

## General terms of OP's car sharing service

### 1. General terms and OP's right to change them

These general terms are applied between the Customer (hereinafter Customer) and OP Co-ride Oy (hereinafter OP) for OP's car sharing service (hereinafter Service) operated in Helsinki, Finland. These terms must be accepted by the Customer prior using OP's Service.

OP has the right to change these general terms unilaterally, provided the changes are reasonable for the Customer. OP will inform the Customer of any changes in the terms well in advance and at least 30 days before they come into effect. The new terms will apply for car rentals as of the date that was indicated in the notification. Customers that do not accept the changes have the right to terminate the agreement as specified in section 12.

### 2. Prerequisites for using the Service

Customer must fulfil the following conditions in order to use the Service:

- The Customer must be a natural person of at least 21 years of age; and

The Customer must have a passenger car driver's licence valid for driving in Finland at least for 12 months without interruption.

### 3. Customer's details and notification of changes

When registering, Customers give their personal details, including name, address, email address, telephone number, driving licence number which is the same as personal identity code the), payment instrument and method, and information about their driver's licence category and any restrictions. Customers are obliged to inform OP, without any undue delay, about any changes to information given.

When registering, a Customer creates a customer account. Once registered, the Customer will go through an online identification procedure through the DriveNow App where the customer is asked to upload documents needed for identification. After successfully passing the identification process, the customer profile is activated and a DriveNow customer card is sent to the address specified during the registration.

The DriveNow customer card is the property of OP, and the Customer must inform OP if the card is lost or destroyed. The Customer must also inform OP if a third party has been able to access the Customer's DriveNow customer card, PIN or user account's log-in details. OP must be informed of such either by telephone to the car sharing customer service number 0100 0511 or by email to [asiakaspalvelu@drive-now.fi](mailto:asiakaspalvelu@drive-now.fi).

When registering, the Customer must select a PIN that is used for identification when starting to use a car.

Customers must handle the DriveNow customer card, PIN and customer account log-in details with care and not hand over any of them to a third party. Customers must also store any details so that nobody else has access to them. Customers must keep the PIN separate from the DriveNow customer card, and it may not be kept in a DriveNow vehicle. The user account is non-transferable and is closed automatically if the Customer dies.

### 4. Checking the right to drive

OP has the right to check the Customer's licence to drive before the first rental, and also regularly during the validity of the agreement.

The Customer is obliged to inform OP if his/her right to drive is restricted or removed, regardless of whether the restriction or removal is temporary or permanent. If the Customer's right to drive is restricted in any way (also conditionally), OP can use its discretion to forbid use of the Service altogether.

### 5. Unlocking and renting a vehicle

The Customer's right to drive must be checked in accordance with section 4 before he/she can rent a car. Any car rental can last only up to 48 hours unless otherwise agreed between the Customer and OP. The Customer must return the vehicle inside the operating area before the maximum rent period is exceeded.

When renting a vehicle, the Customer can make an advance reservation or decide not to do so. An advance reservation is made by means of a mobile application, which requires the customer to log in first. If a Customer has made an advance reservation, OP undertakes to have the vehicle available for the Customer for the duration of the reservation.

A Customer can reserve a vehicle in advance without a reservation fee for 15 minutes. If the Customer does not rent the vehicle within that period, OP will release

the vehicle for others to rent.

Customers who want to reserve a vehicle in advance for more than 15 minutes must pay a reservation fee according to the price list published on the DriveNow homepage.

Customers can reserve a vehicle either by using their DriveNow customer card or DriveNow mobile application. After this the Customer must either start using the vehicle by renting it or lock the vehicle. If a Customer starts using the vehicle, the Customer accepts payment for the rental at that exact moment when the customer either confirms the PIN entry with selecting "OK" or selects "start rental" on the vehicle's screen by using the controller between the seats.

### 6. Termination of rental agreement, and returning the vehicle

Customers and OP have the right to terminate the renting of an individual vehicle that was rented in accordance with this service agreement. Customers can end the renting by holding their DriveNow customer card in the card reader, or by means of the DriveNow mobile application. Once the rental agreement has been terminated, the vehicle must be freely available for other users.

The vehicle must be returned after the rental period to the DriveNow business area in accordance with the parking regulations. Approved parking areas are listed at [www.drive-now.fi](http://www.drive-now.fi). In addition to the approved parking areas on the website, DriveNow may indicate other approved parking areas on the vehicle's screen. The Customer can end the renting by parking the vehicle in accordance with the Road Traffic Act in a car park approved by OP. Customers may also end the renting by handing the vehicle over to the next user by means of the 'Handshake' option. We recommend that customers read carefully section 9 of the general terms concerning liability relating to situations where vehicle renting ends.

Customers may end the car rental outside the zone only by specific permission from OP. OP may charge a separate fee for this, as stated on the price list valid at the time the car rental ends.

The Customer may leave the vehicle after rental to a parking place where parking time has been limited (such as "7 am - 5 pm" or "Mon-Fri 8 am - 4 pm"), provided the restriction does not come into effect until 48 hours has elapsed from the time when the vehicle rental ended and the vehicle was parked there. This also applies to other driving restrictions which have been notified of but which have not yet come into effect.

If a Customer is unable to terminate a car rental with the DriveNow mobile application (owing to problems with the telephone connection, for example), the Customer must park the car on some other approved parking area and attempt to end the rental again. If ending the rental is still unsuccessful, the Customer may call OP's car sharing customer support either using the vehicle's own system or his/her own phone on 0100 0511 and end the rental that way.

The Customer must ensure that when the rental ends, the on-board computer shows that there is enough fuel left for at least 15 kilometres. We recommend that customers read carefully section 9 of the general terms concerning liability relating to situations where vehicle renting ends.

When ending the rental in accordance to the DriveNow parking regulations, the Customer must check carefully that all windows, sunroof and any hood are properly closed, the doors locked and lights switched off. All documents and accessories must be left inside the car, including the fuel card and recharge cable that were in the car when the Customer started using the vehicle. We recommend that customers read carefully section 9 of the general terms concerning liability relating to situations where vehicle renting ends.

### 7. Customer's responsibilities

#### The car may not be handed over to a third party.

The Customer may not give the vehicle for third-party usage, nor is any third party allowed to drive the vehicle. A third party may only drive the car in an exceptional situation, that is, when the Customer's driving ability is reduced or it is not safe for the Customer to drive the car any more. In situations like this the Customer must ensure that the third party has the right to drive and is at least 21 years old. In any case, the DriveNow Customer Service needs to be notified.

#### Duty to check any damage or dirt, and roadworthiness

Before starting to use a vehicle, the Customer must check it for any damage, defects and dirt. Any damage or defects not listed on the defect list which is displayed on the on-board computer screen and in the DriveNow App, must be reported to OP's car sharing customer service either by phoning 0100 0511, through the vehicle's own system or by using the call function in the DriveNow App. The

customer service will decide whether the vehicle can be used despite the damage or defect. Reporting any damage or defect to customer service is compulsory in order that OP can charge the costs from the correct user. If a Customer does not report any defects or damage that are not on the list, we assume that the vehicle had no other defects or damage when the Customer started using it than what were already listed. The Customer is responsible for any damage of defects to OP according to section 9 caused to the vehicle while being used by the Customer before the next customer starts using it. When starting to use a vehicle, the Customer must also check the tyres visually, to ensure that the vehicle is roadworthy and, in case of electric cars, that a recharger cable is found.

#### **Following the Road Traffic Act, and careful use of the vehicle**

Customers must follow the Road Traffic Act and use the vehicle with care, taking into account the vehicle's operating instructions and any other instructions provided by the manufacturer or related to the vehicle.

#### **Forbidden use**

The Customer may not use the vehicle for the following purposes:

- car sports or any other race;
- vehicle testing, driver instruction or traffic safety education or driving on roads that are not maintained;
- to offer chargeable traffic services or car rental;
- the Customer's marketing purposes;
- to commit a crime;
- to carry inflammable, toxic or otherwise hazardous substances;
- to carry items that owing to their shape, size or weight may compromise traffic safety or damage the vehicle;
- to pull or tow a trailer, camper van or any other object; and
- to transport animals, unless the animals are inside a cage designed for the purpose, and the cage is in the vehicle's luggage space.
- Dangerous driving

#### **It is also forbidden to**

- drive the vehicle outside Finland;
- drive the vehicle under the influence of drugs, alcohol (the limit being 0.0%) or any medication that affects the ability to drive; carry a child without an approved child car seat or baby carrier that is appropriate to the child's size. According to the Road Traffic Act, a child less than 135 in height must travel in a child car seat, and may not be kept in the front seat nor in a rear-facing child seat;
- make the vehicle dirty or leave litter in the vehicle after use;
- smoke or allow any passenger to smoke in the vehicle;
- remove parts or accessories from the vehicle;
- have more people in the vehicle than what it is registered for and for whom there are seat belts;
- repair the vehicle, attach or remove any parts or accessories to the vehicle or to have a third party do any of the above; and
- fail to activate the front-seat airbags when returning the vehicle.

#### **8. Customer's responsibility, insurance and Customer's excess**

The Customer is obliged to handle the vehicle with care. If the vehicle or its accessories have been damaged or have disappeared while being in the Customer's use or as a result of action caused by the Customer, the Customer will be responsible for them in accordance with general regulations regarding liability.

OP has insured the vehicles. All vehicles have a statutory Motor third party liability insurance as well as a Comprehensive motor vehicle insurance covering damage caused to the policyholder's own motor vehicle. (Comprehensive motor vehicle insurance deductible is 1000 euros).

The Customer is entitled to receive the insurance terms and conditions upon request.

Insurance does not as a rule cover situations in which the Customer has handled the vehicle against instructions or the agreement, for example by using the gears against instructions, by ignoring any warning lights, by putting the wrong fuel in the tank, by endangering other traffic participants through reckless driving or by transporting goods against the agreement.

If OP receives compensation from an insurance company following a loss caused by a Customer, the amount of compensation is subtracted from the Customer's compensation liability.

#### **9. Customer's liability for damages**

If a Customer uses a car carelessly or damages the car deliberately, or someone else acts this way on behalf of the Customer, the Customer will be responsible for the loss as specified in the price list on the car sharing website [www.drive-now.fi](http://www.drive-now.fi). If the price of the loss has not been specified in the price list, the Customer is responsible for compensating to OP any costs for repairing it, including not only the actual repair costs but also any costs for transferring the vehicle, administrative fees etc. The Customer must understand that the insurance does not compensate

losses caused by the Customer deliberately or through gross negligence, in which case the insurance company is entitled to demand any compensation paid to a third party from the Customer. This means that the Customer is also responsible for a loss caused to a third party.

OP has unilateral right to change the price list. As to the Customer's compensation liability, a price list is applied that was valid when the Customer began using the car.

The Customer is obliged to compensate costs caused by cleaning the vehicle if the vehicle became exceptionally dirty during the rental. A normal amount of dirt on the car will not result in liability for compensation.

Customers are obliged to pay a compensation as stated in the price list if, at the end of their rental, there is not enough fuel in the tank according to the on-board computer for at least 15 kilometres. The compensation includes an administrative fee and the cost of having the vehicle transferred to a petrol station.

The Customer is obliged to pay compensation according to the price list if the Customer requires technical support for using the vehicle in breach of the terms and conditions. Giving advice to the Customer with regard to use that conforms to the agreement will not result in compensation liability.

Customers are obliged to pay compensation as stated in the price list if they hand over their DriveNow customer card, PIN or DriveNow account's log-in details to a third party.

The Customer is obliged to pay an administrative fee as specified in the price list if OP must respond to questions from the authorities owing to an administrative or criminal offence committed during the vehicle's rental. The compensation consists of office expenses and an hourly charge incurred when finding information to investigate the matter.

The Customer is obliged to pay compensation as stated in the price list if, after use, the vehicle has been parked in breach of section 6. The compensation is based on an administrative fee and costs for moving the vehicle to another place.

The Customer is obliged to pay to OP any expenses caused by having to move the vehicle as a result of it being parked in breach of section 6 or if the vehicle is moved by the authorities. The Customer is obliged to pay the price stated in the price list for moving the car.

OP will always inform the police if the Customer uses the fuel card under false pretences or in breach of this agreement. In addition to this, OP has the right to charge the Customer for payments made with the card under false pretences or in breach of the terms and conditions, and demand the Customer to compensate for it.

The Customer is obliged to pay compensation as stated in the price list because, owing to a reason related to the Customer, the fuel card, parking card or DriveNow customer card must be renewed.

#### **10. Payment terms and invoicing**

OP will charge Customers according to the price list available at OP's car sharing service's website at [www.drive-now.fi](http://www.drive-now.fi). OP has unilateral right to change the price list. The price charged from a Customer is determined on the basis of the price list that was valid when use of a car began.

The Customer must pay the rent as specified in the price list at the end of the rental. Payment of other services related to OP's car sharing service will fall due when they have been concluded.

The bills are sent to the Customer either by email or made available for downloading by means of a password-protected user account.

When using a credit card, the Customer accepts a pre-authorization of up to 25 Euros at the beginning of the rental. OP is not obliged to set aside this advance payment from its own or other customers' assets. No interest is paid on the advance payment. OP may demand an advance payment also after the vehicle has been taken in use. With regard to the advance payment, OP may either charge the Customer's credit card or make a preauthorisation.

The Customer authorises OP to charge an account designated by the Customer for any payable rent and other rental fees, including any fines and toll fees.

#### **11. Refuelling and the fuel card**

The Customer must use the fuel card found in the vehicle as long as it is accepted at the petrol station. If the petrol station does not accept the fuel card as a payment instrument, the Customers must first pay for the fuel themselves, and OP will refund the fuel to the customer against the original receipt. The Customer may only use the fuel card or charging card/cable to refuel/recharge the rented vehicle. If the fuel card/charging card is used in breach of what is stated above, OP has the right to report the matter to the police or other appropriate authority.

## 12. The agreement's validity, termination and cancellation, and prevention of use

This agreement and these general terms and conditions are valid until further notice. Either party has the right to terminate the agreement with a notice period of 30 days.

However, a party has the right to terminate the agreement immediately if the other party is in material breach of its contractual obligations. A Customer failing to hand over a vehicle to the following person, and forbidden use of the vehicle as specified in section 7 are considered material breaches.

If a Customer is in serious breach of his/her contractual obligations, OP may prevent the use of the vehicle and prevent access to the vehicles. OP will inform the Customer of such by email without delay. This applies in particular to situations in which the Customer has neglected his/her payment obligations, handed over the vehicle to a third party, used the vehicle in a forbidden way as specified in section 7, acted in breach of the Road Traffic Act or otherwise neglected careful handling of the vehicle.

## 13. OP's responsibility for property left in a vehicle

OP will not be responsible for property left in a vehicle or for situations in which another user takes property that was left in the vehicle. Any property that ends up in the possession of OP will be kept for up to 4 week upon discovery. If the Customer does not claim his/her property within this time, it will be destroyed or, if it is considered valuable enough, it is taken to the premises of OP Co-ride Oy. OP has the right to charge an office expense according to the price list for any returned property.

## 14. Data protection

The Service is provided in co-operation with Drive Now GmbH & Co and both OP and Drive Now GmbH & Co act as controllers with respect of personal data collected and may also transfer and disclose such data to each other in connection with the Service.

The processing activities of OP are described in more detail in OP's privacy policy ("tietosuojaseloste" in Finnish). For more information in relation to the processing activities of Drive Now GmbH & Co, please see <https://www.drive-now/de/en/privacy>.

In particular, both OP and DriveNow are entitled to collect, process and use customer personal data, together with customer-specific usage and vehicle data (including vehicle locational data), insofar as required for performance of the Service and single rentals.

Both OP and Drive Now GmbH & Co also reserve 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 their services.

Both OP and Drive Now GmbH & Co may use nominated services providers that process personal data solely according to instruction and subject to controlling by DriveNow.

Both OP and Drive Now GmbH & Co use the Google Maps API app to determine the car's location and to show the user the nearest available car. This data is sent to Google anonymously, that is, without data that can be used to identify the customer. The app also records the driving start and end times and places, and the journey duration. This information is not sent to Google.

OP has the right to use the vehicle's location data to verify any accidents or material contractual breaches and to take any necessary action, such as alerting help on the scene.

## 15. Terms of use of the in-vehicle computer database

The Customer may use a database containing vehicles' identification and location data by means of the DriveNow service website or DriveNow mobile application. The Customer does not have the right to save or duplicate data except for any automatic and temporary saving related to the use of websites or a mobile application. The Customer may not copy, distribute, publish or submit data for any other commercial or private purpose, unless it is insignificant in nature. Rights to the digital map service are held by the service provider. The service provider's terms of use, for which links are provided, are applied to the map service.

## 16. Jurisdiction and other issues

Finnish law is applied to this agreement.

The Customer does not have the right of withdrawal under the distance selling provisions to cancel an individual rental on the basis of Chapter 6, section 16(11) of the Consumer Protection Act.

Consumer-customers have the right to submit the matter to the Consumer Disputes Board, [www.kuluttajariita.fi](http://www.kuluttajariita.fi).

The Customer may make a complaint against OP regarding any disputes arising from the agreement in a district court in Finland under the jurisdiction of which he/she is domiciled or resides permanently, or in a district court under the jurisdiction of which OP is domiciled or where its administrative functions are primarily managed. If the Customer does not reside in Finland, any disputes will be handled in Helsinki District Court.

OP has the right to make a complaint about disputes arising from the agreement in a district court in Finland under the jurisdiction of which the Customer is domiciled or resides permanently. If the Customer does not reside in Finland, any disputes will be handled in a district court under the jurisdiction of which the service provider is domiciled or it is primarily managed, or in the Helsinki District Court.

These terms and condition are available in Finnish and English. In the event of any discrepancy or difference in interpretation between various language versions of these terms and conditions, the Finnish language version shall prevail.