



## DriveNow Austria GmbH General Terms and Conditions

Valid from 25 May 2018

### 1. Objective, subject to change

- 1.1. DriveNow Austria GmbH, Rinnböckstrasse 3, 1030 Vienna (hereinafter known as "DriveNow") operates the DriveNow vehicle sharing concept. These General Terms and Conditions (hereinafter known as "GTCs" or "blanket contract") regulate the business relationship between DriveNow and registered customers who wish to take advantage of the DriveNow vehicle rental offering by concluding individual rental contracts on the basis of these GTCs (hereinafter known as the "Users").
- 1.2. DriveNow shall be entitled to amend the GTCs for future individual rental contracts if these amendments are reasonable for the User. The User shall be notified in writing, by email or by other suitable methods promptly of any amendments to the GTCs at least two months in advance. The amendments shall be deemed to have been approved and binding for any existing contract if the User does not object to them to DriveNow in writing or by email within one month (date of dispatch) after being notified of the amendments. DriveNow shall, in particular, provide a reminder about this consequence when providing notification of amendments.

### 2. Conditions of use, conclusion of the blanket contract

- 2.1. DriveNow shall only accept individuals as Users
- Who are private individuals and are at least 21 years of age,
  - Who have held a driving licence valid in Austria for at least one year without interruption for class B, who carry the driving licence issued on this basis at the start of the journey and throughout the journey and who satisfy any and all conditions and restrictions contained therein at the start of the journey and throughout the journey. European driving licences from the European Union (EU) and/or the European Economic Area (EEA) shall be accepted as "valid driving licences". Non-EU/EEA driving licences shall only be accepted if accompanied by an international driving licence or a certified translation of the national driving licence if the issuing company is a signatory to the International Driving Licence Convention (Paris Convention on Road Traffic, Vienna Convention on Road Traffic or Geneva Convention on Road Traffic).
- 2.2. This blanket contract shall be concluded as follows: The User makes an offer to conclude the blanket contract on the basis of these GTCs by completing the registration form, confirming his data and clicking on the button marked "Purchase and set up account" or similar. DriveNow may accept this contract offer from the User by sending a notification in written form to this effect or may refuse to conclude the contract. Each User may only register with DriveNow once.

### 3. DriveNow account, electronic vehicle key, PIN

#### 3.1. Access to the DriveNow account

On conclusion of the blanket contract, the User shall be sent access data for his DriveNow account. The User undertakes to notify DriveNow without delay of any change to his address, email address,

mobile phone number, banking details and any restriction imposed on his driving licence.

#### 3.2. DriveNow ID

Each User shall receive a DriveNow ID in the form of an electronic vehicle key after his driving licence has been checked. The DriveNow ID may take the form of a DriveNow card or another access medium. The DriveNow ID shall remain the property of DriveNow unless it is an access medium which has been issued by a DriveNow partner. DriveNow must be notified without delay of the loss, damage or destruction of the DriveNow ID.

#### 3.3. DriveNow P/N

Each User must choose a DriveNow PIN during the registration procedure with which he can authenticate himself during the rental process.

#### 3.4. Access data and account are non-transferable

The User undertakes to keep his access data for his DriveNow account and the PIN strictly confidential and not to disclose it to third parties. In particular, the User must not make a note of his password and PIN on an access medium or its carrier medium, save it on said medium or otherwise keep it close to the access medium. A DriveNow account is non-transferable and all rights to the account shall become null and void on the death of the User.

#### 3.5. Procedure in the event of the loss of access data

If the User notices the loss of or unauthorised access by third parties to his DriveNow ID, PIN or access data to his DriveNow account, the User undertakes to report this without delay by telephone to 0800 070702, +43 1 505264099 and by email to [service@drive-now.at](mailto:service@drive-now.at). The User undertakes to change his password and PIN without delay if he has any reason to believe that a third party could have discovered them.

#### 3.6. The User shall pay a contract penalty as described in point 11 for the issue of a new DriveNow ID.

### 4. Driving licence check, User's duty of notification

#### 4.1. Initial and regular driving licence check

DriveNow may request that the User submits his current driving licence before the first rental and thereafter at intervals which are reasonable for the User.

#### 4.2. Offline and online check

The check described in paragraph 1 can either take place by checking the User's original driving licence in one of the registration stations specified on the homepage ([www.drive-now.com](http://www.drive-now.com)) or by completing a procedure for online identification on the DriveNow website or in the DriveNow app.

#### 4.3. Procedure in the event of restrictions or loss of the driving licence

The User must notify DriveNow of the withdrawal or restriction of his driving licence, the imposition of a driving ban or a temporary seizure or confiscation of his driving licence without delay. The User's right to rent the vehicles shall be suspended for the duration of any driving ban imposed by a court or official body. In the event that restrictions are placed on the User's driving licence, DriveNow reserves the right to withdraw his usage entitlement.

### 5. Reservations, opening the vehicle, conclusion of individual rental contracts

#### 5.1. Requirement for the conclusion of individual rental contracts

Users may rent DriveNow vehicles without prior reservation as long as the indicator in the DriveNow reading device in the windscreen of the DriveNow vehicle is green. Alternatively, the User may reserve a vehicle online (DriveNow app) or by phoning the Vehicle Use Service Centre. Only users who is driving licence has been checked at least once shall

- be entitled to rent the vehicles. The maximum rental period for an individual rental contract shall be 24 hours unless an express agreement to the contrary has been made. The User undertakes to return the vehicle after the end of the maximum rental period. DriveNow reserves the right to unilaterally terminate individual rental contract at any time if they exceed the maximum rental period of 24 hours. The exception to this provision shall be special offers from DriveNow (for example 48-hour public holiday special).
- 5.2. *Free reservation***  
The User can reserve a vehicle for 15 minutes free of charge. If a reserved vehicle is not rented during this period, the vehicle will be released again for use by other users. A contract through a free reservation shall be concluded as follows: The User makes an offer to conclude the contract through the free reservation on the basis of these GTCs by clicking a button labelled "Reserve" or an equivalent label. DriveNow may accept this contract offer from the User by displaying an appropriate dialogue or by sending a notification in written form to this effect or may reject the contract conclusion (=the reservation).
- 5.3. *Reservation with payment***  
A reservation with payment for more than 15 minutes can also be made on payment of a fee as shown on the tariff list in force at the time of the reservation (available at [www.drive-now.com/at/de/pricing](http://www.drive-now.com/at/de/pricing)). A contract through a reservation with payment shall be concluded as follows: The User makes an offer to conclude the contract through the reservation on the basis of these GTCs by clicking a button labelled "Reserve with payment" or an equivalent label. DriveNow may accept this contract offer from the User by displaying an appropriate dialogue or by sending a notification in written form to this effect or may reject the contract conclusion.
- 5.4. *Opening the vehicle***  
The User can open the vehicle using either his DriveNow ID or using the DriveNow app. After opening the vehicle, the User undertakes to rent the vehicle without delay or to relock the vehicle immediately.
- 5.5. *Conclusion of an individual rental contract***  
The individual rental contract shall be concluded as follows:  
The User must first legitimise himself by entering his PIN on the screen in the vehicle or using another authentication facility provided by DriveNow. This legitimisation and entry of his PIN concludes the individual rental contract. DriveNow may accept this contract offer from the User by displaying an appropriate dialogue or by sending a notification in written form to this effect or may reject the contract conclusion. The period of usage which attracts a charge starts when the contract has been concluded.
- 6. End of the individual rental contract, return of the vehicle**
- 6.1. *Termination of the individual rental contract***  
Both parties to the contract shall be entitled (subject to the following conditions) to terminate the individual rental contract at any time by making an appropriate declaration. The User may end a rental process by holding his DriveNow ID against the appropriate reader or using the DriveNow app. The rental contract is terminated when the light on the reader in the windscreens changes from red to green, if another user concludes a new individual rental contract using the "Customer Handshake" function after the vehicle has been handed over by the User (by pressing an appropriate button on the screen in the vehicle) or if DriveNow confirms the end of the rental contract by phone.
- 6.2. *Termination in the rental territory in approved car parks***  
The User must terminate the rental contract within the limits of the rental territory in car parks approved for this purpose. The approved car parks are set out on the DriveNow website in the parking rules for the relevant rental territories. Other approved car parks may be identified by appropriate signage. The User may only terminate the rental contract after he has parked the vehicle in an approved car park pursuant to the Road Traffic Act or if he hands over the vehicle to the subsequent user immediately after the termination of the rental contract using the "Customer Handshake" function. We particularly refer your attention to the provisions headed "Contract penalties and User's compensation duty" for information about the legal consequences in the event of breaches. The User may only terminate the rental contract in public car parks (therefore, for example, not in residential parking zones, car parks or parking zones for special usage, such as disabled car parks, no stopping zones or taxi parks unless the User has been given explicit permission to do so by DriveNow.
- 6.3. *Termination outside the rental territory***  
The rental may only be terminated outside the rental territory or in marked satellites (for example at an airport) if the User has been given explicit permission to do so. In this case additional costs may be incurred on the basis of the tariff list in force at the time of rental (available at [www.drive-now.com/at/de/pricing](http://www.drive-now.com/at/de/pricing)).
- 6.4. *Termination in temporary or imminent no stopping zones***  
The User may only park the DriveNow vehicle in areas with daily or time parking restrictions (for example no stopping zone with additional signage such as "7 am - 5 pm" or "Monday 6 am to 12 noon") if the restriction does not come into force until 48 hours after the vehicle has been parked. This shall also apply to traffic bans which have already been ordered but which have not yet come into force (for example temporary parking bans due to events or relocations).
- 6.5. *Problems with termination***  
If the termination of the rental contract fails (for example because a mobile phone connection cannot be established), the User must repark the vehicle and make another attempt to terminate the contract. If the termination of the rental contract fails again even after reparking, the User may call the support hotline and terminate the rental contract by telephone.
- 6.6. *Minimum remaining range***  
When the rental contract is terminated, the vehicle must have a remaining range of at least 15 km according to the display on the on-board computer. We particularly refer your attention to the provisions in these GTCs headed "Contract penalties and User's compensation duty" for information about the legal consequences in the event of breaches.
- 6.7. *User's duties when returning the vehicle***
- The User must secure the DriveNow vehicle adequately to prevent its theft before parking it. The windows, sunroof, soft top and doors must be locked, the steering wheel lock engaged and the lights switched off. This shall not apply if the vehicle must be lit to comply with § 60 Paragraph 3 of the Road Traffic Act. In this case, the required headlights (generally the parking or corner light) must be left switched on.

- b) The vehicle must be returned with all the documents with which it was rented including all the fuel, charging, bonus, partner and parking cards in the vehicle when it was rented. No items from the vehicle's equipment kit or accessories must be missing. We particularly refer your attention to the provisions in these GTCs headed "Contract penalties and User's compensation duty" for information about the legal consequences in the event of breaches.
- 6.8. DriveNow shall be entitled to call the User on the mobile phone number filed in his personal data in the event of any problems during usage.
- 7. User's duties when renting the vehicle**
- 7.1. Third parties must not be allowed to use the vehicle**
- The User shall be prohibited from allowing other people to drive the rented vehicle. In justified exceptional circumstances, the User may, however, permit a passenger or another third party to drive the vehicle. An exceptional circumstance of this nature may be if the User is suffering from a health impairment which affects his ability to drive. In these circumstances, the User undertakes (as long as his physical and health condition enables him to do so) to check the third party before allowing them to drive the vehicle and must in particular ensure that the third party satisfies the criteria set out in the point in this contract headed "Conditions of use" relating to minimum age and driving licence.
- 7.2. Duty to inspect the vehicle for damage, dirt and roadworthiness**
- The User undertakes to check the vehicle before starting a journey for dirt, defects and damage which are not listed in the damage menu on the login process on the DriveNow screen in the vehicle. The User must report any defects and damage visible to the User which are not listed in the damage menu on the login process (= new damage) to the Service Centre. The Service Centre shall decide whether the User may start the journey despite the damage. All new damage must be reported before starting the engine to ensure that the person who caused the damage can be identified correctly. If the User does not enter any new damage, the vehicle shall be deemed to be optically and technically in perfect condition (with the exception of the damage already entered in the damage menu or damage which the User cannot detect). Before starting a journey, the User must also ensure that the vehicle is roadworthy, particularly by making a visual inspection of the tyres. If the rented vehicle is an electric vehicle, the User must also check that there is a charging cable in the vehicle. We particularly refer your attention to the provisions headed "Contract penalties and User's compensation duty" for information about the legal consequences in the event of breaches.
- 7.3. Duty to comply with the Road Traffic Act and to treat the vehicle with care**
- The User must obey the Road Traffic Act and must treat the vehicle with care and caution and use it as set out in the instructions in the handbook, the owner's manual, the vehicle documents and the manufacturer's specifications. In the event that a warning light comes on in the dashboard display, the User undertakes to stop immediately and contact DriveNow to decide whether the journey can be continued.
- 7.4. Prohibited actions**
- The User must not use the vehicle for the following purposes:
- a) For motorsport purposes, particularly for events which involve achieving a top speed,
  - b) For vehicle tests, driver training and driver safety training and for driving off metalled roads,
  - c) For the commercial carriage of people and for other commercial personal transport purposes,
  - d) For sub-rental or for the User's publicity purposes,
  - e) To commit criminal acts, even if they are only punishable with a fine at the location of the crime,
  - f) To transport highly inflammable, toxic or other hazardous substances,
  - g) To transport items which may adversely affect driving safety or may damage the interior or exterior of the vehicle as a result of the form, size or weight,
  - h) To tow trailers, vehicles or other items,
  - i) To transport animals unless they are in a closed cage which is safely stowed in the boot.
- The User must also not do the following:
- j) Use the vehicle to travel outside Austria without the approval of DriveNow. Every vehicle is fitted with electronic sensors which report crossing the Austrian border to DriveNow,
  - k) Drive the vehicle under the influence of alcohol (blood alcohol limit of 0), drugs or medication which could adversely affect one's ability to drive,
  - l) Transport children under the age of 12 or less than 150 cm in height unless suitable, age-approved restraints (baby seat, child seat or booster cushion) are used for the child. The User must follow all the manufacturer's instructions for installing and removing child restraint systems,
  - m) Excessively soil the DriveNow vehicle or leave refuse of any kind in the vehicle,
  - n) Smoke in the DriveNow vehicle or allow passengers to smoke in it,
  - o) Remove vehicle accessories from the vehicle (exception: intended temporary use of the fuel/charging card and of emergency equipment such as a high visibility jacket, First Aid kit, etc.),
  - p) Overload the vehicle or transport more people in the vehicle than there are seats with seat belts in it,
  - q) Carry out repair work to the vehicle or install parts on the vehicle or remove installed parts or engage third parties to do so,
  - r) Deactivate the passenger airbag unless this is done to transport children or infants using a booster cushion or child seat and/or to ensure compliance with the manufacturer's instructions on the subject of installing baby seats. The User must re-activate the passenger airbag when he returns the car,
  - s) Refuel vehicles other than the DriveNow vehicle using the fuel card allocated to the vehicle; premium fuels (for example V-Power) must not be used.
- 7.5. Culpable breaches against one of the above provisions or the culpable failure to comply with one of the sub-points above by the User shall entitle DriveNow to terminate the blanket rental contract without notice and to cancel the blanket rental contract. DriveNow shall also be entitled to prohibit the further use of the DriveNow vehicle if it suspects that the User has breached the contract in terms of one of the above sub-points. The User's claims for reimbursement based on this termination or cancellation shall be excluded in such a case unless DriveNow or its personnel bears (co-)responsibility for the User's breach of contract.**
- 7.6. Your attention is drawn to the notification duty on the part of the User relating to his driving licence as described in point 4.3 of these GTCs.**
- 8. User's liability, insurance cover and excess**
- 8.1.** The User shall be liable for damage to the vehicle, the loss of the vehicle and/or breaches of contract for which he is culpable. The User's liability shall also extend to additional claim costs caused by the User such as towing costs, costs of expert witnesses, loss of value and loss of rental income.

- 8.2. The User shall be liable in full for all breaches of the law that he commits, particularly for breaches of traffic and misdemeanour regulations during the period of use and relating to parking the vehicle. The User undertakes to indemnify DriveNow from all motoring and on the spot fines, charges, towing costs and other expenses which authorities or other bodies charge to DriveNow as a result of the above breaches of the law.
- 8.3. All DriveNow vehicles are covered by third party liability insurance. By concluding an individual rental contract, in addition to these GTCs, the User also accepts the General Terms of Business of the Federation of Insurance Companies of Austria for Third Party Liability Motor Insurance (AKHB 2015; available at [www.vvo.at](http://www.vvo.at)). Furthermore, the liability for damage to the DriveNow vehicle shall be limited for the benefit of the User, corresponding to fully comprehensive cover including partially comprehensive cover with an excess as described in the following provisions. Only the authorised User shall benefit from the insurance cover and the limitation of liability.
- 8.4. The User's liability resulting from accidents for damage to DriveNow shall generally be restricted to EUR 1,200 unless a different agreement has been made. If a DriveNow vehicle is damaged during the time of use through the faults of the User, or if the User culpably causes damage to the DriveNow vehicle, the User shall be liable for this with an excess of up to EUR 1200. Furthermore, the User may book an additional protection package at the start of each individual rental contract which limits the User's liability to EUR 420.
- 8.5. This exemption from liability shall not release the User from the duties set out in the point in these GTCs headed "User's duties when renting the vehicle".
- 8.6. This contractual limitation of liability shall not apply if the damage was caused maliciously or through gross negligence on the part of the User or persons to whom he handed over the vehicle contrary to the contract.
- 8.7. Furthermore, the following damage to the DriveNow vehicle shall not be covered by the exemption from liability:
- Damage caused by incorrect treatment and/or use of the vehicle, for example by serious gearshift errors, ignoring warning lights or inserting the incorrect fuel or failing to secure a load correctly;
  - Damage caused by returning the vehicle with too low a residual range;
  - Damage (jointly) caused by the User under the influence of alcohol, drugs or medication which could adversely affect his ability to drive;
  - Damage caused by breaching the smoking ban in DriveNow vehicles;
  - Damage caused by the malicious or grossly negligent breach of contract duties, particularly through use by an unauthorised driver or for a bad purpose;
  - Damage in which the User breaches his duty in the event of an accident as set out in § 4 of the Road Traffic Act (hit and run) or his duties to report damage correctly (see point 10);
  - Damage in relation to which the User maliciously or through gross negligence provides incorrect details to DriveNow or the police relating to the circumstances, causes and consequences of an accident;
  - Damage which the User causes without holding a current driving licence;
  - Damage caused during unauthorised trips in other countries.
- 8.8. Conversely, the agreed excess per claim shall remain in force if the breach of duty was neither the cause of the claim nor for the establishment or scope of the damage suffered by DriveNow.
- 8.9. The exemption from liability shall not affect any duty on the part of the User to pay contract penalties as described in point 11. Furthermore, any contract penalties payable shall not reduce the level of liability limitation for any other duty on the part of the User to pay compensation not covered by the contract penalty.
- 8.10. If no (partial) limitation of liability described in the provisions above is used, the User must reimburse DriveNow for the whole of the damage. DriveNow shall verify the level of this damage by the presentation of invoices or reports from expert witnesses qualified for this purpose. If the User is culpable for the damage, DriveNow shall be entitled, in addition to the verified level of the claim, to charge the User a one-off lump sum for handling, general expenses and futile costs in the amount of EUR 70 including VAT per claim. If the User disputes that the claim calculation presented by DriveNow is correct, he shall be entitled to obtain a report from an expert witness qualified for this purpose within a period of 4 weeks. If required, DriveNow shall provide photographs taken by the expert witnesses of the damaged vehicle for this purpose. If this report shows that the level of damage is lower, this shall be payable immediately in any event. As far as any difference between the two reports is concerned, the parties shall attempt to reach a solution by mutual consent. If this process is not successful within a further 4 weeks, DriveNow shall be entitled to apply for a court settlement. If an agreement or court verdict shows that the claim amount calculated by the User's expert witness was correct (and the value calculated by DriveNow was therefore incorrect), DriveNow shall reimburse the reasonable, appropriate costs for his expert witness.
- 9. Electric vehicles**
- 9.1. Electric vehicles are equipped with a charging cable which is kept in the boot. Before starting a journey, the User must check that this charging cable is in the car. The User must report a missing charging cable to the Service Centre using the integral telephone function as a new claim.
- 9.2. Electric vehicles have restricted ground clearance. This must be remembered during use, for example when driving into underground car parks or when driving over obstacles, since otherwise the vehicle may be damaged. For this reason, the vehicle must also not be overloaded (maximum payload including passenger 260 kg).
- 9.3. In the event of an accident, the User must notify the police/fire service that an electric vehicle is involved in the accident.
- 9.4. Electric vehicles do not make a noise whilst operating or driving. They are therefore more difficult for pedestrians to notice and therefore the driver must pay greater attention.
- 10. Duties in the event of accidents, defects, damage, theft, destruction and other loss of the vehicle**
- 10.1. DriveNow must be notified by telephone and without delay of any accidents, defects, damage, theft, destruction and other loss of the vehicle. The User undertakes to ensure that all reasonable action required to reduce the damage and secure evidence is taken.
- 10.2. The User must ensure that all accidents involving a DriveNow vehicle rented by him are recorded by the

- police. Even in the event of pure property damage, the nearest police station must be requested to record the accident report under § 4 paragraph 5a of the Road Traffic Act. If the police refuse to record the accident, the User must report this to DriveNow without delay by telephone and provide verification in suitable form (for example confirmation from the police or details, including date and time, of which police station was notified by telephone but refused to record the damage). In such a case, the User must coordinate how to proceed with DriveNow and follow its instructions. This shall apply regardless of whether the User or a third party was responsible for the accident. The User must not leave the scene of the accident until
- a) The police record has been completed (or, if no police record is possible, DriveNow has been informed), and
  - b) By agreement with DriveNow, action has been taken to secure evidence and reduce the damage, and
  - c) The vehicle has been handed over to a towing contractor or, by agreement DriveNow, has been secured elsewhere or the User continues to drive it. The journey may only be continued with the express consent of DriveNow.
- 10.3. If no third party has been harmed by the accident or if (if the only damage was to property, details have been exchanged with the damaged third party as described in § 4 paragraph 5 of the Road Traffic Act), it shall not be necessary to notify the nearest police station if the vehicle has only suffered minor paintwork damage (scratches or the like). In such a case, however, the User undertakes to report this damage to DriveNow without delay, if possible supplying an accident report signed by all the parties involved in the accident. If the vehicle has been damaged by unknown third parties (parking damage, hit and run accident), the User must immediately notify the nearest police station, even if the damage is minor, and request that the damage be recorded (see point 10.2 for the procedure in the event that the police refuse to record the accident). In the event that the User damages the vehicle of a third party who is not present, the User also undertakes to make a report to a police station as soon as possible.
- 10.4. These duties on the part of the User shall not apply if, as a result of injuries suffered in the accident by one of the parties in the accident, he leaves the accident location justifiably or after making his excuses.
- 10.5. In the event of an accident, the rental contract shall not terminate until it is terminated correctly as described in the point entitled "End of the individual rental contract, return of the vehicle". If the vehicle is no longer drivable or roadworthy as a result of the accident, the rental contract may be terminated, by agreement with DriveNow, when it is handed over to the towing company. If the User is not to blame for the accident, and if he is not allowed to continue his journey with the DriveNow vehicle, he shall not pay any rental charges from the time of the accident to the time of the termination of the individual rental contract.
- 10.6. In the event of accidents in which a DriveNow vehicle he was driving was involved, the User must not admit any blame or make any similar statements. The User must not pre-empt any liability claims by making payments or other settlement actions to accept a claim and/or blame (jeopardising insurance cover). If the User admits liability despite this ban, this shall only apply directly to the User. Neither the keeper nor the insurer shall be bound by this admission.
- 10.7. Regardless of whether an accident, which the User is obliged to report to DriveNow, was caused by himself or a third party, the User must thereafter forward without delay an accident report with the police reference number to DriveNow, if possible signed by all the people involved in the accident. The User undertakes to complete the claim form in full within 7 days and sign and return it to DriveNow. The claim form is located in the glove box of the rented vehicle or, alternatively, can be requested from DriveNow. If a written claim notification is not received by DriveNow within this period, the accident cannot be settled by the insurance company. If the User is to blame for the claim report not being submitted, he shall be liable for all the damage to the DriveNow and the contractual limitation of liability described in point 8 shall not apply.
- 10.8. The choice of repair workshop shall in any event be made by DriveNow. Compensation payments for damage to DriveNow vehicles shall be payable exclusively to DriveNow. If the User has received such payments from third parties, he must forward them to DriveNow without their having to be requested.
- 11. Contract penalties and User's duty to pay compensation**
- 11.1. Lump sum damage amount and verification of lower or higher damage**
- Regardless of the User's liability on the basis of the other provisions in these GTCs, the User shall be liable to pay a lump sum damage compensation amount for certain types of claims ("Contract penalty"). The cases in which this Contract penalty is payable, are listed in the tariff list (available at [www.drive-now.com/at/de/pricing](http://www.drive-now.com/at/de/pricing), hereinafter known as the "Tariff list") and shall be described in this sub-point. Even if these GTCs and the Tariff list contain a Contract penalty, the User shall still be entitled to provide evidence that no damage or value reduction took place or that it was significantly lower than the lump sum, in which case the User shall only be liable to pay the lower damage or the lower value reduction. Every Contract penalty shall be subject to the court's right to reduce penalties pursuant to § 1336 of the General Civil Code. On the other hand, DriveNow also reserves the right to provide evidence that it suffered higher damages than the specified lump sum amount (this shall not apply if the User is a consumer as described in § 1 of the Consumer Protection Law).
- 11.2. Soiling the vehicle**
- If the DriveNow vehicle contains refuse of any kind when it is returned, the User must pay the cleaning costs set out in the tariff list in force at the time of the rental. This shall not apply if the refuse was not visible to the User or the User and his passengers were not to blame for the refuse.
- 11.3. Causing the requirement for a technician**
- If the User's incorrect use of the vehicle or access technique results in a technician being required, the User shall be charged with the administration costs caused by calling out a technician and the costs set out in the tariff list in force at the time of the rental.
- 11.4. Using the vehicle for misdemeanours and crimes**
- As compensation for the costs incurred by DriveNow for handling enquiries addressed to DriveNow by the prosecution authorities to investigate misdemeanours and crimes committed during the rental period, DriveNow shall receive a costs lump sum from the User for each case set out in the tariff list in force at the time of the rental.

- 11.5. Handing over the vehicle or access data to third parties  
For each case in which the ban on passing on a rented vehicle or the access data to third parties is breached, the User undertakes to pay a contract penalty as set out in the tariff list in force at the time of the rental.
- 11.6. *Reparking*  
if the vehicle has to be reparked by DriveNow as a result of a culpable breach of the duties set out in the point headed "End of the individual rental contract, return of the vehicle" or a towing service is engaged by a third party or an authority as a result of such a breach, the User, in addition to any general liability for the towing costs, shall be liable to pay the lump sum costs shown in the tariff list in force when the vehicle is rented.
- 11.7. The User undertakes to pay a contract penalty of EUR 500 for each case of use in culpable breach of contract of the fuel card/charging card or the charging cable.
- 11.8. *Refuelling/Charging at incorrect filling or charging stations*  
The filling/charging stations shown on the DriveNow screen must be used for refuelling/charging and the fuel/charging cards in the vehicle must be used together with the PIN shown on the screen. In the event of a breach (refuelling and charging at other filling or charging stations), the User may be charged a fee as shown in the current tariff list for processing external refuelling receipts.
- 11.9. *Illegal trips to other countries*  
If the User drives the vehicle into another country in breach of the provisions in these GTCs, the User shall be liable to pay the Contract penalty shown in the tariff list in force at the time of the rental to compensate for the high administration costs normally incurred for the location, notification and return of the vehicle.
- 11.10. *Replacement issue of DriveNow ID, parking card or fuel card*  
If the culpable action of the User means that the replacement issue of a fuel card, parking card or DriveNow ID is necessary, the User shall be liable to pay the Contract penalty shown in the tariff list in force at the time of rental.
12. **Fees, terms of payment, invoicing, three minutes, savings packages, vouchers**
- 12.1. *Invoicing on the basis of the tariff list*  
DriveNow shall invoice the User with the fees for using the vehicle set out in the tariff list in force and published at the time of the individual rental, available on the internet at [www.drive-now.com](http://www.drive-now.com). DriveNow shall be entitled to amend the tariff list at any time for future rentals and shall publish the current tariff list on the internet at the address shown above.
- 12.2. *Payment date*  
The rental price including the statutory value-added tax shall be payable at the end of the agreed rental period. Payments shall be made either using the payment method selected by the User (credit card or SEPA debit), or by setting off against the free minutes, savings packages or vouchers acquired or redeemed by the User. Payment for all other services provided by DriveNow shall be payable on conclusion of the contract.
- 12.3. *Invoicing*  
The invoices shall be sent to the User by DriveNow either by email or in his password-protected user area in electronic form to download. The electronic invoices entitle the recipient to deduct input tax as long as the statutory requirements are satisfied.
- 12.4. *Payment by credit card*

If payment is made by credit card, the User undertakes to pay a security deposit at the start of the rental period to fulfil his duties. DriveNow shall not be obliged to keep this security deposit separate from its other assets. No interest shall be payable on the security deposit. DriveNow may also claim its right to the security deposit after the start of the rental contract. Unless otherwise agreed, the rental, all other fees and the deposit payment will be debited from the User's credit card. Instead of debiting the User's credit card, DriveNow may, as part of a so-called dealer query, block an amount equal to the deposit from the credit amount made available to the User by his credit card institution for his credit card.

- 12.5. *Direct debit payment*  
If the User selects payment by direct debit and if he is allowed to do so as described in the provisions below, this payment process will be completed by Billpay GmbH (Charlottenburg Local Court, HRB 122 029B, Zinnowitzer Str. 1, D-10115 Berlin, Germany, [www.billpay.de/at/endkunden-at](http://www.billpay.de/at/endkunden-at)) and the factor net-m privatbank 1891 AG (Düsseldorf Local Court, HRB 68452, Odeonsplatz 18, D-80539 Munich, Germany, [www.privatbank1891.com](http://www.privatbank1891.com)) which works with Billpay as a service provider.  
If the User selects payment by direct debit, the User authorises net-m privatbank 1891 AG in revocable form to collect the fees to be paid by the User by means of SEPA direct debit from the current account specified by the User when he concludes the blanket contract or after any later amendment to the blanket contract. The User shall issue net-m privatbank 1891 AG with a SEPA direct debit mandate to collect due payments and shall instruct his financial institution to redeem the direct debits. The creditor identification number of Billpay GmbH is DE19ZZZ00000237180, the creditor identification number of net-m privatbank AG is DE62ZZZ00000009232. The User shall be given the mandate reference number by email before the first payment is collected.  
DriveNow shall assign its accounts receivable from the rental contract to net-m privatbank AG in this respect. The User may therefore only make payment to net-m privatbank AG to settle outstanding accounts.  
a) If payment is made by direct debit, the User must ensure that there are adequate funds in his current account immediately on receipt of the invoice.  
b) the payment amount shall be due immediately by collection by the external partner net-m privatbank 1891 AG from the specified current account. The current account may only be an account held by a private individual. We are unable to process payments using a business account. Note: The User may demand the reimbursement of the debited amount within eight weeks starting on the date of the debit. The conditions agreed by the User with his financial institution shall apply. The due account shall remain due in the event of a direct debit refusal. Further information is available at [www.billpay.de/sepa](http://www.billpay.de/sepa). The advance information relating to the collection of the SEPA direct debit shall be sent to the User at least one day before the payment is due by email to the email address specified by the User.  
c) The payment by direct debit also requires a successful identity and creditworthiness check by Billpay GmbH and a private current account which supports IBAN and BIC. Even though the direct debit is processed by Billpay, DriveNow shall remain responsible for general user enquiries, complaints, etc. The general terms and conditions of Billpay GmbH at

- [\(www.billpay.de/allgemein/datenschutz/\)](http://www.billpay.de/allgemein/datenschutz/) shall apply.
- b) By specifying his private current account, the User confirms that the User is entitled to issue a direct debit mandate for this private current account and that he will ensure that there are adequate funds in it to cover the payment. Direct debit refusals incur a good deal of work and expense for DriveNow and Billpay GmbH. In the event that a direct debit is refused (due to a lack of funds in the current account, the closure of the current account or an unjustified objection by the account holder), the User hereby authorises Billpay and net-m privatbank 1891 AG to resubmit the direct debit to collect the payment. In such a case, the User undertake to pay the costs incurred by the direct debit refusal. In view of the work and costs involved with direct debit and to avoid the processing fee, we would be grateful if the User would not cancel the direct debit in the event of a cancellation or revocation of the individual rental contract or a complaint. In such a case, the payment shall be reimbursed by agreement with net-m privatbank 1891 AG in the form of a return bank transfer of the appropriate amount or by a credit note.
- 12.6. *Authorisation to collect fees and lump sums*  
The User authorises DriveNow to debit the account specified by him for any later rentals and any other charges which the User owes from or in relation to the rental (such as the registration fee, charges relating to breaches of road traffic rules, failure to pay tolls, contract penalties, etc.).
- 12.7. If the User wishes to revoke the direct debit mandate, he can do so at any time by means of an email notification to the following address: service@drive-now.at
- 12.8. *Free minutes*  
DriveNow may offer the User free minutes for certain activities carried out by the User, such as refuelling the vehicle or acquiring new customers. Free minutes may be used for the (part) payment of the rental charges for individual rental contracts, but only in the country in which they were acquired. They will automatically be set off against the next rental charges incurred by the User.  
In addition to these GTCs, the special conditions notified to the User in combination with the relevant free minutes offer shall also apply to the free minutes.
- 12.9. *Vouchers and savings packages*  
The User may also purchase savings packages to pay the rental charge for individual rental contracts or redeem the gift vouchers purchased by him or by a third party for him. These will be set off automatically against the next rental charges incurred by the User after purchasing the savings package or the redemption of the voucher. Vouchers and savings packages can only be used for paying rental charges in the country in which they were purchased.  
In addition to these GTCs, the special conditions notified to the User when purchasing the voucher or savings package shall also apply.
13. **Refuelling/Charging the vehicle, fuel/charging card**
- 13.1. If the fuel level/charging capacity falls during the journey or at the end of the journey to less than 25 % of the total capacity, the User may refuel/charge the vehicle. The filling/charging stations shown on the DriveNow screen must be used for refuelling/charging and the fuel/charging cards in the vehicle must be used together with the PIN shown on the screen. In the event of a breach (refuelling and charging at other filling or charging stations), the User may be charged a fee as shown in the current tariff list for processing external refuelling receipts (see point 11 of these GTCs). Premium fuels (for example V-Power) must also not be used.
- 13.2. The User undertakes to use the fuel and charging card and the charging cable exclusively for refuelling/charging the rented vehicle.
14. **Term of the blanket contract, termination, suspension**
- 14.1. This DriveNow blanket contract shall be concluded for an indefinite period of time and may be terminated by both parties by giving notice in writing of 6 weeks to the end of a quarter. Conversely, if the User has concluded a protection package, the DriveNow blanket contract may not be terminated by the two parties to the contract until the protection package has elapsed.
- 14.2. The right of the parties to the contract to terminate the DriveNow blanket contract extraordinarily, particularly for serious breaches of contract, shall not be affected. Serious breaches of contract shall particularly include breaches against the contract point headed "User's duties when renting the vehicle".
- 14.3. If the User has concluded a protection package, he shall not be entitled to the partial reimbursement of the charges paid for the protection package in the event of extraordinary termination of the DriveNow blanket contract. This shall not apply if the reason for the extraordinary termination was not culpably caused by the User.
- 14.4. If the User has unused credit balances from savings packages, free minutes of redeemed vouchers when the blanket rental contract is terminated, these credit balances shall become null and void when the contract is terminated without the User gaining any claim to the (partial) reimbursement of the charges incurred for them. This shall not apply if DriveNow terminates the contract without any blame on the part of the User or if the User terminates the contract extraordinarily due to culpability on the part of DriveNow.
- 14.5. The access medium shall be disabled when the kit contract is terminated.
- 14.6. In the event of culpable contract breaches by the User, particularly in the event of being in default or committing breaches against the duties in the contract point headed "User's duties when renting the vehicle", DriveNow may temporarily prevent the User from using the vehicle with immediate effect and disabled the access medium. The User shall be notified without delay of this exclusion by email.
15. **DriveNow's liability/Items found in the vehicle**
- 15.1. DriveNow shall only be liable to the User (apart from in cases of the breach of cardinal duties) in cases of malice and gross negligence by its legal representatives and agents. Cardinal duties shall be duties which enable DriveNow to fulfil the rental contract in the first place and on whose fulfilment the other party to the contract relies or may rely. DriveNow cannot accept any liability for initial defects affecting the vehicle.
- 15.2. The limitations of liability set out above shall not apply in the event of death, physical injury or health impairment, the malicious concealment of a defect, in the event that a guarantee or document risk is accepted and under the Product Liability Law.
- 15.3. DriveNow cannot accept any liability for items left in the vehicle after the end of the rental. This shall not apply in cases of malice or gross negligence on the part of DriveNow, its representatives or agents. DriveNow may keep items found in a vehicle for a maximum of 2 weeks. If the owner fails to claim them within this period, the items shall be

- destroyed and valuables shall be sent to the municipal lost and found office. If items found are returned, the User undertakes to pay a reasonable additional charge for their shipment.
- 16. Privacy policy**
- 16.1. Acting as the customer in the sense of the Austrian Data Protection Law (DSG 2000), to execute the blanket contract and the individual rental contracts, DriveNow shall be entitled to collect, process and use your personal data such as name, title, date of birth, address, email address, bank details and mobile phone number and the contract data such as the start location and destination, start time and destination time and the duration of use. The processing of the contract data, particularly to determine and displayed the current location, shall be carried out using the Google Maps API and is essential for the function and full provision of all DriveNow services. If the contract data are sent to Google, they are only supplied so in anonymised form.
- 16.2. DriveNow shall be entitled to identify and rectify errors or faults and to identify and process recourse claims for which DriveNow would be liable as the vehicle keeper, to authorise BMW AG, (BMW AG, Petuelring 130, 80788 Munich) on behalf of DriveNow to collect, process and use the following technical data: Acceleration data, speed data, engine speed data, driving mode data, deceleration data and data relating to events on each journey. These data shall be processed by BMW AG for the above purposes separately from the data set out in No. 1 and sent to DriveNow in pseudonymised form. DriveNow can identify the driver by linking them to the data set out in No. 1.
- 16.3. Furthermore, BMW AG shall collect, process and use the technical data specified in No. 2 to calculate a driving style score on behalf of DriveNow. These data shall be processed by BMW AG for the above purposes separately from the data set out in No. 1 and sent to DriveNow in pseudonymised form. DriveNow can identify the driver by linking them to the data set out in No. 1. This shall be used by DriveNow to identify any usage in breach of contract and/or in breach of road traffic rules for which DriveNow would be liable as the vehicle keeper.
- 16.4. DriveNow operates so-called geofencing. Geofencing is a technology which defines a virtual area, for example using GPS coordinates, and draws a virtual border around them. DriveNow has virtually recorded the contract service territory (the national territory of Austria) using geofencing. When you leave or enter the areas recorded in this way in a DriveNow vehicle, your position is recorded by GPS and various signals may be initiated. In addition to the position data of the virtual border, the system also includes other position data of (third party) filling stations, airports, zones in which parking is permitted or banned and in which the rental may be terminated and points of interest (POI) such as charging columns or mobility stations. If you approach locations of this type, a pop-up may be displayed in the vehicle as a result of your position being recorded, providing more information of the location in your vicinity. If you leave the service territory defined in the contract which has been recorded in virtual form, DriveNow will be informed by a silent alarm stop. This provides adequate protection against theft. Geofencing is not used to create a movement profile.
- 16.5. DriveNow uses push notifications to contact you, the User of the DriveNow app. For this purpose, DriveNow uses the personal data specified in No. 1 and the GPS data from your mobile device, with the latter only been possible if recording for the DriveNow app has been enabled, for advertising purposes and for the purposes of market research and quality assurance.
- 16.6. Push notifications may contain the following information:
- Display of the nearest available DriveNow vehicle if the car radar has been enabled in the DriveNow app
  - Amount of journey costs
  - Assessment of the cleanliness of the vehicle after the end of the rental
  - Information about amendments to the DriveNow GTCs or privacy policy
  - DriveNow services
  - The push notifications always depend on your consent which is requested as you install the app. If you have given your consent to receive push notifications, you can reverse your decision at any time in the settings in the DriveNow app or in the settings on your mobile device.
- 16.7. The rental vehicles are used as mobile traffic report units by the use of floating car data (FCD). This service is designed to collect information about the current traffic situation and is performed using the existing BMW navigation and ConnectedDrive platforms. For this purpose, the position and sensor data collated during the journey are transferred together with the current time details in an anonymised form to BMW AG and a traffic service provider.
- 16.8. *Identity and creditworthiness check if direct debit through Billpay is selected*
- During the registration process, if the User selects SEPA direct debit as his means of payment, DriveNow carries out an identity and creditworthiness check together with Billpay GmbH (Charlottenburg Local Court, HRB 122 029B, Zinnowitzer Str. 1, D-10115 Berlin, Germany, [www.billpay.de/at/endkunden-at](http://www.billpay.de/at/endkunden-at)) and the factor net-m privatbank 1891 AG (Düsseldorf Local Court, HRB 68452, Odeonsplatz 18, D-80539 Munich, Germany, [www.privatbank1891.com](http://www.privatbank1891.com)) which works with Billpay as a service provider. For this purpose, the User's details (forename and surname, Street, house number, postcode, town, date of birth, telephone number and the account details for the direct debit) and the details of the relevant rental, are transferred to Billpay GmbH and net-m privatbank 1891 AG. For the purposes of the identity and credit worthiness check, Billpay GmbH and net-m privatbank 1891 AG transfer data to credit reference agencies (credit agencies), which act as sub-contractors and receive information from them as well as credit information on the basis of mathematical and statistical procedures whose calculation includes address details. Detailed information on this and on the credit agencies used together with a list of these credit agencies, are available in the privacy policy of Billpay GmbH ([www.billpay.de/at/datenschutz-at](http://www.billpay.de/at/datenschutz-at)). Furthermore, Billpay GmbH and net-m privatbank 1891 AG may use tools supplied by third parties to identify and prevent fraud. The data acquired using these tools may be saved in encrypted form by third parties so that only Billpay GmbH and net-m privatbank 1891 AG can read them. Only if the User selects a method of payment with our joint venture partner Billpay GmbH will these data be used, otherwise the data will be deleted automatically after 30 minutes.
- 16.9. The name, address and rental details of the User will be transferred to the appropriate authority in the event of justified official enquiries and, in the

- event of claims that the rights of third parties have been breached (for example the destruction of property), also to these third parties. Otherwise, the personal data will only be disclosed to third parties if this is required to fulfil the blanket contract or an individual rental contract or if the User has given his consent to it.
- 16.10. DriveNow uses service providers for the data usage processes listed in the contract point headed "Privacy policy" which only process personal data on the instruction of and under the control of DriveNow.
- 17. Terms and conditions of use for the DriveNow vehicle database**
- 17.1. The vehicle detail and location data of the DriveNow vehicles which the User can view in various ways, including the map views, shall be designed to display the data within the DriveNow website or DriveNow app. The data may be stored for your own private display of the data, for example in the cache of your browser or app. Any other private or commercial reproduction, distribution, public disclosure or the disclosure of vehicle detail and location data shall be prohibited if such reproduction, distribution, public disclosure or disclosure does not just relate to minor parts of the database in terms of its type and scope. The rights set out in § 76d of the Copyright Law for free use for purposes of science and education and for use in court and official proceedings shall not be affected. The rights to the digital maps are held by the relevant map provider. To this extent, the terms of use issued by the relevant provider shall apply and can be viewed using a note within the map.
- 18. Right to cancel under the Austrian Distance Selling Law and alternative dispute resolution**
- 18.1. If the User is a consumer as described in § 1 of the Consumer Protection Law, the User shall be entitled to cancel the blanket contract within 40 days of its conclusion without giving reasons. This cancellation must be made by means of a clear declaration (for example a letter sent by mail, telefax or email) of the User's decision to cancel this contract. The following specimen cancellation form may be used for this purpose but there is no obligation to do so.

Specimen cancellation form:

To DriveNow Austria GmbH, Rinnböckstrasse 3, 1030 Vienna; service@drive-now.at

I hereby cancel the blanket contract concluded by me.

Date of contract conclusion:

Name of user:

Address of user:

Signature of user:

Date:

To meet the cancellation deadline, it is sufficient for the User to send notification about exercising his right to cancel before the expiry of the cancellation deadline. If the User cancels the blanket contract, DriveNow will repay all payments to the User which DriveNow has received in connection with this blanket contract without delay and at the latest within fourteen days of the day on which the cancellation notification was received by DriveNow. DriveNow shall use the same means of payment for making this repayment which the User used in the original transaction unless a different method has been expressly agreed; under no circumstances will the User be charged for this repayment.

- 18.2. The User shall not have any right of cancellation under § 18 paragraph 1 Z 10 of the Austrian Distance Selling Law for concluded individual rental contracts or vehicle reservations. The User shall also not have any right to cancel as described in point 18.1 four savings packages of gift vouchers purchased by the User. If this package or voucher has already been (partly) used at the time of the cancellation, the User will nevertheless be reimbursed with the full purchase price of the package of voucher but shall be charged for the individual rental contract already paid for by the package of voucher on the basis of the tariff list in force at the time of rental (available at [www.drive-now.com/at/de/pricing](http://www.drive-now.com/at/de/pricing)).
- 18.3. Users who are consumers as described in § 1 of the Consumer Protection Law, shall be entitled to direct complaints to the EU's online dispute resolution platform (<http://ec.europa.eu/odr>).
- 19. General provisions and place of jurisdiction**
- 19.1. The business relationship shall be subject to Austrian law.
- 19.2. The User shall only be entitled to set off if his counter claims are legally related to the accounts payable by the User if these claims have been established in a court of law or if they are undisputed or have been acknowledged by DriveNow.
- 19.3. The exclusive place of jurisdiction for all current and future claims arising from the business relationship with business customers as described in § 1 of the Company Code shall be Vienna – City Centre.
- 19.4. No oral side-agreements have been made. All amendments or supplements to this contract must be made in writing. This requirement shall be satisfied by email.
- 19.5. These GTCs shall be issued in German and English. In the event of any discrepancies, the German version shall take precedence. The contract text shall be saved by DriveNow after the contract has been concluded.