

for information only

General Terms and Conditions

This present translation of the German original document is of exclusively informal nature and by no means valid in any legal sense. **cambio** contracts shall be signed as documents in the German language.

1. Area of application of GTCs and usage right

1.1 The General Terms and Conditions (GTCs) shall apply for the entire business relation between the customer* and the **cambio** company concluding the contract. Furthermore, the price list, the **cambio** manual, the logbooks in the vehicles and the insurance conditions of the insurer with whom the vehicles are insured shall apply in their currently valid versions. The insurance conditions can be viewed at the **cambio** branch office during office hours. Only directors entered in the commercial register or authorised signatories shall be authorised to agree to deviations from and amendments to these GTCs.

1.2 The customer may, on approval from **cambio**, designate persons who may use **cambio** vehicles for their own use on his account (eligible drivers). **cambio** may decline approval without furnishing reasons.

1.3 Where the customer is a natural person, he shall be an eligible driver in the sense of these GTCs.

1.4 Eligible drivers may use the vehicle range of **cambio** where they have been in possession of a driver's licence valid in the Federal Republic of Germany for at least two years and where such licence fulfils the statutory requirements for driving that vehicle. New drivers shall be accepted as eligible drivers following special conditions; these are stated in the **cambio** manual.

1.5 Usage rights to the vehicles and their fulfilment and freedom from disruption shall in this atypical framework agreement also depend on the actions of additional customers and their driving eligibility.

2. Eligible drivers who are not customers as well

2.1 Eligible drivers who are not customers as well shall not become contractual partners of **cambio**. They shall not acquire any rights from this contractual relationship. Moreover, **cambio** shall permit the exercising of the usage rights due to the customer only.

2.2 They may only exercise these rights to the extent that they provide a written undertaking to the customer to fulfil the obligations of an eligible driver as specified in these GTCs. The customer shall be obliged to support **cambio** in this regard.

2.3 The customer shall be liable for the actions of eligible drivers nominated by him as though they were his own and shall assume all costs arising from their usage as his own responsibility.

2.4 Journeys undertaken by eligible drivers shall be exclusively on the account of the customer.

3. Nominated drivers

3.1 Eligible drivers may at any time be driven by a person (nominated driver). The nominated driver shall fulfil the requirements of item 1.4. The eligible driver must be convinced of the driving competence of the nominated driver and confirm the possession of a driver's licence before every journey undertaken by a nominated driver, and not to leave the vehicle in his possession without his supervision.

3.2 The customer shall be liable for the actions of the nominated driver as though they were his own. Journeys undertaken by a nominated driver shall be exclusively on the account of the customer.

3.3 Persons other than those nominated in items 1., 2. and 3. shall not be eligible to use **cambio** vehicles. The customer shall be obliged to take all reasonable measures to prevent unauthorised third parties from use.

4. Financing contribution, registration fee and monthly basic charge

4.1 On commencement of the contract, a one-time registration fee and a monthly basic charge shall be paid. The price list valid at the beginning of the month in question shall apply. The fees named may be increased as a result of nomination of eligible drivers. **cambio** shall, within the framework of the provisions of item 25.2 of these GTCs, be entitled and obliged to pass on cost increases and decreases of the monthly basic charge to the customer when they come into effect.

4.2 The customer shall be able to test the **cambio** offer for a period of four weeks without obligation. During this period the extraordinary right to cancel on a daily basis shall exist for both parties. The registration fee shall only be due once the test month has expired. During this period the extraordinary right to cancel on a daily basis shall exist for both parties. If the customer makes use of the right to cancel the contract, **cambio** reimburses eventual registration fees that may have been charged. **cambio** shall reserve the right to provide exceptions from this in certain cases and for certain tariffs. These shall be listed in the price lists.

4.3 Fees for special tariffs that are listed in the price list as an annual amount (e.g. SiPack) shall not be proportionately reimbursed at the end of the contract.

4.4 Contracts concluded after 30/09/2004 provide an option for making a one-time advance payment for the services to be performed by **cambio**. The advance payment shall be taxed. A separate agreement shall be concluded with the customer in this regard.

4.5 Financing contributions paid before 01/10/2004 shall continue to be subject to the relevant provisions of the GTCs in the version of 01/07/2000.

5. Usage rates

5.1 Vehicle usage is calculated according to the booked and used time (time price) and the kilometres driven (kilometre price) according to the price list valid at the time of the end of the ride. The current price list is available at www.cambio-CarSharing.de/tarife. If the new price list has not

been made known to the customer before or at the time of booking, the previous price list shall apply (for further details concerning the price list, see Item 25).

5.2 Billing is normally performed according to electronically determined travel kilometres. If the driver wishes to be billed according to the km reading, he can prepare a written declaration, including name, customer number, departure and arrival time as well as km reading upon departure and arrival. If he chooses to not provide this information, the data recorded by the technical systems (on-board computer, electronic safes, etc.) shall apply to the billing of the trip.

5.3 Conditions for changes in the tariff are defined in the relevant applicable price list.

6. cambioCard, PIN and cambio manual

6.1 Each eligible driver shall receive a **cambio** manual and an identification card (**cambioCard**) with a personal identification number (PIN) for access to the vehicles and/or the electronic key safes. He alone shall be authorised to use the **cambioCard**. All documentation and objects handed to him shall remain the property of **cambio**.

6.2 The **cambioCard** shall be carefully stored. The PIN may not be made accessible to third parties, noted on the **cambioCard** or stored together with the card in any other manner.

6.3 The eligible driver shall be liable for loss, damage and any unauthorised use of the **cambioCard** and other auxiliary material. Any loss of auxiliary material shall be immediately reported to **cambio**. A penalty fee as per the relevant applicable price list shall be levied. Where damages are incurred due to delayed reporting of such loss or no reporting at all, which exceed the amount of the contractual penalty, the customer shall accept liability for same by offsetting the penalty fee.

7. Reservation

7.1 Usage of the vehicle shall only be permitted after prior reservation of a period (reservation period) through the telephone Reservation Service or on the internet. Overlaps with existing reservations shall not be possible. The reservation period shall comprise at least one hour. It shall begin and end on a quarter hour (e.g. 6:00, 7:15, 8:30, 9:45). In the case of open-end reservations (= return time not indicated by the customer at the time of reservation), the reservation shall end on the next quarter hour after return of the vehicle key. A maximum permissible usage period within which the vehicle must be returned shall apply to open-end reservations. This period is published in the price list.

7.2 **cambio** shall be entitled to set an upper limit (credit line) for the customer for journeys and reservations not yet billed. The credit line may be general or case by case.

cambio may reduce the credit line at any time, taking into account justified requirements of the client, where it becomes clear from the circumstances in individual cases that payment for services within the agreed credit line is jeopardised, in particular

- where a debit advance from the account of the customer has not been made
- where the customer does not fulfil his information obligations according to item 24.1
- where increased payment obligations from this contract on the part of the customer are anticipated after accidents or other incidents
- on request of the customer
- in all cases in which **cambio** would be entitled to terminate the contract according to item 19.

This regulation does not mean that **cambio** shall monitor adherence to the upper limit for the customer; this shall be the sole responsibility of the customer. The regulation shall also not grant the customer a legal right to reservations up to the upper limit defined.

8. Cancellation, shortening and extension of a reservation

8.1 Reservations may be cancelled or shortened. Complete "cancellation" shall be permitted up to the beginning of the reservation period, and a "shortening" up to one quarter hour prior to expiration of the reservation period. Regular recurring reservations (standing reservations) shall be excluded from this.

8.2 Where the vehicle is not available at the location or is not fit for use at the reserved time, the journey may be cancelled by the customer through the Reservation Service at no charge, or the reservation transferred to another vehicle. An eMobil deemed to be not operational when the reach indicated on in the board display does not at least meet the booked minimum reach. Where only a replacement vehicle of a higher value is available at the same rental station, billing shall be performed at the originally reserved price class. Where the station is not able to provide the customer with a replacement value of at least the same value, the customer shall receive a compensation credit as per the relevant applicable price list.

8.3 Exceeding of the reservation period shall in all cases be reported to the Reservation Service as an "extension" prior to expiry of the period. Where this results in overlaps with other reservations, the customer shall pay a default fee as per the relevant applicable price list. To the extent that the customer proves that the damage was less than the default fee, he shall only be liable to pay the lesser amount. Exceeding the reservation period without informing the Reservation Service in sufficient time (overtime) may be treated as breach of the reservation obligation according to item 7.1 and may result in a penalty fee (see item 17).

8.4 Reservations, cancellations and extensions according to items 7., 8.1 and 8.3 may be made either by telephone or in the customer section of the **cambio** website or via app. Depending on the medium used, a reservation fee shall be levied per reservation procedure according to the relevant applicable price list.

9. Checking of vehicle prior to journey commencement

9.1 The eligible driver shall check the vehicle for obvious defects and damages prior to commencement of the journey (damage check). For eMobiles the damage check includes the charging station and charging cable. Where defects and damages are determined, he shall be obliged to inform the Reservation Service of same prior to commencement of the journey. Use of the vehicle shall in this case only be permitted with the express approval of the Reservation Service; this shall not be unreasonably withheld. Where, on the basis of the discussion, the Reservation Service is not able to rule out the possibility that the roadworthiness of the vehicle may be jeopardised, or that the current state of the vehicle must be secured due to possible liability disputes, the Reservation Service may refuse use of the vehicle until a **cambio** technician arrives at the location. To the extent that the customer does not perform the required damage check prior to commencement of the journey (i.e. starts the trip without the approval of **cambio** despite obvious damages), **cambio** shall reserve the right to demand a damage lump sum of 250 Euro. This shall not apply where the customer proves that no damage at all or damage to a significantly lesser degree has occurred due to the breach of obligation on his part.

9.2 Where the eligible driver does not adhere to the above obligations, he shall be liable for all damages resulting from unauthorised use of the vehicle. To the extent that the resulting damage is higher than the amount of the deductible, liability shall be limited to the lesser amount.

10. Handling of the vehicle

10.1 The eligible driver shall undertake to handle every vehicle carefully and according to purpose, and to behave in a manner appropriate for operational and traffic safety. He shall be obliged to take note of all relevant statutory provisions and official regulations, the manufacturer's operating instructions and the regulations included in the **cambio** manual and logbook, in terms of use of the vehicle.

10.2 The vehicle may only be driven with tyres according to the weather conditions. From October to April **cambio** equips all vehicles with mud and snow tyres (M + S tyres).

10.3 The eligible driver shall undertake to be guided by an additional person when reversing with light commercial vehicles, 9-seaters and passenger vehicles where the load restricts view through the rear windscreen.

11. Prohibited use

11.1 It is prohibited to use the vehicles contrary to the valid insurance conditions. Also forbidden are subleasing, use to commit unlawful acts (even if such acts are only punishable by the law which is applicable at the scene of the crime) and any other use which goes beyond the contractual use. In particular, the vehicles are not to be used for participation in vehicle tests, in motor sport events or driving safety training or for the transport of highly flammable, toxic or other dangerous substances. Transporting of passengers that is subject to authorisation shall also be prohibited according to the Passenger Transportation Act in item 2. That is, transporting of passengers for all commercial purposes using **cambio** vehicles with more than 6 seats (incl. driver) is prohibited.

11.2 **cambio** vehicles may only be taken across national borders where these countries are listed in the manual. Should the eligible driver need to take the vehicle to a country not listed here, approval from **cambio** is required.

12. Actions in the event of damages, defects and accidents

12.1 The customer shall immediately report damages and defects that occur to the vehicle during the journey and that are not recorded in the logbook to **cambio's** reservation service (and/or to the in item 21 mentioned car rental vehicle holder). Continuation of the journey shall in this case only be permitted with the express consent of the Reservation Service; this shall not be unreasonably withheld. Where, on the basis of the discussion, the Reservation Service is not able to rule out the possibility that the roadworthiness of the vehicle may be jeopardised, or that the current state of the vehicle must be secured due to possible liability disputes, the Reservation Service may refuse use of the vehicle until a **cambio** representative arrives at the location. The eligible driver shall undertake to do his utmost to limit the damage.

12.2 The eligible driver may undertake to have damages and defects repaired by a contractual workshop up to the amount listed in the relevant applicable price list. Where higher amounts are advanced, the driver shall have claim to compensation for repairs that can be proven to have been absolutely essential. **cambio** shall reimburse the costs on furnishing of a proper receipt, to the extent that the eligible driver is not liable for these costs.

12.3 The eligible driver shall immediately inform the police and **cambio** after any accident and follow the regulations in the logbook in this regard. Fault in the accident and/or other claims by the opposing party shall not be acknowledged. Continuation of the journey shall in these cases also only be permissible with the express consent of **cambio**. The information obligation in terms of the police and **cambio** shall also apply in the event of theft of the vehicle or vehicle parts. The customer and eligible driver are

for information only General Terms and Conditions

obliged to assist in clearing up traffic accidents in terms of the holder, insurance companies and – to the extent that he does not incriminate himself as a result – authorities and courts.

13. Return of the vehicle

The driver is obliged to return the vehicle properly by the end of the booking period. The return is deemed to be proper if the vehicle is parked at its parking space, the inside of the car is clean, the tank is at least ¼ full and the vehicle is secured against theft. In the case of electric vehicles, the charging cable also has to be connected to the charging column and the charging process has to be started. Furthermore, all power consumers have to be switched off, the existing barriers of the parking space have to be closed and the car key has to be securely deposited in the designated location.

14. Liability of the eligible driver

14.1 The eligible driver shall be liable according to general liability rules to the extent that he damages or purloins the vehicle, or loses vehicle parts during his period of usage (e.g. boot cover, hat rest, foot mats, head rests, vehicle key etc.), he harms a third party with the rented vehicle or breaches his contractual obligations. In particular, the eligible driver shall return the vehicle in the same condition that he accepted same. Liability on the part of the eligible driver up to the amount of the deductible agreed shall also extend to ancillary damage costs such as expert costs, towing costs, depreciation, loss of rental fees, higher insurance premium class, any claim redemption paid to the insurer to avoid an increase in insurance premiums, and additional administration costs. Limited liability in the amount of the deductible shall not come into force in the event of mechanical damage caused by the eligible driver (e.g. gear damage due to incorrect gear changing, engine damage due to incorrect fuel tanked etc.); any limitation in terms of the deductible in the case of damage agreed with **cambio** shall not apply. Where **cambio** is only made aware of any damage by the subsequent user, the eligible driver shall only be liable where the damage to the vehicle could not have been caused outside of the reserved time by a third party while the vehicle was parked at the rental station.

14.2 In the case of damage to the vehicle, liability on the part of the eligible driver shall be limited to the deductible listed in the relevant applicable price list, to the extent that the vehicle was used according to contract and the damage was immediately reported.

14.3 The eligible driver can reduce the deductible by concluding a surety package. The extent of the reduction of liability can be found in the relevant applicable price list.

14.4 The reduction of liability shall also apply to damages caused by a nominated driver, to the extent that the eligible driver is liable for this according to item 3.2 and has concluded a surety package. Where an eligible driver is also a nominated driver for another eligible driver, the reduction of liability of the surety package shall also apply if only the nominating eligible driver has concluded a surety package and the requirements in item 3 have been met. This shall however only apply if the journey was performed in the name and on the account of the nominating eligible driver.

14.5 The eligible driver shall be liable in terms of **cambio** (and/or the vehicle holder) for the full extent of damages as a result of wilful or grossly negligent non-adherence to the GTCs, statutory regulations or general insurance conditions (also by the nominated driver).

14.6 **cambio** is entitled to waive the use of its own insurance so as to receive its no-claim bonus without this manifesting as a reduction in the extent of liability on the part of the eligible driver.

14.7 The customer shall be liable for actions by eligible drivers designated by him as though they were his own and shall be responsible for all costs incurred as a result of their usage of the vehicle.

15. Insurance coverage during the reservation period

All vehicles are insured for third party liability, partially comprehensive and fully comprehensive insurance. Claiming of insurance shall only be permitted after prior agreement with **cambio** (and/or the vehicle holder). Following sentence has been deleted: Passenger insurance cover shall only exist where this has been expressly agreed.

16. Liability of cambio

16.1 **cambio** shall be liable for damages as a result of injury to life, limb or health that are attributable to negligent breach of obligation by a statutorily appointed representative or assigned agent. Otherwise, liability on the part of **cambio** (and/or the vehicle holder) shall be limited to wilfulness and gross negligence. This shall apply particularly to damages that arise where a vehicle is not available despite a reservation having been made.

16.2 Where a vehicle is not available at the reserved time, **cambio** shall be liable for compensation according to item 8.2.

17. Contractual penalties

17.1 The customer shall pay a contractual penalty if he is in breach of a regulation stipulated in the GTCs and a fee is provided in the price list for this occurrence. This shall apply particularly where he or an eligible driver hands the vehicle to an unauthorised driver (item 3.3), uses a vehicle without a booking (item 7.), is late in returning a vehicle (item 8.3), does not return a vehicle in an orderly condition (item 13.), loses the **cambio**Card or hands same to an unauthorised person (items 3.3 and 6.).

18. Blocking and withdrawal of the cambioCard

cambio may block one or all **cambio**Cards if:

- Communication information becomes invalid without prior notice (e.g. address, telephone number, email),
- Handling of damages between a customer and **cambio** is the subject of dispute
- A bank debit is not honoured without prior notice or the customer is in arrears on payment by more than 75 Euro or
- Well-founded grounds for suspicion exist that the customer is endangering or damaging other traffic participants or **cambio** customers.

19. Notice and handling of the contractual relationship after termination

19.1 Either party may terminate the participation contract at any time by giving a notice period of two weeks before the end of a month.

19.2 Every termination shall be in writing.

19.3 On termination of the contract, the customer shall be obliged to immediately return all **cambio**Cards. The obligation of surrender shall also apply to all other objects and auxiliary material that he or other eligible drivers receive within the scope of the contractual relationship.

19.4 Any financing contribution paid shall be reimbursed by **cambio** after preparation of the final account and settlement of all outstanding claims against the customer.

20. Services by third parties

20.1 The eligible driver may employ the services of third parties (collaboration partners) in the name of the customer and for the customer's account on a non-cash basis. The collaboration partners are listed in the **cambio** manual. The service employed shall be billed separately to the customer by **cambio** or together with the monthly invoice. **cambio** shall accept no liability and guarantee for orderly provision of services by the collaboration partner. Relevant complaints and claims shall be addressed directly to the collaboration partner.

21. Reservations at other vehicle providers

21.1 The customer may reserve vehicles, in his name and on his account, from other CarSharing providers and car rental companies via **cambio** to the extent that is offered in the **cambio** manual.

21.2 For these bookings the GTC and contract terms of the respective provider apply. These can be viewed at **cambio**.

21.3 All **cambio** companies shall endeavour to offer their services at uniform conditions and prices. Journeys with other **cambio** companies and cooperative partners that are specifically marked in the manual shall be calculated as per the current price group of the customer contract to the extent that this is offered, if it is a tariff offered nationwide. If the same types of vehicles are not available from those providers, **cambio** selects a similar vehicle with comparable quality and cost characteristics.

21.4 The reservation costs at other vehicle providers shall be billed to the customer by **cambio** without surcharge unless otherwise specified in the customer manual.

21.5 **cambio** is liable for its own fault only so far as it is part of the booking process, but accepts no responsibility or liability for the performance of other vehicle providers. Warranty and liability claims of the customer relating to the performance of other vehicle providers are to be handled directly with them.

21.6 The customer exempts **cambio** from all third party claims resulting from a reservation with another vehicle provider, if these are not due to a fault of **cambio**.

22. Payment conditions, direct debit mandate, SEPA direct debit and default

The customer authorizes **cambio** to collect all due amounts under the contract execution via direct debit from his account. As part of the SEPA direct debit billing **cambio** informs the customer in advance about the amount and the date of collection (SEPA advance information). This SEPA advance information is made at least six days before the amount is due for collection. The invoiced amounts are due eight days after invoicing. Where the amount due is not redeemed or recovered by the bank, **cambio** shall calculate a processing fee according to the relevant applicable price list. This shall not apply where the process is hampered due to an error on the part of **cambio**. Furthermore, **cambio** shall be entitled to implement a provisional block (see item 18) up to receipt of payment where the customer does not effect payment within the agreed terms of payment. **cambio** shall charge a processing fee in accordance with the relevant applicable price list for each warning issued. The right to claim further damages shall remain unaffected.

23. Offset

The customer may only offset monetary claims by **cambio** by means of legally determined, undisputed claims or claims approved by **cambio**.

24. General obligations

24.1 The customer shall undertake to immediately inform **cambio** of a change of his name, address or bank details as well as a change of the relevant data in terms of his eligible drivers. On request, the customer shall also provide **cambio** with the name and address of a driver nominated by him.

24.2 The eligible driver shall be obliged to carry his valid driver's licence on each journey. **cambio** shall be immediately informed of every temporary restriction or permanent withdrawal of the driver's licence and of the reason for this measure.

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25. Changes to the price list, GTCs and other contractual components

25.1 **cambio** shall be entitled and obliged to adjust, i.e. to increase or decrease, the kilometre prices according to the relevant nominal increase/decrease in the case of a change to fuel prices (reservation of right of adjustment). The terms of the reservation of right of adjustment are set out in the applicable price lists.

25.2 **cambio** also reserves the right to change all items in the price list appropriately, if the conditions for purchasing, production costs or the cost elements like taxes, insurance, vehicle financing and the sale of used cars change considerably. In case of a substantial reduction of costs in the sense of the previous sentence, the regulation shall apply accordingly.

25.3 Changes in the price list will be communicated to the customer in writing, highlighting the changes, at least six weeks prior to the planned effectiveness of the change. If the customer does not object to the changes within four weeks, his approval to the amendments is deemed to be given. **cambio** will inform the customer about this approval action unambiguously each time.

25.4 Changes of the GTCs will be communicated to the customer in writing, highlighting the changes, at least six weeks prior to the planned effectiveness of the change. Only such changes that will not unilaterally affect the fundamental balance of performance and return at the expense of the customer will be made. If the customer does not object to the changes within four weeks, his approval to the amendments is deemed to be given. **cambio** will inform the customer about this approval action unambiguously each time.

25.5 The customer has the right to immediately terminate the contract due to changes of the GTCs or in the price list. He will explicitly be informed about this right in the notice of change. He may exercise that right within 4 weeks after notification of the amendment.

26. Data protection

26.1 **cambio** attaches great importance to the protection of personal data of customers and eligible drivers and respects the statutory data protection regulations. Personal data of customers and eligible drivers will only be collected, stored, transmitted or used without their explicit consent where it is necessary for the establishment, implementation or termination of the contract or to protect the legitimate interests of **cambio** and where the interests worthy of protection of the customer or eligible driver does not oppose. Forwarding of the data to third parties shall only be permitted in the following cases:

- Forwarding to booking services and collaboration partners in the group of joint service providers (see item 20, 21), as well as carefully selected subcontractors that take over tasks on behalf of **cambio** to the extent necessary for the performance of the contractual or in individual cases by the customer commissioned services,
- Forwarding to attorneys and insurance companies to the extent necessary for settlement of claims,
- Forwarding to regulatory and law enforcement agencies due to legal obligations;
- Forwarding on the basis of written approval from the customer.

Forwarding of data for commercial grounds shall be excluded. Forwarding in an anonymous form for scientific purposes shall be permitted.

26.2 **cambio** shall make the customer aware of the fact that his reservation call to the central number of the telephone Reservation Service shall be recorded for purposes of clarification of potential misunderstandings, prior to the start of the dialogue in terms of the reservation, and shall inform him that he can make a reservation via the internet as an alternative to the extent that he may not agree to a recording of his call. The customer can avoid repeated notification of the recording of a call by agreeing to the recording of his calls by means of a separate signature and by calling a separate number of the Reservation Service made available by **cambio**, which also records the calls but does not automatically notify callers of the fact that the conversation shall be recorded. Both numbers are published in the customer manual.

27. Relevant law and place of jurisdiction for commercial and public customers

27.1 The business connection between the customer and **cambio** shall be subject to German law.

27.2 Where the customer is a merchant and where the contested business relation can be ascribed to operation of his commercial trade, the headquarters of the **cambio** company concluding the contract shall be agreed as the place of jurisdiction. The same shall apply to a legal entity under public law and to public fund assets.

28. Consumer dispute settlement law

The contracting company **cambio** is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration office.

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*Note The person-related language in the text refers to both males and females. For reasons of legibility we have however decided to use the common form. We kindly ask for your understanding.