. After opening the vehicle, the user is obliged to either forthwith rent the vehicle or to forthwith lock it again.

5.6 Conclusion of a single rental agreement

A single rental agreement comes about as follows: The user must first identify himself on the screen in the vehicle by entering his personal PIN or another means of authentication that has been made available by DriveNow and after his credentials have been established he must make an offer of concluding a single rental agreement by clicking a button on the screen in the vehicle named "Rent now against payment" or another name to the same effect. DriveNow can then accept the offer of concluding an agreement by means of a message to the user through a dialogue or by sending a text message to that effect or it may decline to enter into an agreement. Upon concluding the agreement, the period of paid use commences.

6. End of the Single Rental Agreement; Return of the Vehicle

6.1 Termination of the single rental agreement

Both parties have the right of terminating the single rental agreement by making a statement to that effect. The user can terminate a rental process by holding his DriveNow ID against the relevant card reader or via the DriveNow app. The rental agreement has been terminated, if the light of the card reader in the windscreen changes from red to green. Now, after returning it, the vehicle must be available to anyone at any time.

6.2 Termination in the business area in approved parking spaces

The user must terminate the rental agreement within the boundaries of the business area where the rental started, in an approved parking space. The approved parking spaces are shown on the DriveNow web site, under the parking rules of the relevant business areas. Additional approved parking spaces may be indicated through signposting. The user may only terminate the rental agreement after he has placed the vehicle in an approved parking space in accordance with the German Highway Code (StVO, Strassenverkehrsordnung) or he can terminate it by handing over the vehicle to the next user through the function "Customer handshake". Attention is drawn to the arrangements under Paragraph 10 in respect of the consequences of infractions.

6.3 Termination outside a business area

Terminating the rental outside a business area in designated satellites is only permissible, if the user has been given explicit permission. In such a case, additional cost may be incurred in accordance with the price list applicable at the time of renting.

6.4 Termination in temporary and announced no-parking zones

The user may only leave the DriveNow vehicle in zones with restrictions based on days and/or times (e.g. parking prohibitions with plates showing "7:00 – 17:00 hours" or "Mondays 6:00 – 12:00 hours"), if the restriction does not take effect before 48 hours will have lapsed since leaving the vehicle there. That also applies to traffic prohibitions that have already been announced but have not yet come into force (e.g. temporary traffic prohibitions on the occasion of events or processions).

6.5 Problems during termination

If terminating the rental agreement fails (e.g. because there is no mobile phone connection), the user must park the vehicle somewhere else and attempt anew to terminate agreement. Should the attempt to terminate the agreement also fail after having moved to another parking place, the user can call the support hotline and terminate the rental agreement via the telephone.

6.6 Minimum distance to empty tank

When terminating the rental agreement, the display of the board computer must indicate that enough fuel is left for a distance to empty tank of at least 15 km. Attention is drawn to the arrangements under Paragraph 10 in respect of the consequences of infractions.

6.7 Obligations of the user upon return

- a) Before leaving the vehicle behind, the user must ensure that it is sufficiently well protected against theft. Windows, sunroof, soft top if present and doors must be closed, the steering wheel lock must have caught and light must have been turned off. Attention is drawn to the arrangements under Paragraph 10 in respect of the consequences of infractions.
- b) The vehicle must be returned with all provided documents, including all fuel cards, charging cards, bonus cards, partner cards and parking cards that were present in the vehicle at the time of renting. No equipment or accessories may be missing. Attention is drawn to the arrangements under Paragraph 10 in respect of the consequences of infractions.

7. Obligations of the User upon Renting

7.1 Vehicle not to be left to third parties

It is forbidden for the user to allow other people to drive the rented vehicle. The user may only allow a passenger or other third party to drive the vehicle, if extraordinary circumstances prevail. Extraordinary circumstances prevail if the physical ability to drive of the customer is impaired or if stipulated legal driving and rest times would be exceeded. In such cases, the user has the obligation of checking the third party before handing over the vehicle to be driven by him and must specifically ensure that he meets the criteria of Paragraph 2.2 in terms of minimum age and permission to drive. Attention is drawn to the arrangements under Paragraph 10 in respect of the consequences of infractions.

7.2 Obligation of checking for damage, dirt and roadworthiness

Before driving off, the user must check the vehicle for dirt as well as deficiencies and damages that are not mentioned under the damages menu of the logon process. Deficiencies and damages recognised by the user that are not mentioned under the damages menu of the logon process (= new damage) must be reported by the user to the Service Centre. The Service Centre will then decide whether the journey may be started, in spite of the damage. It is mandatory to report new damage before starting the engine, in order to be able to properly ascribe the damage to party that caused it. If the user does not report any new damage, the vehicle will be considered to be in optically and technically perfect state (with the exception of already existing damage that is mentioned under the damages menu). The user must also convince himself, before driving off, of the roadworthiness of the vehicle and must specifically visually inspect the tyres. Should the rented vehicle be an electric vehicle, the driver must also verify that a charging cable is present in the vehicle. Attention is drawn to the arrangements under Paragraph 10 in respect of the consequences of infractions.

7.3 Obligation of abiding by the German Highway Code (StVO, Strassenverkehrsordnung) and of treating the vehicle with care

The user must abide by the German Highway Code (StVO, Strassenverkehrsordnung) and treat the vehicles with good care and use it in accordance with the instructions in the manual, the operating instructions, the vehicle documentation and the manufacturer's specifications.

7.4 Forbidden behaviour

The user is forbidden to use the vehicle for the following purposes:

- a) for motor sport purposes, particularly for events that are held for the purpose of reaching the highest possible speed,
- b) for vehicle tests, driver training and driver safety training and for driving on unpaved roads,
- c) for commercial passenger transport and other forms of carrying passengers on commercial basis (hire and reward),
- d) for secondary renting or for advertising activities of the user,
- e) for committing criminal offences, even if they are only punishable under *lex loci delicti*.
- f) for transporting easily inflammable, poisonous or other hazardous substances,

- g) for transporting objects that, in view of their shape, size or weight, could impair the driving safety or that could damage to the interior or exterior of the vehicle,
 - h) for towing trailers, vehicles or other objects,
 - i) for transporting animals, unless they are held in a closed cage that is kept safely in the boot.
- The user is also forbidden

- j) to use the vehicle outside Germany, except in the case of partner offers (e.g. Hochzillertal skiing package) where the location of fulfilment is abroad,
- k) to drive the vehicle under the influence of alcohol (maximum limit of 0.0 ‰), drugs or medication that could affect the ability to drive,
- l) to transport children under the age of 12 years or shorter than 150 cm without making use of a suitable, approved restraint that is appropriate for the age of the child (infant carries, child seat, booster cushion). The user must follow all manufacturer's instructions in respect of mounting and demounting child restraint systems,
- m) to grossly pollute the DriveNow vehicle or to leave any kind of waste behind in the vehicle,
- n) to smoke in the DriveNow vehicle or to permit passengers to smoke,
- o) to remove accessories from the vehicle,
- p) to overload the vehicle or to transport more people than for whom there are seats in the vehicle equipped with safety belts,
- q) to carry out repair work on the vehicle, to mount parts on the vehicle, to demount mounted parts from the vehicle or to charge third parties with doing so,
- r) to leave the front passenger airbag deactivated upon returning the vehicle.

8. Liability of the User, Insurance Protection and Excess of the User

8.1 In the event of damage to the vehicle, loss of the vehicle and/or infractions of the agreement, the user is fundamentally liable as provided for by law. The liability of the user does also apply in terms of consequential costs, such as for experts, towing, value impairment, increased insurance premiums and forgone renting opportunities.

8.2 In respect of all DriveNow vehicles, there is third-party liability insurance and partially comprehensive insurance, to the usual extent.

8.3 The liability of the user in terms of forgone renting opportunities for the rental company is, in principle, restricted to EUR 350, except where otherwise agreed. The contractual exemption from liability agrees with the concept of fully comprehensive insurance. In this case, the user is only liable for damages up to that amount. There is no entitlement to the contractual exemption from liability, if the damage has been wilfully caused. If the damage is the result of gross negligence, DriveNow will have the right of reducing its obligation to grant exemption from liability in proportion to the severity of the negligence.

8.4 Damage that is the result of improper treating and/or operating the vehicle, such as incorrect gear changing, ignoring warning lights, filling up with the wrong type of fuel or shifting of the load, does not fall under the exemption from liability.

8.5 Except where otherwise arranged in this GTC, the Allgemeine Bedingungen für die Kraftfahrtversicherung (AKB, General Conditions for Motor Vehicle Insurance 2008) (hereinafter referred to as "AKB"), as issued by the Gesamtverband der Deutschen Versicherungswirtschaft e.V. (GDV, General Association of the German Insurance Industry), apply to the above mentioned insurance coverages and liability exemption.

8.6 If DriveNow receives payments from insurance companies or from third parties in relation to a damage event, those payments will be applied to the damage compensation obligations of the user.

8.7 The user is liable to the full extent for infractions of the law that he commits during the period of use of the vehicle and in connection with parking upon returning it, especially in terms of traffic violations and breaches of law and order. The user commits himself to indemnifying DriveNow against all fines and penalties, fees, towing costs and any other expenditure that may be imposed on DriveNow by the authorities or other bodies in respect of the infractions mentioned above.

8.8 There will be no entitlement to contractual exemption from liability as per Paragraph 8, Point 3, if a user wilfully infringes an obligation, particularly if it is in breach of his obligations under Paragraph 7. If the event that infringement of an obligation of the user is the result of gross negligence on his part, DriveNow will have the right of reducing its obligation to grant exemption from liability in proportion to the severity of the negligence. The indemnification obligation remains limited to the agreed amount of excess per damage event, if the infringement of the obligation is neither the cause of the damage event occurring nor determinant for the extent of the damage to DriveNow; this does not apply if the infringement was caused with deceitful intent.

9. Obligations in case of Accidents, Damage, Theft, Destruction and Loss of the Vehicle in Other Ways

9.1 Accidents, damage, theft, destruction and loss of the vehicle in other ways must be reported forthwith to DriveNow, by telephone. The user has the obligation of ensuring that all reasonable measures have been taken for gathering evidence that could lead to reducing the (amount of) damage. For that purpose, the user must report all damage events to the police. Also in the case of purely material damage, officers from the nearest police station must be requested to draw up a report on the accident within the meaning of Article 34, Paragraph 1, No. 7, German Highway Code

(StVO, Strassenverkehrsordnung). That also applies in the case of minor damage and in the case of damage caused by the user himself, without the involvement of third parties. Should the police refuse to draw up a report, the user must provide suitable proof of that fact to DriveNow (e.g. by means of a written confirmation of the police or by stating which police station was notified and refused to draw up a report, which must include date and time of the telephone call). If no harm was caused to third parties or — in the case of purely material damage — it will have been possible to exchange data with the harmed third party within the meaning of Article 34, Paragraph 1, Nos. 5 and 6, German Highway Code (StVO, Strassenverkehrsordnung), notification of the nearest police station may exceptionally be dispensed with, if only the paint of the vehicle got slightly damaged (scratches, and similar). Though, in such a case, the user will always be obliged to report the damage forthwith to DriveNow, whilst submitting an accident report as per Point 5. Should the vehicle be damaged by unknown third parties (parking damage, hit-and-run accident), the user must always — also in the case of minor damage — notify the nearest police station and require that a report on the damage will be drawn up.

9.2 Subject to Point 1 the user may only leave the scene of the accident, if

- a) the police have completed recording the facts and the vehicle has been handed over to a towing service, or
- b) the police has been parked within the business area, after coordination with DriveNow. Continuing the journey is only allowed with the express consent of DriveNow.

9.3 Those obligations on the user are lifted, if he leaves the scene of the accident with justification or excuse, on account of injuries to a person, who was involved in the accident.

9.4 If the vehicle cannot drive any more or should it no longer be roadworthy, the user must bear all costs that are incurred for returning the vehicle, if he was himself responsible for the accident. Even in case of an accident, the rental agreement will only be terminated after the vehicle will have been properly returned in accordance with Paragraph 6, and the usage fees will be charged accordingly. If the vehicle cannot drive any more or should it no longer be roadworthy, the rental agreement will terminate, after consultation with DriveNow, upon handing over the vehicle to the towing service.

9.5 Furthermore, the user has the obligation to send DriveNow immediately a written accident report and, subject to Point 1 state the case number of the police. All instructions from the DriveNow Service Centre must be followed. The user is forbidden to acknowledge guilt respectively to make payments or to take other actions with regard to the damage in respect of settling any possible liability claims that could amount to or be construed as admission of guilt (compromising the insurance protection). Upon the request of DriveNow, the user must completely fill in the damage form that has been provided by DriveNow and to return it, duly signed, within seven days to DriveNow. If the insurance company does not settle the matter as a result of belated returning, DriveNow reserves the right of charging all costs in connection with the accident to the user.

9.6 The repair workshop can only ever be selected by DriveNow alone. In all cases, only DriveNow is exclusively entitled to receiving compensation payments in relation to damage to vehicles of DriveNow. Should the user have received any such payments from third parties, he must pass them on to DriveNow without being requested to do so.

10. Contract penalties and user obligation to pay compensation

10.1 Liquidated damages and evidence of lesser or greater damage

Damages suffered by DriveNow as a result of culpable user conduct contrary to the contract will essentially be charged to the respective user in accordance with applicable statutory regulations. In particular, this applies insofar as liquidated damages are provided for under these GTC or in the list of rates. Liquidated damages solely concern the figure detailed in the list of rates in respect of a specific amount and not a minimum sum or expense-based billing. Irrespective of whether these GTC in conjunction with the list of rates provide for liquidated damages, the user is nonetheless entitled to furnish evidence demonstrating the absence of damage or depreciation or that any such damage or depreciation is of a value considerably lower than the figure for liquidated damages. Conversely, DriveNow reserves the right to furnish evidence of the instance of greater damage than the amount specified as liquidated damages. Contract penalties likewise regulated under this section will be credited against the respective DriveNow claims for compensation resulting from the commensurate action.

10.2 Unclean condition of the vehicle

The user shall pay for cleaning costs to remove refuse of any kind left in the vehicle in accordance with the list of rates applicable at the time of rental.

10.3 Insufficient distance to empty

Where the user returns a vehicle that does not show the requisite distance to empty of 15 km, the user in question shall bear any additional costs incurred to transfer the vehicle for refuelling or recharging in addition to any applicable repair costs.

10.4 Causing a need for technical assistance

Any costs incurred as a result of the user requiring technical assistance owing to incorrect operation of the vehicle or access system will be charged to the user in accordance with the list of rates applicable at the time of rental.

10.5 Use of the vehicle for a criminal offence

For each instance of use of a vehicle for the purpose of a criminal offence, the user will be obliged to pay a contract penalty in accordance with the list of rates applicable at the time of rental.

10.6 Transfer of the vehicle or access data to a third party

For each infringement of the requirement to ensure that rented vehicles and access data are not transferred to third parties, the user shall be obliged to pay a contract penalty in accordance with the list of rates applicable at the time of rental.

10.7 Administrative offences

As settlement for costs incurred by DriveNow for processing enquiries submitted to DriveNow by law enforcement authorities investigating administrative and criminal offences committed during the rental period, the user shall pay DriveNow a flat-rate amount for costs per individual case in accordance with the list of rates applicable at the time of rental.

10.8 Moving the vehicle

Should DriveNow be required to move the vehicle owing to culpable infringement of the obligations stated under Paragraph 6 or where a towing service is instructed to move the vehicle by a third party/official authority, the user shall indemnify DriveNow in respect of all commensurate charges and other costs, in particular costs for towing the vehicle. In addition, DriveNow shall also be paid the flat-rate costs detailed in the list of rates applicable at the time of rental.

10.9 Refuelling contrary to the contract

The user agrees to pay a contract penalty of EUR 500 for each case of culpable use contrary to the contract of the fuel card/charging card or charging cable, whereby DriveNow may also require the payment of compensation. Any contract penalty paid will be credited against the claim for compensation.

10.10 Replacement of DriveNow ID, parking card or fuel card

Should the fuel card, parking card or DriveNow ID need to be replaced owing to conduct on the part of the user, the user shall pay the commensurate cost in accordance with the list of rates applicable at the time of rental, save for where responsibility for the cause leading to respective replacement lies with DriveNow.

11. Fees, terms of payment, billing

11.1 Payment as per list of rates

DriveNow will charge the user fees for the use of the vehicle in accordance with the list of rates applicable at the time of rental. The current price list is available to view online at www.drive-now.com. DriveNow may amend the list of rates at any time for future rentals.

11.2 Due date

The rental price including statutory value added tax is payable at the end of the agreed rental period. Fees for all other services provided by DriveNow are immediately payable upon conclusion of contract.

11.3 Billing

Invoices will either be sent to the user by DriveNow via email or will be made available for electronic download within the user's password-protected user area. Electronic invoices are sufficient for the application of input tax where statutory requirements are met.

11.4 Credit card payments

In the case of payment by credit card, the user is obliged to pay a deposit of a maximum of EUR 25 at the start of the rental period to fulfil commensurate obligations. DriveNow is not obliged to hold the deposit separate from its other assets. The deposit is not subject to interest. DriveNow may also assert its claim to payment of a deposit well after the start of the rental relationship. As an alternative to charging the user's credit card, DriveNow may reserve the deposit amount on the credit card.

11.5 Direct debit payment

- a) In the case of payment by direct debit authorisation/standing order, the user shall ensure sufficient funds are available on the bank account in question immediately following receipt of the respective invoice. In the event of default, the customer will be liable for statutory default interest and administrative costs. The right to assert a claim for additional default compensation remains without prejudice herefrom.
- b) The payment amount is immediately payable through collection by the external partner Billpay GmbH [www.billpay.de/endNutzern/] from the current account provided at the commensurately stated bank (current account). The stated current account may only be an account held by a private person. Settlement using a business bank account is not possible. You hereby grant Billpay GmbH a SEPA direct debit authorisation to collect due payments and also instruct your bank to pay the direct debit. The Billpay creditor identification number is DE19ZZZ00000237180. A mandate reference number will be emailed to you separately. Note: you may request a refund of the amount debited within a period of eight weeks from the date of direct debit, whereby the terms and conditions agreed with your bank will apply. Please note the payable amount will nonetheless remain due for payment in the case of a returned debit. Further information is available from <https://www.billpay.de/sepa>. Advance notice of the SEPA direct debit payment will be sent to you at least one day prior to the due date using the email address that you provided.

- c) Payment by direct debit is, amongst other things, subject to a successful identity and credit check by Billpay GmbH [www.billpay.de/endNutzern/] in addition to the provision of a private current account with commensurate IBAN and BIC capability. Where payment by direct debit is authorised for the user following the credit check, payment will be settled in cooperation with Billpay GmbH, which is tasked with handling our payment claims. In this case, the user is able to discharge its payment obligations solely through Billpay GmbH. In the event of payment by direct debit via Billpay, we nonetheless remain responsible for general user queries, complaints etc. The general terms and conditions of Billpay GmbH [www.billpay.de/allgemein/datenschutz/] apply accordingly.
- d) By providing details of the private current account, you confirm that you are authorised to set up direct debits on the commensurate private current account and will ensure sufficient funds to cover payments. Returned debits generate an increase in administration and costs for DriveNow and Billpay GmbH. In the case of a returned debit (owing to insufficient funds on the current account, lapse of the current account or unjustified objection by the account holder), you authorise Billpay to resubmit the direct debit pertaining to the outstanding payment obligation on one further occasion. In any such event, you will be obliged to pay any costs resulting from the returned debit. The right to assert additional claims remains in effect. Given the expense and costs involved with returned debits and to avoid administrative charges, we request that in the case of cancellation, withdrawal from the single rental agreement, or complaints, you do not oppose the direct debit. In any such event, following agreement with DriveNow, the payment in question will be reimbursed by means of reverse transfer of the commensurate amount or by credit note.

11.6 Authorisation to debit fees and flat-rate payments

The user authorises DriveNow to also charge the payment account provided by the user, for all subsequent rentals and any other fees payable by the user as a result of or in connection with the rental (such as registration fees, administration fees in the event of infringement of traffic regulations, tolling offences, contract penalties etc.).

12. Refuelling, fuel card

12.1 Insofar as possible, the fuel card/charging card provided in the vehicle is to be used for refuelling/recharging. At some fuel stations/charging stations the user is required to pay the fuel charge; where this is the case the billed amount will subsequently be refunded to the user against submission of the original receipt.

12.2 The user agrees to use the fuel or charging card and charging cable solely for refuelling/charging the rented vehicle. DriveNow reserves the right to report any other use of the fuel card/charging card or charging cable to the responsible law enforcement authorities.

13. Term of the master agreement, cancellation, blocking

13.1 This DriveNow master agreement is concluded for an unlimited period and may be cancelled in writing by either of the contracting parties subject to a period of notice of 6 weeks to the end of a given quarter. Where the user has taken out insurance, the DriveNow master agreement may, in deviation thereof, be ordinarily cancelled by each of the contracting parties with effect from the date of expiry of the insurance term at the earliest.

13.2 The right of the contracting parties to extraordinary cancellation of the DriveNow master agreement, particularly owing to serious contractual infringements, remains without prejudice. Specifically, serious contractual infringements include violations of Paragraph 7 (1) or (4) above.

13.3 Where the user has taken out insurance, in the event of extraordinary cancellation of the DriveNow master agreement, the user shall not be entitled to any pro rata refund of the insurance premium paid.

13.4 The access medium will be blocked upon termination of the master agreement.

13.5 In the event of culpable contract infringements by the user, specifically in the case of payment default or violations of the obligations pursuant to Paragraph 7 (1), (3) or (4) above, DriveNow may temporarily preclude the user from using the vehicle and block the access medium with immediate effect. The user will be promptly notified of any such preclusion via email.

14. Liability on the part of DriveNow/lost property

14.1 With the exception of infringement of obligations material to the contract, DriveNow bears responsibility to the user solely in the case of wrongful intention or gross negligence on the part of its legal representatives and vicarious agents. Obligations material to the contract are obligations that essentially enable due and proper performance of the rental contract by DriveNow, the compliance with which may be and is regularly relied upon by the parties involved. Liability without fault on the part of DriveNow for initial defects in the vehicle is precluded.

14.2 The aforesaid limitations of liability shall not apply in the case of injury to life, body or health, or in relation to the fraudulent concealment of a defect, assumption of a guarantee or procurement risk or in accordance with the German Product Liability Act (Produkthaftungsgesetz).

14.3 DriveNow accepts no responsibility for objects left behind in the vehicle following termination of the rental, whereby this shall not apply in the event of wrongful intention or gross negligence on the part of DriveNow, its representatives or vicarious agents. Lost property may be held by DriveNow

for a maximum period of four weeks. Should the owner fail to claim the items in question within this period, lost objects will be destroyed and items of value handed over to the municipal lost property office. In the case of return consignment of lost property, the user agrees to pay an additional fee in accordance with the list of rates applicable at the time of rental.

15. Privacy policy

15.1 DriveNow is entitled to collect, process and use your personal data, together with customer-specific usage and vehicle data (including vehicle locational data), insofar as required for performance of the DriveNow master agreement and single rentals.

Each single rental event records and lists in the invoice the place of departure and destination, departure and arrival times and duration of use.

15.2 DriveNow reserves the right to collect, process and use usage and vehicle data (including vehicle locational data), insofar as required for the detection and rectification of errors and failures, to ascertain and process claims to recourse, or to further develop DriveNow services. DriveNow will process your usage and vehicle data for the aforementioned purposes separately from your contract details in order to prevent identification of you as the driver, except for in justified exceptional circumstances (as in no. 15.4 and 15.7)

15.3 DriveNow uses Google Maps API applications to determine the current location of a vehicle and display the nearest available car. These applications are essential for the functionality and comprehensive availability of all DriveNow services. Utilisation of Google Maps by DriveNow is required to determine the respective current vehicle location and provide customers with the nearest available cars. The application also records the destination, departure and arrival times and duration of use. This information is not forwarded to Google; the transfer of all locational data to Google occurs anonymously.

15.4 Insofar as objective circumstances exist indicating a case of emergency or infringement of essential provisions of the master agreement or single rental agreements (in particular theft, accidents or substantial damage to the rental vehicle), DriveNow shall be entitled to determine the geolocation of the vehicle in question to investigate the situation and initiate support measures where necessary.

15.5 Identity and credit-standing check when choosing Billpay's payment method „direct debit“. If you decide to use the payment option offered by our partner, Billpay GmbH, of paying by direct debit [<https://www.billpay.de/endkunden/>] you will be asked during the selection process to consent to the data required for processing the payment and for an identity and credit-standing check to be transmitted to Billpay. If you give your consent, your data (first name and last name, street, house number, postal code, town, date of birth, telephone number and in the event of a purchase by direct debit the account details provided) as well as the data in connection with your order are transmitted to Billpay. For the purposes of its own identity and credit-standing check Billpay, or partner undertakings instructed by Billpay, transmits data to rating agencies (credit rating agencies) and receives information from them and, as the case may be, credit-standing information from said agencies on the basis of mathematical-statistical methods, the calculation of which includes inter alia address data. For detailed information on this and the credit reference agencies used please see Billpay GmbH's data protection provisions [<https://www.billpay.de/allgemein/datenschutz/>]. Furthermore, Billpay may use the support tools of third parties for detecting and preventing fraud. The data obtained from said support tools may be stored at third parties in encrypted form so said data can only be read by Billpay. Said data will be used only if you choose one of the methods of payment of our cooperation partner, Billpay; otherwise the data expires automatically after 30 minutes.

15.6 Rentable cars are deployed as 'mobile traffic sensors' using Floating Car Data (FCD). Specific vehicle positioning and sensor data ascertained when underway are anonymously sent together with current times to the BMW ConnectedDrive centre and a traffic service provider.

15.7 Forwarding of personal data to third parties only occurs where necessary to fulfil performance of the master contract or single rentals (invoicing in accordance with (5) above), or where commensurate personal consent has been provided. Personal data is only forwarded to public entities such as regulatory or law enforcement authorities to the extent permitted by law.

15.8 In connection with data use specified in Paragraph 15, DriveNow engages nominated providers that process personal data solely according to instruction and subject to controlling by DriveNow.

16. Terms of use for the DriveNow vehicle database

Vehicle details and locational data pertaining to our DriveNow cars that the user can also access via the map display, are used to present data on the DriveNow website and DriveNow app. Automatic intermediate storage of this data for private data display, for example within a browser cache or app, is permitted. Any other private or commercial duplication, dissemination, public showing or forwarding of vehicle details and locational data is prohibited insofar as any such duplication, dissemination, public showing or forwarding of data involves more than an insignificant part of the database in terms of the type and amount of data. The rights of free use for the purpose of scientific or teaching activities in accordance with Article 87c of the German Copyright Act (UrhG) and application in judicial and official proceedings remain without prejudice. Digital map rights rest with the respective map provider. The terms of use of the respective provider, which can be retrieved via links within the map, apply.

17. General provisions and legal venue

17.1 This business relationship is subject to German law.

17.2 The user has a right to offset solely where the respective counterclaims are judicially non-appealable or are uncontested or acknowledged by DriveNow. Furthermore, the user will be availed of a right of retention solely where and insofar as the counterclaim is established under the same contractual relationship.

17.3 For all present and future claims arising from business relationships with commercial entities, the exclusive legal venue is Munich, Germany. The same applies wheresoever the user has no general, domestic legal venue, changes their domicile to a foreign country following conclusion of contract, or where the domicile or usual place of residence is not known at the time the action is brought.

17.4 No verbal subsidiary agreements have been concluded. All amendments and supplements to this contract require written form, whereby an email will be deemed sufficient.

17.5 Should individual or multiple provisions of this contract be inoperative or invalid, the validity of all other provisions of the contract will remain without prejudice therefrom. DriveNow and the user agree to close any commensurate gaps to meet the purpose of the provisions and acknowledged intent of the contracting parties.

17.6 These GTC are executed in the German and English languages. In the event of any inconsistencies, the German version shall prevail.