

## Website Terms of Use

Last Modified: June 1, 2016

### Acceptance of the Terms of Use

These terms of use are entered into by and between You and car2go NA, LLC, and its affiliated companies, including car2go Canada, Lts (“car2go”, “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of www.car2go.com, including any content, functionality and services offered on or through www.car2go.com (the “Website”), whether as a guest, car2go member, or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy,** found at <https://car2go.com/CA/en/legal-note/>, <https://car2go.com/US/en/legal-note/>, <https://car2go.com/CA/en/privacy-policy/>, and <https://car2go.com/US/en/privacy-policy/> incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with car2go.

### Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter, unless otherwise specified. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page so you are aware of any changes, as they are binding on you.

### Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users and members.

To access the Website or car2go’s services, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You

agree that all information you provide to use this Website and/or register for car2go's services through this Website, is governed by our Privacy Policy at <https://car2go.com/CA/en/legal-note/> and <https://car2go.com/US/en/legal-note/>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately at [memberservicesNA@car2go.com](mailto:memberservicesNA@car2go.com) of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

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**Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.