

RENTAL PROCESS

The terms used herein are given the meanings assigned in car2go's Term and Conditions.

I. APPLYING FOR MEMBERSHIP

- A) Prospective Members will register via a self-initiated on-line car2go registration process.
1. Personal data will be validated.
 2. MVR checks will be run. Only American driver's licenses will be accepted.
 3. Personal data provided may be changed at anytime, but the Member and/or Driver must wait until the new data is verified and validated before being authorized to operate a car2go vehicle.
- B) By applying for membership, an applicant authorizes car2go to check applicant's driving record (MVR check) to determine if membership criteria are met. Applicant must have a valid driver's license issued by a jurisdiction acceptable to car2go for at least one year and must continue to maintain a valid driver's license for the duration of membership. Applicants will also need to provide payment information which will enable car2go to charge a credit card directly. The credit card provided must be held in the name of the individual applying for membership. Membership approval may also be impacted by decisions of car2go's insurer based on certain predefined criteria.

The following items appearing on a driving record may result in denial of a membership application:

1. A driver's license that is currently suspended, revoked, expired or surrendered;
2. Convictions for reckless driving within the past thirty-six (36) months;
3. Convictions for driving under the influence, driving while intoxicated or driving while impaired within the past thirty-six (36) months;
4. Three or more moving violations within the past twenty-four (24) months;
5. Failure to report an accident or leaving the scene of an accident within the past thirty-six (36) months; or
6. Conviction for possession of a stolen vehicle, or the unauthorized use of a vehicle, or the use of a vehicle in the commission of a crime in the past thirty-six (36) months.

In the event any of the circumstances described within ¶ I(B)(1)-(6) above occur after a Member's application for membership has been approved by car2go, the Member must notify car2go immediately.

In addition to the circumstances described within ¶ I(B)(1)-(6) above notice must also be given to car2go of any citations and/or warnings for moving or parking violations received while operating a car2go vehicle or during a Rental Period.

- C) Member's and Driver's license information will be retained for purposes of monitoring expiration dates and receipt of car2go notifications to update driver's license information before expiration.
- D) If membership criteria are met, as determined at car2go's sole discretion, and applicable fees, if any, have been paid, car2go will confirm acceptance and require acceptance of the Membership Terms and Conditions.
 - 1. At the option of car2go, Members may be required to re-acknowledge receipt of Membership Terms and Conditions on a touchscreen in the car-sharing vehicle prior to commencing a Rental Period.
- E) Membership is for one (1) year and will be renewed automatically at the end of its term for another one (1) year period unless Membership is terminated by car2go. At renewal, Members may be charged an annual registration fee, if any, in accordance with the then current fee schedule.

II. Membership Termination

- A) car2go shall have the right to terminate the membership of any Member without prior notice for any reason. Examples of circumstances which will result in termination of Membership include, but are not limited to, the following:
 - 1. The occurrence of any of the events described within ¶ I(B)(1)-(6) herein;
 - 2. Notification to car2go that the method of payment selected within the Member's application has been cancelled or revoked UNLESS an alternative method of payment acceptable to car2go has been arranged;
 - 3. Misuse of any car2go vehicle by the Member;
 - 4. Unauthorized use of any vehicle provided by car2go to a Member (unauthorized use of the vehicle includes, but is not limited to, removing the vehicle to an area outside the Fixed Area of Operations as defined in the car2go membership Terms and Conditions or utilizing vehicle fuel cards for vehicles other than the car2go vehicle rented);

5. Member's and/or authorized Driver's return of car-share vehicle to unauthorized location; and
 6. Failure to notify car2go of any defect with a vehicle adversely affecting operations of that vehicle.
- B) car2go shall have the right to refuse to renew any membership for any reason including, but not limited to, those circumstances described within ¶ II(A)(1)-(6).

III. ISSUING car2go MEMBERSHIP CARDS

- A) Once approved for membership or driving privileges as appropriate, Members and Drivers will be issued membership cards equipped with an embedded RFID chip.
- B) The chip will allow access to car2go vehicles and locking and unlocking capabilities.
- C) Members and Drivers are precluded from giving, lending, or selling assigned membership cards to anyone, or otherwise allowing anyone to benefit from use of their membership card. Failure to comply with this condition will result in membership termination, will void any applicable Liability Protection, and may subject Member and/or Driver to liability for any damages that stem from the unauthorized use of a car2go vehicle.
- D) If membership or fuel cards are lost or stolen, Members and/or Drivers must notify car2go immediately. car2go will replace membership or fuel cards for the fee set forth in the then current fee schedule. Taxes may apply to fees associated with membership or fuel card replacement.
- E) Members will select a PIN number and will be responsible for indicating, at the commencement of the Rental Period which account should be charged for associated use (including, but not limited to, personal, business, or family).

IV. MAKING A RESERVATION/ACCESSING VEHICLES

- A) Members may reserve car2go vehicles as early as twenty-four (24) hours in advance and up to 15 minutes before commencing the rental. Reservations can be made online at the car2go website or by phone (additional reservation methods may be made available in the future), however, no more than two (2) reservations may be made in a twenty-four (24) hour period and all reservations must be separated by at least thirty (30) minutes.
- B) A vehicle may not be reserved or rented for more than four (4) consecutive days. If a Rental Period exceeds four (4) consecutive days, the Rental Period will be terminated by car2go and Member will incur penalties and a manual per-day charge, as specified in the then current fee schedule, until the vehicle is returned to the Home Area. car2go further reserves the right to process payment for any used minutes after expiration of two (2)

days, even if the Rental Period has not been closed. If payment is rejected or otherwise unauthorized, car2go retains the right to repossess the vehicle from its then current location and Member and/or Driver will assume all associated costs.

- C) Members may also choose to locate an available car2go vehicle in any area and commence a rental spontaneously, without a prior reservation.
- D) During the Rental Period, use of a car2go vehicle outside a 200 mile radius of the Home Area is prohibited. Note that car2go support services may be limited when Member and/or Driver travel outside the Fixed Area of Operation. At no time should a car2go vehicle leave United States territory. If a vehicle is driven outside the Fixed Area of Operation, the Member and/or Driver will be personally responsible for costs associated with returning the vehicle to the Home Area, including, but not limited to, costs associated with vehicle repair, motor-vehicle accidents or collisions, and towing services. Member will continue to incur rental charges until vehicle is returned to the Home Area. At its sole discretion, car2go reserves the right to repossess any car2go vehicle operating outside the Fixed Areas of Operation at anytime during or after the Rental Period has expired.

V. CHECKS BEFORE USING THE VEHICLE

- A) Before operating a car-share vehicle, Members are required to assess the interior and exterior of the vehicle for cleanliness. Members will be automatically connected with the service center as a result of certain identified responses. Members are also required to report any extraordinary soiling or damage to the vehicle or any installed technology to the car2go service center prior to operating the vehicle. Failure to report any deficiency can result in the last renting Member being held responsible for the repair or cleaning of the vehicle or any installed technology.
- B) If the Member-reported observations result in the anticipated car-share vehicle being deemed inoperable, Member will be assigned to a different car2go vehicle within walking distance. If no car2go vehicle is available, the service center can arrange a cab pick-up at the Member's expense.
- C) car2go will depend on its Members to return vehicles in a clean state. As a result, car2go cannot guarantee that a car2go vehicle will be clean and does not take responsibility for objects, if any, left in a vehicle by another Member, Authorized Driver, or third-party.

VI. USING THE VEHICLE

- A) Members are responsible for the car2go vehicle and anything that happens to the vehicle from the moment it is unlocked with a membership card until the Rental Period is completed and the vehicle is locked again with the membership card.

- B) All children must be restrained in a federally-approved child restraint system in accordance with the applicable law of the jurisdiction where the rental is initiated and where the car2go vehicle is driven during such rental.
- C) car2go adheres to a zero tolerance policy as related to the use of drugs, alcohol, medications, or any other substance known to impair driving ability.
- D) Members are not allowed to smoke or use tobacco products, or allow anyone else to smoke or use tobacco products in a car2go vehicle.
- E) With the exception of service animals accompanying a Member, Driver, or passenger with a disability, animals are not allowed in the vehicle at any time unless they are contained within an appropriate animal carrier. Animals too large for carriers are not allowed in a vehicle.
- F) If a vehicle develops a mechanical or other problem affecting the safe operation of the vehicle, Members must let car2go know immediately by calling the car2go service center. The Call Center will then direct the Member or Driver to an alternate vehicle.
- G) If a Member has an accident or a car2go vehicle is vandalized or stolen, Members must first report the incident to the police and, at the first opportunity, to car2go.
- H) See section 9 of the Terms and Conditions for other obligations and prohibitions.

VII. RETURNING THE VEHICLE

- A) Except for ordinary wear and tear due to reasonable use, Members and Drivers must return vehicles to designated locations and in the vehicle's original condition.
- B) The vehicle's location will be identified using GPS technology. Members are responsible for any and all parking violations that may be issued, as well as the costs that car2go may incur to retrieve the vehicle and return it to an authorized location.
- C) Refueling - car2go is responsible for the cost of fuel when a Member uses a car2go vehicle. Vehicles returned with fuel tanks less than 20% full will be refueled by a third-party fueling company. Alternatively, Drivers have the option of using fuel cards provided by car2go. car2go fuel cards may *only* be used to fuel car2go vehicles and may not be used for any other purpose. Refueling by customers when the tank is less than 20% full could result in an account credit pursuant to the current fee schedule. For Austin rentals, the Fuel card is valid at any station accepting Wright Express. The cost of refueling the vehicle at other gas stations or in other countries will not be reimbursed.
- D) Recharging – car2go is responsible for the cost of electricity when a Member uses a car2go electric vehicle and car2go provides access to charging stations in the Fixed Area of Operation. At the end of each Rental Period, if the electric vehicle has less than a

twenty percent charge, Member must park at and connect the electric vehicle to a charging station, unless car2go gives the Member consent to return the electric vehicle (1) with less than twenty percent charge; and/or (2) to a location other than a charging station. Failure to comply with this section may result in car2go assessing a fee in accordance with the then current fee schedule.

- E) Members and Drivers must return the fuel card, keys, and any other car2go property inside the vehicle and lock the vehicle using the membership card at the end of the Rental Period.

VIII. CHARGES FOR USING THE VEHICLE

- A) Per minute fees are contained within the current fee schedule available at www.car2go.com.

IX. BILLING

- A) Members are responsible for the payment of all charges in any way incurred in connection with use of a car2go vehicle.
- B) When Members join, they will provide credit card details. car2go will be authorized to reserve credit with, or obtain an authorization from, the card issuer within twenty-four (24) hours of the beginning of a reservation.
- C) If a credit card charge is declined by the Member's credit card issuer (either for advanced authorization or incurred charges), car2go may suspend or terminate membership and/or use of car2go vehicles by any authorized Drivers designated on the Member's account.

X. LIABILITY PROTECTION INCLUDED IN EVERY MEMBERSHIP

- A) car2go membership includes Liability Protection, which at a minimum, at least equals the level mandated by the automobile financial responsibility law of the jurisdiction in which the rental commences. Liability Protection includes claims and/or liabilities arising out of the use or operation of the vehicle by the Member and/or Driver. **MEMBER AND/OR DRIVER WILL BE RESPONSIBLE FOR ANY ASSOCIATED DEDUCTIBLE. See the Terms and Conditions for further discussion of the liability protection provided by car2go.**

XI. USE OF PERSONAL IDENTIFICATION DATA

- A) car2go follows a Privacy Policy (the "Privacy Policy") regarding the use of personal identification data about individuals who are Members or prospective Members of the car2go vehicle-sharing program.
- B) A copy of the Privacy Policy is available at www.car2go.com.

XII. VEHICLE MAINTENANCE, FUELING, AND PERIODIC INSPECTIONS

- A) car2go will contract with third-parties to provide periodic maintenance, fueling, and inspections.
- B) car2go will follow established guidelines, which are reasonable and prudent, in accordance with North American Car-Sharing Industry Code of Ethics and Standards of Practice.

This Rental Process is effective as of April 26, 2012.