



TERMS OF USE

June 2024

1. Who are we?

When these General Terms of Use ("TOU") mention "Europcar On Demand," "we," "us," or "our," it refers to Ubeeqo International SASU with whom you are contracting with.

Ubeeqo International SASU is a French joint stock company with a share capital of 179,410.78 euros. It is registered with the Registre du Commerce et des Sociétés (RCS) of Paris under number 491 048 575. Its registered office is located at 13 ter boulevard Berthier, 75017 PARIS. Mrs Ann-Christin Alef, President of Ubeeqo International SASU, is also the Publishing Director and can be reached by e-mail at support.de@ondemand.europcar.com.

The Site is hosted by OVH, 2 rue Kellermann, 59100 Roubaix, France.

Phone number: +33 9 72 10 10 07.

For more information, click here (<https://www.fontshop.com/foundries/mark-simonsonstudio/eulas>). For more information about the license agreement and the font.

Lato (copyright © 2010, Łukasz Dziedzic), click here (http://scripts.sil.org/cms/scripts/page.php?site_id=nrsi&id=OFL).

2. To whom do these TOU apply?

These TOU constitute a legally binding contract ("Contract") between you (hereinafter referred to as "User(s)" or "you") and Europcar On Demand (as defined below). The TOU governs your access to and use of Europcar On Demand's web sites (ondemand.europcar.com), all related subdomains, any other web site that enables Europcar On Demand to make Europcar On Demand services available and your access to and use of our applications for mobile and other smart devices (collectively referred to as the "Site").

By accessing or using the Site, you agree to be bound by this Agreement and acknowledge that you have read and understood its terms, whether or not you create an account (see below). If you do not accept these terms, you are not authorized to use the Site.



3. May these TOU change in the future?

We reserve the right to modify or revise these TOU, provided that we have a valid reason (for example, change in market conditions) and that such modification is reasonable. You should therefore refer to this page again whenever you use the Site, to ensure that you are up to date. By using the Site after the publication of modifications to the TOU, you automatically accept these modifications. If you do not agree, you will unfortunately no longer be able to use our services.

4. Is this a platform where I can book all my mobility services? Who are the contracting parties?

Europcar On Demand offers digital car-sharing services. Our Site is a platform that allows you to search, book and pay directly for car-sharing car rental services ("Services") without leaving the Site. The Services we offer are provided either by the following subsidiaries or partners of Ubeeqo International S.A.S.U.:

Blue Sostenible SL in Spain;

Ubeeqo GmbH in Germany;

Ubeeqo FRANCE SASU in France;

Guidami S.r.l. en Italy;

(collectively. "**Europcar On Demand**").

Consequently, the contract drawn up when booking a service provided by one of our subsidiaries or partners is concluded with that same subsidiary or partner. Please note that each Service we offer is subject to specific terms and conditions applicable to that Service ("Rental Terms and Conditions"). These General Rental Conditions will be communicated to you. You must read them carefully and accept them before finalizing your reservation.

5. Whom should I contact if I book a service with one of Europcar On Demand's partners?

Ubeeqo International S.A.S.U is responsible for all your payments. We process all of them, even if you book a service provided by our subsidiaries or partners. Our Customer Service Department will be happy to answer any questions you may have regarding all bookings and payments you have made, including payment requests.



6. Do you offer chargeable services?

Throughout the booking process for our Services, you will be given the opportunity to subscribe to one of our paid services. If you wish, please select the fee-based service of your choice before finalizing the booking and payment process. Once your booking has been finalized, you will receive an e-mail confirming your service order.

7. Do I need to register?

To access our Services, you will be asked to create an Europcar On Demand account by filling out the registration form and accepting these TOU.

Each user may register with Europcar On Demand only once. You may not assign your Europcar On Demand account to a third party or transfer it in any other way.

8. What are my obligations with regards to the registration and my account?

To access our Services, you must provide us with complete and accurate information during the registration process and agree to keep your account up to date at all times. Any changes to this information must be notified to Europcar On Demand by e-mail at support.de@ondemand.europcar.com or by telephone on 01 78 16 45 75. Most information can also be updated in your account by clicking on "Account Settings".

We reserve the right to refuse registration or suspend an account without prior notice. This will be the case in particular if we have reason to suspect that a User is not behaving in accordance with the Agreement or if the information provided to us is incorrect or incomplete.

Europcar On Demand authorizes its Users to use the Services only if they comply with the terms and conditions set forth in the Reservation Conditions.

It is your responsibility to maintain the confidentiality and security of your Europcar On Demand account credentials. Please change your password every 3 months to ensure greater security.

9. What if I have forgotten my password or someone has accessed my account?

If you know or suspect that your credentials have been lost, stolen or otherwise compromised by a third party, you must immediately notify Europcar On Demand by e-mail at support.de@ondemand.europcar.com or by phone: 01 78 16 45 75 and change your password. You can do this either by logging into your account and going to "Account settings" to "Personal information" and then clicking on "Change your password" or, if you are not logged in, by simply clicking on "Forgot your password?"



10. Does Europcar On Demand offer business accounts?

You can open a personal account. If you would like to set up a business account, please click here (ondemand.europcar.com) to be redirected to our dedicated business page.

11. May I authorize a third party to use my account?

Your account is non-transferable and you are not authorized to share your login details with any third party. If you do not comply with this provision or if you allow a third party to access your data, we may suspend your account immediately and require you to pay a penalty fee, in accordance with the car-sharing rental price list applicable at the time of rental. The current price list is available on the Site. This list may be modified at any time by Europcar On Demand for future rentals.

12. How am I responsible for my account?

To the fullest extent permitted by applicable law, you agree to accept responsibility for all activities conducted through your Europcar On Demand account, unless you can prove fraudulent use beyond your control.

13. What are the rules for the use of the Site?

You agree not to:

§ Use the Site for illegal, unlawful or fraudulent purposes or disseminate controversial, illegal, unlawful, distasteful or discriminatory information;

§ Use the Site or its contents for commercial purposes;

§ Hinder the use of the Site by third parties;

§ Use the Site in a manner that may cause harm to Europcar On Demand or third parties or infringe Europcar On Demand's intellectual property rights;

§ interfere with the operation of the Site or disrupt the servers or networks connected to it, in particular by transmitting any material, sending or downloading content containing computer viruses, etc. ;

§ Copy or reproduce the Site or any of its contents or affix a logo;

§ Create a deep link to one of the sections of the Site;

§ Attempt to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any of the software used by Europcar On Demand in connection with the Site or Services.



14. What if I want to cancel my account?

These T&Cs and, where applicable, your account registration with us, are valid for an indefinite period. You may terminate your account at any time by sending us an e-mail and completing the cancellation form required by the General Rental Conditions and available on the Site.

15. Can Europcar On Demand cancel or block my account?

Europcar On Demand may, at any time, close your account and/or terminate this Agreement for reasons of convenience by giving you 14 (fourteen) days prior notice by e-mail to the e-mail address you have registered. Europcar On Demand may immediately, without notice to you, suspend your account and/or terminate this Agreement and/or block your access to the Site (i) if you have violated these TOU or any of the terms contained in the Booking Terms, (ii) if Europcar On Demand believes, in good faith, that such action is reasonably necessary to protect the safety or property of Europcar On Demand or any of its partners, (iii) or if you have not paid for the Services. If your access to or use of the Site and Services has been restricted, or if this Agreement or your account has been terminated by Europcar On Demand, then you may not create a new account or attempt to access and use the Site and Services through other Europcar On Demand accounts, except as expressly authorized by Europcar On Demand. In this case, please contact Europcar On Demand Customer Service.

16. What is Europcar On Demand's intellectual property policy?

All elements of the Site (including software, databases, source code, etc.) as well as all company names, trademarks and distinctive signs ("Content") are protected by copyright, trademark law and other national or international laws. The Content is the exclusive property of Europcar On Demand and/or third parties authorized by Europcar On Demand. Any use of all or part of the Content, in particular the downloading, use, copying, transfer, reproduction or representation (including derivative works), on any media and by any process whatsoever, for any purpose other than strictly personal or private use and with no commercial purpose, is prohibited and constitutes an infringement.

Europcar On Demand respects the intellectual property of third parties. If you believe that any of our Content infringes any copyright you may own, or that a link on the Site points to a website containing illegal or inappropriate content, then please contact us immediately via support.de@ondemand.europcar.com.



Europcar On Demand will take whatever action it deems appropriate, at its sole discretion, including removal of the offending materials.

17. What is Europcar On Demand’s policy regarding hyperlinks?

The creation of hypertext links and/or inbound links pointing to the Site is strictly forbidden, unless expressly authorized in writing by Europcar On Demand. If the Site includes links redirecting to sites operated by third parties, Europcar On Demand may in no way be held responsible for their content.

18. To what extent Europcar On Demand liable?

At Europcar On Demand, we make every effort to ensure that the operation of our Site and Services is uninterrupted, secure and free from errors, bugs and other problems, and that the information available on the Site is accurate. However, we make no warranties in this respect, and the information provided on the Site does not constitute a warranty of any kind whatsoever. This includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. You should therefore be aware that access to and use of the Site is at your own risk.

Please note that we reserve the right, at any time and at our sole discretion, to modify, suspend or discontinue any part of the Site or to impose limits on certain features or services, without notice and without liability to you or any third party.

In no event will Europcar On Demand be liable for any loss or damage whatsoever resulting, directly or indirectly, from the use of the Site or other sites linked to it, from information provided by the Site or from any transaction entered into through the Site. Some jurisdictions do not allow the exclusion of certain damages, so the above may not apply to you.

Nothing in these TOU excludes or restricts your statutory rights, including, but not limited to, your rights as a consumer. In particular, Europcar On Demand is liable for death or personal injury resulting from Europcar On Demand’s negligence, fraud or fraudulent misrepresentation or breach of implied warranties that cannot be legally excluded.



19. How does Europcar On Demand protect my data?

In order to provide You with the Europcar On Demand Service, Ubeeqo International S.A.S.U and Ubeeqo France, acting as joint data controllers, collect and process personal data about persons who use the Europcar On Demand Service. For more information on how we process your personal data, please refer to our privacy policy ondemand.europcar.com To exercise your rights under the personal data regulations, You may send an e-mail to the following address: dpo@ondemand.europcar.com or a letter to the following address: Ubeeqo France 13 ter boulevard Berthier, 75017 PARIS.

20. Severability

If any provision of these TOU is held to be invalid or unenforceable, such provision shall be construed in accordance with applicable law. This shall in no way affect the validity of the other provisions. The parties shall replace the null and void provision with a clause that comes as close as possible to the spirit and content of the one originally stipulated.

21. No walver

Our failure to enforce any provision of these TOU shall not constitute a waiver of such provision or any other provision.

22. Is this Contract transferrable?

This contract is concluded taking into account the identity of the contracting parties. Each party is only authorized to transfer the rights and obligations arising from this contract (including personal data) after obtaining the express and prior consent of the other party.

This provision does not apply to Europcar On Demand (i) if Europcar On Demand or one or more of its economic entity/entities responsible for the operation of the Site is/are purchased by a third-party company, or if (ii) an intra-group restructuring takes place, to another company within the Europcar On Demand group.



The information relating to this transfer (including all necessary details to proceed with it) will be communicated to you on the invoice. By this, you grant a revocable right to Europcar On Demand or to the assignee to recover all outstanding claims, including payment requests.

23. What happens in case of a dispute with Europcar On Demand?

French is the official language of these Terms and Conditions of Use (CGU). The French version prevails in case of discrepancies with another language. These CGU are governed by French law. Any dispute arising from these CGU or related to them will be exclusively submitted to the competent courts of Paris, notwithstanding the plurality of defendants or a guarantee call. This will have no impact on the application of your national consumer protection law, which may authorize you to bring a case before your jurisdiction of residence. Except where prohibited, you agree that any dispute, claim, or cause of action arising directly or indirectly from the Site shall be resolved individually. The EU has set up a platform for online dispute resolution, which you can access by clicking here (<http://ec.europa.eu/consumers/odr>). Consumers have the option to use this platform to settle their disputes. Please do not hesitate to first contact our Customer Service by email at support.de@ondemand.europcar.com. At Europcar On Demand, we are committed to finding a solution to all your potential problems.