

## TERMS AND CONDITIONS

car2go offers car-sharing memberships to private individuals and authorized legal entities that have been pre-approved through an application process and registered as car2go Members. This Agreement is a contract and governs the relationships, rights, and obligations between car2go and the Member. A car2go Member must agree to the terms and conditions contained in this Agreement before reserving and using a car2go vehicle located in the United States.

IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE ANY OF CAR2GO'S VEHICLES OR SERVICES.

car2go reserves the right to change the terms of this Agreement from time to time and shall give notice of such changes to the Member in a timely manner. Notice to the Members shall be considered given when such notice is indicated and accessible from the first page accessed after the Member log-on to the car2go website, [www.car2go.com](http://www.car2go.com), or by email to the Member's email address provided to car2go in the Member's application or most recently provided to car2go. Member agrees that the amended terms and conditions of this Agreement shall be effective and binding the earlier of (1) the effective date indicated in such notice; or (2) on the date posted on car2go's website.

This Agreement contains indemnity (Section 13) and choice of law (Section 15.3) provisions.

### Section 1 – Definitions

- 1.1 **Agreement**  
The membership Terms and Conditions including its Schedules, whether made available in print or electronically through car2go's website.
- 1.2 **Authorized Driver**  
A Member who is authorized by car2go to drive a car2go car-sharing vehicle under the terms of this Agreement at the expense of and with the written consent of another Member.
- 1.3 **Home Area**  
The area predefined by car2go as the exclusive area for commencement and termination of a Rental Period. A map of the current Home Area for each city is available and displayed at [www.car2go.com](http://www.car2go.com).
- 1.4 **Fixed Area of Operation**  
The predefined area including a 200 mile radius outside the Home Area in which the rental commences, but never including any area outside the United States.
- 1.5 **Member**  
An individual approved through an application process and registered as an authorized car2go user and who has agreed to car2go membership Terms and Conditions and Rental Process (hereinafter "Member," "You," and/or "Your").

- 1.6 **Rules**  
All the rules of operation contained in this Agreement, its Schedules, and periodic guidelines, rules, or restrictions issued by car2go from time to time.
- 1.7 **Rental Period**  
The span of time beginning when a Member commences a trip pursuant to Section 5 below and ending when the trip is ended pursuant to Section 6 below.
- 1.8 **Schedules**  
All the schedules to this Agreement and policies referenced, including, but not limited to, the currently effective fee schedule, Rental Process, incident report forms, member applications, and applicable consent forms.

## **Section 2 – Terms of Use**

- 2.1 This Agreement is a car-sharing membership contract, but does not in itself confer any right to use car2go vehicles. Members may use car2go vehicles, to the extent available, in accordance with the terms of this Agreement and subject to associated fees.
- 2.2 car2go is the owner of any car2go membership cards, RFID chips, or other Member identifying information or property issued to or used by Members during the term of this Agreement.
- 2.3 Satisfying eligibility criteria does not automatically give an applicant the right to become a car2go Member. Acceptance of the applicant's membership is subject to approval by car2go at its sole discretion.
- 2.4 The Member represents and warrants to car2go that he or she has received the Agreement (as defined in Section 1.1), and has carefully reviewed and accepted Member commitments and obligations thereunder.

## **Section 3 – Driver Authorization**

- 3.1 The only persons who shall be authorized to drive car2go car-sharing vehicles are persons who:
- a) are Members and its Authorized Driver(s) as defined in Section 1;
  - b) hold a valid driver's license issued in a United States jurisdiction authorizing the holder to drive a passenger vehicle, and who meets all of the conditions, restrictions, or other requirements that may be contained therein;
  - c) are at least 18 years of age. Approval of Members between the ages of 18 and 21 may be subject to certain specified criteria and/or restrictions at the discretion of car2go and/or car2go's insurer(s);
  - d) have a valid car2go Membership card;
  - e) are of sound mind and memory and have not used any drugs, imbibed any

alcohol or taken any medication that could adversely affect their ability to drive (for alcohol, a zero-tolerance policy is adopted and a limit of 0.0% applies); and who

- f) have selected a method of payment in the car2go internet portal and have registered the corresponding data or selected the settlement account of the Member who is responsible for the Authorized Driver.

3.2 All Members are strictly prohibited from permitting a third-party, unauthorized by car2go (including another car2go Member), to drive car2go vehicles. Unauthorized third-parties include a third-party Member who is not the driver of record for the Rental Period. For each violation of this prohibition, the Member hereby agrees to pay liquidated damages in the amount of \$1,500 per violation. Members who permit a third-party to drive car2go vehicles shall be held liable for all fees, costs, fines, penalties, and damages resulting from the third-party's use of the car2go vehicle. car2go reserves the right to claim further damages.

### 3.3 **Revocation, Driving Records, and Driver Contact Information**

- a) Should any Member's driver's license be revoked or lost, authorization to drive car2go vehicles shall expire immediately.
- b) By applying for membership, each applicant authorizes car2go to obtain his/her driving records from the jurisdiction in which the applicant is licensed. Because driving a car2go vehicle requires maintaining a good driving record, car2go may periodically check Member's driving records and reserves the right, at its sole discretion, to suspend or terminate the Membership of any Member who does not meet car2go's driving eligibility requirements. Member agrees to promptly report to car2go any suspension, revocation, or conviction related to: driving under the influence of drugs or alcohol, driving while intoxicated, reckless driving, or driving more than twenty (20) miles per hour over the speed limit.
- c) In addition, Members are responsible for providing and maintaining current email, cell phone, address, and other account information.

## **Section 4 – Means of Access**

4.1 Members will have a car2go RFID chip embedded into a membership card issued by car2go. As a result, the Member is able to rent and access car2go vehicles subject to other requirements contained herein.

4.2 The car2go membership card and associated RFID chip remains the property of car2go. Removing the chip from the membership card will destroy its electronic function. Separating the chip in any way from the membership card is prohibited. Any violations of this provision shall result in the immediate revocation of drive authorization and Member and Authorized Driver status. The Member will also be excluded from the car2go car-sharing program.

- 4.3 Any use of information technology in an attempt to read, copy or manipulate the car2go RFID chip is strictly prohibited. Any violations of this provision shall result in the immediate revocation of drive authorization and Member status. The Member will also be excluded from the car2go car-sharing program. The Member shall bear the costs of any damage that may potentially result from such violation.
- 4.4 Members agree to immediately report the loss of his or her membership card to car2go (via the internet portal or by telephone to the Service Center), so that car2go can deactivate the RFID chip and prevent any improper use. The Member will be informed of such deactivation via e-mail to the e-mail address provided by the Member at the time of registration.
- 4.5 The Member shall be held liable for all fees for lost membership cards and damages resulting from loss of a membership card, including but not limited to, theft, damage, or improper use of a car2go vehicle subject to Sections 12 and 13.
- 4.6 Members agree to pay a fee, as determined by car2go, for the replacement of lost or damaged car2go RFID chips or membership cards assigned to the Member and/or the Member's Authorized Drivers. The fee is provided in the then current fee schedule.

## **Section 5 – Reservation and Commencement of Rental Period**

- 5.1 Members may rent car2go vehicles spontaneously, without any previous reservation. Such spontaneous use is possible only for those car2go vehicles that are marked "available" as evidenced by a green status light and whose card reader displays a corresponding "available" notice.
- 5.2 car2go vehicles may be reserved, at the option of a Member, as early as twenty-four (24) hours and up to fifteen (15) minutes in advance. This advanced reservation may be made via the web portal or by telephone. car2go retains the right to refuse advance booking if the number of available car2go vehicles is not sufficient to fulfill all reservation requests. No more than two (2) reservations may be made for any twenty-four hour (24) period and all reservations must be separated by at least thirty (30) minutes. If car2go accepts the advanced reservation, that Member will be informed via an instant text message (SMS), of the location of the reserved car2go vehicle 15 minutes prior to the reservation time. Members should note that cell phone providers may charge a fee for receiving text messages. Members should contact their cell phone providers for any fees associated with receipt of text messages. car2go is not responsible for any fees assessed by the Member's and/or Authorized Driver's cell phone provider for receipt of text messages.
- 5.3 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 the Member will incur penalties and a manual per-day charge, as specified in the 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 terminated. If payment is rejected or otherwise unauthorized, car2go retains the right to repossess

the vehicle from its then current location and the Member and/or Driver will assume all associated costs.

- 5.4 **Assistance Fee** - Member may be charged an agent reservation charge per call when a car2go representative makes, extends or cancels a reservation for the Member and/or its Authorized Drivers pursuant to the fee schedule. There is no agent reservation charge when the Member and/or its Authorized Driver makes, extends, shortens or cancels reservations through the website, smartphone, or through car2go's automated phone system. This charge does not apply if Member is disabled and the disability prevents the Member from using the website, smartphone, or the automated phone system, and Member identifies themselves as disabled.
- 5.5 Members are under an obligation to assess the car2go vehicle, prior to commencing any rental, for any visible defects, damages, or excessive soiling, and must notify car2go of any observed defects, damages, or problems to or with the vehicle itself or with any installed technology including car2go installed screens, pursuant to the car2go Rental Process. A telephone connection between the car2go vehicle and car2go service center will be established in order to ascertain the nature and seriousness of any reported defects, damages and/or soiling. Members are under an obligation to make complete and truthful statements. The Service Center is entitled to prohibit the Member from using the car2go vehicle if the reported defects, damages, or soiling are deemed a safety hazard.
- 5.6 The car2go service center is entitled to contact the car2go vehicle or the Member by telephone in the event of disruptions to the normal course of use (including but not limited to, failure to commence a trip within a 30-minute period after a Member rents a car2go vehicle; or if the car2go vehicle is parked for 15 minutes or more without having been locked), in order to establish the cause of the disruption to the normal course of use. The incoming call is indicated to the Member by visual and acoustic signals. The car2go Service Center is authorized to prohibit any continued use of the car2go vehicle and/or notify the appropriate authorities should it have cause to suspect behavior violating any laws or these Terms and Conditions of use.
- 5.7 The Rental Period is commenced as soon as a Member holds the car2go RFID chip embedded in the membership card to the card reader installed in the windshield area, and the onboard computer has confirmed receipt of the information stored on the electronic key by unlocking the central locking system.
- 5.8 The term of the Rental Period shall end upon the termination of the rental with due care by the Member in accordance with Section 6 below. During the Rental Period, use of a car2go vehicle outside a 200 mile radius of the Home Area in which the rental was initiated is prohibited. 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 its Authorized Driver will be personally responsible for a processing fee and 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 pursuant to the current fee schedule. 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 Area of Operation at anytime during or after the Rental Period has expired.

## **Section 6 – End of Rental Term**

- 6.1 Should the Member wish to end a rental, he / she is under obligation:
- a) To return the vehicle in the same condition in which the Member received it, ordinary wear and tear excluded;
  - b) To park the car2go vehicle, at his/her choice, in a parking spot within an area designated and marked as a car2go car-sharing parking spot or in another parking space for passenger vehicles authorized by car2go. The Member will be personally responsible for any traffic, moving, and parking violation citations, including, but not limited to, red light, speeding, photo enforcement, and toll violations, issued for failure to comply with traffic rules or other laws. Pursuant to the current fee schedule, Members may be charged a penalty and/or processing fee for tickets, violations, towing, illegal parking, and unauthorized parking, storage, impound, and any other charges incurred by car2go to recover the Vehicle;
  - c) To ensure that the key, fuel card and, if applicable, parking card have been returned to the car2go vehicle. Pursuant to the current fee schedule, Members may be charged a penalty and/or processing fee for a lost key, lost car documents, lost membership card, and a replacement card;
  - d) To ensure that all windows and doors are fully closed and locked and that all lights have been turned off. Pursuant to the current fee schedule, a Member may be charged a fee for failure to lock and/or secure the vehicle or for draining the battery; and
  - e) To ensure that no trash or soiling remains in the car2go vehicle. Pursuant to the current fee schedule, Members may be charged a fee if cleaning beyond the normal scope is required.
- 6.2 The rental may be ended only if the car2go vehicle is located within the Home Area. The exact boundaries for each city are shown at all times on the website at [www.car2go.com](http://www.car2go.com). Although vehicles may be driven up to 200 miles outside the Home Area (Fixed Area of Operations), a rental may only be commenced and ended within the Home Area.
- 6.3 The rental may be ended only if, at the location at which the car2go vehicle is parked, a connection with a mobile phone can be established. Should this not be possible, the Member will have to park the car2go vehicle at another car2go authorized location.
- 6.4 The end of the rental is initiated by the Member holding his/her membership card with a valid car2go RFID chip to the car2go vehicle once again (card reader in the windshield area). The rental is ended only if the display unit of the card reader has

correspondingly confirmed this. Should the Member and/or its Authorized Driver leave the car2go vehicle before receiving confirmation that the Rental Period has ended, the Member shall continue to accrue costs at his or her own expense or at the expense of the applicable Member.

#### 6.5 Refueling and Recharging

- a) 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, Members 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.
- b) 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 6.5(b) may result in car2go assessing a fee in accordance with the then current fee schedule.

6.6 FOR RENTALS COMMENCING IN THE DISTRICT OF COLUMBIA, IT IS REQUIRED BY LAW THAT YOU BE WARNED THAT IF YOU FAIL TO RETURN A RENTAL CAR IN ACCORDANCE WITH THIS AGREEMENT, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO THREE YEARS IN JAIL.

### **Section 7 – Settlement Account, Use Authorization Across Accounts**

- 7.1 To enable the rent and use of the car2go vehicle, participating private individuals must:
  - a) have either selected a payment method on the internet portal and must have provided the corresponding data; or
  - b) have been authorized by a Member, with his or her own settlement account, to rent/use car2go vehicles at his or her expense.
- 7.2 Members who permit Authorized Drivers to charge their rental to the Member's settlement account shall be held liable for all fees, costs, fines, and penalties resulting from the Authorized Driver's use of the car2go vehicle and any violation of this Agreement, including charges and fees in accordance with the fee schedule

referenced herein and available at [www.car2go.com](http://www.car2go.com), as well as for any damages caused by the Authorized Driver. Members shall accept declarations and notices from car2go for its Authorized Drivers.

- 7.3 Members may select a fee model from the options offered by car2go. Rentals shall always be settled according to the fee model selected for the settlement account that is responsible for fees incurred (regardless of who initiated the rental).

## **Section 8 – Prices and Payments in Default**

- 8.1 Member hereby enters into an obligation to pay all rates, fees, surcharges, taxes, fines, penalties, and airport fees, including charges for miscellaneous service and equipment, set out in these Terms and Conditions and the then current fee schedule, including any modifications made available at [www.car2go.com](http://www.car2go.com). The fee structures and prices have been set out in the fee schedule and include reference to community and venue taxes applicable in certain jurisdictions. Payment is due upon the Rental Period commencing.
- 8.2 Should the vehicle not be operational although a green status light indicated that it was “available,” the Member will not be charged for the rental fee.
- 8.3 Payments by Members shall be made with his/her credit card. The Member is under obligation to ensure that the account from which the amounts are to be collected have sufficient funds available to cover any charges. Member is solely responsible for any associated bank or credit card charges or fees. Pursuant to the current fee schedule, Member may be charged a processing fee for a declined credit card payment.
- 8.4 In the event the Member defaults on any payments, car2go is entitled to charge reminder fees and default interest in accordance with the provisions of the law. In addition, car2go may utilize third parties to collect amounts owed to car2go by a Member.
- 8.5 Member agrees to pay on demand:
- a) Vehicle Damage or Loss – See Section 13.1;
  - b) Collection and vehicle recovery expenses;
  - c) Fines and Penalties – All fines, penalties, and related expenses – See Section 10.4;
  - d) Recharging Service Charges – See Section 6.5;
  - e) Authorized Drivers – any fees, costs, or damages related to the Member’s Authorized Driver’s use of the car2go vehicle or the Authorized Driver’s violation of this Agreement; and
  - f) Any other charges and fees referenced in this Agreement and its Schedules.

## 8.6 Legal Notices for California Residents

- a) Under California Civil Code Section 1789.3, residents in the State of California in the United States are entitled to the following specific consumer rights information:
- b) **Pricing Information.** Current rates for our car rental services may be obtained by calling car2go at (877) 488-4224 or writing to us at 1717 W. 6th Street, Suite 425, Austin, Texas 78703. We reserve the right to change fees, surcharges, monthly or other periodic subscription fees, or to institute new fees at any time as provided in this Agreement.
- c) **Complaints.** The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## Section 9 – Obligations of all Members, Prohibitions

### 9.1 Members agree:

- a) to handle the car2go vehicle gently and with care, in particular to observe the stipulations of the manufacturer's manual and the break-in rules, as well as to adhere to applicable maximum and minimum speeds;
- b) to immediately inform the car2go service center of any instances of soiling (the service center can be reached from each car2go vehicle at no charge via the installed telephone). Damages resulting from force or accident should first be reported to the police, followed by reporting to car2go at the first available opportunity. At the request of car2go or its insurer, the Member is under obligation to promptly transmit to car2go a copy of any citations, reports, or other documents related to the accident and in the Member and/or its Authorized Driver's possession.
- c) to secure the car2go vehicle against theft (windows must be closed and central locking system enabled);
- d) to ensure that the car2go vehicle is used only in a state in which it is roadworthy and reliable;
- e) to comply with all legal obligations in connection with the operation of the car2go vehicle, in particular those created by the jurisdiction in which the rental commences and where the car2go vehicle is driven during such rental;
- f) to notify car2go of any citations and/or warnings for moving or parking violations received while operating a car2go vehicle or during a Rental Period. Member must notify car2go of any traffic violation notices found on a vehicle at the time of vehicle pick up. All unreported traffic violations will be the responsibility of a Member if they occur during the time period during

which such Member and/or its Authorized Driver are responsible for the car2go vehicle;

- g) to keep any password and/or PIN numbers in strict confidence and to not make passwords or PINs available to third-parties, including noting passwords or PINs on or near the car2go membership card. At no time should a PIN and/or password be recorded or reduced to written or electronic form. Should a PIN or password be reduced to written or electronic form, the Member will be responsible for any associated costs and/or damages in connection with unauthorized use by third-parties. If a Member and/or its Authorized Driver has reason to believe a third-party may have obtained unauthorized knowledge of a password and/or PIN, Member and/or its Authorized Driver agree to change the compromised password and/or PIN; and
- h) to car2go recording telephone conversations in connection with car2go membership, this Agreement, the use and/or possession of a car2go vehicle, and/or to improve the quality of its vehicles and services.

9.2 Members are prohibited from:

- a) Using the car2go vehicle under the influence of alcohol, drugs, intoxicants, medications, or any other substance known to impair driving ability. A zero-tolerance policy is adopted and a limit of 0.0% applies;
- b) Allowing third-parties, other than the Member initiating the Rental Period, to drive a car2go vehicle (this also applies for persons who are themselves car2go Members or Authorized Drivers, but did not initiate the current rental);
- c) Using the fuel card in order to get gasoline for vehicles other than the car2go vehicle to which the fuel card is assigned;
- d) Using the car2go vehicle for cross-country drives, motor sports events, or races of any kind;
- e) Using the car2go vehicle for vehicle tests, driving classes, or in order to transport persons as part of a commercial operation;
- f) Using the car2go vehicle to transport flammable, poisonous, or otherwise hazardous substances for other than household use or in amounts greater than what is usually consumed in a household;
- g) Transporting objects with the car2go vehicle that could – due to their size, shape, or weight – adversely impact the vehicle’s handling safety or that could damage the interior of the car2go vehicle;
- h) Using the car2go vehicle in the commission of a crime or for any illegal purpose;

- i) Smoking in the car2go vehicle or allowing passengers to smoke;
- j) Taking animals into the car2go vehicle unless they are in a closed cage that has been safely stored in the luggage compartment and as otherwise necessary to comply with applicable provisions of the Americans with Disabilities Act;
- k) Excessive soiling of the car2go vehicle or leaving trash of any kind in the car2go vehicle;
- l) Removing objects that are attached to the car2go vehicle or form part of the vehicle's equipment;
- m) Having more than two people sit in the car2go vehicle;
- n) Personally performing or authorizing repairs or any conversions on or to the car2go vehicle;
- o) Using the vehicle for the purpose of towing, pushing, or propelling any trailer or any other vehicle;
- p) Using the vehicle on unpaved roads;
- q) Using the vehicle in an imprudent, negligent, abusive manner, or for any abnormal use of the vehicle; and
- r) Driving while texting, emailing, using a cell phone without a hands-free device, otherwise using a mobile communication device that may distract Member from driving or otherwise engaging in similar activities that may be prohibited by applicable law.

9.3 To the extent permitted by law, if a car2go vehicle is used in a manner prohibited above or Member fails to report damage or loss as required by this Agreement, Member and/or its Authorized Drivers will: (1) lose the benefit of any applicable limitation on Member's liability for loss of or damage to the car2go vehicle; (2) Liability Protection will not apply to any damage or loss resulting from such a prohibited use or as a result of the failure to report damage or loss as required in this Agreement; and (3) it will constitute a breach of this Agreement making the Member responsible to the fullest extent permitted by law for the actual and consequential damages to car2go caused by the breach, including, but not limited to, the cost to repair the vehicle to fair market value, loss of use, administrative charges, diminishment of value, and attorneys' fees.

9.4 In the interests of all Members and the general public, the style of driving should be suited to improving fuel economy.

## **Section 10 – Actions in the Event of Accidents, Damages, Defects, Repairs**

10.1 The Member and/or its Authorized Driver are shall report any accidents, damages or defects that occur while the car2go vehicle is being used to the local police,

followed by reporting the car2go service center at the first available opportunity (the car2go service center can be contacted free of charge by telephone using the telephone function installed in each car2go vehicle).

- 10.2 Accidents must be reported to the police. All Members are under an obligation to remain at the accident site until the police have finished making record of the accident and must take reasonable measures to conserve evidence and mitigate any damages. In the event of an accident, Members shall not acknowledge their culpability, shall not accept or admit any liability or make any similar declaration. The car2go vehicle that has suffered the accident may be parked only in an area that is sufficiently supervised and safe. Members authorize car2go to obtain any records or information related to the incident. In the case of an incident involving property damage or any third party, the Member shall fill out car2go's INCIDENT REPORT FORM.
- 10.3 In all cases, car2go is entitled to any compensation of damages paid in connection with damages to a car2go vehicle. Should such funds have been paid to the Member or to the Authorized Driver, such funds must be transferred to car2go.
- 10.4 **Fines and Penalties.** Member is fully responsible and agrees to promptly pay any parking and traffic fines, unpaid tolls and related fines, towing, storage, and related costs (collectively, "violations") incurred during the rental. Member hereby authorizes car2go to supply Member's name and contact information to relevant governmental agencies and collection firms in connection with any violations. In the event that Member's name and contact information are so supplied, Member authorizes car2go to collect an administrative fee from Member pursuant to the then current fee schedule. If car2go has to pay for any violations on Member's behalf, Member agrees to reimburse car2go for the amount of each violation, together with an administrative fee pursuant to the then current fee schedule. Member agrees to promptly report such violations to car2go and will indemnify and hold car2go harmless from all claims and costs arising out of such violations, including expenses in connection with the handling of such matters. Member agrees that fines, penalties and costs arising from parking or traffic violations may be billed to the credit card(s) issuer(s) listed on Member's Profile.
- 10.5 Should car2go so demand, the Member and/or its Authorized Driver must immediately provide information on the location of the car2go vehicle and to enable inspection by car2go or other third-parties designated by car2go.

## **Section 11 – Termination, Ending of Rental Period**

- 11.1 car2go shall be entitled to terminate membership and/or driving privileges immediately if:
- a) the Member and/or Authorized Driver does not pay charges at the time such charges are due to be paid;
  - b) the Member and/or Authorized Driver no longer meets car2go's membership requirements;

- c) in car2go's sole discretion, car2go determines that the Member and/or its Authorized Driver have failed to comply with this Agreement; or
- d) the Member and/or Authorized Driver have made incorrect statements or have failed to disclose circumstances in the course of the rental relationship.

11.2 If a car2go membership is terminated in accordance with the above paragraph, car2go has the following rights:

- a) car2go is entitled to have the car2go vehicle returned immediately upon termination of the membership. Should the Member and/or its Authorized Driver fail to immediately return the car2go vehicle, car2go shall be entitled to take possession of the car2go vehicle at the costs of the Member;
- b) car2go is entitled to payment of any rental fees and/or associated costs until the car2go vehicle is returned; and
- c) car2go is entitled to compensation of damages. By way of compensating its damages, car2go will invoice the Member for specific damages resulting from the non-fulfillment of the Terms and Conditions.

11.3 car2go or the Member may terminate this Agreement with or without cause at any time by providing written notice to the non-terminating party. Notwithstanding any termination, Member and/or its Authorized Driver will remain liable for all charges, including account balances, registration fees, and any damages and penalties incurred as of the date of termination or upon discovery by car2go.

## **Section 12 – Liability Protection: Insurance and Member/Authorized Driver Responsibility (INCLUDING DEDUCTIBLE)**

12.1 **MEMBER DEDUCTIBLE OBLIGATION** - car2go complies with applicable motor vehicle financial responsibility laws. If Member and its Authorized Driver are in compliance with the Terms and Conditions of the car2go car-sharing program and is age 18 years or older (unless modified by contract, agreement, or as required by car2go's insurer), car2go shall provide primary liability protection on car2go vehicles for claims and/or liabilities arising out of the use or operation of the vehicle by the Member and/or its Authorized Driver up to and including an amount at least equal to the minimum financial responsibility limits required by law in the jurisdiction in which the accident occurs. **MEMBER AND/OR DRIVER WILL BE RESPONSIBLE FOR ANY ASSOCIATED DEDUCTIBLE.**

12.2 **If at any time it is determined that losses will exceed the Member's coverage provided by car2go, Member will be responsible for the excess.** The protection provided will conform to the basic requirements of any applicable mandatory "no fault" law and includes minimum financial responsibility limits for uninsured and underinsured motorists bodily injury and property damage coverage. The protection provided does not include supplementary no fault or any other optional coverage. **To the extent permitted by law, car2go and Member hereby waive and reject the inclusion of supplementary no fault and any other optional coverage.** If such

protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary liability protection by the law of the jurisdiction in which the accident occurs. The protection described in this section is primary with respect to any insurance coverage that Member or an Authorized Driver may have. If at any time it is determined that losses may exceed the Member's coverage provided by car2go, Member's and/or Authorized Driver's personal insurance policy may be notified for purposes of tendering defense and assumption of all further costs of defending third party liability claims.

12.3 car2go is not responsible for any damage to, loss or theft of, any personal property belonging to Member, Authorized Driver, or third-parties, whether the damage or theft occurs during or after termination of the car-sharing Rental Period regardless of fault or negligence. Member and/or its Authorized Driver will be responsible to car2go for all claims made by others for such loss or damage.

12.4 LIABILITY PROTECTION APPLIES ONLY TO CLAIMS OF THIRD-PARTY BODILY INJURY, DEATH OR PROPERTY DAMAGE, OTHER THAN TO THE VEHICLE, ARISING FROM THE USE OF THE CAR2GO VEHICLE AS PERMITTED BY THIS AGREEMENT. ANY SUCH PROTECTION EXCLUDES ANY CLAIM MADE BY MEMBER, AUTHORIZED DRIVER, MEMBER'S IMMEDIATE FAMILY MEMBERS WHO PERMANENTLY LIVE WITH MEMBER, AUTHORIZED DRIVER'S IMMEDIATE FAMILY MEMBERS WHO PERMANENTLY LIVE WITH AUTHORIZED DRIVER, OR A FELLOW EMPLOYEE WHO DRIVES THE CAR2GO VEHICLE FOR BUSINESS PURPOSES.

### **Section 13 – Liability of the Member, Liquidated Damages, Exclusion, INDEMNITY**

13.1 Member shall be held liable to car2go for damage to, loss or theft of, the Vehicle or any part thereof plus the replacement cost of any applicable Optional Accessories lost, stolen or damaged regardless of fault or negligence of Member, its Authorized Driver, or any other person or act of God as permitted by law. Member shall be liable to car2go for (1) damages suffered by third-parties; and (2) criminal acts that are established to have been perpetrated in connection with the use of the car2go vehicle. Member shall pay car2go the amount necessary to repair Vehicle. Member and its Authorized Driver shall not have Vehicle repaired without permission from car2go. If Vehicle is stolen and not recovered or car2go determines Vehicle is salvage, Member shall pay car2go the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. Member and/or its Authorized Driver shall have no responsibility for any loss related to theft above the minimum financial responsibility limit if: (1) Member and/or its Authorized Driver has possession of the original ignition key furnished by car2go; (2) Member and/or its Authorized Driver notifies car2go of the incident and files an official report of the theft with the police or other law enforcement agency within 24 hours of learning of the theft; and (3) Member and/or its Authorized Driver cooperate fully with car2go, police, and other authorities in all matters connected with the investigation of the theft.

a) As described in Section 12, this obligation may be limited to the extent

car2go's coverage applies. However, if a Member and/or its Authorized Driver fails to abide by this Agreement, the insurance coverage which car2go provides may not apply, which may make the Member responsible for the full cost of any incident and any damage arising from such incident. If the damage or theft is caused intentionally or as a result of willful and wanton misconduct of the Member or its Authorized Driver then the limitations in Section 12 will not apply.

- 13.2 Damages for which Member are also responsible include, but are not limited to: registration fees, liquidated damages for an unauthorized driver, loss of use regardless of fleet utilization, diminishment of value, and penalties and processing fees for lost key, lost car documents, lost or replacement Membership Cards, lost fuel card, excessive soiling, unauthorized parking, illegal parking, towing, storage, impound fees and other costs incurred by car2go to recover the vehicle, declined credit card payment, processing fees for tickets and violations, assistance fee, drained battery, failure to lock and secure the vehicle, reminder fees, default interest, and any other charges pursuant to the then current fee schedule.
- 13.3 The Member and/or Authorized Driver are under obligation to pay liquidated damages if he/she has permitted a person to drive the car2go vehicle who is not authorized to drive it. car2go reserves the right to claim further damages. In such event, the liquidated damages will be offset.
- 13.4 In the event of grave violations of this Agreement, including any default on payments, car2go may exclude, with immediate effect, the Member or, as applicable, the Authorized Driver from the use of the vehicle and may deactivate the access means (car2go RFID chip); this exclusion may be temporary or permanent. The Member or the Authorized Driver, will be informed of his/her exclusion by e-mail.
- 13.5 **INDEMNIFICATION. MEMBER AND ITS AUTHORIZED DRIVER SHALL DEFEND, INDEMNIFY AND HOLD CAR2GO, ITS PARENT AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, ATTORNEYS, ASSIGNS AND SUCCESSORS-IN-INTEREST, HARMLESS FOR ALL LOSSES, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS, ATTORNEY FEES, AND OTHER EXPENSES INCURRED BY CAR2GO (A "LOSS") ARISING FROM: (1) THE USE OR POSSESSION OF THE CAR2GO VEHICLE BY THE MEMBER, THE MEMBER'S AUTHORIZED DRIVER, OR ANY OTHER OPERATOR WITH THE MEMBER'S PERMISSION; AND (2) THE MEMBER AND ITS AUTHORIZED DRIVER'S NON-COMPLIANCE WITH THIS AGREEMENT. MEMBER OR AUTHORIZED DRIVER MAY PRESENT A CLAIM TO MEMBER'S OR AUTHORIZED DRIVER'S INSURANCE CARRIER FOR SUCH EVENTS OR LOSSES; BUT IN ANY EVENT, MEMBER AND/OR AUTHORIZED DRIVER SHALL HAVE FINAL RESPONSIBILITY TO CAR2GO FOR ALL SUCH LOSSES. THIS OBLIGATION MAY BE LIMITED TO THE EXTENT**

**CAR2GO'S COVERAGE APPLIES. CAR2GO SHALL NOT BE LIABLE TO MEMBER OR ITS AUTHORIZED DRIVER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO THE CAR2GO VEHICLE, ITS USE, OR THIS AGREEMENT.**

#### **Section 14– Data Protection**

- 14.1 car2go captures, stores, processes and uses the Member's personal data, including, but not limited to, the usage and vehicle data as they relate to the Member and Authorized Driver, to the extent this is necessary for the administration and implementation of the Terms and Conditions and the Member and Authorized Driver's use of the car2go vehicle.
- 14.2 Should third-party services be used, car2go is entitled to forward to the third-party service provider the Member's and/or Authorized Driver's personal data, to the extent this is required in order to fulfill membership or use requirements.
- 14.3 Rental Periods shall be itemized in a car2go statement and made available to Members via private web portal access at [www.car2go.com](http://www.car2go.com). The statement will include the rental commencement time, point of departure and termination, the duration of the rental, distance driven, and associated costs. Should a Member or Authorized Driver have his/her rentals charged to the settlement account of a different Member, this information shall be itemized on the statement with reference to the applicable Authorized Driver.
- 14.4 car2go shall implement and maintain reasonable procedures for protecting sensitive personal information in compliance with applicable law.

#### **Section 15 – General**

- 15.1 **Fees and Refund Policy** - Fees for use of car2go vehicles are incurred as provided in this Agreement, the car2go Rental Process, and current fee schedules. Daily rental history and fees assessed by car2go to a Member's account can be viewed by accessing Member account information at [www.car2go.com](http://www.car2go.com). Members are on notice of all fees assessed at the time the fees are made available at [www.car2go.com](http://www.car2go.com). Any request for refund of fees assessed to a Member's account must be received within fourteen (14) days of the date the fee is made available at [www.car2go.com](http://www.car2go.com). Refunds are subject to review and approval on a case-by-case basis at car2go's sole discretion. No portion of the registration fee shall be refunded, regardless of whether or not the application is accepted by car2go.
- 15.2 **Surcharge** - In certain jurisdictions, car2go reserves the right to assess a surcharge on usage and other related fees for vehicle use by Members between the ages of 18 and 25. Such surcharges are assessed at car2go's sole discretion.
- 15.3 **Choice of Law** - Member agrees that, for each separate Rental hereunder, the substantive laws of the jurisdiction in which the Rental originates shall govern that particular Rental under this Agreement. In the event of a dispute, claim or cause of

action under this Agreement outside of an individual Rental, the substantive laws of the State of Texas shall apply without regard to choice of law or conflict of law principles (whether of the Texas or any other jurisdiction). Member agrees to pay car2go's reasonable attorneys' fees and costs in any lawsuit relating to this Agreement, including appeals. If Member makes a claim against car2go, Member agrees to provide car2go with a detailed statement under oath in support of the claim. Member must not aid or encourage the filing of any third-party claim or lawsuit against car2go, and Member must cooperate fully with car2go and car2go's insurer in the investigation and defense of any claim or lawsuit. Member must immediately notify and deliver to car2go every summons, complaint, document, or notice of any kind received by Member in any way relating to an accident, theft, or other circumstances related to the car2go vehicle. **MEMBER WAIVES HIS/HER RIGHT TO A JURY TRIAL IN ANY LAWSUIT RELATING TO THIS AGREEMENT.**

- 15.4 **Conflicts** - In the event of any conflict between this Agreement and any other document with respect to the car2go car-sharing program, these terms and conditions shall govern except otherwise set forth from car2go in writing.
- 15.5 **Severability and Integrated Agreement** - If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision. This Agreement, together with the User Guide, Rental Process, member application, and any applicable consent forms, along with any amendments hereto, encompasses the entire agreement between Member and car2go, and supersedes all previous understandings and agreements between Member and car2go. Member acknowledges and represents that he or she has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.
- 15.6 **No Waiver** - No term contained in this Agreement may be changed or waived, except in writing signed by an expressly authorized representative of car2go. No waiver of default by either party under any of the terms or conditions of this Agreement shall be construed as a waiver of any prior or subsequent default of any of the terms or conditions of this Agreement.
- 15.7 **MODIFICATIONS - CAR2GO RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT, INCLUDING ITS SCHEDULES, FROM TIME TO TIME AND SHALL GIVE NOTICE OF SUCH CHANGES TO THE MEMBER IN A TIMELY MANNER. NOTICE TO THE MEMBERS SHALL BE CONSIDERED GIVEN WHEN SUCH NOTICE IS INDICATED AND ACCESSIBLE FROM THE FIRST PAGE ACCESSED AFTER THE MEMBER LOG-ON TO THE CAR2GO WEBSITE [WWW.CAR2GO.COM](http://WWW.CAR2GO.COM) OR BY EMAIL TO THE MEMBER'S EMAIL ADDRESS PROVIDED TO CAR2GO. MEMBER AGREES THAT THE AMENDED TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING**

UPON THE EARLIER OF (1) THE EFFECTIVE DATE INDICATED IN SUCH NOTICE; (2) OR ON THE DATE POSTED ON CAR2GO'S WEBSITE.

- a) **IF YOU AGREE TO THIS AGREEMENT AND APPLY FOR MEMBERSHIP WITH CAR2GO, YOU HEREBY AGREE TO RECEIVE NOTICE OF CHANGES TO THIS AGREEMENT THROUGH THE POSTING OF NOTICE OF SUCH CHANGES ON THE CAR2GO WEBSITE.**
- b) **IT WILL BE PRESUMED THAT MEMBER HAS RECEIVED ANY SUCH NOTICE IF AND WHEN MEMBER MAKES A RESERVATION FOR A CAR2GO VEHICLE AFTER NOTICE OF A CHANGE TO THIS AGREEMENT HAS BEEN PLACED ON THE CAR2GO WEBSITE. BY MAKING A RESERVATION AFTER RECEIVING NOTICE OF ANY CHANGES TO THE AGREEMENT, MEMBER ASSENTS TO AND WILL BE BOUND BY SUCH CHANGES TO THE AGREEMENT. MEMBER MAY DECLINE SUCH CHANGES BY DISCONTINUING RENTALS UNDER THE CAR2GO CAR-SHARE PROGRAM.**

15.8 **Limitations of Liability and No Third-Party Beneficiaries** - This Agreement is intended for the benefit of Member and car2go and no other party may claim rights hereunder, whether as a third-party beneficiary or otherwise. UNDER NO CIRCUMSTANCES WILL CAR2GO BE LIABLE TO ANY MEMBER OR ANY THIRD-PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR USE OF CAR2GO VEHICLES AND SERVICE.

15.9 **Assignment or Transfer** - The rights granted to the Member under this Agreement are not assignable or transferrable, in whole or part. Any attempt to transfer this Agreement without the written consent of car2go shall be void and of no force and effect. car2go may assign this Agreement to an affiliate or to another entity in connection with a corporate transaction.

15.10 Member will never be deemed to be car2go's agent, servant, or employee in any manner for any purpose whatsoever.

15.11 **Seat Belts and Child Restraints** - Member and its Authorized Driver are responsible for:

- a) Complying with all applicable seat belt and child restraint laws;
- b) Protecting all children by properly using any child passenger restraint system that complies with the Motor Vehicle Safety Standards in the jurisdiction where the rental is initiated and where the car2go vehicle is driven during such rental; and
- c) District of Columbia Rentals - Section 50-1703 of the District of Columbia Official Code provides: "(a) The operator of a motor vehicle may not transport any child of less than 3 years of age unless the child is properly restrained in a child restraint seat; (b) The operator of a motor vehicle shall not transport any child under 16 years of age unless the child is properly

restrained in an approved child safety restraint system or restrained in a seat belt. Children under 8 years of age shall be properly seated in an installed infant, convertible (toddler) or booster child safety seat, according to the manufacturer's instructions. A booster seat shall only be used with both a lap and shoulder belt; and (c) A parent or legal guardian may transport his or her children without restraint herein if that person is transporting a number of his or her own children of less than 16 years of age which exceeds the number of passenger positions equipped with safety belts in the motor vehicle. However, an unrestrained child may not be transported in the front seat of a motor vehicle."

15.12 **Telematics Notice and Release** - Vehicle may be equipped with a global positioning system (GPS) device or other telematics system. The Vehicle may also be equipped with an Event Data Recorder (EDR) installed by the manufacturer for the purpose of recording data about the operation of the Vehicle. Member acknowledges that such systems utilize cellular telephone and/or radio signals to transmit data and communication and, therefore, privacy cannot be guaranteed. Member authorizes use or disclosures of or access to call location information concerning Member or the Vehicle, automatic crash notification to any person for use in the operation of an automatic crash notification system and use of the Vehicle location system. Refer to Handbook for details regarding such devices equipped in Vehicles. By Member's agreement with these Terms and Conditions, Member acknowledges the telematics notice provided herein and consents to car2go or its representatives retrieving and using such data from the EDR, GPS or other such telematics on the Vehicle. Member releases car2go, operator of the telematics system, wireless carrier(s), and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Member) or property caused by failure of the telematics system to operate properly. Third-party service providers are not agents, employees, or contractors of car2go. For additional limitations concerning warranty, privacy and performance of the telematics system in vehicle, contact the telematics provider. The car2go vehicles provided may also record certain driving activities or actions, including, but not limited to, locations traveled and mileage driven as well as other Vehicle data. Member acknowledges that such data may be recorded and that car2go shall be entitled to access and use the same.

15.13 **Schedules**

- a) currently effective fee schedule for each Home Area;
- b) Rental Process;
- c) member applications;
- d) incident report forms; and
- e) applicable consent forms.

15.14 **car2go Contact Information -**

- a) Email - [accountingNA@car2go.com](mailto:accountingNA@car2go.com)
- b) Telephone – (877) 488-4224 (free call from a U.S. landline; cell phone prices may vary according to your cell phone provider)
- c) Postal mail – 1717 W. 6<sup>th</sup> Street, Suite 425, Austin, Texas 78703.

These Terms and Conditions are effective April 26, 2012.