GENERAL TERMS AND CONDITIONS OF AN AGREEMENT FOR THE PROVISION OF SELF-DRIVE CAR RENTAL SERVICES WITH PRIOR RESERVATION

Europcar On Demand

SUMMARY:

1. PREAMBLE
2. DEFINITIONS
3. PURPOSE – APPLICATION SCOPE
4. PREREQUISITES BEFORE ANY VEHICLE RESERVATION
- 4.1 Prerequisites for Individuals
- 4.2 Prerequisites for Legal Entities
- 4.3 Energy Savings Certificates

5. VEHICLE RENTAL
- 5.1 Conditions for Renting a Vehicle
- 5.2 Vehicle Rental Process
- 5.3 Modification of Vehicle Rental

6. USING A VEHICLE
- 6.1 Access to the vehicle
- 6.2 Vehicle condition at the pickup time
- 6.3 Vehicle use
- 6.4 Compliance with traffic laws
- 6.5 Vehicle autonomy

7. VEHICLE RETURN
8. VEHICLE INSURANCE
- 8.1 Insurance included in the booking
- 8.2 Liability insurance
- 8.3 Theft insurance
- 8.4 Accidental damage to the vehicle
- 8.5 Acts of vandalism
- 8.6 Glass breakage
- 8.7 Fire, explosion, terrorist attacks, and acts of terrorism
- 8.8 Storm, hail
- 8.9 Weather events
- 8.10 Natural disasters
- 8.11 Towing and ancillary fees

9. SERVICE COST
10. PAYMENT
- 11.1. Booking payment
- 11.2. Miscellaneaous
- 11.3. Billing

11. SECURITY DEPOSIT

12. LIABILITIES
13. PERSONAL DATA
14. GENERAL CLAUSES
15. CUSTOMER RELATIONS
16. MEDIATION
17. APPLICABLE LAW
18. JURISDICTIONAL COMPETENCE

1. Preamble :

The Europcar On Demand service (hereinafter the Service) is a car-sharing service that allows for the reservation of self-service vehicles through the Europcar On Demand App, which the customer must have previously downloaded.

This Service is offered by Ubeeqo France, a simplified joint-stock company with a single shareholder, whose registered office is located at 13 ter Boulevard Berthier, 75017 PARIS, and registered in the Paris Trade and Companies Register under the number 813.077.989.

The reservation of car-sharing vehicles is open to consumers for personal use and to companies for professional use.

The use of the Europcar On Demand Service and the rental of a vehicle involves the creation of a client account and the acceptance of the associated General Conditions of Use.

2. Definitions :

In these general rental conditions, the following terms are defined as below:

Accessories	All elements (some of which are optional) that can be provided with the Vehicle including but not limited to, the mobile GPS, the car radio, the badge reader, the spare tire, the floor mat, the triangle, the safety vest, the Box, and if applicable, the charging cable (for electric Vehicles only).
Accident	Refers to a sudden, unpredictable, and violent event, external to the Driver and independent of their will.

Application	Refers to the Europcar On Demand mobile application available from mobile application download platforms.
Assistance	The partner company of Europcar On Demand that provides assistance services to Clients in the event of a breakdown or accident.
Badge	Badge compatible with Europcar On Demand technology allowing to unlock the Vehicle at the start of the reservation. Depending on the case, this badge can be your company access badge, a badge used for public transport, or an individual access badge issued to you if you order it through your interface.
Box	The terminal located in the glove compartment of the Vehicle allows (i) to contact customer service; (ii) to close the rental by putting the key in the Box; or (iii) to extend the reservation if the Vehicle is not already reserved by a third party.
Charging Station	Refers to the system, installed at stations, allowing the recharge of an electric or plug-in hybrid vehicle.
Customer Relations Center	Refers to the information and assistance center that You can contact by email at the following address: support.fr@ondemand.europcar.com or by phone at 01 78 16 45 75 for processing Your requests, information, advice, account management operations, complaints, etc. Our customer service is open from 8 am to 8 pm, 7 days a week.
Client	A client of the Europcar On Demand Service, whether an individual or a legal entity, using it for personal or professional purposes.
Driver	You or the Authorized Driver
Authorized Driver	Any person driving a Vehicle that You have rented, in your name, for your account and under your

	responsibility and who has been authorized by Europcar On Demand and by You. You certify that the Authorized Driver has at least three (3) years of driving license. You ensure the compliance of these GTC by any Authorized Driver you have registered.
TOU	The General Conditions of Use of the Europcar On Demand Website available at the following address: ondemand.europcar.com
T&Cs	The present General Rental Conditions.
Personal Space	Refers to the online management space accessible by the Client via a dedicated section on the Europcar On Demand Application after authentication and from which the Client can notably manage their personal information, consult their subscription, their invoices, etc.
Deductible	The maximum amount which, subject to compliance with the GTC and in the absence of any serious breach on your part of the laws in force, will be charged to you for damages occurring during the rental of the Vehicle. This amount is specified during the reservation process.
Rental	Refers to the provision of the Vehicle under the conditions defined in these General Rental Conditions.
Onboard Documents	All documents present in the Vehicle: the registration certificate or its copy, the insurance certificate or its copy, the amicable accident report, the gas card, the manufacturer's guide, the Europcar On Demand service manual, and if applicable, the card present in the Vehicle to access or exit the parking area.
Departure Parking	The parking space reserved for the Vehicle for the start and end of the rental.
Service	The Europcar On Demand car-sharing rental service subject to these T&Cs.

Website	The website ondemand.europcar.com, the website ondemand.europcar.com, and if applicable, the mobile Application.
Station	Refers to a location of one or several contiguous spaces on variable linear sections located in the Departure and Return Parkings and at which recharge terminals for electric and plug-in hybrid category vehicles are present.
Vehicle	A vehicle offered for rental in car-sharing as part of the Service, of category (i) thermal, (ii) rechargeable or non-rechargeable hybrid (iii) electric.

3. Purpose - Scope of Application:

These General Rental Conditions (T&Cs) apply to any Client of the Europcar On Demand Service who rents a Vehicle.

The T&Cs apply in addition to the General Conditions of Use which govern both the use of the Europcar On Demand Website and mobile applications (hereinafter "T&Cs") and which can be viewed at the following address: ondemand.europcar.com. In case of contradiction, the parties agree that these T&Cs shall prevail.

The use of the Service implies your full and unreserved acceptance of the T&Cs.

4. Prerequisites before any Vehicle reservation:

4.1 Prerequisites for an individual

Before making your first reservation, you must:

(i) have an Europcar On Demand account and identify yourself by entering your email and password,

(ii) hold a credit or debit card (Visa or MasterCard) in your name and surname, A specific agreement will be required for the storage of your bank details.

(iii) not be listed on any international sanctions lists.

(iv) be up to date with any sums possibly owed to Europcar On Demand under a previous contract;

(v) submit the following documents: copy of your driving license, copy of your identity document (for French nationals or those from a country in the European Economic Area and Switzerland) or a valid passport, as well as any other document that may be indicated to you.

4.2 Prerequisites for a legal entity

If you wish your employees or members to benefit from the Europcar On Demand Service in the course of their activities, the following conditions must be met:

(i) You have previously concluded a contract with Europcar On Demand ;

You have an Europcar On Demand account and as many sub-accounts as there are employees/members Authorized Drivers, in accordance with the provisions of the GCU;

(ii) Each person you designate as an Authorized Driver must be aware of these T&Cs, and accept them;

(iii) You must be up to date with any sums possibly owed to Europcar On Demand under a previous contract;

(iv) You or your employees must submit all of the following documents: copies of the driving licenses of the Authorized Drivers, copies of their identity documents, and any other document that may be indicated to you;

(v) You or your employees must not be listed on any international sanctions list;

(vi) You must have provided the details of a credit or debit card or a bank account in your name.

You will pay all sums due for the use of Vehicles by the Authorized Drivers you have registered, except for sums due for a traffic violation which are owed by the Authorized Driver (see below, Article 6.4).

5. Booking a vehicle

5.1 Conditions pour louer un Véhicule

You must meet the following conditions.

(i) Be an adult individual, have held a category B national driving license for more than thirty-six (36) months, which is currently valid and have full legal capacity;

(ii) For nationals of the European Economic Area or Switzerland, have held a valid national driving license for more than thirty-six (36) months, granting you the right to drive the Vehicle; and for nationals from countries outside the European Economic Area and Switzerland: hold a national driving license with a photo and an international driving license, both currently valid and granting you the right to drive the Vehicle;

(iii) Have a minimum of six (6) points on your driving license if it is a French driving license;

(iv) Not have been convicted of driving under the influence of alcohol or drugs in the past five (5) years;

(v) Not have had more than two (2) accidents for which you were found at fault, in the past three (3) years.

If between the reservation date and the vehicle pickup date, the above conditions are no longer met, you agree to inform Europcar On Demand as soon as possible.

Holding a "white license" or a declaration of loss or theft of the driving license does not allow the conclusion of a Vehicle rental.

By electronically validating the Rental Agreement, you acknowledge being the holder of the supporting documents communicated and of the credit card whose information was entered, and that these will remain valid for the duration of the Rental.

5.2 Renting a vehicle

To use a Vehicle, you must have reserved it in advance.

If you are an individual, you must identify yourself by logging into your Europcar On Demand account to reserve a Vehicle. If you are a legal entity, your Authorized Drivers must identify themselves by logging into their Europcar On Demand sub-account to initiate the Vehicle reservation.

For a reservation to be validated, it must specify:

(i) The departure and return dates and times of the Vehicle;

(ii) The Departure Parking;

(iii) The desired Vehicle category according to availability;

(iv) If applicable, the chosen mileage rate.

After confirming the reservation payment, you or the Authorized Driver, if applicable, will receive an email confirmation of your reservation including the details of it (especially information relating to the reserved Vehicle category).

This information will be delivered again by SMS to your mobile phone or that of the Authorized Driver, before the start of the rental. When picking up the Vehicle, the Authorized Driver will be invited to confirm that they have held a valid driving license for at least two (2) years.

Europcar On Demand reserves the right to refuse the reservation of a Vehicle in case of non-compliance with any of your obligations and, more generally, to refuse any reservation that, according to Europcar On Demand, has an abnormal character.

You can only reserve one Vehicle for the same time slot.

5.3 Modification or cancellation of the Vehicle rental

5.3.1 By You

In accordance with Article L.121-21-8 of the Consumer Code, you do not benefit from a legal right of withdrawal.

However, if You (or the Authorized Driver, if applicable) wish, the Vehicle reservation can be modified before the Vehicle's return time, by clicking on the "Modify" button of the reservation from the website: webapp.ondemand.europcar.com, or the Application. The pricing conditions for the modification are specified in your account.

If no modification is made under the conditions mentioned above, and if the Vehicle is not returned to the Departure Parking and/or at the scheduled time, You will be considered as returning the Vehicle late and will then be liable for the penalties indicated in the Tariff grid.

If You or the Authorized Driver wish, the Vehicle rental can be canceled before the start of the Vehicle's use, by clicking on the "Cancel" button of the reservation. The pricing conditions for the cancellation of the rental are specified in the Tariff grid.

5.3.2 By Europcar On Demand

If after the confirmation of your reservation the reserved Vehicle is not available, you may benefit from:

(i) A similar or higher category of Vehicle or

(ii) A lower category of Vehicle, in which case a discount will be offered on your rental.

In the case where a Vehicle with a different engine type than initially reserved is offered to you, the mileage will be charged at the rate applicable to said engine type (by clicking on “learn more” on the pricing page. It is understood that if the new Vehicle proposed is a thermal Vehicle, the mileage will be charged at the current rates consultable via the following address: ondemand.europcar.com

If no vehicle is available within one hour following the scheduled departure time, you will be refunded for your rental.

6. Using a Vehicle

6.1 Access to the Vehicle

Once the reservation is validated and confirmed by Europcar On Demand, the Driver (You or the Authorized Driver) will be able to open the Vehicle at the date, time, and Departure Parking by:

(i) Either presenting their Badge to the Vehicle's badge reader;

(ii) Or clicking on the "Activate my reservation" icon through the Europcar On Demand Website in its mobile version or the mobile application.

The Driver (You or the Authorized Driver) will then, after following the instructions of the Europcar On Demand Box, start the Vehicle using the ignition key attached to the Box.

6.2 Vehicle Condition at Pickup

Upon taking the Vehicle, the Driver (You or the Authorized Driver) is invited to perform a vehicle inspection. To do this, they must inspect the vehicle to see if any damage is present. If the Vehicle has damages not declared in the application, the Driver must take photos and send them to the email address: support.fr@ondemand.europcar.com

The Driver must also ensure that:

(i) The Vehicle contains all the Onboard Documents and Accessories listed in the inspection (presence of safety equipment, charging cable if the vehicle is electric or plug-in hybrid, etc.);

(ii) The Vehicle is in a normal state of cleanliness;

(iii) The Vehicle contains at least a quarter (1/4) tank of fuel if it is a thermal, non-rechargeable hybrid, or rechargeable hybrid vehicle.

If the Driver notes that the Vehicle does not meet the above conditions (dirty vehicle, insufficient charge or fuel level, etc.), they must indicate this in the Application and, if not, they must contact Customer Service.

If the Driver validates the inspection without making any reservations, they will be presumed to have accepted the Vehicle in the state it was provided and will be liable for any discrepancies found unless the Driver proves they are not responsible.

In the case of taking an electric or plug-in hybrid vehicle, the Driver must ensure that the Vehicle has sufficient autonomy to complete the intended journey. If not, they must contact customer service. Otherwise, they will be held responsible for any potential autonomy breakdown and will be liable for the amount of applicable fees (see tariff grid).

6.3 Use of the Vehicle

6.3.1 Vehicle Maintenance

During the rental of the Vehicle, You or the Authorized Driver, as applicable, commit to using the Vehicle under normal conditions, only on paved and

tarred roads, and in compliance with the conditions required by applicable laws, regulations, and municipal provisions (especially the Road Traffic Act). You, or the Authorized Driver, undertake to take all necessary and reasonable measures to keep the Vehicle in good condition.

The Driver may carry out the following checks: verification of oil levels, lubricant, engine coolant, or any other fluid, and checking tire pressure.

However, any other intervention is prohibited without Europcar On Demand's prior agreement.

Routine maintenance operations of the Vehicles are carried out by Europcar On Demand or subcontracted outside of the Vehicle rental periods.

Should an anomaly that prevents the normal continuation of the use of the Vehicle (including noises, a strange driving sensation, flashing lights on the dashboard) be noticed, You commit to immediately informing Europcar On Demand by contacting customer service, to agree on the terms for continuing the rental.

Punctures and/or tire damage are not Europcar On Demand's responsibility (unless the responsibility and coverage of the damage by an identified third party can be demonstrated) and will result in the billing of a flat fee.

You, or the Authorized Driver, commit to taking care of the Vehicle, ensuring it is locked, secure, and parked in a safe place when not in use.

It is strictly forbidden to:

(i) Smoke inside the Vehicle;

(ii) Transport animals;

(iii) Return the Vehicle in an abnormally dirty state (garbage left in the Vehicle, stains on seats, mud on the bodywork, excrement, resin, etc.);

(iv) Place any form of advertising on the Vehicle, unless with prior written consent from Europcar On Demand ;

(v) Drive outside the French mainland territory, without prior written consent from Europcar On Demand.

In case of non-compliance with these provisions, a penalty as provided in the Tariff Grid will be invoiced to you.

6.3.2 Compliance of the Vehicle use with its purpose

The Vehicle must be used according to its intended purpose so it must not be used:

(i) In overload (for example, transporting a number of passengers exceeding the allowed number or a load whose weight exceeds the Vehicle's payload);

(ii) To tow or push any other vehicle or trailer;

(iii) To transport dangerous, flammable, or explosive goods, or goods that due to their nature could damage the Vehicle;

(iv) Off-road or on unsuitable paths;

(v) For the commercial transport of goods or passengers (regardless of the form of compensation and whether the agreement is written or verbal);

(vi) For any public transport of passengers;

(vii) For driving lessons;

(viii) For participation in a car race or rally or any other sporting use;

(ix) For any sub-letting, whether for payment or free of charge; (x) for any illegal purposes.

Any risky, imprudent, or inconsiderate use of the Vehicle is prohibited.

Moreover, the Vehicle may only be used by an Authorized Driver. You commit not to let a third party drive the Vehicle, even if this third party is otherwise a Customer. It is reminded that You bear full responsibility for the use of the Vehicle and You ensure compliance with these T&Cs by the Authorized Driver. Drivers not designated in the rental contract, for which the Tenant remains responsible, cannot claim the benefit of damage or theft guarantees of the Vehicle. Non-compliance with any of the obligations will result in the forfeiture of the contractual guarantees subscribed. The Tenant(s) will then be responsible for the entirety of the claim under the common law of liability.

The Authorized Driver commits not to be in a state of excessive fatigue or under the influence of alcohol or drugs, medication impairing alertness, or any other legal or illegal substance impairing their faculties to the extent of causing an incapacity to control the Vehicle.

Similarly, if children are present in the Vehicle, You commit to providing booster seats, child seats, and all other child protections and to install them according to the manufacturer's instructions.

If the Authorized Driver holds a probationary license in application of Article L.223-1 of the Road Traffic Act, they commit to affixing a distinctive sign on the Vehicle in accordance with Article R.413-5 of the Road Traffic Act.

In case of non-compliance with these instructions, You will be responsible for the harmful consequences, forfeit the benefit of insurance, and will be required to compensate Europcar On Demand for all damages, expenses, and fees incurred by Europcar On Demand in this regard.

6.4 Compliance with the Road Traffic Act

During the rental of the Vehicle, the Driver (You or the Authorized Driver) must comply with the Road Traffic Act and all applicable regulations.

It is understood that the Driver must park the Vehicle in areas where it is permitted and in an authorized parking space, according to the Road Traffic Act, including cases where the Departure spot is not available and where they have been authorized by Customer Service to park.

In this context, the Driver is responsible for any offense committed and is required to pay all amounts due for a violation of applicable rules. Should the Vehicle be immobilized by a boot or taken to the impound lot during the reservation period, You commit to immediately inform Europcar On Demand by contacting customer service.

Should Europcar On Demand receive a traffic violation ticket for an offense committed by the Driver during the reservation, Europcar On Demand will, as soon as possible, communicate the Driver's identity and contact details to the competent authorities.

Europcar On Demand will charge You a flat fee for the management expenses involved in processing fines and parking fees. Should Europcar On Demand

have to pay a fine, You commit to reimbursing the full amount paid, as soon as possible.

6.5 Vehicle Autonomy

6.5.1 For thermal or non-rechargeable hybrid Vehicles

(i) Obligation to fuel the Vehicle

Should the fuel level in the Vehicle be insufficient, the Driver must refill the tank using the fuel card present in the Vehicle, at one of the partner distribution network service stations.

If the Driver refuels using their own payment methods, Europcar On Demand will reimburse the amounts due as soon as possible, upon presentation of the receipt which must be sent to Europcar On Demand by email at support.fr@ondemand.europcar.com or via the application. It is prohibited to use the fuel card for purchases or expenses other than fuel. Any expense other than fuel paid for with the fuel card present in the Vehicle will be fully re-invoiced to You. Furthermore, Europcar On Demand will charge You a flat fee for the management expenses incurred by processing the case, as indicated at the following address: ondemand.europcar.com. The fuel card present in the Vehicle remains the property of Europcar On Demand and cannot be used for fuel expenses for third-party vehicles. In case of fraudulent use, a penalty will be charged, and a complaint will be systematically filed with the police service.

(ii) Fueling the Vehicle with inappropriate fuel

If the Driver fuels the Vehicle with inappropriate fuel, a flat fee corresponding to an amount specified at the following address ondemand.europcar.com will be charged to you.

(iii) Running out of fuel

In case the Vehicle runs out of fuel during the reservation, You or the Authorized Driver, as applicable, commit to immediately inform the customer service, and a flat fee corresponding to an amount specified at the following address ondemand.europcar.com will be charged to you.

6.5.2 Case of electric vehicles and rechargeable hybrid vehicles

In the event that the Vehicle is an electric vehicle, the Driver is free to plug in the Vehicle during the reservation and while it is parked, using the charging cable provided in the Vehicle.

In case of a complete battery discharge of the Vehicle during the rental, the Driver commits to immediately inform the customer service. It is understood that the costs of roadside assistance or towing of the Vehicle are at Your expense. You or the Authorized Driver must ensure that the Vehicle has sufficient autonomy to complete the journey.

You will be responsible for any damage caused to the Vehicle's charging system, unless the charging cable was not in the Vehicle or was not working. Repairs due to such breakdowns will be entirely at your expense.

Similarly, if the Driver loses the charging cable during the reservation, a penalty specified at the following address ondemand.europcar.com will be charged to you.

The stipulations for rechargeable hybrid vehicles are the same as for thermal vehicles.

The Driver does not have the option to charge the Vehicle at Europcar On Demand charging stations, including at the Departure Station. Any charging at third-party approved stations is at their expense.

The Driver is free to plug in the Vehicle during the reservation and while it is parked, using the charging cable provided in the Vehicle.

In case of a fuel breakdown, you will be responsible for the consequences and will have to pay any possible assistance fees.

7. Vehicle Return

7.1 - Return Procedure

The Driver must return the Vehicle on the date, time, and at the Parking specified during the reservation.

The rental will end when the Driver has:

(i) Returned the Vehicle to the Departure Parking;

(ii) Placed the keys in the Europcar On Demand Box of the Vehicle;

(iii) Passed the Badge over the Vehicle's badge reader, or clicked on the "end my reservation" icon on the Europcar On Demand Website or app, which can be contacted at the number indicated in article 15; for electric vehicles, the Driver must reconnect the Vehicle to the electric terminal to end the rental;

If the Driver encounters difficulties in ending the rental and locking the Vehicle according to the process described above, the Driver must immediately contact customer service and follow the instructions.

If the Driver cannot return the Vehicle due to the unavailability of spaces, the spaces being used by other third-party vehicles at the dedicated Parking, the Driver must park the Vehicle as close as possible to the station and then make a declaration in the App, taking photographs to prove the unavailability of the reserved spaces. Drivers who have not made this declaration in the App with supporting photographs are subject to penalties if the Vehicle is not parked at the Departure Parking.

7.2 - Vehicle Inspection

Upon returning the Vehicle, the driver should take the time to inspect the Vehicle and inform the customer service of any damage that occurred during the rental. It is recommended to take photos of the damage(s) and send them by email to Customer Service.

7.3 - Damages

Differences noticed between the Vehicle's condition at departure and upon its return may lead to charges according to the following terms:

- You agree that if the observed damages are listed in the schedule of minor damages, the corresponding amounts will be directly billed to you, in addition to the Damage Administration fees, and any Vehicle immobilization fees. These amounts may be deducted from the security deposit.
- Any other Damage not included in the Billing Schedule of minor damages and/or any serious Damage (i.e., significant damage affecting the Vehicle's rental and requiring its temporary immobilization for repair, such as

damaged bodywork) will be assessed by an independent expert and billed according to the expert's report or an evaluation of the cost made by an independent auto repair garage. To the amount of this serious Damage assessment, Damage Administration fees will also be added, according to the Recommended Tariff Guide and the Vehicle immobilization fees.

For Damages involving third parties: any damage resulting from an accident with a third party will only be billed to you if your liability is involved and confirmed by our Insurance Company.

If You (or the Driver) have taken photos of the Vehicle upon its return without making a Damage declaration, you agree that these photographs may be used to attest to the returned Vehicle's condition, which may be supplemented by those taken by the following Client. Based on the observed Damages, Europcar On Demand will send you the following documents:

- The Vehicle Return Condition report describing all observed Damages;
- Photographs of said Damages;
- An estimate (quote) of the repair costs for said Damages varying depending on the nature of the Damage (whether they are included in the schedule of billing for minor damages) and the administrative fees for damage processing and Vehicle immobilization.

***You will have a period of fourteen (14) days from the sending (by email or regular letter) of said documents to dispute said Damages and their billing.

In the absence of dispute and justification on Your part within the aforementioned period of fourteen (14) days, Europcar On Demand reserves the right to bill you for the amount of such repairs up to the limit of the deductible amount.

You will also have the opportunity to have a counter-expertise carried out at your expense. The automotive expert must be chosen from the list of the syndicate of independent experts which You can find under the link: http://www.securite-routiere.gouv.fr/connaitre-les-regles/le-vehicule/la-liste-nationale-des-experts-automobile.

The deductible will be applied to each damage caused to the same Vehicle for the same rental contract, in the event of distinct events, a collision or an attempted theft of it, or in terms of the loss of the Vehicle if it has become irreparable or if we do not recover it following a theft.

If You (or the Driver) have not followed the Vehicle return procedure and closed your reservation without taking photos or declaring damages, You are at risk of being billed for the Damages observed by the following Client according to the terms described in the previous paragraph.

7.4 - Other points of attention during the return

If there are differences between the cleanliness of the Vehicle at pickup and its return, a flat fee corresponding to an amount specified at the following address ondemand.europcar.com may be billed to You.

In the case of a thermal Vehicle, the Vehicle must be returned with at least a quarter (1/4) tank of fuel. Otherwise, a flat fee corresponding to an amount specified at the following address ondemand.europcar.com will be billed to you.

In the case of an electric Vehicle, the Vehicle must be reconnected to the plug provided at the reserved location. Otherwise, a flat fee corresponding to an amount specified at the following address ondemand.europcar.com may be billed to you.

If the Driver fails to close the windows or doors, turn off the headlights and lights of the Vehicle, or engage the handbrake, You will be held responsible for any damages or thefts that may result from this negligence.

In the event of the loss of the Badge or key, You or the Authorized Driver, as applicable, commit to immediately contacting customer service, and a flat fee of an amount indicated at the following address ondemand.europcar.com will be charged to you.

If upon returning the Vehicle, it appears that the Driver has exceeded the mileage or rental duration selected during their reservation, all hours and kilometers driven will be billed to you. In case of late return of the Vehicle, a penalty of an amount indicated at the following address ondemand.europcar.com will be billed to you.

8. Vehicle Insurance

A protection option that allows for the reduction of the Deductible amount can be subscribed to under the terms indicated in the Tariff Grid.

8.1 Insurances included in the rental

8.1.1 The following guarantees are included in the rental:

(i) Liability insurance;

(ii) Theft, up to the limit of the non-redeemable deductible indicated in the tariff grid;

(iii) Damage to the Vehicle, acts of vandalism, glass breakage, fire, explosion, terrorist attacks, and acts of terrorism, storm and hail, weather events, natural disasters, up to the limit of the non-redeemable deductible indicated in the tariff grid;

(iv) Towing charges and ancillary fees, unless these fees are incurred due to Your negligence or that of the Authorized Driver.

8.1.2 Common exclusions to all guarantees

These are the legal exclusions provided by the Insurance Code. Thus, never insured are:

(i) Damages intentionally caused by the Driver;

(ii) Damages or the aggravation of damages caused by weapons or devices intended to explode through a change in the atomic nucleus structure or by any nuclear fuel, product, or waste, or by any other source of ionizing radiations and which entail the exclusive liability of a nuclear facility operator;

(iii) Damages caused by foreign or civil war, riots or popular movements (except for the application of article 8.8 concerning Terrorist Attacks and Acts of Terrorism);

(iv) Damages occurring during tests, races, or competitions (or their trials) that are subject to prior authorization from public authorities by regulation when the Authorized Driver participates as a competitor, organizer, or employee of one of them;

(v) Damages caused or suffered by the Vehicle when it carries sources of ionizing radiations intended for use outside a nuclear facility / when they

transport flammable, explosive, corrosive, or oxidizing materials, and on the occasion of which these materials have caused or aggravated the claim;

(vi) Damages caused to goods transported by the Vehicle;

(vii) Damages caused to items carried by the Vehicle.

8.2 Liability Insurance

8.2.1 Scope of Application

In accordance with the provisions of articles L.211-1 and following of the Insurance Code, Drivers benefit from liability insurance during the use of the Vehicle, the cost of which is included in the rental price.

This insurance covers the consequences that third parties (including the passengers of the Vehicle, up to the number of passengers allowed in the Vehicle) may suffer due to acts caused by the Vehicle driven by a Driver. In this context, bodily and material damages suffered by third parties are covered.

Guaranteed are:

(i) The pecuniary consequences of the liability that the Driver may incur towards third parties due to bodily, material, and immaterial damages they have suffered and in the realization of which the Vehicle is involved following:

- accident, fire, or explosion caused by this Vehicle, the accessories or products used for its operation, the objects or substances it transports;
- the fall of these accessories, objects, substances, and products;

(ii) The Driver's and passengers' liability towards the passengers transported in the Vehicle for damages resulting from injuries to their person and the deterioration of their clothes, as a consequence of these injuries;

(iii) Also guaranteed are the pecuniary consequences of the liability that the Driver may incur for fire or explosion damages caused by the Vehicle to a building belonging to a third party and in which this Vehicle is parked;

(iv) The guarantee is extended to the civil liability of any passenger towards people who have not taken place in the Vehicle and this, from the

moment he gets into the Vehicle until, and including, the moment he gets out;

8.2.2 Exclusion of Guarantee

Excluded from the guarantee are: in addition to the common exclusions to all guarantees stated in article 8.1.2:

(i) Damages engaging the Driver's liability and suffered by him;

(ii) Damages other than those of fire or explosion caused by the Vehicle to the private parts of buildings, to things or animals as long as these goods are rented or entrusted to the driver under any title;

(iii) The Liability insurance is not acquired when, at the time of the claim, the Driver of the Vehicle does not respect these T&Cs;

(iv) Safety Conditions: the liability insurance only takes effect with regard to passengers if, concerning their transport, they are located:

- inside the passenger compartment (for Vehicles)
- inside the cabin or a closed body, or on a platform equipped with sides (for utility Vehicles)

8.2.3 Implementation of the Guarantee

If the Driver's civil liability is engaged or likely to be engaged, the Driver commits to quickly transmit to Europcar On Demand all notices, letters, summonses, assignments, all acts, and procedure documents that would be delivered or addressed.

You and the Authorized Driver commit not to acknowledge your liability or to negotiate with the injured parties or their rights holders.

8.3 Theft Insurance

8.3.1 Scope of Application

The Vehicle is insured against theft according to the terms of the contract subscribed by Europcar On Demand for this purpose. Covered are:

(i) The total theft of the Vehicle, the disappearance of the Vehicle and its accessories due to:
- fraudulent subtraction (article 311-1 of the Penal Code);
- threat or violence against its owner or keeper;
- breaking into a private garage, closed and locked;

(ii) If the Vehicle is found:

- the damages to the Vehicle and its accessories, if it is proven there was forced ignition, damage to the electrical contacts for starting, or any functioning anti-theft protection system;

- the costs incurred, with Europcar On Demand's agreement, for the recovery of the Vehicle.

(iii) Attempted theft of the Vehicle: the damages resulting from the deterioration of the Vehicle and its Accessories following an attempt characterized by forced ignition, damage to the electrical contacts for starting, or any functioning anti-theft protection system.

(iv) Theft of parts of the Vehicle:
- Theft of exterior elements of the Vehicle, integral part of the Vehicle;
- Theft of interior elements of the Vehicle through breaking and entering, i.e., forcing doors, trunk, sunroof, or window breakage.

(v) Theft of Vehicle accessories: the theft of accessories fixed inside the cabin through breaking and entering the Vehicle, i.e., forcing doors, trunk, sunroof, or window breakage.

The cost of this insurance is included in the rental cost.

8.3.2 Exclusion of Guarantee

In addition to the common exclusions to all guarantees listed in article 8.1.2, excluded from the theft guarantee are:

(i) Theft of the Vehicle at any location during the rental while the keys are inside, on, or under the Vehicle (except theft with breaking into a private garage, closed and locked);

(ii) Theft of the insured Vehicle while the keys are inside an open building or a closed building not locked;

(iii) Theft committed directly or with their complicity by the employees of the Driver during their service or by their spouses, partners, ascendants and descendants, as well as by persons living under their roof;

(iv) Indirect and immaterial damages.

8.3.3 Implementation of the Guarantee

In case of theft, You or the Authorized Driver commit to:

(i) immediately inform the customer service;

(ii) file a complaint, as soon as possible, with the competent police station or gendarmerie;

(iii) send to Europcar On Demand, by registered letter with acknowledgment of receipt within forty-eight (48) hours following the incident, the receipt of the complaint filed with the police station or gendarmerie, as well as, if they have not been stolen, the Onboard Documents and the GPS.

(iv) Take any necessary steps, in case of damage to the Vehicle (glass breakage, barrel damage, etc.) to safeguard the Vehicle.

In case the Vehicle is found: You commit to notify Europcar On Demand within eight (8) days that a person holds the stolen goods (Vehicle, parts of the Vehicle, or accessory).

WARNING: Theft without breaking and entering of the Vehicle is not guaranteed. Also, in case of theft or loss of the keys, You commit to promptly notify Europcar On Demand so we can replace the locking and protection systems of the Vehicle.

Subject to compliance with these T&Cs, You will only be liable for the amount of the Deductible, indicated at the time of your reservation.

8.4 Accidental Damage to the Vehicle

8.4.1 Scope of Application

Guaranteed are damages suffered by the Vehicle and its accessories when these damages result from:

(i) A collision with a fixed or moving object;

(ii) The overturning of the Vehicle;

(iii) Projections or fallout of substances;

(iv) The fall of its load;

(v) The opening of the hood;

And while the Vehicle was under the care of the Driver.

8.4.2 Exclusion of Guarantee

Excluded from the accidental damage guarantee are:

(i) Indirect and immaterial damages;

(ii) Damages resulting from the use of the Vehicle by the Driver ignoring warning signals of breakdown or abnormal operation of the Vehicle;

(iii) Damages resulting from a mechanical breakdown.

This guarantee is not acquired when at the time of the incident:

- The Driver does not respect these T&Cs;
- The Driver of the Vehicle is under the influence of alcohol beyond the limit set by article R. 234-1 of the Road Traffic Act, or it is established during an accident that he has used substances or plants classified as narcotics (articles L. 235-1 to L. 235-4 of the Road Traffic Act) (unless it is proven that the incident is unrelated to this state).

8.4.3 Implementation of the Guarantee

In case of accidental damage, You or the Authorized Driver commit to:

(i) Immediately inform the customer service and/or Assistance;

(ii) In the presence of injured parties, immediately inform the police and emergency services;

(iii) Send to Europcar On Demand, by registered letter with acknowledgment of receipt, within forty-eight (48) hours following the incident, an amicable report specifying the identity of third parties, the detailed circumstances of the accident and co-signed if applicable by the driver(s) of the other Vehicle(s) involved in the accident. Where possible, this report should also indicate the names of witnesses to the accident.

(iv) Not to proceed or have repairs made before an assessment.

Subject to strict compliance with these T&Cs, You will only be liable for:

(i) The amount of the Damage Deductible as specified in the reservation process, if the cost of repairs exceeds the amount of the Deductible, or

(ii) The cost of repairs if the repair cost is lower than the amount of the Deductible;

(iii) Management fees, of an amount specified at the address ondemand.europcar.com. Upon your simple request, the repair invoices of the Vehicle will be sent to You.

8.5 Acts of Vandalism

8.5.1 Scope of Application

Guaranteed are damages suffered by the Vehicle and its accessories when these damages result from isolated acts of vandalism or malicious acts.

8.5.2 Exclusion of Guarantee

Excluded from the guarantee

are:

(i) Acts of vandalism or malicious acts committed directly by the spouse or partner of the Driver, by a family member, or by one of their employees (or with their complicity).

(ii) Indirect and immaterial damages.

8.5.3 Implementation of the Guarantee

In addition to the instructions outlined in article 8.4 relating to the Damage to the Vehicle guarantee, invoking this Acts of Vandalism guarantee is contingent upon the Driver providing Europcar On Demand with a receipt of the complaint filed.

8.6 Glass Breakage

8.6.1 Exclusion of Guarantee

Excluded in the guarantee are breakages of the windshield, windows, side bays, rear window, headlight optics, and the sunroof glass.

Excluded are the common exclusions to all guarantees listed in article 8.1.2 and those provided in article 8.4.2.

8.6.2 Implementation of the Guarantee

In case of glass breakage, You commit to:

(i) Immediately inform the customer service and/or Assistance;

(ii) In the presence of injured parties, immediately inform the police and emergency services;

(iii) Send to Europcar On Demand, by registered letter with acknowledgment of receipt, within forty-eight (48) hours following the incident, an amicable report specifying the identity of third parties, the detailed circumstances of the accident, and co-signed if applicable by the driver(s) of the other Vehicle(s) involved in the accident. Where possible, this report should also indicate the names of witnesses to the accident.

(iv) Not proceed or have repairs made before an assessment.

Subject to strict compliance with these T&Cs, You will only be liable for:

(i) The amount of the Glass Breakage Deductible as specified in the reservation process, in case of an identical replacement; or

(ii) The total cost of repairs if a repair is performed; and

(iii) Management fees, of an amount specified at the following address ondemand.europcar.com

8.7 Fire, Explosion, Terrorist Attacks, and Acts of Terrorism

8.7.1 Scope of Application

Guaranteed are:

(i) Damages suffered by the Vehicle and its accessories resulting from a fire; spontaneous combustion; lightning strike; explosion;

(ii) Damages to electrical wiring not caused by wear, lack of maintenance, defective connection, or assembly;

(iii) The costs of recharging fire extinguishers used to combat the fire;

(iv) Direct material damages caused to the Vehicle during a riot or popular movement.

(v) The repair of direct material damages, including decontamination costs and the repair of immaterial damages, incurred by the insured Vehicle during a terrorist attack or act of terrorism (defined by articles 421-1 and 421-2 of the penal code) suffered on the national territory.

8.7.2 Exclusions of Guarantee

Excluded, in addition to the common exclusions to all guarantees listed in article 8.1.2, are:

(i) Damages caused to electrical appliances resulting from their own operation;

(ii) Indirect damages;

(iii) Immaterial damages (except in the case of terrorist attacks and acts of terrorism).

8.7.3 Implementation of the Guarantee

The procedure to follow in case of fire, explosion, terrorist attacks, and acts of terrorism is identical to that for accidental damage described in 8.4.3.

Furthermore, in case of damages suffered during a terrorist attack or act of terrorism, a riot, or popular movement, You must file a complaint and send to Europcar On Demand the receipt of the complaint filed.

8.8 Storm, Hail

8.8.1 Scope of Application

Guaranteed are damages caused to the Vehicle or its accessories by storm winds or hail.

8.8.2 Exclusions of Guarantee

In addition to the common exclusions to all guarantees listed in article 8.1.2, indirect and immaterial damages are excluded.

8.8.3 Implementation of the Guarantee

The procedure to follow in case of storm or hail is identical to that described in article 8.4 relating to accidental damage to the Vehicle.

You commit to additionally provide Europcar On Demand with a certification from the nearest national meteorological station indicating that at the time of the incident the damaging phenomenon had locally exceptional intensity.

8.9 Weather Events

In the event of one of the following weather events:

(i) Landslide;

(ii) Flooding by overflow of natural or canalized watercourses and by sewer backflow;

(iii) Weight of snow;

Vehicles are guaranteed, upon presentation of a certificate from the town hall or a press clipping, according to the terms applicable to the Damage to the Vehicle guarantee (article 8.4)

8.10 Natural Disasters

8.10.1 Scope of Application

Guaranteed are direct material damages suffered by the Vehicle and its accessories caused decisively by the abnormal intensity of a natural element when the usual measures to prevent these damages could not prevent their occurrence or could not be taken.

The state of natural disaster must be confirmed by an interministerial order published in the Official Journal of the French Republic.

8.10.2 Exclusion of Guarantee:

In addition to the common damages listed in article 8.1.2, indirect and immaterial damages are excluded.

8.10.3 Implementation of the Guarantee

You commit to declare to Europcar On Demand any claim likely to trigger the guarantee, as soon as You become aware of it and at the latest within ten days following the publication of the interministerial order recognizing the state of natural disaster.

In case of publication in the Official Journal of the French Republic of an interministerial order recognizing the state of natural disasters at the location of the incident, the amount of the Deductible that will be billed to You will be that of the legal Cat.Nat Deductible.

8.11 Towing and Ancillary Fees

8.11.1 Scope of Application

In the event of damages suffered by the Vehicle following an incident involving the guarantees for Vehicle Damage, acts of vandalism, fire, explosion, terrorist attacks, theft, storm, hail, weather events occurring in Metropolitan France, the following are guaranteed:

(i) The towing costs to the nearest qualified garage and the costs incurred with our agreement for the retrieval of the repaired Vehicle;

(ii) In case the Vehicle is impounded, the removal and custody fees, until the date You become aware of the deposit location and any damages the Vehicle may have suffered during impoundment.

It is understood that towing costs due to a complete discharge of an electric Vehicle's battery will not be covered by Europcar On Demand.

8.11.2 Exclusions of Guarantee:

Excluded are:

(i) The common exclusions to all guarantees listed in article 8.1.2;

The specific exclusions to the guarantees for Damages, acts of vandalism, fire, theft, storm, hail, weather events.

8.11.3 Implementation of the Guarantee:

If, following an insured incident, the Vehicle is immobilized or impounded:

In addition to the general obligations to comply with for any claim, You must:

(i) Request Europcar On Demand's agreement to incur garage fees or to retrieve your repaired Vehicle;

(ii) In case of towing or impoundment, provide Europcar On Demand with invoices justifying the expenses incurred;

(iii) Take all necessary steps to retrieve the Vehicle from impound as soon as You become aware of the deposit location.

9. Cost of the Europcar On Demand Service

By using the Europcar On Demand Service, You commit to paying the sums indicated below:

(i) The fees related to the use of the Europcar On Demand Service (rental fees relating to the duration of the reservation and the mileage covered, calculated at the rates and tariffs in effect on the day of the Vehicle's use) indicated at the following address ondemand.europcar.com ;

(ii) If applicable, the ancillary fees related to the use of the Vehicle (for example, parking fees, tolls);

(iii) If applicable, penalties in accordance with the Tariff Grid,

(iv) If applicable, the costs of replacing or repairing or immobilizing the damaged or stolen Vehicle;

(v) If applicable, the security deposit under the conditions indicated in article 12 below;

(vi) If applicable, the expenses incurred by Europcar On Demand to recover the amounts owed to it.

Fines related to traffic violations must be paid directly by the Authorized Driver to the Public Treasury. If the Europcar On Demand company is forced to pay the fine, You must reimburse it without delay. You or the Authorized Driver are solely responsible for any customs duties payable due to goods the Driver transports in their Vehicle and which might be found in the Vehicle.

10. Payment

10.1 Rental Payment

The amounts due for the use of the Vehicle will be paid at the time of its reservation by debiting the credit card registered in your Europcar On Demand profile if You are an individual.

10.2 Damages.

Damages suffered by the Vehicle will be billed according to the procedure described in article 7.3.

10.3 Billing

Europcar On Demand will issue, after each rental, a summary invoice; to which a second invoice concerning any damages observed on the Vehicle according to the procedure described in article 7.3 may be added.

You commit to informing Europcar On Demand, as soon as possible, of any change in your banking details. In the event that your credit card expires, You commit to contacting customer service at least fifteen (15) days before the expiration of your card, to provide the necessary information.

In case of failure to comply with this obligation, Europcar On Demand reserves the right to suspend access to the Europcar On Demand Service until the situation is rectified.

If You are a legal entity, in accordance with the provisions of article L.441-6 of the Commercial Code, any late payment of an invoice will result in the applicability of a penalty calculated at a rate equal to three (3) times the legal interest rate. This penalty will be due by right, without the need for prior formal notice. Furthermore, Europcar On Demand may, by right, request the payment of a fixed indemnity for recovery costs of forty (40) euros, without prejudice to its right to request additional compensation, upon justification, if its costs are higher.

11. Liability

Europcar On Demand's liability cannot be held in case of inconveniences or damages inherent to the use of the Internet network, notably a service interruption, external intrusion, the presence of computer viruses, etc.

If You are a legal entity, Europcar On Demand's liability furthermore cannot be held for indirect, economic, or immaterial damages such as loss of market, commercial prejudice, loss of clientele, any commercial disturbance, loss of profit, loss of brand image, related to the use of the Europcar On Demand CAR SHARING Service.

In all other cases, Europcar On Demand's liability is limited to the price You have paid.

12. Personal Data

To provide the Europcar On Demand service, Ubeeqo International SA.S.U and Ubeeqo France, acting as joint data controllers, collect and process personal data on individuals using the Europcar On Demand Service. We specifically process vehicle geolocation data.

For more information on how we process your personal data, please refer to our privacy policy at ondemand.europcar.com.

To exercise your rights under personal data protection regulations, You can send an email to the following address: dpo@ondemand.europcar.com or a postal letter to the following address: Ubeeqo France, 13 ter boulevard Berthier, 75017 PARIS.

13. General Clauses

The failure of Europcar On Demand or You to exercise or avail oneself of a right or provision of these GTC shall not constitute a waiver of such right or provision.

The headings of the articles in the GTC are provided for convenience only and will not have any legal effect.

Any provision of these T&Cs that is found to be null and void under a law, regulation, or a final decision of a competent court will be deemed void, without affecting the other contractual stipulations or affecting the validity of the T&Cs as a whole. In such a case, if necessary, the parties will endeavor to find, in good faith, a substitute clause that conforms to the spirit of the annulled clause.

Europcar On Demand may freely substitute any company within its group, which You expressly accept.

LEASEUROPE has published a code of conduct for vehicle rental activities. A copy is available at the following address: www.leaseurope.org

14. Customer Relations

For any information or question, Europcar On Demand has a customer relations service available:

- By phone at 01 78 16 45 75
- Our customer service is open 7 days a week, from 8 am to 8 pm
- By email at the following address: support.fr@ondemand.europcar.com
- By mail: Ubeeqo France 13 ter boulevard Berthier, 75017 PARIS

15. Mediation

After exhausting internal remedies, in the absence of a response from Europcar On Demand within a month, or in case of a negative response, You may submit your dispute to the Mediator of the National Council of Automotive Professions (CNPA);

The Mediator of the National Council of Automotive Professions (CNPA) can be contacted electronically on its website, by email, or by regular mail:

- Online at www.mediateur-mobilians.fr.

- By mail: download the mediation request form and send it to:

-

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Médiateur de Mobilians

43 bis route de Vaugirard CS 80016
92197 Meudon CEDEX

These premises are not open to the public.

- By email: mediateur@mediateur-mobilians.fr

The Customer retains, in any case, the right to bring the matter before the competent court in case of failure of the amicable dispute resolution procedure.

16. Applicable Law

These General Conditions of Rental (GCR) and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with French law.

17. Jurisdiction

If You are an individual or a legal entity not acting as a trader, You may resort to a consumer mediator free of charge under the conditions set out in Title 1 of Book VI of the Consumer Code.

All disputes to which these GCR might give rise, concerning their validity, interpretation, performance, consequences, and aftermath will be submitted to the competent French courts under common law conditions.

If You are acting as a trader, all disputes to which these GCR might give rise, concerning their validity, interpretation, performance, consequences, and aftermath shall fall under the exclusive jurisdiction of the Paris Commercial Court, including in the case of summary proceedings, incidental claims, multiple defendants, or warranty claims.