

# for information only General Terms and Conditions

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



## 1. Scope of application of the General Terms and Conditions and right of use

**1.1.** The General Terms and Conditions apply to the entire business relationship between the customer and the contracting cambio-company, which arises from both the registration form and the affirmation of the contract, regarding the provision of vehicles for temporary use in the form of CarSharing. In addition, the price list ([www.cambio-CarSharing.de/tarife](http://www.cambio-CarSharing.de/tarife)), the cambio-user-instructions (at [www.cambio-CarSharing.de/cambio-FAQ](http://www.cambio-CarSharing.de/cambio-FAQ)), the logbook in the vehicle, and the insurance conditions of the insurer with whom the vehicles are insured – each in its currently valid version – all apply. The terms and conditions of insurance can be viewed at the cambio-office during opening hours or in the download area of the cambio-website ([www.cambio-CarSharing.de](http://www.cambio-CarSharing.de)). Only managing directors or authorised signatories entered in the commercial register are authorised to agree to verbal deviations and additions to these General Terms and Conditions.

## 2. Definition of terms

### 2.1. Customer

**2.1.1.** If the customer is a natural person, then he or she is an authorised driver as laid out in these General Terms and Conditions.

**2.1.2.** With cambio's consent, the customer may nominate persons (authorised drivers) who can independently use cambio-vehicles on his or her account. cambio may refuse such consent without providing a reason.

### 2.2. Authorised drivers who are not also customers

**2.2.1.** Authorised drivers who are not also customers do not become contractual partners of cambio. They do not gain any rights from this contractual relationship. Rather, cambio only permits the exercise of the rights of use to which the customer alone is entitled.

**2.2.2.** Authorised drivers may only exercise these rights if they have committed themselves online or in writing to fulfil the obligations of an authorised driver as set out in these General Terms and Conditions.

**2.2.3.** Authorised drivers may use the cambio-vehicle service if they have a driving licence valid in the Federal Republic of Germany that meets the legal requirements for driving the booked vehicle and the regulations included therein are being followed. cambio reserves the right to set special conditions for novice drivers.

**2.2.4.** The customer is liable for any of the authorised driver's fault to the same extent as if it were their own fault.

**2.2.5.** Trips of authorised drivers are exclusively at the expense of the customer.

### 2.3. Designees

**2.3.1.** The authorised driver can be driven by another person (designee) at any time. The designee must meet the requirements set out in Section 2.2.3. Before each trip, the authorised driver undertakes to satisfy himself/herself of the fitness to drive of his/her designee and to ensure that the designee is carrying a valid driving licence. The authorised driver shall not leave the vehicle to the designee without his/her supervision.

**2.3.2.** The authorised driver is liable for any of the designee's fault to the same extent as if it were their own fault.

**2.3.3.** Persons other than those mentioned in this section are not authorised to use cambio-vehicles. The customer undertakes to take all reasonable precautions to exclude unauthorised third parties from using the cambio-vehicles.

## 3. Registration fee, monthly basic fee, travel credit and upper limit for bookings

**3.1.** Upon commencement of the contract, a registration fee and, if applicable, further fees (depending on the tariff) are payable. The price list valid for the time of return when starting the trip shall apply. It will be published and announced in accordance with Section 23. A current price list is always available at [www.cambio-CarSharing.de/tarife](http://www.cambio-CarSharing.de/tarife).

**3.2.** cambio-customers can purchase travel credits. These are used

for trips with a cambio-car described in the General Terms and Conditions and can be credited against the trip costs, but not against monthly fees, deductibles and other fees. As long as a travel credit exists, it is automatically used for the payment of the trips. The purchase of a travel credit corresponds to a purchase in the sense of the German Civil Code. A travel credit is valid for three years from the end of the year in which it was purchased.

**3.3.** cambio is entitled to set an upper limit (trip credit) for a customer for unbilled trips, bookings, and other invoice items. The trip credit can be set in general or for individual cases. Taking into account the legitimate concerns of the customer, cambio may reduce the trip credit at any time if, based on the circumstances of the individual case, it becomes apparent that the payment of the services possible under the agreed trip credit is at risk, in particular

- if a direct debit to the customer's account is not executed;
- if the customer does not comply with his/her information obligations under Section 22.;
- if, following an accident or other incident, the customer faces foreseeable increased payment obligations under this agreement;
- at the request of the customer;
- in all cases in which cambio would be entitled to terminate the agreement pursuant to Section 17.

This provision does not mean that cambio monitors compliance with the upper limit for the customer; this is the sole responsibility of the customer. Nor does it grant the customer any legal claim to bookings up to the specified upper limit. It is not possible to calculate the exact travel costs of a booking in advance due to ignorance of the route, and that subsequent costs such as damages, delays, etc. are not foreseeable. The customer is aware that the invoice amounts may exceed the trip credit granted for these reasons.

## 4. User fees

**4.1.** The use of the vehicle is calculated according to the booked and used time (time price) and the driven kilometres (kilometre price) according to the price list valid for the time of return when starting the trip. The currently valid price list can be viewed at any time at [www.cambio-CarSharing.de/tarife](http://www.cambio-CarSharing.de/tarife). The customer will be notified of any changes to the price list six weeks before they come into force. A booking can be made significantly more than six weeks in advance, at a time when information about a possible price change is not yet available. If an authorised driver does not agree with the price change after notification of the change, the existing booking can be cancelled free of charge up to 24 hours before the start of the booking. The currently valid price list is accepted at the start of the booking.

**4.2.** As a rule, billing is based on the electronically calculated kilometres travelled. If the authorised driver wishes to be billed according to the mileage readings, he or she can prepare a written report with name, customer number, departure and arrival time as well as mileage at departure and arrival and send it to cambio. If he or she waives this right, the data recorded by the technical systems (on-board computers, electronic safes, etc.) are binding for the billing of the trip.

## 5. Access authorisation, PIN and cambio-card

**5.1.** Each authorised driver receives an access authorisation with a personal identification number (PIN) for access to the vehicles and/or the electronic key safes. Only he or she is entitled to use the access authorisation. The PIN must always be kept separate from the access authorisation (cambio-card, cambio-app). All documents and items provided to the authorised driver remain the property of cambio.

**5.2.** cambio can define tariffs and products for which an authorised driver can only use vehicles that can be taken over via app. For these products cambio does not issue a cambio-card.

**5.3.** Once issued, the cambio-card must be stored carefully.



The PIN must not be written on the cambio-card or otherwise stored together with the cambio-card.

**5.4.** The authorised driver is liable for the loss, damage or misuse of the cambio-card, as far as the authorised driver can be blamed for this. The loss must be reported to cambio immediately. In case of the authorised driver's fault, a contractual penalty applies in accordance with the currently valid price list, unless the customer can prove that cambio suffered no or significantly smaller damage. If, as a result of late notification or failure to notify cambio, damages occur that exceed the amount of the contractual penalty, the customer shall be liable for such damages, taking into account the contractual penalty.

## **6. Booking, cancellation and return of station-based vehicles and of vehicles in parking zones**

### **6.1. Booking a station-based vehicle**

Vehicle use is only permitted after a period (booking period) has been booked in advance with the telephone booking service, on the Internet or via the cambio-app. The booking period is at least one hour. It begins and ends at a full quarter hour (e.g. 6:00, 7:15, 8:30, 9:45).

### **6.2. Booking of a parking zone vehicle**

A vehicle within a parking zone (a defined area where the cambio-vehicle may be parked) can only be booked via the cambio-app. Within 15 minutes before the start of the trip, the cambio-app shows where the vehicle is located. If other vehicles are displayed in the app, the authorised driver can change to another vehicle. Details on booking vehicles in a parking zone are described at [www.cambio-CarSharing.de/parkzone](http://www.cambio-CarSharing.de/parkzone).

### **6.3. Cancelling, shortening or extending a booking**

**6.3.1.** Bookings can be cancelled or shortened. A complete cancellation is allowed until the beginning of the booking period, a shortening until a quarter of an hour before the end of the booking period. This does not apply to regularly recurring bookings (subscription bookings). Depending on the medium used, a booking fee will be charged for each booking transaction in accordance with the currently valid price list.

**6.3.2.** If the vehicle is not at the appointed location or not operational at the time booked, the trip should be cancelled with the booking service or rebooked to another vehicle. This is free of charge. An electric car is considered to be unusable if a minimum range has been booked in advance, which cannot be reached according to the range indicator in the vehicle. If there is only a higher-value replacement vehicle available at the same station, billing will be in the price class originally booked. If no replacement vehicle of at least the same value is available at the same station, the customer will receive a compensation credit in accordance with the currently valid price list.

**6.3.3.** If the vehicle cannot be opened via the cambio-app and the authorised driver is in possession of a cambio-card, he or she cannot claim a compensation credit. This also applies to authorised drivers who cannot open the vehicle with the app of a partner company and who are in possession of an access card of a partner company. If the authorised driver is not in possession of a cambio-card or an access card of a partner company, he or she can claim a compensation credit for not being able to open a vehicle.

**6.3.4.** The booking service must be notified of any exceeding of a booking period as an "extension" before its expiry. Should the extension overlap with other bookings, the customer shall pay a late fee in accordance with the currently valid price list, unless the customer can prove that cambio suffered no or significantly smaller damage. Exceeding the booking period without the timely notification of the booking service (overdraft) may be treated as a breach of the booking obligation after Section 6.1. and result in a contractual penalty in accordance with the respectively valid price list, unless the customer can prove that cambio suffered no or significantly smaller damage.

### **6.4. Return of a station-based vehicle**

**6.4.1.** The authorised driver undertakes to return the vehicle in an orderly manner to the station from where it was taken by the end of the booking period. In case all parking spaces at the station are occupied, the authorised driver must inform the cambio-

booking service (or the vehicle provider set by cambio according to Section 19) via phone and discuss all further proceedings with them. The return shall be deemed orderly if the vehicle is parked at the station from where it was taken or – if all parking spaces at this station are occupied – in a parking space assigned by the booking service, with at least tank capacity and secured against theft. Furthermore, all consumers of electricity must be switched off, any barriers to the parking space must be locked and the car key must be safely deposited in the designated location. If the vehicle is not returned in an orderly fashion as per Section 6.4.1., this will result in a contractual penalty in accordance with the respectively valid price list, unless the authorised driver can prove that cambio suffered no or significantly smaller damage.

**6.4.2.** For electric vehicles, the charging cable must be connected to the charging station and the charging process must be started when the booking is completed.

### **6.5. Return of a parking zone vehicle**

**6.5.1.** If a vehicle is booked in a parking zone (a so-called green zone), it must be parked in this parking zone in a public free-of-charge parking space in accordance with the applicable parking regulations. The vehicle may not be parked in an underground car park, in a parking space reserved for disabled persons or in parking spaces for electric vehicles. It may only be parked in parking areas with a daily or time-related restriction of the parking authorisation (e.g. no stopping, with additional signs such as "8:00 to 18:00" or "Wednesdays, 6:00 to 15:00") if the restriction does not take effect until 48 hours after the vehicle has been parked. This also applies to temporary parking bans that have already been ordered but are not yet valid (e.g. due to events or moves).

**6.5.2.** If a vehicle is to be parked in a parking zone and there is no legal parking space available in this zone in accordance with section 6.5.1., the vehicle is to be parked within the tolerance range (so-called orange zone) in a public free-of-charge parking space in accordance with the applicable parking regulations. The vehicle may not be parked in an underground car park, in a parking space reserved for the disabled or in a parking space for electric vehicles. Because the subsequent user has a longer distance to the vehicle, cambio will charge a fee for parking within the tolerance range in accordance with the currently valid price list. This amount will be credited to the subsequent user. If the vehicle is parked outside the parking zone and outside the tolerance range, a contractual penalty is payable in accordance with Section 15., unless the authorised driver's can prove that cambio suffered no or significantly smaller damage.

## **7. Booking and returning free-floating vehicles**

### **7.1. Booking**

Free-floating vehicles cannot be booked far in advance. They can be reserved a maximum of 20 minutes prior to use. If a reserved vehicle is not taken over within the reservation period, the vehicle will be released. If the customer does not take over the vehicle within the reservation time, costs will be charged for the reservation time in accordance with the currently valid price list. Free-floating vehicles can only be booked via the cambio-app. It is possible for a booking of a station-based and of a free-floating vehicle to overlap. cambio only allows one vehicle to be used at any given time. The booking period is at least one hour. It begins with the pickup of the vehicle at a full quarter hour (e.g. 6:00, 7:15, 8:30, 9:45). The trip with a free-floating vehicle is always a booking without a fixed end. The maximum use time of the vehicle depends on the respective business area. More detailed information can be found at [www.cambio-CarSharing.de/cambio-FAQ](http://www.cambio-CarSharing.de/cambio-FAQ).

### **7.2. Cancellation**

**7.2.1.** If the vehicle is not operational in the reservation period, the customer must inform the booking service. The trip can be cancelled free of charge or transferred to another vehicle.

**7.2.2.** If the vehicle cannot be opened via the cambio-app and the authorised driver possesses a cambio-card, he or she cannot claim any compensation credit. This also applies to authorised drivers who cannot open the vehicle with the app of a partner company and who are in possession of an access card of this partner com-



pany. If the authorised driver does not possess a cambio-card or an access card of a partner company, he or she can claim a compensation credit for not being able to open a vehicle.

### 7.3. Return of the vehicle

**7.3.1.** The authorised driver undertakes to return the vehicle in an orderly manner by the end of the maximum period of use. The vehicle must be parked within the boundaries of the operating area. Operating areas can be viewed in the cambio-app and on the cambio-website. Further information on the operating area can be found at [www.cambio-CarSharing.de/cambio-FAQ](http://www.cambio-CarSharing.de/cambio-FAQ). Permitted parking spaces for parking are public parking spaces located in the respective operating area. A vehicle may not be parked in a paid parking space, in an underground car park, in a taxi or disabled parking space or in a parking space for electric vehicles. It may only be parked in parking areas with a daily or time-related restriction (e.g. no stopping with additional signs such as "8:00 to 18:00" or "Wednesdays, 6:00 to 15:00") if the restriction does not take effect until 48 hours after the vehicle has been parked. This also applies to temporary parking bans that have already been ordered but are not yet valid (e.g. due to events or moves). Parking in parking spaces of station-based CarSharing vehicles is also not permitted.

**7.3.2.** The return of the vehicle is deemed orderly if the vehicle is parked in the operating area, with at least tank capacity and secured against theft. If the vehicle is parked outside the operating area at the end of the booking, cambio is entitled to charge a flat rate of Euro 50 for damages, unless the customer can prove that cambio suffered no or significantly smaller damage. cambio is free to claim further damages for the return of the vehicle to the operating area where it was to be returned to as per Section 7.3.1. The claimed flat charge will be credited hereupon.

**7.3.3.** Exceeding the maximum period of use is treated like a disorderly return in terms of Section 7.3.2., thus referring to the legal consequences described therein.

### 8. Checking the vehicle before starting the trip

**8.1.** The authorised driver must check the vehicle for obvious defects and damage before starting the trip (damage check). The damage check also includes the charging station and the charging cable for electric vehicles. If the authorised driver discovers defects or damage, he or she is obliged to notify the booking service before the start of the trip. The use of the vehicle is then only permitted with the express consent of the booking service. This will not be refused without good reason. If, based on the conversation, the booking service cannot rule out the possibility that the vehicle is not roadworthy, or if the current condition of the vehicle must be secured due to a possible liability dispute, the booking service can refuse use until a cambio-technician is on site and gives permission for further use of the vehicle.

**8.2.** The damage check is necessary in order to be able to assign any damage existing before the start of the trip to the one who caused it. If the authorised driver does not carry out the required damage check before the start of the trip (i.e. starts the trip without cambio's approval despite obvious damage), he or she will impede the assignment of any damage existing before the start of the trip to the one who caused it. In this case, cambio reserves the right to charge a flat rate of Euro 250. This does not apply if the customer can prove that no damage at all or significantly less damage was caused by the breach of duty for which he or she is responsible.

**8.3.** If the authorised driver does not comply with the above-named obligations, he or she is liable for all subsequent damages resulting from the unauthorised use. If the subsequent damage is higher than the deductible, the liability is limited to the lower amount.

### 9. Handling the vehicle

**9.1.** The authorised driver undertakes to treat each vehicle carefully and appropriately and to behave in the interests of operational and road safety. He or she undertakes to observe all legal regulations and official directives relevant for use, the manufacturer's operating manual and the regulations in the cambio-user-instructions (at [www.cambio-CarSharing.de/cambio-FAQ](http://www.cambio-CarSharing.de/cambio-FAQ)) and in the logbook.

**9.2.** The vehicle may only be driven with tyres appropriate to the weather conditions. cambio ensures that all vehicles are equipped with tyres that comply with the legal and insurance regulations at the location of the vehicle. The authorised driver is obliged to use the vehicle only if the vehicle's equipment and tyres ensure safe driving for the weather conditions and legal regulations – including in the place of use.

**9.3.** The authorised driver is obliged to be guided by another person when reversing with light commercial vehicles and 9-seater vans as well as with vehicles where the load impairs visibility through the rear window.

### 10. Unauthorised uses

**10.1.** It is forbidden to use a vehicle contrary to the valid insurance conditions, which can be viewed at the cambio-office during opening hours or in the download area of the cambio-website ([www.cambio-CarSharing.de](http://www.cambio-CarSharing.de)). It is also prohibited to sublet a vehicle, to use one to commit illegal acts (even if these are only punishable under the law of the place of crime) or to use them in any other way beyond the contractually agreed use. In particular, vehicles may not be used for participation in vehicle tests and motor sports events. For use of the vehicle as part of a parade, a motorcade or a political event, cambio reserves the right to issue a special authorisation. Using the vehicle in these cases without permission is not allowed. Carriage of highly inflammable, toxic or otherwise hazardous substances is prohibited except for convenience goods, such as nail polish, plant food, cleaning agent in common household quantities. Commercial passenger transport with cambio-vehicles is prohibited. It is also prohibited to transport passengers as subject to authorisation according to Section 2 of the German Passenger Transportation Act.

**10.2.** A cambio-vehicle can only be taken to the countries listed at [www.cambio-CarSharing.de/auslandsfahrten](http://www.cambio-CarSharing.de/auslandsfahrten). If the authorised driver wants to take a vehicle to a country not listed there, permission must be obtained in advance from the cambio-company with which he or she is a customer.

### 11. Conduct in the event of damage, defects and accidents

**11.1.** If damage or defects occur to the vehicle during the trip that are not entered in the logbook, the authorised driver must immediately notify the cambio-booking-service (or the vehicle provider set by cambio in accordance with Section 19.). In this case, the continuation of the trip is only permitted with the express consent of the booking service, which will not be refused without good reason. If, on the basis of the conversation, the booking service cannot rule out the possibility that the vehicle may not be roadworthy, or that the current condition of the vehicle must be secured due to possible liability disputes, the booking service may refuse the use of the vehicle until a representative of cambio is on site and gives his or her approval for further use of the vehicle. The authorised driver is obliged to do everything possible to limit the damage.

**11.2.** If the authorised driver pays for the repair of damage out of pocket in accordance with section 11.1. in order to enable him or her to continue the trip, a claim for reimbursement exists if the type and scope of the repair was expressly agreed to by the booking service or, if the booking service cannot be contacted after making reasonable efforts to do so, the repair is necessary and appropriate to enable the continuation of the trip and to ensure road safety. The costs will be reimbursed by cambio upon presentation of a proper invoice, unless the authorised driver is liable for such costs. In case a fuel card does not work accordingly, only fuelling costs advanced by the authorised driver will be reimbursed by cambio.

**11.3.** After an accident, the authorised driver must immediately inform the police and cambio and must observe the regulations in the logbook. Fault in the accident and/or other opposing claims may not be acknowledged. In such cases, the authorised driver may only continue the trip with the express consent of cambio. The obligation to inform the police and cambio also applies in the event of theft of the vehicle or vehicle parts. The customer and the authorised driver are obligated to assist in the clarification of traffic accidents or other damage claims to the owner, to the



insurance companies and – insofar as the customer does not incriminate himself/herself – to authorities and courts.

## **12. Liability of the authorised driver**

**12.1.** The authorised driver is liable in accordance with the general liability rules if he or she damages or steals the vehicle or if vehicle parts are lost during the period of use (e. g. boot cover, rear window shelf, floor mats, headrests, vehicle keys etc.), if he or she causes damages to third parties or their property with the rented vehicle or if he or she breaches his/her obligations under this contract.

**12.2.** In the event of damage to a vehicle where Section 12.1. is applicable, the liability of the authorised driver is limited to the deductibles stated in the currently valid price list if the vehicle was used in accordance with the contract and the damage was reported immediately, unless excluded in the following terms. The liability of the authorised driver shall also extend, up to the amount of the agreed upon deductible, to incidental damage costs such as: appraisal costs, towing costs, depreciation, loss of rental income, increase in insurance premiums, repurchase of damage to the insurer to avoid increases in premiums and additional administrative costs.

**12.3.** The authorised driver can reduce his or her deductible for cambio-trips by taking out a safety package (SiPack). A SiPack becomes valid at the earliest with the next booking that has not yet been made. The SiPack is only valid for trips booked via cambio. The extent of the reduction in liability is set in the currently valid price list. For trips booked through cambio with partner organisations, a different maximum deductible or reduction in liability may apply. The authorised driver will be explicitly notified of any deviations from the cambio-price list at the time of booking.

**12.4.** The reduction in liability also applies to damage caused by a designee, provided that the authorised driver is liable for this in accordance with Section 2.3.2. and that this person has finalised a safety package. If an authorised driver is also a designee of another authorised driver, the reduction in liability of the safety package also applies if only the mandating authorised driver has concluded a safety package and the requirements of Section 2.3. are met. This only applies, however, if the trip was carried out in the name of and on the account of the authorised driver.

**12.5.** The limitation of liability to the amount of the deductible does not apply in the event of mechanical damage caused by the authorised driver as a result of misuse (e. g. transmission damage due to poor shifting, engine damage due to misfuelling, ignoring of warning lights, inappropriate loading and unloading or insufficiently secured load, non-observance of clearance height or width, etc.) or through incorrect use of a possibly existing tow bar or of a bicycle carrier rented out by cambio (non-observance of technical criteria and load capacity of vehicles when using the tow bar/bicycle carrier, incorrect fixing, faulty mounting and dismounting of bicycle carrier, etc.). Any limitation of the deductible agreed with cambio in the event of damage does not apply. If cambio becomes aware of such damage through a subsequent user, the authorised driver is only liable if the damage cannot have been caused by a third party on the parked vehicle outside the booking period.

**12.6.** The authorised driver is fully liable to cambio (and/or the vehicle owner) for intentionally caused damages. If the damage was caused through gross negligence, cambio is entitled to demand, independent of the agreed upon excess, the total amount that the possibly existing full coverage insurance did not compensate cambio for. The authorised driver is also fully liable to cambio (and/or the vehicle owner) for damages resulting from intentional or grossly negligent non-observance of the General Terms and Conditions, from non-observance of legal regulations or the General Terms and Conditions of insurance (also by the designee).

**12.7.** cambio is entitled to waive the use of its own insurance to maintain its no-claims bonus, without this reducing the extent of liability of the authorised driver.

**12.8.** The customer is liable for any of the authorised driver's fault to the same extent as if it were their own fault. The customer and the authorised driver are jointly and severally liable in the event of fault on the part of the authorised driver.

## **13. Insurance coverage during the booking period**

All vehicles are covered by liability and by partial and fully comprehensive insurance. Insurance benefits may only be claimed after prior consultation with cambio.

## **14. Liability of cambio**

**14.1.** cambio is liable in cases of intent and gross negligence by cambio, by a representative or by a vicarious agent as per the legal regulations. Otherwise, the liability of cambio is limited to damages resulting from injury to life, body, or health caused by a negligent breach of contract. The claim for damages due to breach of contract is limited to foreseeable damages typical for the contract. Claims based on data protection law are not covered by this liability regulation.

**14.2.** cambio is not liable for the navigation of the navigation devices installed in the vehicles or for the settings made on the vehicle, which can also be made by previous users (e. g. airbag, ASP etc.). cambio is also not responsible for the functionality of the fuel cards included in the vehicles or for their acceptance at all petrol stations.

**14.3.** If a vehicle is not available for the booked period or if the vehicle cannot be opened, cambio will pay compensation in accordance with Sections 6.3.2. and 6.3.3.

## **15. Contractual penalties**

The customer shall pay a contractual penalty if he or she violates a provision specified in the General Terms and Conditions and a fee is provided for this in the price list. This does not apply if the customer can prove that cambio suffered no or significantly smaller damage.

## **16. Blocking and withdrawal of access authorisation**

cambio can block one or all access authorisations if:

- contact information becomes invalid without prior notice (e. g., address, phone number, e-mail),
- the settlement of a claim between the customer and cambio is in dispute,
- a direct debit is not serviced without prior notice or the customer is in default of payment by more than Euro 75, or
- there are reasonable grounds to suspect that the customer endangers or harms other road users or other cambio-customers.

## **17. Termination and settlement of the contractual relationship after termination**

**17.1.** Either party may terminate the contract at any time by giving two weeks' notice to the end of the month.

**17.2.** Any termination must be made in writing.

**17.3.** Upon termination of the contract, the customer is obliged to return all cambio-cards immediately. The obligation to return also applies to all other objects and aids that he or she or the authorised drivers has received within the scope of the contractual relationship.

## **18. Services of third parties**

The authorised driver may make cashless use of services of third parties (cooperation partners) in the name and on the account of the customer. The cooperation partners are named on the website at [www.cambio-CarSharing.de/mobile-everywhere](http://www.cambio-CarSharing.de/mobile-everywhere). cambio will pass on the data of the authorised driver to the cooperation partner on his or her behalf. cambio will invoice the customer for the services used separately or with the monthly invoice. cambio does not assume any warranty or liability for the proper provision of the services by the cooperation partner. Complaints and claims about such services should be addressed directly to the cooperation partner.

## **19. Bookings with other vehicle providers**

**19.1.** The customer can instruct cambio to book vehicles in his or her name and for his or her account within the cambio-group or with other CarSharing providers or car rental companies listed at [www.cambio-CarSharing.de/mobile-everywhere](http://www.cambio-CarSharing.de/mobile-everywhere). cambio will pass on the customer information to the cooperation partner on his or her behalf.



- 19.2.** These bookings are subject to the General Terms and Conditions and contractual conditions of the provider, which can be viewed on the website of the respective provider.
- 19.3.** cambio reserves the right to offer trips booked through cambio with other vehicle providers on the basis of a separate price list. This price list is available on the cambio-website and may include separate fares and fees. If no separate price list is available, the cambio-prices of the tariff chosen by the customer apply. Invoicing of trips and other fees with other vehicle providers is done via the cambio-invoice. In addition to the fares and fees, the deductible or liability reduction in the event of a claim for trips booked with other vehicle providers through cambio may differ from the cambio-price list. If these providers do not offer the same vehicle types as cambio, cambio will select a similar vehicle with comparable quality and cost features.
- 19.4.** The costs of booking with other vehicle providers will be passed on to the customer by cambio without surcharge, unless otherwise stated at [www.cambio-CarSharing.de/mobile-everywhere](http://www.cambio-CarSharing.de/mobile-everywhere).
- 19.5.** cambio is only liable for its own fault during the booking process, but does not assume any warranty or liability for the services of other vehicle providers. Customer warranty and liability claims relating to the services of other vehicle providers must be settled directly with them.
- 19.6.** The customer releases cambio from all claims of third parties arising from a booking with other vehicle providers, provided these are based on fault on the part of the customer and not on the part of cambio. The customer is entitled to the assistance of cambio, in case another vehicle provider raises unjustified claims.

## 20. Terms of payment

### 20.1. Means of payment

Generally, it is possible to use SEPA direct debit as a means of payment. However, cambio reserves the right to refer to other means of payment which are also exempt from charges, and, if several means of payment are available, not to offer certain means of payment. There is no entitlement to a certain means of payment.

### 20.2. SEPA direct debit and delay

The customer authorises cambio to collect all amounts due within the scope of the execution of the contract from his or her account by direct debit. For SEPA direct debits, cambio informs the customer in advance of the amount and the collection date (SEPA advance information). This SEPA advance information will be provided at least six days before the due date of the amount to be collected. The invoice amounts shown are due eight days after the invoice is issued. If the amount to be paid is not cashed or is claimed back by the bank, cambio will charge a processing fee according to the currently valid price list. This does not apply if the transaction is based on an error by cambio. Furthermore, cambio may issue a temporary block (see Section 16.) until payment is received if payment is not made within the agreed payment period. For each reminder, cambio will charge a processing fee according to the currently valid price list. This does not affect cambio's right to claim additional damages.

## 21. Compensation

The customer may only offset against a monetary claim by cambio with claims that are legally binding, undisputed, or recognised by cambio.

## 22. General obligations

- 22.1.** The customer undertakes to notify cambio immediately of any change of name, address, or bank account details, as well as any change in the corresponding data of his or her authorised drivers. Upon request, the customer must also provide cambio with the name and address of his or her designees.
- 22.2.** The authorised driver undertakes to carry his or her valid driving licence with him or her for each trip. cambio must be informed immediately of any temporary or permanent withdrawal of the driving license. This obligation applies equally to the customer if the valid driving license has been revoked. In this respect, the customer is liable for his own misconduct.

## 23. Changes to the price list, to the General Terms and Conditions and to other components of the contract

- 23.1.** cambio is entitled and obliged to adjust, i. e. increase or decrease, the kilometre prices in accordance with the nominal increase/reduction in the event of a change in fuel prices (reservation of the right to adjust). The conditions of the reservation of the right to adjust are set out in the currently valid price list.
- 23.2.** cambio also reserves the right to make reasonable changes to any item in the price list in order to balance cost increases if the purchase and production costs or the cost elements of taxes, insurance, vehicle financing and used car sales change significantly. In the event of a significant reduction of cost according to Section 1., the provision applies accordingly.
- 23.3.** The customer will be notified of changes to the General Terms and Conditions in text or electronic form, highlighting the changes, at least six weeks before the planned change come into effect. Changes will only be made which do not unilaterally change the basic balance of service and consideration to the detriment of the customer. Therefore, changes are admissible, in particular at the emergence of a regulatory gap, through changes in the legal situation or jurisdiction or additions and changes to the offer by cambio. The changes to the terms and conditions offered by cambio only become effective if the customer accepts them.
- 23.4.** The change in the reserved right to make adjustments pursuant to Section 23.1. is not a price change as understood in Sections 23.2. and 23.3.
- 23.5.** The customer has the right to terminate the contract without notice in the event of changes to the General Terms and Conditions or to the price list. This customer is expressly informed of this right in the notification of change. He or she can only exercise this right within 4 weeks after notification of the change.

## 24. Data protection and recording of telephone calls

- 24.1.** cambio attaches great importance to the protection of the personal data of customers and authorised drivers and observes the applicable data protection regulations. Customers and authorised drivers can find more details in the data protection declaration at [www.cambio-CarSharing.de/data-privacy](http://www.cambio-CarSharing.de/data-privacy).
- 24.2.** When calling the central telephone number of the telephone booking service, prior to the start of the call cambio informs the caller that the call will be recorded in order to clarify possible misunderstandings and that a booking can alternatively be made via the website or the app, if the caller does not agree to the recording. To avoid repeated reference to the recording of the conversation, the customer or authorised driver can use a separate telephone number of the booking service where no automatic reference to the recording of the conversation is made. Both phone numbers can be found in the cambio-user-instructions (at [www.cambio-CarSharing.de/cambio-FAQ](http://www.cambio-CarSharing.de/cambio-FAQ)).

## 25. Applicable law and place of jurisdiction for commercial and lawful customers

- 25.1** The business relationship between the customer and cambio is subject to German law.
- 25.2.** If the customer is a tradesperson and the business relationship in dispute is attributable to the operation of his trade, the registered office of the contracting cambio-company is the place of jurisdiction. The same applies to a legal person under public law and to assets under public law.

## 26. Consumer Dispute Settlement Act

The contracting cambio-company is generally not willing or obliged to participate in dispute settlement proceedings before a consumer arbitration board.

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