

CAR SHARING MOBILITY SERVICES, S.L.

DIGITAL PLATFORM TERMS AND CONDITIONS

In force since 24 November 2023

In compliance with article 10 of Law 34/2002, of July 11, 2002, on information society and electronic commerce services (*Ley 34/2002, de 11 de julio, de Servicios de la Sociedad de la Información y del Comercio Electrónico*), we hereby inform that the Platform Provider is CAR SHARING MOBILITY SERVICES, S.L., having its registered office in Madrid, at calle Francisco Sancha 42-44, 28034-Madrid-Spain, holding employer identification number B87908513, with phone number: +34 919942151 and email address: hola@zity.eco, and registered at Madrid Commercial Registry, in volume 36490, sheet 163, section 8, page M-655526.

Onwards in this document terms initialized in capital letters which are not the start of sentence nor a proper name, will have the meaning ascribed to them in section 1 below.

The Platform Provider provides with an online technology platform accessible through a smart mobile device application, which allows a duly registered user to locate, contact and enter into contract with providers of mobility services. Thus, Platform Provider offer Users the possibility to (i) install the Application; (ii) register and create his user account in the platform; and (iii) use the Application contact with providers of mobility services and (iv) enter into contracts with mobility service providers for the use their services mobility services. Hereinafter items (i), (ii) and (iii), but excluding (iv) shall be, jointly or individually any of them, referred as the “**Platform Services**”.

By using the Application and/or the Platform Services, the User undertakes to comply with and to be bound by these “Platform Terms and Conditions”. Use of the Application and/or the Platform Services, confers User status and, although the User’s express acceptance may be requested.

Full copy of the present terms and conditions (the “**Platform Terms and Conditions**”) as in force at each time is available in the following website www.zity.eco. Upon acceptance of these Platform Terms and Conditions and upon acceptance the User will receive an e-mail to his/her e-mail address of registration with a confirmation that he/she has entered into the agreement under this terms and conditions and providing with access again to the document of the Platform Terms and Conditions. The Platform Provider will keep record of the User having accepted these Platform Terms and Conditions. Platform Terms and Conditions are available in more than one language for informative purposes, but in case of discrepancy between the versions in different languages, the Spanish version shall prevail.

User is informed that when contracting a Mobility Service by means of the Application the contract to render of such Mobility Service shall be entered between User and the Mobility Service Provider. **Except where the Platform Provider is also the Mobility Service Provider** (for instance, for carsharing free floating rentals in the Madrid’s – Spain- service area) **The Platform Provider is a mere provider of the technological tool that allows User and Mobility Service Provider to contact and enter into contracts with third parties which are providers of services, Platform Provider, in such role, does not provide the Mobility Services , nor is a party, nor a guarantor of the contracts for rendering the Mobility Services.**

Hence in order for a User to reserve or contract the services of any of the Mobility Service Providers by using the Application, User shall enter into a contractual relationship agreement with the relevant Mobility Service Provider, which will be governed by its own contractual terms and which may have its own privacy policy.

1. DEFINITIONS

- 1.1. **“Application”** is the smartphone or equivalent smart mobile device application owned by Platform Provider or, as the case may be, by Platform Provider’s suppliers or licensors, by means of which Platform Provider allows User to contact with Mobility Service Providers offering their Mobility Services. For further information on the technical availability, compatibility and interoperability of the Application, consult the contents of the [Website](#).
- 1.2. **“Password”** means the password chosen by a User and needed to log in his/her User Account.
- 1.3. **“Individual Rental Agreement”** means each of the rental agreements any Adhered Car Lessor enters into with a User every time the User requests to use its Car Rental Services through the Application and which provide the specific terms (*particular conditions*) governing that particular Vehicle rental.
- 1.4. **“Adhered Car Lessor”**, means each of the companies that are allowed to offer their Car Rental Services to Users and to enter into one or more Individual Rental Agreements with the Users by means of using the Application. All Adhered Car Lessors are a specific type of mobility service providers within the wider definition of Mobility Services Providers.
- 1.5. **“User Account”** means the personal account of the User created upon successful registration in the platform of the Platform Provider and to which User should log in for contracting Mobility Services via the Application.
- 1.6. **“Platform Pricing Policy”** means the pricing policy of the Platform Provider which will be applicable for the rendering of the Platform Services
- 1.7. **“Privacy Policy”** means the privacy policy of the Platform Provider applicable to Users in connection to any data collected as provider of the Application or the Platform Services, as it may change from time to time. A copy of the Privacy Policy in force at a given moment may be consulted by clicking [here](#).
- 1.8. **“Platform Provider”** means Car Sharing Mobility Services, S.L., whose identification data are provided in the first paragraph of this document.
- 1.9. **“Mobility Service Provider”**, means each of the companies that are allowed to offer their Mobility Services to Users by means of using the Application. All Mobility Service Providers allowed in the Platform are to the best knowledge of the Platform Provider acting as professionals and not as consumers.
- 1.10. **“Car Rental Service”** means the Vehicle reservation and rental service without a driver by minutes, hours or days, for Users, provided by any Adhered Car Lessor, subject to availability of the Vehicles and to the User acceptance of the relevant Individual Rental Agreement, in accordance with such Adhered Car Lessor’ Car Rental Terms and Conditions. The term Car Rental Service expressly includes those rentals regarding a Vehicle which is not a car but excludes those rental services which the Adhered Car Lessor does not offer through the Application.
- 1.11. **“Platform Support Service”** means the support service to Users provided by the Platform Provider in connection with its Platform Services.
- 1.12. **“Platform Services”** has the meaning ascribed to it in the third paragraph of this document.
- 1.13. **“Website”** means the website available at www.zity.eco
- 1.14. **“Mobility Services”** means services providing solutions for transit of persons, either as passengers or not, with vehicles intended to be used by a wide public, as available at each

time via de the Application. As an example, such service include vehicle carsharing, moped-sharing, scooter-sharing, bicycle sharing, taxis services, rental of land-vehicles with drivers or access to some public transports.

- 1.15. **“Car Rental Terms and Conditions”** means the relevant set of terms and conditions set forth by each Adhered Car Lessor, that will govern the Car Rental Services and supplement the Individual Rental Agreements of the Vehicles of such Adhered Car Lessor.
- 1.16. **“Platform Terms and Conditions”** means the present terms and conditions, as amended from time to time.
- 1.17. **“User”** is any individual who access and/or uses the Application.
- 1.18. **“Vehicles”** means the fleet of ground vehicles of each of the Adhered Car Lessors has from time to time and are available to be rented by Users by entering into the relevant Individual Rental Agreement.

2. PURPOSE

- 2.1. The purpose of these Platform Terms and Conditions is to provide the rules on the use of the Platform Services and of the Application by Users.
- 2.2. Use of the Application and/or the Platform Services confers User status and, although the User’s express acceptance might be requested, such use implies full acceptance of each and every one of the rules and policies published by the Platform Provider, including the Platform Terms and Conditions and the Privacy Policy.
- 2.3. The previous notwithstanding Platform Provider may request express acceptance and User shall be deemed to have accepted the Platform Terms and Conditions if he/she has pressed the “Accept Terms” option (or a substantially similar wording) in the Application or as provided in Section 2.4 for lack of opposition to changes to the Platform Terms and Conditions.
- 2.4. The Platform Provider expressly reserves the right to make amendments to the Platform Terms and Conditions, the Platform Pricing Policy and the characteristics of the Application. Any amendments to the Platform Terms and Conditions that are made will be notified to the User in advance together with the restated Platform Terms and Conditions. Changes will be deemed approved if the User does not withdraw from this Platform Terms and Conditions by objecting to the changes within thirty (30) natural days from notification of the amendment of the Platform Terms and Conditions, a fact the Platform Provider will specifically mention when notifying the amendment. Such withdrawal shall be notified in written and unequivocally by User to Platform Provider. Changes to the Pricing Policy will not require advance notice, but in no event will apply retroactively to any Platform Services already rendered.
- 2.5. Despite provisions of section 2.4., amendment to the Platform Terms and Conditions, consisting merely of (i) update identification, contact or similar factual details or (ii) correction of typographic errors or evident misprints, will neither require advance notice to its entry into force nor grant any withdrawal right for Users.
- 2.6. In addition, Platform Provider expressly reserves the right, but is not obliged, to request the User to restate its acceptance at any time to the then current Platform Terms and Conditions, or to request User express acceptance of any update to the Platform Terms and Conditions or the Platform Pricing Policy in order to continue using the Platform Service.

3. USER REGISTRATION

- 3.1. Use of the Application, access to the Platform Services, or to the Mobility Services offered by a Mobility Service Provider through the Application are subject, inter alia, on the prior registration of the User, together with acceptance of the Platform Terms and Conditions
- 3.2. To be able to register as User, the User must satisfy the following requirements:

- i. Be an individual aged 18 or over.
 - ii. Produce all the personal data and documentation which will be requested as a mandatory requirement from the User during the User registration process (other data may be requested to be produced voluntarily).
 - iii. Hold Spanish identity card (*document nacional de identidad*), French identity card (*carte nationale d'identité*), Italian identity card (*Carta d'identità*), passport or other equivalent identification document, all of them valid and in force.
 - iv. Hold a valid and in force driving license to drive saloon or sedan cars and/or, if applicable the driving license corresponding to the type of Vehicles offered at that time by the relevant Mobility Services Provider. For these purposes, for registration driving licenses issued within the European Union and/or the European Economic Area or Switzerland are accepted. Driving licenses issued outside the European Economic Area or Switzerland will only be accepted if accompanied by an International Driving License or a translation certified by an official translator of the national driving license.
 - v. Accept at the same time the Car Rental Terms of at least one Adhered Car Lessor, whose registration specifications will be used to determine the default document required under item (ii) above.
 - vi. Provide a payment method accepted by the payment gateway connected to the Application and associated with the User personally (namely, only payment methods in which the holder is the User will be accepted as valid, unless the Platform Provider expressly authorizes other conditions).
 - vii. Have the chosen payment method validated.
 - viii. Have any documents provided during the registration validated in accordance to section 4 below.
 - ix. Accept the present Platform Terms and Conditions and the Privacy Policy.
- 3.3.** To be able to gain access to Mobility Services, through the Application, the User must access his User Account in the Application by using his/her Password. It is the User's responsibility to set the security measures regarding the device in which he/she has chosen to install the Application and to store the Password as required to prevent misuse or access by third parties of his/her User Account. In this regard Platform Provider recommend that in addition to any other protection measures, User chooses a strong password and avoid installing the Application in a device he suspects is or may be infected by malware.
- 3.4.** In the event of disclosure or suspected disclosure of the Password, the User must change it for a new one with the shortest delay or, if unable to do so, notify the Platform Provider as soon as possible so that the appropriate measures may be taken.
- 3.5.** The Platform Provider reserves the right to refuse registration to a User if acting reasonably it is aware or considers that:
- i. Prior relationship with User has been terminated or suspended in accordance with section 10.2
 - ii. the User has not or will not act in accordance with these Platform Terms and Conditions or any of the terms and conditions of the Mobility Service Providers,
 - iii. that unauthorized, fraudulent or undue use will be made of the User Account,
 - iv. in case of not being able to confirm the validity or continued validity of the documentation or data provided during the registration process,
 - v. there is risk of impersonation of the alleged User's identity or falsehood of the data provided during the registration process.
- 3.6.** On completion of the validation process, the User will receive notification of verification of the User account in the Application, consisting of an email or SMS sent to the email address

or phone number that the User will have supplied for Registration (or an equivalent method), in which the User will find a confirmation link.

- 3.7.** Save if expressly consented in writing by the Platform Provider, at any time, a User can only keep one active registration and User account.

4. DELIVERY AND VALIDATION OF THE USER'S DOCUMENTS

- 4.1.** During the registration process, the User will have to furnish and provide the information and documents requested by the Platform Provider regarding his identification data, payment data or which are required for proper rendering of the Mobility Services offered by the Mobility Service Providers or compliance with applicable laws, including but not limited to driving insurance coverage; all of the aforementioned according to the instructions provided by the Platform Provider. Platform Provider will do commercially reasonable efforts to check these documents in order to validate they appear to be correct, in force and pertain to the User.
- 4.2.** The documentation to be furnished by User may include but is not limited to:
- i. copies of one or both sides of his/her identity document;
 - ii. copies of one or both sides of his/her driving license; and
 - iii. a photo of the User (or equivalent measure to evidence identification) measure,
- 4.3.** If the Platform Provider, for any reason, has any doubts regarding the validity any of the documents furnished by the User, the Platform Provider may ask the User to send or resend any of those documents by an alternative channel for the purposes of their validation or to evidence his/her identity in person or present the original documents to the Platform Provider or an agent of the Platform Provider, at a location specified by the Platform Provider.
- 4.4.** Additionally, the Platform Provider reserves the right to request the User to carry out additional procedures to check or validate his/her identity, the accuracy of the data provided during the registration process and/or the validity of the relevant driving license.
- 4.5.** After the User's details provided during the validation, including but not limited to User's identity, driving license and payment method have been validated, the Platform Provider will keep User Account for that User activated for up to 36 months or for the remaining term of the User's relevant documentation, if the latter period is shorter.
- 4.6.** To extend the User's profile duration for a further 36 months (or for the remaining term of the User's driving license) in addition to the original period, the User shall follow the validation process in force at that time in accordance with the instructions provided by the Platform Provider.
- 4.7.** A User may use the Application to contact Mobility Service Providers as long as the User Account is active, however User is reminded that booking and use of a Mobility Service will require in addition to having an active User Account the acceptance and compliance of the terms and conditions of the relevant Mobility Service Provider and entering into an agreement with the Mobility Service Provider for the render of such Mobility Services.
- 4.8.** If the User does not use any Mobility Service within a period of 12 months, the User account will be deactivated.
- 4.9.** The Platform Provider reserves the right to ask the User at any time to visit a validation point belonging to the Platform Provider or an Adhered Car Lessor and show the User's driving license force for the Platform Provider to check it remains in force. If the User fails to comply with this request, Platform Provider may block the User's ability to unlock Vehicles.
- 4.10.** In the event of loss or removal of the driving license, the right to drive and/or rent a vehicle from a Mobility Service Provider which requires such license will automatically be suspended for the period in which the license is lost or withdrawn.
- 4.11.** The characteristics of some Mobility Services or of the provision of Mobility Services in certain territories may require that User provides additional identification data or documentation. In that even if User account has been created and has not been suspended, or closed,

registration for access to that Mobility Service shall be subject to User providing the required additional information and documents and the latter to be validated by the Platform Provider. As a non-exhaustive example, even if User has completed registration by providing driving license for sedan vehicles, provided any Mobility Service Provider offers motorcycles for rent, User will not be able to rent a motorcycle until he has provided the proper driving license for that type of vehicle. As another non exhaustive example if under applicable law clients of vehicle sharing services in a country are required to provide specific identification data (for instance tax identification number or gender) User shall provide those additional details in order to have access through the Application to the Mobility Services offered by Mobility Service Providers in that territory.

5. PAYMENT, PRICES AND PENALTIES

- 5.1.** User shall pay the prices associated with the applicable Platform Service, in accordance with the [Pricing Policy](#).
- 5.2.** User is reminded that Pricing Policy does not include to any cost or payment to be borne by the User for use of the services rendered by a phone utility or similar network connection provider for the use of the data network.
- 5.3.** User is informed that payment method provided during the registration process may be used by Mobility Providers for them to charge amounts due by the User in relation to the Mobility Services, in the terms that might be agreed between User and the relevant Mobility Service Provider.
- 5.4.** Payments will be handled through the payment gateway/s connected with the Application and the platform thereof. Such payment gateway/s is/are not operated by the Platform Provider, which does not render electronic payment services, but by a third party.
- 5.5.** Charges for any Platform Service, Mobility Services or that otherwise shall be paid by User under the Platform Terms and Conditions or the terms and conditions of a Mobility Service Provider may be debited to User's payment method upon they become due without need of further authentication besides the authentication provided at the time of registration or update of registration. However, the financial entity of a User may request further authentication or additional requisites to process such payments. Failure to comply the requisites applicable between User and its financial entity shall not limit or waive in any form User's obligation to pay.

6. INVOICING

The User gives express consent to receiving the electronic invoice for the Platform Services at the email address furnished by the User, and may withdraw that consent at any time by sending an email to facturacion@zitycar.eco

7. GENERAL OBLIGATIONS AND PROHIBITIONS FOR THE USER

- 7.1.** The User undertakes, when using the Application:
 - i. to use it for a purpose different than the intended by the Platform Provider and explained in the present Platform Terms and Conditions;
 - ii. not to make the massive copying of the data that the Application allows to obtain ("data scraping");
 - iii. not to enter, store or disseminate through the Application any content that infringes mandatory rules, morality, public order or the rights of third parties, including, by way of example, intellectual or industrial property rights;
 - iv. not alter or damage the information or content of the Application through computer programs, viruses or other devices. The Platform Provider expressly prohibits the performance of "framings" or the use by third parties of any other mechanisms that alter the design, original configuration or contents of the Application;

- v. provide complete, accurate and true information during his/her registration process and keep it updated by informing without undue delay the Platform Provider of any relevant changes;
- vi. inform the Platform Provider without undue delay of the suspension of or limitation to their right to drive, of a valid ban on driving, or of the temporary withdrawal or retention of their driving licenses. Users shall revalidate their licenses once they have been renewed or recovered after their withdrawal;
- vii. not to authorise third parties to access the Application and/or the Mobility Services through his/her User Account, including any third parties who are also registered Users;
- viii. make correct use of the Password and his/her User Account and to take appropriate measures to prevent their loss, disclosure or access by third parties including any third parties who are also registered Users;
- ix. report any security incident or suspicion of security incident that may allow a third party to impersonate User or access or use the User Account, without undue delay after the User becomes aware of such incident or acting reasonably should have suspected it has occurred; so that the Platform Provider may take any measures it deems fit, including but not limited to block the account until the incident is corrected; and
- x. not to carry out any conduct that could damage, disable or overload the Application, or that would prevent, in any way, the normal use of the Application; and
- xi. not to use the Application by means of automatic or robotic devices ("bots") or by means of artificial intelligence devices.

8. USER'S LIABILITY

Without limitation to any User rights under the Users and Consumers Act (*Real Decreto Legislativo 1/2007 de 16 de noviembre por el que se aprueba el texto refundido de la ley general para la defensa de consumidores y usuarios y otras leyes complementarias*), the User shall be liable with respect to the Platform Provider for the damage, losses or cost created to the Platform Provider and which were caused by the User intentionally or with negligence. This shall include, without limitation, damage claimed by third parties in connection or related to the breach of these Platform Terms and Conditions or of mandatory legal provisions by the User or any third party for which the User is liable.

9. PLATFORM PROVIDER LIABILITY

- 9.1. Without restricting any mandatory provisions of law, Platform Provide will only be liable in the event of damage caused intentionally or with serious negligence by either the Platform Provider or its agents or representatives. The previous liability limitation shall not apply provided User is a consumer under the Users and Consumers Act (*Real Decreto Legislativo 1/2007 de 16 de noviembre por el que se aprueba el texto refundido de la ley general para la defensa de consumidores y usuarios y otras leyes complementarias*)
- 9.2. Platform Provider's liability for death or injuries to the User due to action or omission of the Platform Provider in performing the Platform Services will not be subject to limitations.
- 9.3. User is reminded that provided he/she is a consumer under the Users and Consumers Act (*Real Decreto Legislativo 1/2007 de 16 de noviembre por el que se aprueba el texto refundido de la ley general para la defensa de consumidores y usuarios y otras leyes complementarias*), he may benefit from the legal conformity warranty in respect of the Application.
- 9.4. Installation of the Application shall be undertaken by User and failure to proper install the Application shall render null and void the conformity warranty. Should User have not updated the Application to the latest version offered by the Platform Provider, Platform Provider's will not be liable for (i) damages that might reasonable have been avoided (or for the part that

might have been avoided) should the User have used the more recent available version of the Application or (ii) for non-conformity of the Application.

- 9.5.** Should the Application or the sending of data prejudice the software or hardware of the User Platform Provider shall not be liable for the loss of data by the User's and the responsibility to have back-up and security copies lies in the User.
- 9.6.** Provision of Mobility Services are entered by and between the User and the relevant Mobility Services Provider. The Platform Provider is not a party thereto and undertakes no liability in for, relation to or in connection with the provision of the Mobility Services.
- 9.7.** The Platform Provider does not accept liability for any misuse that may be made by the User or that might be made by a third Party as a result of any failure, whether action or omission, of the User to duly protect his/her Password or User Account (including the mobile device where he/she may have installed the Application).
- 9.8.** Having in regard to the state of the technology tools, the provision of the Platform Services may be subject to restrictions or inaccuracies which are beyond the Platform Provider Car's control. The foregoing applies specifically to the availability of mobile data services provided by mobile network operators, the mobile network, positioning services on the global navigation satellite system and internet access. All of these are limited to the area served by the mobile services provider. The lack of availability of the mobile network may, in particular cases, cause the Platform Services not to be available due to a failure in the necessary transmission of data. Additionally, the service may be affected by atmospheric interference, caused by topographic conditions or obstacles (such as, bridges, tunnels or buildings, for example). The same occurs with positioning services using the global navigation satellite system. Furthermore, there may be other restrictions on internet use (such as an overloaded network, for example). Moreover, temporary capacity deficiencies may occur caused by peak loads on services, on mobile or landline networks or on the internet. Disturbances may also arise as a result of force majeure events such as strikes, lockouts and orders by public agencies, or also of technical or other types of measures (such as repairs, maintenance, software updates, enhancements, for example) performed on equipment of the Platform Provider, Mobility Services Providers, of the utilities companies, of the service and content providers, and of the network operators, which prove necessary to provide adequate and enhanced services. To the extent permitted by laws the Platform Provider does not accept liability for any of the aforementioned events.
- 9.9.** The Platform Provider is not responsible for the User not having a compatible device or having downloaded a version of the Application that is not compatible with it.
- 9.10.** The Platform Provider has taken reasonably appropriate security measures to detect the existence of viruses, Trojan horses, worms, etc. However, the User must be aware that the security measures of computer systems on the Internet are not entirely reliable and that, therefore, the Platform Provider cannot guarantee the non-existence of viruses or other elements that may introduce third parties and produce alterations in the User's computer systems (software and hardware) or in their electronic documents and files contained therein. The User undertakes to adopt reasonable own security measures to mitigate this risk.

10. TERMINATION OF THESE TERMS AND CONDITIONS

- 10.1.** These Platform Terms and Conditions are entered for an indefinite term. User may terminate them without cause by unequivocally notifying to Platform Provider its intention to terminate the relationship in written and termination will become as soon as reasonably practicable after receipt of such notice. Platform Provider may terminate without cause the relationship under the Platform Terms and Conditions with a User by notifying to the User its intention to terminate the relationship in written with the advance required under mandatory applicable law and in no case less than fourteen (14) calendar days advance. Upon effectiveness of termination of the Platform Terms and Conditions, User shall not be allowed to access through

the Application to the Mobility Services offered by Mobility Service Providers. Provided that at the time of Termination the User is being rendered an ongoing Mobility Service, termination of these Platform Terms and Conditions shall not occur until termination of the contract for such Mobility Service.

- 10.2.** The Platform Provider may immediately (x) temporarily suspend the access to Platform Services and deactivate a User Account, or (y) decide to permanently terminate the contractual relationship under the Platform Terms and Conditions, and consequently cease in both cases the User's ability to use the Application to contact the Adhered Car Lessors, if the User:
- i. fails to renew its registration or keep his registration data updated, including but not limited to provide a new or extended driving license when applicable in accordance to the Platform Terms and Conditions;
 - ii. fails, after being requested to cure, to make due payment owed to the Platform Provider, in connection respectively with a Platform Service; even if any of such payment is under dispute,
 - iii. usurps someone else identity; makes misrepresentations or omits relevant facts when registering in the Application or during his contractual relationship with the Platform Provider;
 - iv. (only for suspension) is informed by User or a Mobility Service provider that there is security incident with User's Password or User Account;
 - v. upon request from judicial, law enforcement, emergency services or similar public authorities empowered to make such request;
 - vi. breaches any substantive provision of the Platform Terms and Conditions;
 - vii. provides, intentionally or by negligence, the details to access a User Account, including but not limited to the Password, to another legal or natural person;
 - viii. copies or alters the Application or any other element of the platform;
 - ix. his/her relationship with an Mobility Services Provider under such Mobility Services Provider terms and conditions has been suspended or terminated due the Mobility Service Provider alleging a User's default, breach or failure to comply or whatsoever early termination attributable to the User's behavior,
 - x. is reasonably suspected to have committed an act or omissions that as far as the Platform Provider is aware corresponds to the items (i) to (ix) above, both included.
- 10.3.** Also, in the event of temporal suspension or termination pursuant to section 10.2. above, or the User may no longer use any balance or credit that was available in his/her User Account.
- 10.4.** Additionally, in the event of temporal suspension or termination pursuant to section 10.2. above, the Platform Provider reserves the right to claim from the User, among other things any damage and losses that have been caused to the Platform Provider.

11. INTELLECTUAL PROPERTY

- 11.1.** Use by the User of the Application or the Platform Services does not confer on the User any right in the Platform Provider's intellectual or industrial property or copyright or that of any third party, and the User agrees to observe each and every one of the intellectual or industrial property rights and copyrights, including marks, logos, domain names or any other intellectual or industrial property right or copyright that is hold by the Platform Provider or by third parties.
- 11.2.** It is expressly forbidden for the User to perform any act of reproduction, distribution, public communication or other forms of making available, or transformation, and generally, any other form of exploitation of any contents or materials which the User may be able to access

on the Platform Service, totally or partially, except with the express written authorization of the owner of those elements.

- 11.3.** Should the Application, the Website or other element of the platform provide the chance to publish contents, User shall be liable to ensure such publications do not infringe any intellectual or industrial property rights and copyrights, do not infringe any applicable laws and are not derogatory or offensive to social coexistence and/or against public order. Platform Provider reserves the right to remove any publications that do not comply with the aforementioned or are used for a purpose other than that for which such publication tool is intended.

12. COOKIES AND PRIVACY POLICY

The Privacy Policy and Cookies Policy are determined in the [Cookies](#) and [Privacy Policy](#) documents.

13. USER SUPPORT SERVICE / CLAIMS

In the event of any doubt regarding these Platform Terms and Conditions or the Platform Services offered by the Platform Provider or for any claim, the User may contact the Platform Provider through the Platform Support Service, by sending an email to hola@zity.eco, or calling 0034 919942151 within the User support hours (24 hours a day, 365 days a year). The previous notwithstanding there is a FAQ section available on the Website.

14. ASSIGNMENT OF COLLECTION RIGHTS

The Platform Provider reserves the right to assign the collection rights arising from use of the Platform Services by the Users or any damages or indemnifications to be paid by the User to the Platform Lessor. In such cases, following notification to the User, the User may only make payments intended to satisfy the debt to the assignee, and in all cases the Platform Provider shall be responsible for the User's general petitions and claims in relation to the Platform Services. For that purpose, the Platform Provider shall furnish any of the User's personal data which prove necessary for the assignment of the collection rights to the assignee, who may use such data for collection purposes.

15. WITHDRAWAL RIGHT

- 15.1.** The User may withdraw from these Platform Terms and Conditions at its discretion and without cause, within fourteen (14) calendar days from the date of their acceptance by the User, provided that the User is not under an ongoing agreement for the rental of a vehicle with any Mobility Services Provider at that time. User is informed that this right to terminate without cause is additional and does not prejudice his/her right pursuant to section 10.1 above.
- 15.2.** Withdrawal right allows the User to terminate the contractual relationship under the Platform Terms and Conditions without cause and without penalties.
- 15.3.** Platform Provider, upon receiving a withdrawal request, shall reimburse to such User all payments received from the User without undue delay and in any event not later than 14 (fourteen) days from the day on which Platform Provider has been informed of the withdrawal request. Refunds, if any, will be made using the same payment method as the User used for the payment, unless the User expressly agrees to a different method. Should the credit card or payment method originally used has expired, the User and the Platform Support Service should try to arrange an alternative method to receive the reimbursement amount. Platform Provider will not be held liable for a failed refund on an expired credit card or no longer active payment method.
- 15.4.** To exercise the right to withdraw, the User shall contact the Platform Provider and notify of the decision to discontinue this contract in an unequivocal written statement. Such notice may be served), by using the withdrawal form included at the end of these Platform Terms and Conditions, but use of that model is not mandatory. For this purposes Platform Provider

contact details are CAR SHARING MOBILITY SERVICES, S.L. with registered office in Calle Francisco Sancha 42, 28034-Madrid (Spain) and email address: hola@zity.eco.

- 15.5.** In order to comply with the withdrawal period, it is sufficient that the communication concerning User's exercise of this right is sent before the expiry of the withdrawal period.

16. NOTICES

The Platform Provider shall make the appropriate notifications to User through the Application, a text message to the phone mobile number provided by the User when registering in the Application and/or the e-mail address provided by the User when registering in the Application, without prejudice to any other notice channel permitted by Law.

17. MEDIATION

Provided a User is also a consumer under applicable law, Platform Provider notes that in accordance with Article 14 of Regulation (EU) No. 524/2013, the European Commission has set up an Online Dispute Resolution (usually also known for its acronym *ODR*) platform, facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>. and the User has the right, but not the obligation, to submit to it any dispute with the Platform Provider in relation to these Platform Terms and Conditions. Through the aforementioned link, the User will be able to access the list of online dispute resolution bodies, find the link to their website and activate an online dispute resolution procedure. The Platform Provider's contact email for the purposes of the alternative dispute submission is hola@zity.eco. User is informed that Platform Provider is not obliged to participate in or accept that dispute resolution procedure.

18. APPLICABLE LAW AND JURISDICTION

- 18.1.** These Platform Terms and Conditions shall be governed in each and every one of their elements by Spanish law (*ley común española*).
- 18.2.** Disputes arising over the Platform Service or regarding these Platform Terms and Conditions shall subject to the exclusive jurisdiction of the Courts of the city of Madrid (Spain). However, provided the User is a consumer under the Users and Consumers Act (*Real Decreto Legislativo 1/2007 de 16 de noviembre por el que se aprueba el texto refundido de la ley general para la defensa de consumidores y usuarios y otras leyes complementarias*) for any disputes arising over the Platform Services; or regarding these Platform Terms and Conditions the competent courts will be:
- (i) if the action is brought by the User, the courts of his/her domicile provided such domicile is within the territory of Spain, or at the User's discretion the courts of the city of Madrid (Spain).
 - (ii) if the action is brought by the Platform Provider the courts of the domicile of the User, or if such domicile is not within the territory of Spain or is unknown to the Platform Provider the courts of the city of Madrid (Spain).

MODEL WITHDRAWAL FORM

(If you wish to withdraw from this agreement, please complete this form and return it to the Platform Provider, to the postal or electronic address specified below).

To CAR SHARING MOBILITY SERVICES, S.L., having office in Calle Francisco Sancha 42, 28034 Madrid (Spain) and email address: hola@zity.eco.

I hereby give notice of my intention to withdraw from the services agreement for the render of Platform Services (Zity App and digital platform) entered between me and CAR SHARING MOBILITY SERVICES, S.L, on [date]

_____.

Name of consumer

_____.

Address of consumer

_____.

ZITY User email

_____.

Phone associated with ZITY User Account

_____.

Signature of consumer (only if this form is notified on paper)

_____.

Date

_____.