

**car2go N.A. LLC & car2go Canada Ltd.**

**MEMBER TERMS AND CONDITIONS**

**car2go NA, LLC and car2go Canada Ltd. (collectively, “car2go”) offer car-sharing memberships to individuals and authorized legal entities that have been pre-approved through an application process and registered as Members (as defined in the applicable Trip Process).**

**For Members who use vehicles in the United States, these Terms and Conditions are a contract and govern the relationships, rights, and obligations between car2go N.A., LLC and the Member.**

**For Members who use vehicles in Canada, these Terms and Conditions are a contract and govern the relationships, rights and obligations between car2go Canada Ltd. and the Member.**

**A Member must agree to the Terms and Conditions before using a car2go vehicle.**

**The Terms and Conditions contain an indemnity provision in Section VII.**

**I. APPLYING FOR CAR2GO MEMBERSHIP**

- A) An applicant can register to become a member of car2go through a self-initiated registration process found at [www.car2go.com](http://www.car2go.com) or via the official car2go smartphone application (the “car2go app”).
1. As part of the registration process, car2go or a third-party partner will validate personal information provided by the applicant. By providing this information to car2go, applicant certifies that such information is true and correct.
  2. An applicant must provide payment information that enables car2go to charge an authorized payment card directly for its membership fee and other amounts that may become payable by the Member to car2go.
  3. Members will provide car2go with a valid driver’s license upon any reasonable request for such proof by car2go.
  4. Members are required to keep their personal information provided to car2go up-to-date in all respects and at all times. car2go may validate such updated information as part of the registration process or to verify continued eligibility for membership with car2go.
  5. car2go will in no way be responsible or liable for any fines, damages, penalties, or any other costs or liabilities resulting from Members failing to provide car2go with up-to-date personal information.
- B) If membership criteria are met, as determined at car2go’s sole discretion, and applicable fees, if any, have been paid, car2go will confirm acceptance of the

application. That said, an applicant does not automatically become a car2go Member if the applicant satisfies the membership criteria. Approval of an applicant's membership and continuing membership in car2go is at car2go's sole discretion. Further, decisions of car2go's insurer may affect membership.

- C) A material part of a Member's membership in car2go is his or her acceptance of and agreement to the contracts governing car2go membership. These contracts are these Terms and Conditions and the relevant Trip Process agreement between car2go and Member, as well as the documents and information incorporated by reference within such contracts. The Terms and Conditions and Trip Process are found at [www.car2go.com](http://www.car2go.com) and/or via the car2go app.
- D) Unless the membership is suspended or terminated for any reasons specified in these Terms and Conditions or Trip Process, a Member's car2go membership is for an indefinite term; provided, however, that there may be additional applicable fees as set forth in the Fee Schedule (as defined in the Trip Process) that may be issued from time to time.
- E) Membership and acceptance of car2go's membership contracts, namely the Terms and Conditions and Trip Process, do not confer any right to obtain car2go's services or guarantee the ability to use car2go's services or vehicles. All services, trips, and car2go vehicles remain subject and subordinate to availability. Further car2go reserves the right, in its sole discretion, to increase or decrease the size of, amend, suspend, or terminate its operating areas in North America.

## **II. CAR2GO DRIVING PRIVILEGES**

As part of the application process, or during a Member's membership in car2go, an applicant/Member authorizes car2go to request, to the extent permitted by law, his or her driving history, driving record, and/or driving abstract in order for car2go to make a determination as to membership eligibility or continued eligibility. car2go, however, has no obligation to check an applicant/Member's driving history, driving record, and/or abstract.

car2go also reserves the right to ask an applicant/Member to provide to car2go a current, and certified translated copy, if applicable, of the applicant/Member's driving record from the applicable regulatory or government authority at the time of application or at car2go's request during the tenure of the Member's membership for the purpose of verifying compliance with car2go's eligibility requirements, these Terms and Conditions, and any applicable Trip Process.

- A) If car2go learns that a Member's driving license has been suspended, revoked, surrendered, or lost, or if the driving license has expired, car2go will suspend the ability of the Member to use car2go.
- B) The only individuals authorized to drive car2go vehicles are those who:
  - 1. Are Active Members, as described in the Trip Process;

2. hold and carry during every Trip (as defined in the Trip Process) their valid driver's license, and maintain compliance with any restrictions imposed by such license;
  3. have taken the necessary care, time, and effort to familiarize themselves with the laws applicable to the operation of a vehicle in the jurisdictions in which the car2go vehicle will be operated;
  4. meet car2go's minimum age and driving experience requirements, if any;
  5. have not consumed any alcohol. Drinking alcohol and driving is strictly prohibited, and a limit of 0.0% blood alcohol content (BAC) applies for all drivers of car2go vehicles.
  6. are not under the influence of drugs or medication that could adversely impact their ability to drive. As concerning drugs or medication that could adversely impact a Member's ability to drive, whether legally prohibited, prescribed, or otherwise, a zero-tolerance policy applies;
  7. have a valid payment card associated with their membership;
  8. have registered the data and personal information of other drivers who are authorized to drive at the expense of such Member, if applicable; and
  9. prior to using a vehicle, have familiarized themselves with these Terms and Conditions, Trip Process, Schedules (as defined in the Trip Process), and the Parking Rules (as defined in the Trip Process), all of which are available at [www.car2go.com](http://www.car2go.com) and/or on the car2go app.
- C) car2go may deny, suspend, or terminate an applicant or Member's authority to use car2go if the following appear on an applicant or Member's driving record:
1. a suspended, revoked, expired, or surrendered license;
  2. convictions for any driving-related offences under any federal, state, or provincial criminal or civil laws including: (a) careless or dangerous driving; (b) driving under the influence, driving while intoxicated, or driving while impaired, and (c) possession of a stolen vehicle, the unauthorized use of a vehicle, or the use of a vehicle in the commission of a crime;
  3. failure to report an accident or leaving the scene of an accident; or
  4. a material number of driving infractions, as determined in car2go's sole discretion.
- D) It is a material condition of membership that a Member agrees to and shall notify car2go immediately if any of the circumstances outlined in Section II.C occur after car2go membership is conferred on the Member. The Member understands that this obligation to self-report is mandatory irrespective of whether the circumstance

outlined in Section II.C occurred when the Member was operating a car2go vehicle or not. Such Member's driving privileges and account may, after the Member self-reports any circumstance outlined in Section II.C, in car2go's sole discretion, be suspended and/or terminated until such time as car2go determines that such Member's account can be reactivated and/or reinstated.

- E) If a Member is involved in an accident where he/she is the operator of one of the involved vehicles, whether involving a car2go vehicle or not, such Member shall immediately inform car2go.

car2go may, but shall have no obligation to, obtain or ask Member to obtain (at the Member's sole expense) an updated, certified translated (if applicable) copy of the Member's driving record from the applicable governmental or regulatory authority.

Such Member's driving privileges and car2go account may be suspended until such time as car2go receives an updated copy of the Member's driving record and has verified the Member's driving history to be satisfactory to car2go.

- F) car2go will retain Member's driver's license information and/or a copy of the Member's driver's license to monitor expiration dates and to provide notices to the Member to update their driver's license before expiration. Member consents to car2go's retention of such information and gives car2go permission to contact Member via email, telephone, or text message.
- G) car2go reserves the right to change at any time the eligibility criteria and to impose other eligibility criteria for car2go membership.
- I) car2go reserves the right and has the sole discretion to suspend or, **except for consumers subject to the Quebec Consumer Protection Act**, terminate a Member's membership in car2go. For Members that are consumers subject to the Quebec *Consumer Protection Act*, car2go may terminate the Member's membership in any event and without cause by notifying the Member in writing at least sixty (60) days before the date of termination.

### III. MEMBERSHIP ACCESS

- A) Once approved for membership, Members will be required to use the car2go app or other authorized mobile application to enable the Member to access car2go vehicles.
- B) Members are prohibited from giving, lending, or selling membership cards or access to their car2go app to anyone or otherwise allowing anyone to benefit from use of their membership card or car2go app. Failure to comply with this condition will result in membership termination, will void any applicable insurance coverage, and may subject a Member to liability for any damages that stem from the unauthorized use of a car2go vehicle.
- C) Members will select a PIN that is associated with their car2go membership, and Members may not share the PIN with anyone, including other Members. Any

violation of this provision shall result in membership termination. Additionally, the Member shall bear the responsibility of any costs and fees charged for vehicle use and for any damage that results from such use and/or violation of this section.

- D) Members cannot remove, separate, or destroy the RFID chip from the membership card. Any violations of this provision shall result in membership termination.
- E) Any use of information technology in an attempt to read, copy, or manipulate the membership card RFID chip, or to tamper with, destroy, modify, read, copy, manipulate, or reverse engineer the car2go app in any way, for any purpose, including to gain access to a car2go vehicle is prohibited. Any violation of this provision shall result in membership termination. The Member shall be responsible for the costs of any damage that result from such violation.
- F) Violations of these Terms and Conditions, including, but not limited to, any default on payments, may result in membership termination. This exclusion may be temporary or permanent and is in car2go's sole discretion. The Member may be informed of his/her exclusion by e-mail or other electronic means, at car2go's discretion.

#### **IV. PRICES AND PAYMENTS IN DEFAULT**

- A) The Member agrees to pay car2go a registration fee, plus applicable taxes, payable in full upon confirmation of his or her membership.
- B) Fees for using car2go are available at [www.car2go.com](http://www.car2go.com) and/or the car2go app.
- C) Payments shall be made by an authorized payment card. The Member account from which the amount is to be collected shall have sufficient funds available to cover any charges. The Member is solely responsible for any associated payment card charges or fees.
- D) 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:
  - 1. Pricing Information. Current rates for our 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 these Terms and Conditions.
  - 2. 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.

#### **V. BILLING**

- A) Members are responsible for the payment of all charges in any way incurred in connection with use of a vehicle associated with their account.
- B) The Member will be responsible for any traffic, moving, or parking violation citations issued for failure to comply with traffic rules or other laws, and/or any highway or bridge toll charges levied against the vehicle related to the member's use. A Member may be charged for the actual amount of such citations and/or toll charges plus a processing fee related to the citation. Notwithstanding any other rights of car2go contemplated herein, including the Indemnification Section, to the extent permitted by law, car2go or its designated representatives or assignees may elect to challenge, settle, or assign to Member any such citations issued to car2go, which car2go deems to have been incurred during Member's use. **And, by using car2go, Member expressly waives his or her right to challenge such citations.** Member shall comply with the written demands to waive or assume responsibility of any related legal process and, upon written request by car2go or its designated representatives or assignees, shall execute any required waiver, assumption, or assignment of Member's rights or obligations related thereto.
- C) No portion of the registration fee shall be refunded, unless determined otherwise by car2go, to the extent permitted by law.
- D) If a payment card charge is declined by the Member's payment card issuer (either for advanced authorization or incurred charges), car2go may suspend or terminate the Member's membership.
- E) car2go reserves the right to assign a delinquent Member-account to a third party collection agency in compliance with and to the extent permitted by law.

## **VI. SUSPENSION AND TERMINATION OF CAR2GO MEMBERSHIP**

- A) car2go or the Member may terminate the Member's membership at any time. Notwithstanding any termination, the Member will remain responsible for all charges, including account balances, registration fees, and any damages and penalties incurred related to any use of a car2go vehicle on or prior to the date of termination. Members will only be able to obtain refunds for membership and registration fees pursuant to their rights under applicable consumer protection legislation or pursuant to car2go's discretion.
- B) car2go may immediately terminate a Member's membership if the Member:
  - 1. does not pay charges at the time such charges are due and/or if car2go receives notice that the method of payment selected in the Member's application has been lost, stolen, cancelled, revoked, expired, suspended, or otherwise invalidated UNLESS an alternative method of payment acceptable to car2go is arranged;
  - 2. fails to meet car2go's membership requirements under these Terms and Conditions;

3. fails to comply with the Trip Process or these Terms and Conditions;
4. has made statements to car2go which are incorrect or has failed to disclose facts or circumstances required to be disclosed under these Terms and Conditions;
5. In addition to the foregoing, car2go may, for any reason and at any time subject to applicable law, suspend or, **except for consumers subject to the Quebec Consumer Protection Act**, terminate a Member's membership in car2go. For Members that are consumers subject to the Quebec *Consumer Protection Act*, car2go may terminate the Member's membership in any event and without cause by notifying the Member at least sixty (60) days before the date of termination..

C) If a membership is suspended or terminated, car2go:

1. is entitled to immediate payment of any fees and other amounts owing by the Member to car2go; and
2. is entitled to compensation for economic and property damages owed to car2go by the Member.

#### **VII. INDEMNIFICATION OBLIGATION OF THE MEMBER AND HOLD HARMLESS REQUIREMENT**

**THE MEMBER SHALL INDEMNIFY AND HOLD CAR2GO, ITS PARENTS AND AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AGENTS, LAWYERS, ASSIGNS, AND SUCCESSORS-IN-INTEREST (COLLECTIVELY, THE "INDEMNIFIED PERSONS") HARMLESS FROM ALL LOSSES, INCLUDING LOST PROFITS DUE TO VEHICLE DAMAGE, CAUSED OR CONTRIBUTED TO BY THE MEMBER, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COSTS, LEGAL FEES, AND OTHER EXPENSES INCURRED BY ANY INDEMNIFIED PERSON IN ANY MANNER AND BASED UPON THE MEMBER'S NON-COMPLIANCE WITH THIS TRIP PROCESS, THE SCHEDULES, THE TERMS AND CONDITIONS, AND/OR FROM THE USE OF THE VEHICLE BY THE MEMBER OR ANY OTHER PERSON, INCLUDING CLAIMS OF OR LIABILITIES TO, THIRD PARTIES. THE MEMBER MAY PRESENT A CLAIM TO THE MEMBER'S INSURANCE CARRIER FOR SUCH EVENTS OR LOSSES; BUT IN ANY EVENT, THE MEMBER SHALL HAVE FINAL RESPONSIBILITY TO ALL INDEMNIFIED PERSONS FOR ALL SUCH LOSSES. THIS OBLIGATION MAY BE LIMITED TO THE EXTENT CAR2GO'S MINIMUM FINANCIAL RESPONSIBILITY COVERAGE APPLIES.**

#### **VIII. GENERAL TERMS**

- A) **Data Protection.** car2go shall implement and maintain reasonable procedures for protecting personal information in compliance with applicable law and the car2go Privacy Policy (as defined in the Trip Process).
- B) **Authorization to Call and Send Text Messages.** By providing his or her phone number to car2go, the Member expressly consents and agrees that car2go may place calls and send text messages to that number, including through the use of an automatic telephone dialing system and calls utilizing artificial and pre-recorded

voices and/or messages, for any purpose related in any way to a Member's membership with car2go, including, without limitation, as part of the application, registration, or reservation process, anything related to a Trip, and concerning customer service inquiries, customer satisfaction surveys, and/or car2go marketing communications. Member's consent is valid as to Member as well as for anyone else that may use the phone number provided by Member. Member represents that Member is either the owner or the primary user of that number. Member also agrees to update car2go promptly in the event that the number changes so that car2go does not try to contact a number that is no longer owned or used by Member. Member understands that providing this consent is a condition of using a vehicle and that if Member decides that he or she no longer wishes to receive such calls or texts from car2go, Member may not be permitted to use a vehicle. Member agrees that he or she may only revoke this consent in writing by sending a letter to car2go's General Counsel in accordance with the Notice section below. car2go is not responsible for any fees assessed by the Member's cell phone provider for receipt of text messages or calls.

- C) **Choice of Law.** The law of Texas will apply to disputes related to these Terms and Conditions. car2go understands that the courts in some countries, states, and provinces will not apply Texas law to some types of disputes. If a Member resides in one of those countries, states, or provinces then where Texas law is excluded from applying, the Member's country, state, or province's laws will apply to such disputes.
- D) **Jurisdiction.** All claims arising out of or relating to these Terms and Conditions or the provision of products and services by car2go will be litigated exclusively in the courts of Texas and Members consent to personal jurisdiction in those courts. If, however, the courts in a Member's country, state, or province will not permit a Member to consent to the jurisdiction and venue of the courts in Texas, then that Member's local jurisdiction and venue will apply to such disputes related to these Terms and Conditions and the provision of services by car2go.
- E) **Conflicts.** In the event of any conflict between these Terms and Conditions and any other document with respect to the car2go's car-sharing program these Terms and Conditions shall govern except as otherwise set forth by an authorized car2go representative in writing.
- F) **Assignment.** The rights of the Member granted by these Terms and Conditions are not assignable or transferable by the Member to third parties, in whole or in part. The rights of car2go are assignable by car2go to any third party, in whole and in part and, without limitation, car2go may sell or assign its right to receive some or all of the amounts that are owed or which may become due to car2go by a Member under these Terms and Conditions and/or the Trip Process, and/or relating to use of a car2go vehicle.
- G) **Limitations of Liability and No Third-Party Beneficiaries.** These Terms and Conditions are intended for the benefit of the Member and car2go. No other third 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, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS, THE USE OF CAR2GO VEHICLES, AND/OR CAR2GO'S SERVICE.

The information, recommendations, and/or services provided by car2go to Members, in whatever format or through whatever medium, are for general information purposes only and do not constitute advice. car2go will reasonably keep the contents of its website and the car2go app correct and up to date, but car2go does not guarantee that the contents of the car2go website and/or the car2go app are free of errors, defects, malware, and viruses or that the car2go website and/or car2go app are correct, up to date and accurate. car2go also does not guarantee, represent, or warrant that the car2go website and/or car2go app is or will be accurate, reliable, timely, secure, error-free, uninterrupted, that defect will be corrected, or that such medium will otherwise meet a Member's needs, requirements or expectations.

car2go shall not be liable for any damages resulting from the use of or inability to use the car2go website or car2go app, including damages: (a) caused by malware, viruses or any incorrectness or incompleteness of the information or the website or car2go app, unless such damage is the result of car2go's willful misconduct or gross negligence; and/or (b) resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties, or by computer programs used for electronic communications and transmission of viruses.

**CAR2GO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

Members acknowledge and agree that the entire risk arising out of Members' use of the services offered by car2go remains solely with Members, to the maximum extent permitted by law.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

- H) **Acknowledgement.** Members may be required to re-acknowledge receipt and acceptance of these Terms and Conditions on the headunit (as defined in the Trip Process), via the car2go app, or by another method designated by car2go before driving a car2go vehicle.

- I) **No Waiver.** Acceptance by car2go of any default or failure by the Member concerning these Terms and Conditions shall not affect or alter car2go's rights in regard to any subsequent failure, whether of the same or of a different nature. If either party should waive, neglect, or delay the exercise of a right or recourse provided by these Terms and Conditions, this shall never be interpreted against said party as a renunciation of its rights and recourses, as long as the conventionally or legally prescribed time for exercising such a right or recourse has not expired.
- J) **Severability.** Each provision of these Terms and Conditions is distinct and separate. Therefore, any decision by a court under which any of the provisions contained in these Terms and Conditions are declared null, invalid, or unenforceable shall in no way affect the validity, nature, or enforceability of any other provision.
- K) **Gender and Number.** Where required by the context, the masculine gender used herein includes the feminine and vice-versa, and the singular includes the plural and vice-versa and, in those cases, the rest of the sentence or sentences concerned shall be interpreted as though the required grammatical or terminological changes had been made.
- L) **Modifications of Terms and Conditions.** The current version of these Terms and Conditions is available at [www.car2go.com](http://www.car2go.com) and/or the car2go app. car2go reserves the right to amend, supplement or replace these Terms and Conditions and shall give notice of such changes as required by applicable law. Notice to the Member 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, uses the car2go app, receives an email to the Member's email address. The Member agrees that all modifications shall be effective and binding on the effective date indicated in the notice, which at a minimum should be 30 days following the notice. To the extent permitted by applicable law, by making a reservation or starting a Trip after receiving notice of any modifications to the Terms and Conditions, Member assents to and will be bound by such changes to the Terms and Conditions. The Member has the option of terminating its membership with car2go if he or she does not wish to accept any modification to the Terms and Conditions.

Notwithstanding the foregoing, for car2go services provided to the Member in the Province of Québec:

- (i) The Member acknowledges and agrees that any and all of the elements of these Terms and Conditions may be amended unilaterally.
- (ii) car2go must send to the Member, at least 30 days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out the new clause(s) only, or the amended clause(s) and the clause(s) as it or they read formerly, the date of the coming into force of the amendment and the rights of the Member set forth in subparagraph (iii) below; and

(iii) The Member may refuse such amendment and cancel its membership with car2go without cost, penalty, cancellation indemnity or further obligation by sending car2go a notice to that effect no later than 30 days after the amendment comes into force, to the extent that the amendment entails an increase in the Member's obligations or a reduction in car2go's obligations.

(iv) Notice to the Member shall be considered given when such notice is indicated and accessible from the first page accessed after the Member logs on to the car2go website, uses the car2go app, receives an email to the Member's email address. The Member agrees that all modifications shall be effective and binding after 30 days following the date on which the notice is given.

M) **Entire and Integrated Agreement.** These Terms and Conditions, as modified from time to time, will become a binding agreement upon acceptance by the Member.

N) **Notice to car2go.** Except as otherwise required herein, notice required to be given by the Member to car2go shall be provided in writing. Such notices shall be given (1) by delivery in person; (2) by a nationally recognized next day courier service; or (3) by first class, registered or certified mail, postage prepaid. Such notices so given shall be effective upon receipt by car2go at the following address:

car2go N.A. LLC  
General Counsel  
1717 W.6<sup>th</sup> Street, Suite 425  
Austin, Texas 78703  
United States

O) **Questions.** Comments or questions regarding these Terms and Conditions should be directed to car2go. Visit [www.car2go.com](http://www.car2go.com) or the car2go app for methods of contact.

## IX. EXPLANATIONS AND COMPREHENSION

**THE MEMBER DECLARES TO CAR2GO THAT HE OR SHE HAS RECEIVED ALL REASONABLE EXPLANATIONS REQUIRED OF THE CONTENT OF THESE TERMS AND CONDITIONS AND ANY OTHER DOCUMENT WITH RESPECT TO THE CAR2GO CAR-SHARING MEMBERSHIP, INCLUDING ALL SCHEDULES AND THAT HE OR SHE HAS TAKEN ALL REASONABLE AND PRUDENT MEASURES TO ENSURE THAT HE OR SHE HAS CORRECTLY UNDERSTOOD EACH AND EVERY ONE OF HIS OR HER COMMITMENTS AND OBLIGATIONS.**

X. **ARBITRATION.** For purposes of this section, "you" and "your" refers to the Member, and "us" and "we" refers to Member and car2go.

A) **Disputes.** You agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of this or previous versions of these Terms and Conditions; your use of, or access to, car2go services will be resolved in accordance with the provisions set forth in this Arbitration Section. Please read this Section carefully. It affects your rights and will impact on how the claims you and we may have against each other are resolved.

- B) **Agreement to Arbitrate.** You and car2go each agree that any and all disputes or claims that have arisen or may arise between you and car2go relating in any way to or arising out of these Terms and Conditions, or any previous or future versions, your use of or access to car2go services shall be resolved exclusively through final and binding arbitration, rather than in court, except that you may assert claims in small claims court, if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.
- C) **Prohibition of Class and Representative Actions and Non-Individualized Relief.** YOU AND CAR2GO AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CAR2GO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER CAR2GO USERS.
- D) **Arbitration Procedures.** Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual; and an arbitrator must also follow the terms of these Terms and Conditions as a court would.

The arbitrator, and not any federal, state, provincial, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of the these Terms and Conditions including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or these Terms and Conditions is void or voidable.

Whoever first demands arbitration may choose to proceed under the applicable rules of the National Center for Dispute Settlement, 43230 Garfield Road, Suite 130, Clinton Township, MI 48038 on the Internet at <http://www.ncdsusa.org>, or any other organization that you may choose subject to our approval. Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. Unless the rules require otherwise, the arbitration award shall be issued without a written opinion.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 USD or less, you or car2go

may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and car2go subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and/or car2go, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Texas, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different car2go members, but is bound by rulings in prior arbitrations involving the same car2go member to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- E) **Costs of Arbitration.** If you demand arbitration first, you will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to \$125 USD, and car2go will pay any additional initial filing fee or case management fee. car2go will pay the whole filing fee or case management fee if it demands arbitration first. car2go will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent you from requesting that the applicable arbitration entity reduce or waive your fees, or that car2go voluntarily pay an additional share of said fees, based upon your financial circumstances or the nature of your claim
- F) **Severability.** With the exception of any of the provisions in subsection (C) of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in subsection (C) of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief") is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of these Terms and Conditions will continue to apply.
- G) **Opt-Out Procedure.** You can choose to reject this Agreement to Arbitrate ("opt out") by mailing car2go a written letter (the "Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than 30 days after the date you accept these Terms and Conditions. You must mail the Opt-Out Notice to car2go, Attn: General Counsel, in accordance with the Notice Section above.

If you opt out of the Agreement to Arbitrate, all other parts of these Terms and Conditions will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

H) **Future Changes to the Agreement to Arbitrate.** Notwithstanding any provision in these Terms and Conditions to the contrary, you agree that if car2go makes any change to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against car2go prior to the effective date of the change. The change shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and car2go. We will notify you of changes to this Agreement to Arbitrate by posting the amended terms on <http://www.car2go.com> and/or on the car2go app at least thirty (30) days before the effective date of the changes and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within the thirty (30) day period and you will not be bound by the amended terms.

Moreover, if we seek to terminate the Agreement to Arbitrate as included in these Terms and Conditions, any such termination shall not be effective until thirty (30) days after the version of the Terms and Conditions not containing the Agreement to Arbitrate is posted to <http://www.car2go.com>, and shall not be effective as to any claim that was filed in a legal proceeding against car2go prior to the effective date of termination.

These Terms and Conditions are effective January 2, 2017.