

TERMS OF USE

1. Who is Europcar On Demand?

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 corporate capital of 179.410,78 euros with company number 491 048 575 R.C.S Paris. Its registered address is 13 Ter boulevard Berthier - 75017 Paris, France. The director of publication is Ann-Christin Alef, President of Ubeeqo International SASU, who can be contacted via email to support.it@ondemand.europcar.com (<mailto:support.it@ondemand.europcar.com>).

The Site is hosted by OVH, based at 2 rue Kellermann, 59100 Roubaix, France. Phone number: +33 9 72 10 10 07.

The Site uses Proxima Soft font (copyright © 2011, Mark Simonson Studio LCC), click here (<https://www.fontshop.com/foundries/mark-simonson-studio/eulas>). Concerning the license agreement and Lato font (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 agreement ("Agreement") between you (hereinafter "User(s)" or "you") and Europcar On Demand (as defined below).

The ToU govern your access to and use of the Europcar On Demand websites (ondemand.europcar.com, any subdomains thereof, any other websites through which Europcar On Demand makes the Europcar On Demand Services available (such as webapp.ondemand.europcar.com) and our mobile and other smart device applications (collectively, "Site").

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

3. May these ToU change in the future?

We may amend these ToU or otherwise revise them, provided that we have a cogent reason (e.g. changed market conditions) and the change is reasonable. You should, therefore, return to this page whenever you use the Site to make sure that you are up-to-date. By using the Site after the publication of changes to the ToU, you accept these changes. If you do not agree, the use of our services is unfortunately no longer possible for you.

4. Is this a platform where I can book all my mobility services?

Who are the contracting parties?

Europcar On Demand provides you with digital carsharing rental services. Our Site is a platform, on which you can search for, book and pay for your carsharing rental services (“Services”) directly, without leaving the Site. The Services we offer are provided either by the following affiliates or the partners of Ubeeqo International S.A.S.U:

- Blue Sostenible SL in Spain;
- Ubeeqo GmbH in Germany;
- Ubeeqo FRANCE SASU in France;
- Ubeeqo UK Limited in the United Kingdom;
- Guidami S.r.l. in Italy;

(collectively, “**Europcar On Demand**”).

Accordingly, the contract formed at the booking of a service provided by our affiliates or partners is concluded with such affiliate or partner.

You must be aware that each Service we offer is governed by specific terms and conditions applicable to such Service (“Car Sharing Rental Terms”). These Car Sharing Rental Terms will be made available to you and must be reviewed and accepted prior to complete your booking.

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

We, at Ubeeqo International S.A.S.U will be responsible for and process all your payments, also if you booked a service provided by our affiliates or partners.

Our customer service will support you with any questions you might have regarding all bookings or payments that you made, including payment claims.

6. Do you offer chargeable services?

Throughout the process of booking our Services, you will be given the option to subscribe to one of our chargeable services.

If you wish to do so, please select the chargeable service of your choice and complete the booking and payment transaction. Upon completion of the booking, you will receive an email confirming your order of service.

7. Do I need to register?

To access our Services, you are required to register an Europcar On Demand account by completing the registration form and by accepting these ToU.

Each user may only register once with Europcar On Demand. You may not assign or otherwise transfer your Europcar On Demand Account to another party.

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

As a condition of your access to our Services, you must provide correct and complete information during the registration process and agree to keep your account up-to-date at all times. You must inform Europcar On Demand about any changes thereto via email to support.it@ondemand.europcar.com (<mailto:support.it@ondemand.europcar.com>) or via phone number +39 02 897 319 89. Most information can also be updated in your account by clicking on the “account setting” section.

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

Europcar On Demand only allows its users to use the Services to the extent they meet the conditions contained in the Booking Terms.

You are responsible for maintaining the confidentiality and security of your Europcar On Demand account credentials. Please change your password every 3 months in order 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 are required to promptly notify Europcar On Demand via email at support.it@ondemand.europcar.com or by phone at +39 02 897 319 89 and change their password. To do this, the user can access their account via the app or web-app, open the "My Account" section, "Personal Information," and then click on "Change Password" or, after logging out, simply click on "Forgot Password?"

10. Does Europcar On Demand offer business accounts?

You have the option to create a personal account. If you wish to set up a business account, please [click here](https://www.ondemand.europcar.com/en/it/car-sharing-milan/business-car-rental) (<https://www.ondemand.europcar.com/en/it/car-sharing-milan/business-car-rental>) to be redirected to our Business page.

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

Your account is not transferrable and you may not disclose your credentials to another party. If you fail to comply or allow a third party to access your data, we may suspend your account immediately and oblige you to pay a penalty fee in accordance with the carsharing fee list at the time of rental. The current list of fees is accessible on the Site. Europcar On Demand may amend the list at any time for future rentals.

12. How am I responsible for my account?

To the extent permitted by applicable law, you agree to be held liable for any and all activities conducted through your Europcar On Demand Account, unless you provide proof of fraudulent use for which you are not liable.

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

You agree not to:

- Use the Site for any illegal, illicit or fraudulent purposes or disseminate information that is controversial, illegal, illicit, unpleasant or discriminatory;
- Use the Site or its contents for any commercial purposes;
- Interfere with third party's use of the Site;
- Use the Site in a way that might cause damage to Europcar On Demand or third parties, or interfere with Europcar On Demand's intellectual property rights;

- Impair the Site's operation or interfere with or disrupt the servers or networks connected to it in particular transmit any element or send or upload content containing computer viruses, ; Frame, mirror or otherwise co-brand the Site or any of its content;
- Deep-link to any portion of the Site;
- Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Europcar On Demand in connection with the Site or the Services.

14. What if I want to cancel my account?

These Terms and Conditions of Use (ToU) and, if applicable, the registration of your account are of indefinite duration. The user can delete their account at any time, independently, directly from the Europcar On Demand app/web-app by logging in with their credentials and clicking on 'My Account/Delete My Account'. Personal data will be retained for the period indicated in our privacy policy, which can be consulted at <https://www.ondemand.europcar.com/en/it/privacy> and will be permanently deleted at the end of this period.

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

Europcar On Demand may close your account and/or terminate this Agreement for convenience at any time by giving you 14 (fourteen) days notice via email to your registered email address.

Europcar On Demand may immediately, without notice suspend your account and/or terminate this Agreement and/or block your access to the Site, if (i) you have violated these ToU or any conditions contained in the Booking Terms (ii) if Europcar On Demand believes in good faith that such action is reasonably necessary to protect the personal safety or property of the Europcar On Demand or any of its partners (iii) you fail to pay for the Services.

If your access to or use of the Site and Services has been limited or this Agreement or your account has been terminated by Europcar On Demand, you may not register a new account or attempt to access and use the Site and Services through other Europcar On Demand accounts, unless explicitly permitted by Europcar On Demand. In such a case, please contact Europcar On Demand customer service.

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

All of the elements that make up the Site, including software, databases, source code etc. and all corporate names, trademarks and distinctive signs ("Content") are protected is protected by copyright, trademark law and any other national or international laws. The Content is the exclusive property of Europcar On Demand and/or its authorizing third parties.

Any use of all or parts of the Content, in particular by download, use, copy, transfer, reproduction or representation (including derivative works) on any media and by any processes, for other purposes than that of strictly private or personal use in a non-commercial objective is forbidden shall constitute an infringement.

Europcar On Demand respects the intellectual property of others. If you believe that any of our Content infringes a copyright that you hold or that a link on the Site points towards a web site that contains unlawful or inappropriate content, please contact us immediately via support.it@ondemand.europcar.com (<mailto:support.it@ondemand.europcar.com>). Europcar On Demand will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material.

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

The creation of hypertext links and/or inbound links that lead towards the Site is strictly prohibited, unless Europcar On Demand has granted explicit and written permission.

Where ever the Site links to websites operated by third parties, Europcar On Demand cannot in any way be held responsible for the content.

18. To what extend is Europcar On Demand liable?

At Europcar On Demand, we will do our utmost to ensure that the Site and the Services operate uninterrupted, securely and free of errors bugs and other problems and that information available through the Site is correct. However, this cannot be guaranteed and the information disseminated on the Site can in no way be assimilated to any guarantee, whatever its object may be. This includes but is not

limited to the implied warranties of merchantability, fitness for a particular purpose, title and non infringement. You therefore must be aware, that you access and use of the Site are at your own risk.

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

In no event shall Europcar On Demand be liable for any loss or damage resulting directly or indirectly from the use of the Site or other sites linked to it, any information provided by the Site or 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 limits your legal rights, namely but not limited to your consumer rights. In particular, Europcar On Demand shall be liable for death or personal injury caused by Europcar On Demand's negligence, for fraud or fraudulent misrepresentation or for breach of any implied warranties that cannot be excluded by law.

19. How does Europcar On Demand protect my data?

Europcar On Demand believes in protecting your privacy. Any personal information you post on the Website will be used in accordance with our Privacy Policy. Click here (<https://www.ondemand.europcar.com/en/it/privacy>) to view our Privacy Policy.

Please note that Europcar On Demand reserves the right to keep your personal data for a period of max. 6 months after an account is terminated in order to preserve our legitimate interests such as verifying identity or monitoring fraud.

20. Severability

If any provision of these ToU is held to be invalid or unenforceable, that provision shall be construed consistent with applicable law and the remaining provisions shall continue to be force. The parties shall replace the term that is null and void by a clause that is as close as possible to the spirit and the content of the one that was stipulated initially.

21. No waiver

Our failure to enforce any of the provisions of these ToU does not constitute a waiver of that or any other provision.

22. Is this Agreement transferable?

This Agreement is formed in consideration of the identity of the parties. The parties may only transfer the rights and obligations, including personal data of this Agreement with prior written express of the other party.

This shall not apply to Europcar On Demand in the event of (i) a purchase by a third party company of Europcar On Demand or one or more of its business units which cover the operation of the Site, or (ii) an intra-group restructuring, to another company of Europcar On Demand's group.

We will inform you of such transfer in the invoice, including all details required to complete such transfer. You hereby grant revocable authorization to Europcar On Demand or the assignee to collect all outstanding claims, including payment claims.

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

The official language of these ToU is French. In the event of inconsistencies with any other language, the French version shall prevail.

These ToU are governed by French law. Any dispute arising from or in connection with these ToU will be exclusively submitted to the competent courts of Paris, notwithstanding a plurality of defendants or an appeal relating to warranty. This shall have no incidence on your home consumer law, which may allow you to bring proceedings in your home jurisdiction.

Except where prohibited, you agree that any and all disputes, claims and causes of action directly or indirectly arising out of the Site shall be resolved individually.

The EU created a platform for online dispute resolution, which you find here (<http://ec.europa.eu/consumers/odr>) . Consumers may use this platform to settle disputes.

Please don't hesitate to contact our customer service team first via email to clientsupport.it@ondemand.europcar.com (<mailto:support.it@ondemand.europcar.com>) or via phone number+39 02 897 319 89. We, at Europcar On Demand are committed to find a solution for any problem you might have.