

Terms and Conditions of use and service

Legal information:

In accordance with the provisions of Article 6 III 1 ° of French Law No. 2004-575 of 21 June 2004, we inform you that:

- the present website is published by Getaround, a simplified joint-stock company with a capital of 1,096,247.50 euros, registered with the Paris Trade and Companies Register under number B 522 816 651, having its registered office at 35 rue Greneta, 75002 Paris (France) (hereinafter "Getaround");
- the director of the publication of the website is Paulin Dementhon acting as General Manager;
- the hosting company is Amazon Web Services, Inc - P.O. Box 81226 - Seattle, WA 98108-1226 - USA;
- this website was developed by Getaround.

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Thank you for using Getaround! We're so happy to have you as members of our community which helps bring fresh air to cities with convenient access to shared cars nearby.

Please read these terms and conditions of use and service (the "Terms") carefully. They contain important information regarding the Users' rights and obligations, as well as restrictions and exclusions. These Terms constitute the Parties' entire agreement regarding the Services at the time the User accesses and uses them, unless said otherwise in another agreement signed with Getaround. These Terms cancel and replace all previous versions.

These Terms constitute a legally binding agreement ("Agreement") between you and Getaround (as defined below) governing your access to and use of the Getaround website ("Website"), our mobile, tablet and other smart device applications (collectively, "Apps") and all associated services (collectively "Services"). The Site, Application and Services together are hereinafter collectively referred to as the " Platform". Users acknowledge that they have received all necessary information and technical features prior to accessing and using the Services.

Getaround provides a business networking platform that matches Users looking for a Vehicle to rent with Users wishing to rent out their vehicle. Getaround is an intermediary and is in no manner a party to the rental transaction concluded between the Car Owners and the Renters. Getaround does not rent out Vehicles either by the Website, the App, the Services, or by any other means, and has no activity other than that of connecting Users to each other for the purpose of Vehicle rentals.

Getaround provides its Users with business networking tools. These tools enable members to upload content, communicate with other Users, and make informed decisions about renting out their vehicles, or renting the vehicle of another User. Getaround's collection and use of personal information in connection with the access to and use of the Platform is described in our [Privacy Policy](#).

The Rentals are governed by the present Terms and are completed by the Rental Agreements, as further described in the Terms. Only by complying with the Terms together with the Rental Agreement can Users benefit from the Services offered by Getaround.

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1. Definitions

« **Account** » refers to the section named “My Account” on the Website and App, and in which all Users must indicate some personal information to access and use the features of the Platform, such as listing or renting a Vehicle. It is the private area of the Website reserved for each User upon accepting the Terms ;

« **App** » refers to the Getaround application downloaded by the Users on their mobile phone (whether Android or iPhone) in order to use the Services;

« **Booking** » refers to the request for reservation of a Vehicle made by a Renter through the Website or the App ;

« **Car Owner** » refers to a legal or natural person wishing to rent out a Vehicle without a driver to a Renter via the Website or the App ;

« **Connect Device** » refers to the telematic device that Getaround can install in certain Vehicles listed on the Platform, which allows the Vehicle door locking and unlocking through a Smartphone, and registers information regarding certain events at check-in and check-out and during the Rental (including but not limited to mileage, fuel level, engine ignition changes...);

« **Excess** » refers to the agreed amount of money the Renter will pay in case of damage caused to the Vehicle. It is also often called « deductible ». The Renter can pay a given sum to reduce the Excess amount ;

« **Getaround** », « **we** », « **us** » or « **our** » refers to Getaround SAS, a simplified public corporation with a capital of €1,096,247.50 whose registered office is located at 35 Rue Greneta, 75002 Paris, France, listed with the Paris Trade and Companies Registry under number 522 816 651 ;

« **Insurance** » refers to the insurance covering the Rental of Vehicles between Car Owners and Renters. Insurance is provided by an insurance company selected by Getaround for the Users ;

« **Listing** » or « **List** » refers to the Car Owners’ advert on Getaround containing images of their Vehicle/s and relevant information of the Rental via the Website or the App ;

« **Platform** » refers collectively to the Website, the App and the Services;

« **Rental** » refers to the rental of a Vehicle made through the Platform;

« **Rental Agreement** » refers to the check-in check-out information, whether completed through the App or on a paper form generated when the Rental is confirmed (paid by the Renter);

« **Renter** » refers to an individual wishing to rent and be the main driver of a Vehicle for a short period;

« **Roadside Assistance** » refers to services to assist the Renter when the Vehicle has suffered a mechanical failure or damage during the Rental that makes the Vehicle incapable of being driven.

« **Services** » refers to all services made available to Users by Getaround when rightfully using the Website and/or the App ;

« **User** » refers to a natural or legal person, whether a Car Owner or a Renter, who has accepted the Terms and is registered on the Website or the App, to benefit from the Services;

« **Vehicle** » refers to a 4-wheel motor vehicle weighing less than 3.5 T, accommodating a maximum of 9 people and under 13 cubic metres in total volume. Motor homes are not accepted ;

« **Website** » refers to the websites enabling to access the Services, namely uk.getaround.com, fr.getaround.com, de.getaround.com, es.getaround.com, be.getaround.com or at.getaround.com

Unless the contexts otherwise demands, words importing any gender shall be interpreted to mean any or all genders.

2. Access and eligibility of Users

2.1 Access and creation of Account

In order to access and use the Platform or register an Account, the User must be an individual or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country where it is registered and able to enter into legally binding contracts.

Upon registering on the Website, the Users create a profile with their name and surname, choose a User name (corresponding to their email address) and a password associated with it (hereinafter referred together as the “**Login**”).

The Login is personal, confidential and non-transferable. If the User’s Login has been lost or disclosed, the User must promptly inform Getaround, who will then cancel and/or immediately update the Login.

Until Getaround has been notified of the loss or disclosure of Login details, or of the account having been accessed by a third party, the User shall be entirely liable for any use made of it. This is unless a security breach is attributable to Getaround, or in case of force majeure.

2.2 Eligibility conditions applicable to the Users

The Service is only accessible to and can only be used by registered Users on the Website or the App, providing such Users fulfil the following conditions. Both Car Owner and Renter must have accepted these Terms.

It is specified that Vehicles may not be rented on the Website between Users having a family relationship (parents, grandparents, children, siblings, grandchildren etc.) or living in the same household.

a) Car Owners

- Must be at least 18 years old (21 years in the UK);
- Must be registered on the Website under their true identity and provide their true home address;
- Must provide a telephone number where they can be reached (prepaid SIM cards are not allowed);
- If the Car Owner is registered on the Platform as a private individual (“Private Car Owner”), he/she may not use the Service for professional or commercial purposes (In the UK, a private individual cannot list more than 2 Vehicles, and not more than 1 vehicle in Austria,);
- If the Car Owner is registered on the Platform as a professional (because listed on a Trade and Company register as a vehicle rental company, hereafter “Professional Car Owner”), he/she must fill in all the information relating to his/her business on the Website or the App (company name, national/organization number¹, address, phone, etc.);
- Must have had no personal bankruptcy and no CCJs within the last 3 years in the UK;
- May not create several Getaround profiles or more than one Listing for the same Vehicle on the Website;
- May only offer Vehicles for rent that they own and will continue to own during the entire Rental period, except if they have a written authorisation from the owner of the Vehicle. Car Owners who rent out a Vehicle that they have through a leasing agreement shall make sure they are authorized by their leasing company to rent out the Vehicle, and Getaround will consider them as being the owner of such Vehicle;
- May only rent out Vehicles that are in compliance with laws and regulations, Vehicles must be regularly maintained and serviced according to the manufacturer’s recommendations, and have all the required safety equipment in the country of registration (such as summer and winter wheels and studded tyres in Norway, Sweden and Finland). All of the Vehicle’s equipment must, to the best of the Car Owner’s knowledge, be in good working order, including tyres, brakes, headlights, other lights, steering, and seat belts, with any tolling device removed when the car is rented on Getaround
- May only rent out Vehicles that are up-to-date with their technical inspection²; If a Vehicle is awaiting a follow-up inspection, the Getaround Service will not consider it

¹ NIF in Spain, SIREN in France, UID-Nummer in Germany or Austria, RPR / RPM in Belgium, National Number in the UK

² *Contrôle technique* in France, *Contrôle technique* or *Autokeuring* in Belgium, *MOT* in the UK, *Hauptuntersuchung* in Germany, *§57a-Begutachtung* in Austria, *Inspección Técnica de Vehículos* in Spain

to be up-to-date with its technical inspection, and it cannot be rented out via Getaround, even if it may be driven legally;

- May only rent out Vehicles with no malfunction that could affect expected and/or normal enjoyment when renting (e.g. broken air conditioning, blocked window);
- May only rent out Vehicles that have the mandatory annual insurance coverage in the country where the Vehicle is rented, with at least third-party insurance (see Article 9 below for more details);
- May only rent out Vehicles for which the Car Owner possesses at least two sets of door and ignition keys;
- Must provide true, accurate, complete and current information in their Listing;
- Must not have been the subject of complaints from other Users or Getaround.

b) Conditions applicable to the Renters

- For the Rental of “Eco” category Vehicles, must be an adult at least 18 years old for Vehicles registered in France / at least 20 years old for Vehicles registered in Norway / at least 21 years for Vehicles registered outside of France and Norway. The same applies to potential secondary drivers;
For the Rental of “Comfort” category Vehicles, the Renter (and potential secondary drivers) must be at least 25 years old outside of Norway and at least 30 years old in Norway;
For the Rental of “Premium” category Vehicles, the Renter (and potential secondary drivers) must be at least 28 years old outside of Norway and at least 30 years old in Norway.
These categories are defined by Getaround at its sole discretion;
- For all categories, must not be more than 69 years old in the UK;
- Must be registered on the Website under their true identity and provide their true home address;
- Must provide a telephone number where they can be reached (prepaid SIM cards are not allowed);
- May not create multiple Account profiles on the Website;
- Must hold a driving license that is valid in the country where the Vehicle is rented, and have held it for at least the following number of uninterrupted years in countries other than Norway (considering that in case of discrepancy, these rules prevail over the minimum age mentioned above) and must not have had their driving license revoked within the past two years:
 - “Eco category: Renter must have more than 2 years of driving history in all countries
 - “Comfort” category: Renter must have more than 5 years of driving history in France (2 years in other countries)
 - “Premium” category: Renter must have more than 7 years of driving history in France (3 years in other countries)
 - “Luxury” category: Renter must have more than 10 years of driving history.
- Must have a valid means of payment at the time of the Rental booking and until the end of the Rental;
- Must not have defaulted on any payments, or refused any payment, under their obligations pursuant to the Terms applicable upon a previous Rental;

- Must not have committed any road traffic offences with a Vehicle rented through the Website, leading to more than two fines or one misdemeanor;
- Must not have been held liable for a road accident under civil or criminal law in the past two years;
- Must not have had their automobile insurance coverage denied or cancelled within the past three years;
- Must not have been the subject of a complaint from other Users or Getaround regarding the User's behaviour (notified in the reviews publicly posted on the Platform, or in the private reviews sent between the Users at the end of a Rental, or in case of complaints sent by a User to Getaround);
- Must not be medically unfit to drive;
- Must be and remain the main driver of the Vehicle. Except for Vehicles registered in the UK (where secondary drivers are not allowed), secondary drivers are allowed so long as they meet the same conditions as the Renter (i.e. main driver) and provide a copy (front and back) of the driving license. Anyone not meeting these requirements will not be covered under the Insurance.
- if Renter has a foreign driving license, provide the additional documents listed in the Help Center at uk.getaround.com/help/articles/317a20676cc3.
- For Rentals of Vehicles equipped with the Connect Device, must also:
 - have a Smartphone with a data connection;
 - in the UK, provide personal details to check licence history with the DVLA (National Insurance Number, postcode, licence number).

c) *Cases of exclusion of a User from the Services*

In particular, will be denied access to the Services the Users who:

- do not comply with the Terms;
- provide false information on their Account. In such case, Getaround may immediately suspend and/or restrict access to the Platform, without notice or compensation, and the insurance coverage provided for under Article 9 may be denied. The User agrees to provide all of the supporting documents required by Getaround upon the latter's request, and undertakes to regularly update their information;
- display inappropriate or disrespectful behaviour towards other Users or Getaround Staff ;
- engage in criminal behavior on, or use in a fraudulent manner, the Website, the App or the Services;
- bypass the Website (i.e. try to make a Rental directly with the Car Owner without using the Platform);
- are in debt to Getaround.

In addition, non-Connect Vehicles who reach a mileage of 250 000 kilometers (150 000 miles in the UK), and/or are 16 years old according to the registration card for France, Spain, Germany, Austria and Belgium (12 years for the UK), will be excluded from the Listing on the Platform.

Getaround reserves the right to accept or refuse any registration on the Website at its sole discretion, and without justification, and to suspend and/or remove the Account of any User who does not comply with these Terms.

Getaround also reserves the right to refuse, withdraw, or restrict access to a Car Owner if he/she excessively cancels the Rental requests.

Any breach of these obligations may lead to non-payment of outstanding amounts foreseen in Rentals, by way of compensation.

3. Vehicle Listings

3.1 General rules

To List a Vehicle, the Car Owners must fill in on the Website/App several information about the Vehicle, including its location, age, characteristics and availability, as well as its Rental price.

The Car Owner can add specific rules and conditions for the Rental of their Vehicle(s), provided:

- they concern the minimum age and/or the number of years the Renter has had his/her license, and/or the prevention to smoke in the Vehicle and/or use it to carry animals and/or a maximum duration for the Rental. Car Owners can also reiterate conditions that are indicated in the present Terms;
- they do not consist in an unjustified discrimination or a condition contrary to an applicable law or to the present Terms.

Renters can only rent Vehicles in accordance with the information mentioned in the Listing. Users understand and accept that they cannot demand a different price than that stated in the Listing.

Car Owners acknowledge that they are fully responsible for the Listings they publish. Users acknowledge that they are fully responsible for their actions and oversights, and therefore declare and warrant that no Listings or Rentals of listed Vehicles violate any of the rules in force or agreements with third parties. Getaround cannot be held liable for the violation of any agreement made between the Car Owner and a third party, any breach of the Car Owner's obligations to third parties, or any violations of applicable laws, rules and regulations.

3.2 Instant Booking

The Car Owner can specify in its Listing that the Vehicle benefits from the Instant Booking reservation system (except for Vehicles using the Connect Device, for which Instant Booking will be automatically activated). It enables the Renters to obtain immediate acceptance of their Rental request for a Vehicle without waiting for the Car Owner to consult the request and expressly accept it. Besides this specificity, the Car Owner remains bound by all obligations set in these Terms.

3.3 Eligibility conditions applicable to the Vehicles

To be listed on the Website/App, Vehicles must comply with all of the following conditions:

- weigh less than 3.5T;
- have a size/volume up to 13m³ (except in the UK);
- be left-hand wheeled (outside of the UK);
- for Vehicles equipped with the Connect Device, have a mileage of less than 150 000 kilometers (80 000 miles in the UK) at the creation of the Listing;
- for non-Connect Vehicles, have a mileage of less than 200 000 kilometers (130 000 miles in the UK) at the creation of the Listing;
- for Vehicles equipped with the Connect Device, be strictly less than 11 years old according to the registration card for France, Spain, Germany, Austria and Belgium (strictly less than 8 years for the UK);
- for non-Connect Vehicles, be strictly less than 15 years old according to the registration card for France, Spain, Germany, Austria and Belgium (strictly less than 10 years for the UK);
- have 4 wheels (two- or three-wheeled Vehicles are not allowed);
- be able to carry a maximum of 9 persons including the driver (buses are not allowed);
- be registered in the country where it is offered for rent;
- have a current value below £40,000 in the UK / below €50,000 in other countries except Norway, with the exception of Tesla cars where the Vehicle's current value can reach €100,000 (only available in France);
- have a final/permanent registration certificate (a provisional registration certificate does not allow to rent out the Vehicle on the Platform);
- be a passenger Vehicle (in France, the mention VP or CTTE must be on the registration card) or a light commercial vehicle (except in the UK);
- except in the UK, have an accident statement form in the Vehicle;
- For Vehicles registered in the UK:
 - Be right-hand wheeled
 - Only vehicles below or equal ABI Group 36 are allowed
 - Minibuses and commercial vans are not allowed
 - Vehicle has not been flagged as an insurance write off under any category (A, B, C, D, N and S) or under outstanding financing according to www.hpi.co.uk

In addition, the listing of Vehicles may be rejected for legitimate reasons due to their excessive insurance risk (e.g. significant engine horsepower).

Getaround reserves the right to accept or reject a Vehicle for technical reasons (Vehicle age, mileage, value or obvious decrepit state).

In all countries, Vehicles are divided into three categories (Economy, Comfort, Premium) depending on model and age (and horsepower as well in Norway), except France which has "Luxury" as a fourth category. Most Vehicles belong to the Economy category, whilst the Comfort, Premium and Luxury categories are reserved for high-end Vehicles. Different levels of access and excess apply depending on categories, which will be detailed under the description of the Vehicle during their Booking.

3.4 Listing ranking

Listings are ranked via an automated algorithm with the objective that Renters find the Vehicle corresponding to their needs in an optimal way. Each ranking will be different for

each search carried out given several criteria: attractiveness of the listing (estimated via the click rate), proximity of the parking address, novelty of the listing, whether the Vehicle is equipped with Getaround Connect, automatic acceptance of requests (Instant Booking), acceptance rate of requests.

This ranking system is independent of any contractual relationship between Getaround and Car Owners. In other words, a Car Owner cannot pay or modify the percentage of their commission in order to improve the ranking of their Listings.

4. Getaround Connect Service

Getaround offers to equip one or more of the Car Owner's Vehicles listed on the Website with the Connect Device.

The "Getaround Connect" Service offered by Getaround to Car Owners provides the installation of the Connect Device in the Vehicle, enabling the Car Owner to manage the check-in and check-out process of the Vehicles without having to physically meet the Renter.

The Getaround Connect Service provides the Renter:

- An interface to establish the Vehicle's condition upon check-in at the beginning of the Rental;
- An interface to unlock the Vehicle upon the start of the Rental;
- An interface to lock the Vehicle upon the end of the Rental;
- An interface to establish the Vehicle's condition upon check-out at the end of the Rental.

There is no minimum time commitment required from the Car Owner to have a Vehicle equipped with the Connect Device. The Connect Device does not bring additional responsibilities to Getaround (notably in terms of Identity Verification as detailed in Article 5 below).

The Getaround Connect service is integrated with and inseparable from the Website, and is further described in the following links:

For France and French-speaking Belgium: fr.getaround.com/connect-propretaire

For Germany: de.getaround.com/connect-autobesitzer

For Spain: es.getaround.com/connect-propietario

For Flemish-speaking Belgium: be.getaround.com/connect-eigenaar

For the UK and the English-speaking international version: en.getaround.com/connect-owner

The monthly subscription costs charged to the Car Owners to have the Connect Device equipped in their Vehicle are the following (including VAT or other applicable taxes, if any):

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and Belgium
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Monthly subscription for the first equipped vehicle	£26	€29
Monthly subscription for any additional equipped vehicles	£17	€19

The monthly subscription costs for the Connect Device are deducted from the Car Owner's Payout. If the Car Owner has not made any Rentals during one or several months, the subscription costs are carried over and applied to the first following month during which (a) Rental(s) is/are made. If the Car Owner Payout is less than the total subscription costs that are due by the Car Owner to Getaround, the subscription costs are deducted up to the amount of the Car Owner Payout and the remaining subscription costs due are carried over again.

4.1 Eligibility to Connect Device installation

The Car Owner may verify the eligibility of his/her Vehicle for the installation of the Connect Device in his/her Vehicle at en.getaround.com/connect-owner, notably regarding the age, mileage and location of the Vehicle. Various information is requested in that form, including the Car Owner's telephone number to be contacted.

If the Vehicle is eligible, an appointment will be taken with the Car Owner for the installation of the Connect Device. If the Vehicle is not eligible, the Connect Device will not be installed and the Car Owner cannot require any kind of compensation in that regard.

If the eligibility of the Vehicle is uncertain, the Car Owner will be notified by email that additional information is required. If eligibility is confirmed by Getaround based on the additional information received, an appointment will be taken with the Car Owner for the installation of the Connect Device.

If the Car Owner provides false information about the state or the characteristics of the Vehicle and the Vehicle is unfit for the Connect Device according to the criteria mentioned above, the Car Owner will be charged an appointment cancellation fee, as defined in Article 4.4

4.2 Installation of the Connect Device

As a general commercial policy, Getaround fully waives the installation fees due for the Connect Device.

Getaround reserves the right to not waive these fees in specific cases. When not waived, the installation costs of the Connect Device are the following:

	For Vehicles registered in the UK	For Vehicles registered France, Germany, Spain, Austria and Belgium
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Connect fees	Installation	£150	€150
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The Car Owner undertakes to make his/her Vehicle available for a technician to install the Connect Device according to the agreed appointment, such installation taking a maximum of 4 hours. Installations are scheduled on weekdays, Monday through Friday, from 8 A.M. to 5 P.M. If the installation is cancelled by the Car Owner within 2 working days of the agreed-upon appointment, Getaround will charge an appointment cancellation fee as described in Article 4.4, except with legitimate reason or in case of force majeure justified by the Car Owner.

The Car Owner may be asked to leave his/her Vehicle at a location determined by Getaround (or Getaround's installation partner) for this installation, which the Car Owner accepts.

4.3 Removal of the Connect Device

- The Car Owner may request the removal of the Connect Device at any time. As a general commercial policy, Getaround fully waives the fees due for uninstalling the Connect Device.

Getaround reserves the right to not waive these fees in specific cases.

When not waived, the removal fees are the following:

	For Vehicles registered in the UK	For Vehicles registered France, Germany, Spain, Austria and Belgium
Connect removal fees	£100	€100

The Car Owner must send a request for removal of the Connect device by email at open@drivy.com; or the Car Owner must first delete the Vehicle's listing so Getaround removes the Connect Device, and subsequently list again the Vehicle. Getaround undertakes to remove the Connect Device from the Vehicle concerned within 30 days of the Car Owner's email request.

- Getaround can request the removal of the Connect Device:
 - for Getaround's convenience, without any justification being due to the Car Owner.
 - whenever a Vehicle reaches a certain age or mileage:
 - For France, Germany, Spain, Austria and Belgium: 12 years old and 200.000 kilometers
 - For the UK: 9 years old or 100,000 miles

In these cases, the removal is free of costs for the Car Owner:

- if the monthly subscription fee is not be paid by the Car Owner and the latter does not regularize the payment due within fifteen (15) days following a notice

sent by Getaround (in such case, the penalties according to Article 4.4 below shall apply);

- in case of any kind of misconduct of the Car Owner and/or any kind of behavior prejudicial to Getaround and/or the Renter (in such case, the penalties according to Article 4.4 below shall apply);

The Car Owner will be contacted to schedule an appointment for the removal of the Connect Device, which shall be done within 30 days from Getaround's request.

The Car Owner agrees to set up a removal appointment within 30 days from Getaround's request. If the removal appointment is not made within 30 days of the request and it is attributable to the Car Owner, the monthly subscription will be charged each month until the Connect Device is removed and the penalty indicated in Article 4.4 below will apply against the Car Owner.

In all cases:

- The Car Owner will be charged with the subscription costs for the concerned Vehicle until the following monthly anniversary date of subscription.
- The Car Owner undertakes to make his/her Vehicle available to a technician for the removal of the Connect Device, which takes a maximum of 2 hours. Removals are scheduled on weekdays, Monday through to Friday, from 8 A.M. to 5 P.M.
- The Car Owner may be asked to leave his/her Vehicle at a location determined by Getaround for this removal
- The Connect Owner agrees to respect the appointment with the removal technician. If the removal is cancelled within 2 working days of the agreed-upon appointment, Getaround will charge an appointment cancellation fee for the removal of the system, as described in Article 4.4.
- If the Vehicle has been permanently immobilised, the Car Owner must notify Getaround and facilitate access to the Vehicle for the removal of the Connect Device.

4.4 Penalties

Penalties can be applied by Getaround if the Car Owner does not respect the agreed-upon installation/removal appointment with the technician, or is in breach of its obligations regarding the use of the Connect Device:

	For Vehicles registered in the UK	For Vehicles registered France, Germany, Spain, Austria and Belgium
Connect Installation Appointment cancellation fee	£100	€100
Connect Device removal fees (if the Car Owner does not pay subscription fees)	£100	€100
Penalty for not returning the Connect Device and/or not	£400	€400

enabling the removal within 30 days from request, or in case of misconduct		
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4.5 Ownership of the Connect Device

The Connect Device is only installed in the Vehicle as a loan, without transfer of ownership. Consequently, the Car Owner may not sell their Vehicle before the Connect Device is removed. Also, the Car Owner may not have the Connect Device removed or handled by a third party. Otherwise, Getaround will charge the penalties indicated in Article 4.4 and applicable for not returning the Connect Device.

4.6 Technical responsibility

Getaround will not be held liable for the breakdown of the Vehicle linked to the Connect Device except in two cases: an immobilizer-linked breakdown or a central lock-linked breakdown.

If the Car Owner considers a breakdown to be attributable to the Connect Device, he/she must provide proof of this (issued by a certified garage/workshop).

In such an event, the Connect Device may only be considered liable for the breakdown of the equipment to which the Connect Device is directly connected, and no other part of the Vehicle.

5. Identity verification

Getaround proceeds with the identity verifications indicated below. However, Getaround does not stand as a guarantor for any User or Vehicle. Users remain responsible to provide accurate information and Getaround does not provide any statement, confirmation or approval concerning Users, their identity or their background.

Users agree that, in the event of damage attributable to another User or a third party, they will only hold liable the party that caused the damage, and take action only against such party. All Users agree to not attempt to hold Getaround liable or take legal action against Getaround for such acts or omissions.

5.1 Verification of the Car Owner's identity

Getaround uses Stripe as its partner to manage financial flows relating to the Rentals. According to customer due diligence imposed to Stripe by the financial and monetary code (hereafter "Customer Due Diligence"), Getaround will conduct an identity check of the Car Owner when the latter has made a cumulative income of €500 (£500 in the UK) through renting out Vehicles.

In this case, the Car Owner must send to Getaround as soon as possible:

- a valid copy of his/her identity documents (in all countries),
- a copy of the registration certificate of the Vehicle or Vehicles (except in Norway),

- and proof of address dated less than 3 months (except in Norway).

The verification of the Car Owner' identity verification will be actioned from the day of reception of documents by Getaround. Payments to the Car Owner will be suspended until the Car Owner's identity has been verified.

5.2 Verification of the Renter's identity

Getaround proceeds with the verification of the Renters' identity for Vehicles equipped with the Connect Device, for Non Connect Vehicles of Category 3 and 4 (i.e. "Luxury" and "Premium"), and for all Vehicles registered in the UK.

Such verification consists in obtaining a photo capture (front and back) of the Renter's driver's license, I.D. card (only if the Renter has a paper driving license or a non E.U. driving license), as well as a video of him/her (both taken on mobile) reading a text and turning his/her head. If any of these elements is unclear or unsuitable, additional documents and/or information can be requested by Getaround.

If all required elements of verification are not provided, the Rental requested by the Renter will be refused and the Renter's Account can even be blocked (temporarily or permanently) by Getaround.

Getaround is responsible for the identity verification concerning Connect Vehicles as well as Non Connect Vehicles of Category 3 and 4 (i.e. "Luxury" and "Premium"), but the Car Owner is sole responsible for the identity verification for all other Non Connect Vehicles.

6. Rental process

6.1 Linking

Renters can consult the Listings posted by Car Owners directly on the Website or the App by using the access and search tools provided.

- If the Vehicle is not Listed as Instant Booking

Once a Renter has found a suitable Vehicle, he/she sends a Booking request to the Car Owner. After the request is sent, the Car Owner is notified of the Booking request by email, by SMS or by a push notification, and has the option to decide whether or not to accept the Rental:

- If the Car Owner accepts the Rental request, the Renter is notified by email and must return on the Website/App to pay the Rental price. **Any offer to pay other than through the Website will be considered a violation of these Terms and may result in the suspension or deletion of the User's account.** The Rental is confirmed when the payment has been made and the Car Owner has received confirmation by email.
- If the Car Owner refuses the Rental request or does not accept it within 23 hours, the Renter is notified by email.

In countries other than Norway, the Renter can only contact the Car Owner after the Booking request has been sent. In Norway, The Renter can only contact the Car Owner after the Rental has been paid.

- If the Vehicle is Listed as Instant Booking

The Booking request, and Rental to come, will be automatically confirmed to the Renter in the name and benefit of the Car Owner. It is important to note that for an Instant Booking reservation, the Renter cannot contact the Car Owner before the Booking of the Vehicle is completed.

6.2 Before the start of the Rental

The Rentals are governed by the present Terms and are completed by the Rental Agreements available in three formats:

- Hard copy (paper), except in Norway,
- Electronic via the App,
- Electronic specific to Getaround Connect Rentals.

The Rental Agreements must be filled in together by the Car Owner and the Renter (or by the Renter alone for Connect Bookings) and must indicate at the beginning of the Rental :

- the mileage (except for Getaround Connect Rentals, for which this information is automatically provided);
- the level of gas;
- any visible damage on the exterior or in the interior of the Vehicle; and
- the level of cleanliness of the Vehicle. At the start of a Rental, the Car Owner must deliver a clean Vehicle to the Renter (interior and exterior).

Eight (8) wide-angle photos of the Vehicle must be taken, i.e. front / front left / left side / back left / back / back right / right side / front right. For hard copy Rental Agreement, the Car Owner retains them without sending them to the Renter or Getaround. For electronic Rental Agreements (via the App), the Car Owner shall upload all eight photos on the App. For Getaround Connect Rentals, the Renter shall upload all eight photos on the App. If the Renter doesn't have Internet connexion when the Rental begins, he/she must make sure the photos are sent on the App as soon as possible, and in any case within the following 30 minutes following the unlocking of the Vehicle. The same applies for the photos made at the end of the Rental which must be sent as soon as possible after the end of the Rental and in any case within 30 minutes following the end of the Rental.

For hard copy Rental Agreements and electronic Rental Agreements (via the App), the Car Owner shall keep the photos for one (1) month following the end of the Rental as evidence in case of dispute.

Both Users can add in comments in the Rental Agreement upon check-in. Some specific information can be pre-filled by Getaround and/or the Car Owner in the Rental Agreement.

To deal with the eventuality that a damage already existing on the Vehicle may not be visible enough on the photos taken by the Renter upon the check-in at the start of the Rental, the Renter shall take clear and detailed photos of each of damage (including scratches on the

body of the Vehicle) that he/she notices on the Vehicle before the rental agreement is signed and the Rental begins, and shall keep the photos for at least three (3) months.

When it is possible to add a comment in the Rental Agreement (in case of hard copy Rental Agreement, both the Renter and the Owner shall sign next to the description of the damage), the Renter shall indicate those damages before the Rental Agreement is signed and the Rental begins. If after the end of a Rental, the Car Owner claims that a damage occurred during such Rental, the Renter can provide the photos as evidence that the damage already existed when the Rental began. Otherwise, the costs for the repair of the damage could be charged to the Renter.

Once all mandatory information is filled in by both Users (eventually) in the Rental Agreement, the Rental Agreement is signed (on paper or electronically), thus binding the Users by such Rental Agreement and the present Terms regarding the Rental.

It is the Users' responsibility to carry out the required verifications at the agreed check-in time, on the day the Rental starts, including:

- For the Car Owner (if the Vehicle was not Booked with the Getaround Connect service): verify the identity of the Renter (check that the Renter matches the picture on his/her ID card and/or driving license), the validity of the driving license (driving license number must match the one indicated on the Rental Agreement), and the Car Owner must verify that the Renter has held the driving license for the minimum number of years indicated in Article 2.2 b), the address, and the payment card information which must be the same as the card used for payment on the Website. The Car Owner may be represented by a third party duly authorized to conduct these checks;

The Car Owner may in no case hand their Vehicle over to the Renter if the latter fails any of these verifications. The Car Owner **must** refuse the Rental if:

- o The person wishing to take possession of the Vehicle is not the Renter;
- o The Renter provides a payment card that does not belong to him/her (for Rentals of Vehicles registered in France, Belgium, the UK or Spain);
- o The Renter provides a different payment card from the one used to pay for the Rental (for Vehicles registered in France, Belgium or Spain). The first 6 and last 2 numbers of the payment card used to pay for the Rental are pre-filled on the hard copy and electronic (via the App) Rental Agreements;
- o The Renter provides a driving license that does not authorize him/her to drive in the country where the Vehicle is registered. It is the Car Owner's responsibility to verify with the relevant authorities any special provisions concerning the rights of foreigners to drive in that country. In particular, it is the Car Owner's responsibility to verify whether the Renter has a valid tourist, working or student visa, if necessary.

The Car Owner undertakes to immediately inform Getaround if he/she has information that a potential Renter does not comply with these conditions, and must not proceed with the Rental. If the Car Owners do not report this to Getaround, he/she will be liable for the consequences of not verifying the items listed in this Article.

If the Vehicle was Booked with the Getaround Connect service, Getaround will undertake the verifications listed above in the Car Owner's place via its identity verification service.

The Car Owner must update the description of the Vehicle in the Rental Agreement if the condition of the Vehicle changes, i.e. after new damage or repairs. No claims for compensation by a Car Owner will be covered by the Insurance if the Car Owner's description is not up to date.

- For the Renter: verify the identity of the Car Owner, the Vehicle registration and its license plates. The Renter must also check the condition of the Vehicle, in particular the presence of the safety equipment listed in Article 2.2 a).

With the exception of the ID card and driving license verification for the Rental of Vehicles equipped with the Connect Device, Users agree that Getaround does not conduct any of the checks and verifications listed above. Each User is entirely and solely responsible for these checks and verifications.

For hard copy Rental Agreements and when electronic (via the App), the Renter shall inspect the Vehicle (inside and outside) before the beginning of the Rental, and the Renter and the Car Owner shall complete, verify and sign the Rental agreement together.

In case of a Vehicle rented with the Getaround Connect Service, the Rental Agreement is deemed validated by both the Car Owner and the Renter when the doors of the Vehicle are unlocked. However, the Renter shall inspect the Vehicle (inside and outside) before signing the Rental Agreement through the App.

Once the Rental Agreement has been signed and the Rental has begun, the Renter is considered to have accepted the Vehicle's condition as *is*, without any possibility to dispute that condition afterwards. Consequently, if a damage is noticed by the Car Owner after the Rental, the Renter will be considered as having caused such damage and will incur potential repair costs.

6.3 During the Rental

Getaround offers Users certain information necessary for a good rental experience. This information is available at the online [Help Centre](#), accessible via the Website or the App. In case of Rental made with a Hard copy Rental Agreement, the Car Owner must print out the pages named "Rental instructions" from Getaround's Help Center and leave them in the Vehicle for the Renters.

a) *Extension*

The Renter agrees to comply with the date, time and location of return agreed upon with the Car Owner. Renters wishing to extend a Rental that has already begun must request it using the Website or App.

The Renter will have to extend the Rental with the same payment method used to book the Vehicle initially. The approval of the extension request will vary:

- ❑ If the Vehicle is equipped with the Connect Device (and therefore has Instant Booking activated), the Renter's extension request will be approved automatically, as long as it doesn't reduce the price of the rental. If it does, the Car Owner will have to accept the request manually. Any extension request will only be approved if the days are marked as available in the Vehicle's calendar.
- ❑ If the Vehicle is not equipped with the Connect Device or does not have Instant Booking activated, the Car Owner will have to accept the extension request manually.

For all extension requests, payment must be made via the Website or App before the end of the initial Rental period. Keeping a Vehicle beyond the initial Rental period without validating the extension online is a violation of the Insurance terms, the Renter shall return the Vehicle at the agreed end time. Otherwise, any damage that would have taken place since the beginning of the Rental will be charged to the Renter without the latter being covered by the Insurance and compensation fees provided in Article 12.5 a) may be levied to the Renter in the name and on behalf of the Car Owner.

b) Reporting an incident or problem

The Renter agrees to report any problems, breakdowns or damage related to the Vehicle to the Car Owner immediately. The Car Owner must report any damage according to Article 9.4 below.

c) Use of Roadside Assistance

Roadside Assistance is available to Renters who rent a Vehicle via Getaround. The Roadside Assistance service organises and takes responsibility for: (i) the repair at the roadside or towing of the Vehicle to the nearest garage ; (ii) transport home (in all countries) or onward travel for the Renter and its passengers to one location only (this option is not applicable in Norway) ; (iii) a replacement vehicle in all cases in the UK, and only when the Renter paid for an Excess reduction option in other countries except in Norway; (iv) the costs incurred by the Car Owner when travelling to the garage where the Vehicle has been taken (except in Norway, the Roadside Assistance will only cover in this case the costs for public transportation incurred by the Car Owner).

The terms and conditions of the Roadside Assistance can be found [here](#).

To contact Roadside Assistance, the Renter must go to his/her Rental page on the App, access the section "Help", and then the section "Contact Roadside Assistance". The assistance phone number is also indicated in the Website/App's Help Center and in the "Rental Instructions" document placed in the Vehicle.

In case of a breakdown, the Car Owner gives consent to Getaround and to the Roadside Assistance provider to repair the Vehicle for up to 200 EUR (200 GBP in the UK) in order for the Renter to be able to continue his/her Rental. These costs will be charged to the Car Owner unless the Renter is proven responsible due to an abnormal use of the Vehicle. The repairs could notably be (without this list being exhaustive) a battery change, tire puncture repair, tire replacement, light replacement, refilling of oil or another liquid (such as AdBlue®) or other repairs or

spare part replacements that could be done in less than 1 hour on the spot or at the Roadside assistance provider's workshop.

6.4 At the end of the Rental

- **For Rentals without the Getaround Connect service:**

Upon the return of the Vehicle, the Renter and the Car Owner check the condition of the Vehicle, indicate the mileage and gas level, make any comment on the Vehicle (such as cleanliness), indicate if any damage was caused to the Vehicle, take eight (8) new wide-angle photos of the Vehicle (i.e. front / front left / left side / back left / back / back right / right side / front right). and then complete and sign the check-out report in the Rental Agreement. Both the Car Owner and the Renter must keep a copy of the Rental Agreement (i.e. the hard copy or the copy received by email) for at least one year and the Car Owner must keep the photos for 30 days (If the Car Owner knows he might lose the photos, notably because he will change his phone, it is his responsibility to send them beforehand to Getaround through the App or by email);

- **For Rentals with the Getaround Connect service:**

Upon the return of the Vehicle, the Renter must take eight (8) new wide-angle photos of the Vehicle. It is the Renter's responsibility to take all eight (8) photos and with the best quality possible (even if conditions are not optimal, such as night time or rain): otherwise, if any damage is reported by the Car Owner or the next renter, the Renter will be fully liable for the damage reported by the Connect Owner, without any possibility to dispute such responsibility. It should also be noted that if these photos are taken at a moment without any Internet connexion, the Renter must make sure their transfer to Getaround through the App is effective as soon as he/she gets Internet connexion again, otherwise the Renter will also be held fully responsible if a damage is reported by the Car Owner.

The Renter must also check the condition of the Vehicle, make any comment it deems necessary on the condition of the Vehicle or any damage that has been caused to it. The date and time of return, the mileage and gas level are completed automatically in the Rental Agreement via the Connect Device. The Renter shall follow the instructions on the App and complete the check-out report in the Rental Agreement. The Rental Agreement is automatically completed once the doors of the Vehicle are locked.

The Car Owner shall inspect the Vehicle before any personal use. When the Car Owner unlocks the Vehicle following a Rental, he/she is considered to have accepted its condition *as is*, without any possibility to dispute that condition afterwards. Consequently, if a damage is declared by the Car Owner after that moment, it will not be considered as having been caused by the last Renter (or any other Renter) and the Car Owner will incur potential repair costs.

- a) **Parking:**

The Car Owner is responsible for finding (and informing the Renter, whether in the Vehicle Listing or by sending him/her a message before the end of the Rental) sufficient possibilities of specific space or location which are either free or private/prepaid by the Car Owner. The Car Owner must truly provide adequate guidance and instructions (rather than only broad requests such as only requiring that the Renter park on a free space or street). The Renter has the obligation to park in such space or location and provided he/she does exactly as asked by the Car Owner, no costs will be incurred by the Renter.

More specifically, the Car Owner is responsible for paying any private or paid parking where the Vehicle is located at check-in and check-out. If Renter needs to pay to exit the parking at the start of the Rental, or to enter the parking upon the end of the Rental, the corresponding amount will be deducted from the Car Owner Payout (defined in Article 12 below) and reimbursed to the Renter.

The Renter has the obligation to make all possible efforts to park where the Car Owner asked him/her to do so.

If the Renter doesn't park where requested by the Car Owner and instead parks on a paid space, all associated costs will be borne by the Renter up to one (1) week following the end of the Rental.

If it is impossible for the Renter to park at the end of the Rental in the space or location requested by the Car Owner (e.g. if the specific private space has already been taken by another car or the designated area has been blocked for an event), the Renter must contact the Car Owner to inform him before the checkout is made to agree on a solution, if any. The Renter shall make such contact preferably through the App, otherwise by text message in addition to a phone call in order to have evidence of such contact, if needed. The text message shall be kept by the Renter during one month.

Whether no solution can be found or the Car Owner cannot be reached, and the Renter has no other choice to park the Vehicle:

- in a paid space, the Renter must inform Getaround (on the Website via uk.getaround.com/contact, or on the App via My Account > Contact Getaround) and must pay for 2 hours of paid parking (the Renter shall keep the evidence of his/her payment for one month). Those costs for the 2 hour parking will be borne by the Renter but parking costs following those 2 hours will be borne by the Car Owner;
- further than the 400 meter radius of the location indicated in the Rental page, the Renter must inform Getaround (on the Website via uk.getaround.com/contact, or on the App via My Account > Contact Getaround). The repatriation fees applicable according to Article 12.5 e) will not apply against the Renter.

In all cases, at the end of the Rental, the Renter has the obligation to park the Vehicle in an authorized parking space, whether it is paid or not (e.g. not in front of a garage exit, on a delivery space, on a space becoming prohibited within the next 48 hours, etc) unless express reasonable request of the Car Owner to park the Vehicle in a specific and / or free place.

If at the end of a Rental:

- the Renter parks the Vehicle in a parking space which is authorized for the next 48 hours, only the Car Owner shall be responsible for related costs and/or impoundment;
- the Renter parks the Vehicle in a parking space which is not authorized for the next 48 hours:
 - o the Renter shall be responsible for related costs and/or impoundment up to one (1) week following the end of the Rental; and
 - o the Car Owner shall inform Getaround within 48 hours following his/her discovery of the situation.
- the Renter parks the Vehicle in a parking space which is authorized for the next 48 hours but becomes unauthorized during that period due to exceptional and unforeseeable circumstances, only the Car Owner shall be responsible for related costs and/or impoundment.

b) Cleaning:

The Renter must return the Vehicle clean at the end of the Rental. In case the Vehicle has been soiled, the Renter shall clean it before the end of the Rental, for example in the following cases:

- Interior soiling: traces of mud on the carpet, sand, crumbs, etc.;
- External soiling: dirt on the body due to travelling on muddy or dirt roads, etc.

In such cases of excessive soiling, the Renter shall pay compensation to the Car Owner as stated in Article 12.5 c). If the Vehicle requires professional cleaning (stained seats, ground-in dirt, etc.), the Renter will be charged with the invoice issued from the professional cleaner. The amount of such professional cleaning invoice will be reimbursed to the Car Owner (if the compensation according to Article 12.5 c) has already been paid to the Car Owner, it will be deducted from the reimbursement amount paid to the latter).

c) Late or absence of return of the Vehicle:

If the Vehicle hasn't been returned within thirty (30) minutes following the agreed date and time of the Rental (and the Car Owner wishes to claim the application of late return compensation as per Article 12.5 a) below), the Car Owner must contact Getaround's customer service via the contact form available [here](#).

d) Punctured tire and broken clutch:

- In the event of a punctured tire, the Renter will be held responsible. If two or more punctured tires must be changed, the Renter shall pay for the replacement of one tire plus 50% of the cost of the second tire. If the punctured tire is due to normal wear and tear or faulty maintenance, all costs will be paid by the Car Owner.
- In the event of a broken clutch (non applicable in Norway): it is specified that, unless specific information are provided, clutches will be presumed to have a normal life span of 120,000 kms (100, 000 miles in the UK):
 - o The Vehicle with its original clutch must be less than five years old to receive eligibility for clutch repairs reimbursement. If the Vehicle is more than five years old, it may still be considered eligible if the clutch has been replaced with the original manufacturer parts by a factory certified mechanic less than five years ago.

- If a mechanic expert determines that the Renter misused and damaged the clutch, and provides a written report of that determination, the Car Owner will be entitled to proportional reimbursement along with any expert costs incurred. This proportional reimbursement is calculated by reference to the otherwise expected remaining life of the clutch, based on the mileage at the end of the Rental. For example, if your clutch had a life expectancy of 100.000kms and the Renter damaged it while it had done 75.000kms, the Car Owner will be covered for one quarter of the repair costs.

6.5 After the Rental

After the Vehicle is returned to the Car Owner, the Users have the opportunity to evaluate each other on the Website in order to provide user experience feedback on the Users. Users can also evaluate each other if the Rental is cancelled. The Renter can evaluate the Car Owner and the Vehicle separately.

7. Messages exchanged through the Platform

The Users are likely to exchange messages among themselves, or to exchange with Getaround, via messaging integrated into the Platform. The messages exchanged are intended to organize the Rentals and do not appear publicly on the Website / App.

In addition, the Users are invited at the end of the Rental to leave a review to the other User (whether Car Owner or Renter). These reviews appear publicly on the profile of the Car Owner or Renter on the Website / App.

All of these messages, whether public or not, must be polite and respectful. Insults or degrading messages are prohibited. In particular, any threatening, aggressive, racist, xenophobic, revisionist comments, those inciting to racial hatred, calls to violence, as well as obscene messages are not allowed.

Getaround will moderate all messages that do not comply with these obligations and reserves all rights to exclude a User from the Platform if he breaches them.

8. Cancellation of a Rental

The Car Owner and the Renter may cancel a Rental made on the Website at any time. This cancellation must be actioned on the Website through the User's "Account" > "Your rentals", then select the concerned Rental, and > "Cancel the rental".

8.1 Cancellation of a Booking by the Renter

The Renter may cancel their Rental free of charge up to 1 hour after payment of the Rental on the Website.

After this period of 1 hour, the cancellation conditions if cancelled by the Renter are as follows:

- More than 48 hours before the start of the Rental:
The Renter may cancel at any time and the Rental price will be refunded to him/her (with the exception of the Renter Service Fee which will not be refunded to the Renter). The Renter will be reimbursed within 3 working days. The Car Owner does not receive any of the expected earnings.

- Less than 48 hours before the start of the Rental, and up to the start of the Rental: 50% of the Rental price will be refunded to the Renter (with the exception of the Renter Service Fee which will not be refunded to the Renter). The Car Owner is compensated for 50% of the Car Owner Payout (defined in Article 12 below).

If a credit or coupon has been used to pay for the Rental, the cancellation fees will be primarily deducted from the total paid. In the event the total paid is inferior to the cancellation fees, the remaining sum will be deducted from the coupons and credits used.

No cancellation fees are due by the Renter, nor any compensation to the Car Owner, if the cancellation was made after the Rental has begun due to a malfunction of the Connect Device.

8.2 Cancellation of a Booking by the Car Owner

The Rental will be considered as cancelled if the Car Owner voluntarily cancels it (on his sole decision or if the Vehicle is no longer available). In such case, the Car Owner will be charged with the following cancellation fees:

- cancellation up to 48 hours before the start of Rental: 25 euros/£25
- cancellation less than 48 hours before the start of Rental: 50 euros/£50

The Rental will also be considered as cancelled if:

- the Car Owner was not present upon the start of the Rental and did not show up within one (1) hour that followed; or
- the Vehicle is not accessible upon the beginning of the Rental, i.e. the Vehicle is not located where the Website or App or Car Owner indicate it should be; or
- when the Vehicle is equipped with the Getaround Connect Device, it cannot be opened due to the Car Owner's misuse of the Application.

In such cases, the Car Owner will be charged with a cancellation fee of 100 euros/£100.

When the cancellation is due to the Car Owner, the Renter is reimbursed of the full Rental price as well as any excess options.

Getaround reserves the right to exclude the Car Owner from the Website in the following instances:

- the Car Owner cancels a Booking based on a prejudice against the Renter (such as discrimination based on social, sexual or racial criteria);
- the Car Owner cancels Rentals repeatedly;
- the Car Owner doesn't respect these Terms.

8.3 Cancellation of a booking due to an unsuccessful verification of Renter's profile

If the Rental required the Renter's profile to be verified (i.e. in cases listed in Article 5.2 above) and the information provided by the Renter did not enable Getaround to complete positively the profile verification at the latest when the Rental was due to begin, the Rental

has to be cancelled by the Renter or the Car Owner. The Car Owner will not be compensated for such cancellation, even if it happens less than 48 hours before the start of the Rental. The Renter will be fully reimbursed.

8.4 Dispute of grounds for cancellation

The Renters have the possibility to contest the cancellation fees applied against them if they can prove that the Rental could not be carried out because:

- the Car Owner was not able to carry out the Rental (unavailable, wished to cancel, no-show at check-in of the Vehicle, etc.);
- the Vehicle did not conform to the Listing or had a safety default;
- they encounter a case of force majeure (as defined by French case law) preventing them from carrying out the Rental.

Similarly, the Car Owner may challenge the grounds for cancellation expressed by the Renter. The claim against the application of compensation is admissible if the Car Owner can show that the cancellation of the Booking was indeed due to the Renter (for example, but not limited to: Renter unavailable, Renter wishes to cancel, Renter no-show) or in case of force majeure.

All disputes should be expressed within the 24 hours following the cancellation, with all relevant proof via the Website in the section “Your Rentals > Help > Request a full refund” (for the Renter) or “Your Rentals > Help > Request compensation for cancellation” . Getaround is not able to process any dispute past this 24 hour period. As payments to Car Owners are automatically actioned 24 hours after the end of a Rental or after a cancellation, the Renter understands and accepts that after this period, the payment will be made to the Car Owner.

9. Insurance

9.1 General rules and conditions

The Rental of a Vehicle on the Platform includes the subscription of the Insurance policy between the Users. Getaround does not directly insure the Rentals made on the Website. Getaround acts only as an intermediary offering such insurance products to the Users. The conditions of the Insurance agreement can be found [here](#).

The Insurance coverage is designed to protect the Car Owners from any damage caused to their Vehicle (except in cases of exclusion of the Insurance contract). This rule also applies to Vehicles equipped with the Connect Device (even though equipment is permanent, the Insurance applies only during Getaround Rentals).

The Insurance covers :

- Damages to the Vehicle’s body, fire or theft, either committed by the Renter or by a third-party, up to 50 000€ / £40,000 in the UK ;
- Personal injury of the Renter (only in France and Belgium, and when the Renter is responsible for the damage) ;
- Damage caused to a third party

It is specified that cases of force majeure are covered by the Insurance except in Spain where force majeure events are covered by the Consorcio de Compensación de Seguros (<https://www.conorseguros.es/web/en/ambitos-de-actividad/seguros-de-automoviles/ccs-como-organismo-de-informacion>)

Vehicles registered in France, that are less than 12 months old are covered for their purchase value (as opposed to the value assessed by an expert, in other cases). Vehicles registered in countries other than France are covered for their estimated sales value of the car on the day the damage is compensated by the Insurance company. If the Vehicle is under leasing, the Insurance does not cover the “Guaranteed Asset Protection” (i.e. any compensation that would be applicable under the leasing agreement signed by the Car Owner in case the Vehicle is stolen or damaged beyond repair).

The Insurance according to these Terms covers only the duration of the Rental. In parallel, the Vehicle must be covered under an annual insurance policy taken out by the Car Owner and covering at least the “third party insurance” (i.e. damage caused to a third party by the driver of the Vehicle). “Parking” or “garage” insurance policies are insufficient.

The Insurance cover begins and ends at the time the Renter picks up or returns the Vehicle (the date and time indicated on the Rental Agreement serving as proof) as long as these events take place within the date and time of the Rental Booked on the Website or the App (in the absence of extension of the Rental according to Article 6.3 above, the Renter will lose the insurance on the whole Rental).

The Insurance offered by Getaround is effective provided that:

- In all countries:
 - the Vehicle is used normally, according to these Terms, and without any illegal or reprehensible behavior;
 - The Vehicle is used for acceptable trades/occupations only (excluding hire & reward i.e. taxi; courier use, sports persons, modelling, entertainment industry);
 - The Vehicle must have its final registration card. Vehicles with temporary registration cards are not accepted on Getaround;
 - The Renter must hold a driving license that is valid within the territory in which the Vehicle is being rented, according to these Terms.

- For Vehicles registered in France, Germany, Belgium, Spain and Austria:
 - The Vehicle may only be driven in the following countries: Germany, Andorra, Austria, Belgium, Denmark, Spain, Metropolitan France, Italy, Hungary, Luxembourg, Monaco, Netherlands, Poland, Portugal, Czech Republic, Slovenia, the UK and Switzerland;

- For Vehicles registered in the UK:
 - The Renter must be a permanent resident in the UK;
 - Secondary drivers are not allowed;
 - The Renter has not had any major convictions in the past 5 years (i.e. no convictions coded AC, BA, CD10-90, DD, DR, IN, LC30-50, MS40-90, UT)
 - No previous driving ban or disqualification;

- Has received strictly less than 2 minor convictions in past 3 years;
- Has received no more than 6 penalty points in past 4 years;
- No more than one accident in past 3 years;
- No bankruptcy / No CCJs within the last 3 years & stability of residential address for past 24 months;
- The Vehicle may only be driven in the UK.

The Renter agrees to take the utmost care of the Vehicle and return it in the same condition as it was in when he/she took possession of it. The Renter is liable for any damage caused to the Vehicle during the Rental period, i.e. from the time he/she took possession of it until the time he/she returned it. The Renter alone is liable for any infractions or violations of Traffic Laws that may be committed with the Vehicle during the Rental.

Details of the Insurance cover and the conditions for this coverage are accessible [here](#) and on the Website or on the App via Insurance > Legal Documents.

9.2 Rules applicable to damages

If a damage is declared by a User, the Car Owner shall choose between an assessment of the value of the damage by Getaround's Expertise Partner, by the expert mandated by the Insurance company or the repair garage chosen by the Car Owner (which must be validated by Getaround). The Car Owner's choice is final and the value of the damage made by the selected expert/garage will be the sole applicable to the compensation that will be received. The costs for the expertise made by Getaround's Expertise Partner or by the expert mandated by the Insurance company are included in the Insurance and are not charged to a User. The costs for the expertise by the repair garage chosen by the Car Owner will be borne by the Car Owner.

In case of damage:

- if the Renter is not responsible for the damage, he/she must complete and sign with the third party an accident statement (except in the UK where the Renter must call the Insurance company hotline at +44 (0)330 102 1998). The damage is directly managed between the Insurance company and the third party's insurance company in order to indemnify the Car Owner.
It is specified that in the UK, the Renter advances the value of the damage up to the amount of the Excess even if he/she is not responsible for the damage. Once the Insurance company collects the amount due from the third party's insurance company, Getaround reimburses the Renter.
- if the Renter is responsible for the damage, the Renter pays the value of the damage up to the amount of the Excess, and the Insurance pays the rest. That way, the Car Owner is covered for any damage caused by the Renters, and the Renters are enabled to pay a reduced amount if they are held liable for the damage.
The same applies if the third party responsible for the damage is unidentifiable, or if the third party who caused the damage could have been identified but the Renter did not complete and sign with such third party an accident statement, or if the third party's insurance contract does not cover the damage.

9.3 Situations causing the exclusion or forfeiture of the Insurance coverage

Only Rentals that do not exceed 30 days are insured. Thus, no Rental agreement should ever exceed 30 days. If the Renter and the Car Owner agree to extend a Rental that is already underway to last a total exceeding 30 days, they must meet and sign a new Rental Agreement together. The total duration of a series of back-to-back Rentals may never exceed 2 months without the Car Owner regaining full use of his/her Vehicle.

Pilot errors (such as wrong fuel, empty tank, lost/broken keys...) and damages caused by gross misconducts (such as vandalizing the Vehicle), damages to the interior of the Vehicle or mechanical damages are not covered by the Insurance (no Excess or Excess reduction option will be applicable, and the full value of repair for the damage will be borne by the Renter), except in Norway where wrong fuel remains covered by Insurance.

Carrying passengers for remuneration is prohibited, unless expressly approved by Getaround.

Carpooling, defined as the shared use of a motor vehicle by a driver and one or more passengers to travel to a common destination, for no remuneration but with shared costs, is allowed.

The Insurance proposed by Getaround is automatically taken out by the Renters with no further formalities at the time they pay for the Rental, as long as the following conditions are met:

- Any condition indicated in Articles 2 or 3 above are respected;
- The Renter must pay the full Rental price with a means of payment in his/her own name, before the Rental begins. Otherwise, the Rental will not be covered by the Insurance. Among other things, the Rental price includes mileage: if a User purposely underestimates the mileage in order to reduce the Rental price by accepting a parallel mileage payment, the Rental will not be covered by the Insurance;
- The identity of the Renter and the Car Owner, the Vehicle description, the start and end dates, and times of the Rental must correspond to the information provided by the Users on the Website;
- The Rental Agreement must be completed and signed by both parties when the Car Owner hands over the Vehicle keys to the Renter, or the Rental Agreement for Connect Rentals must have begun. In case of a hard copy Rental Agreement, it must be sent to Getaround in the event of damage or theft;
- For Rentals of Vehicles registered in France, Belgium, the UK or Spain (except if it is a Connect Rental), the Renter must physically present his/her credit card to the Car Owner before taking the Vehicle. The Car Owner must check that the credit card has the Renter's full name on it and that the numbers on the card match those used for payment on the Website (eight numbers from the payment card used to reserve the Rental are included on the Rental agreement);
- If drivers are added in addition to the Renter, the identity of these additional drivers (name, surname, date of birth) and their driving license information (license number

and date of issue) must be included in the Rental Agreement. Additional drivers are not permitted for Rentals of UK registered Vehicles;

- Any extension of the Rental period must be made on the Website or the App. Otherwise, the Vehicle will not be insured under the Insurance offered by Getaround throughout the entire Rental period. Also, any extension of the Rental period must be expressly accepted by the Car Owner. If the car Owner does not accept the extension, the Renter will be subject to late fees and will have to return the car immediately. Insurance and Roadside Assistance coverage will be suspended;
- The Vehicle must be covered by an annual insurance policy taken out by the Car Owner for periods outside of Rentals made through the Platform;
- The Vehicle must be in compliance with the applicable laws and regulations in its country of registration; the maintenance recommended by the manufacturer must have been performed, and all safety equipment must be in good working order to the Car Owner's knowledge, in particular the safety equipment referred to in Article 2.2 a) above;
- If a Rental exceeds 30 days, a new Rental Agreement must be signed (meaning full check-out of the Vehicle must be made, followed by a new check-in procedure), or if back-to-back Rentals exceed 3 months, the Car Owner must regain at some stage full use of his/her Vehicle.

Failure to respect any of these conditions will result in the automatic forfeiture of the Insurance coverage.

If through their actions a User causes the insurance coverage to lapse, they understand that they will be held liable for any costs incurred and for any consequences of their actions or omissions.

9.4 Exercise of the Insurance in case of damage

In the event of damage, e.g. a traffic accident or theft of the Vehicle, THE RENTER MUST IMMEDIATELY (AND IN ANY CASE WITHIN 24 HOURS FROM THE INCIDENT OR THEFT) NOTIFY THE CAR OWNER WHO HAS A **MAXIMUM OF 2 BUSINESS DAYS (5 BUSINESS DAYS IN FRANCE, BELGIUM, SPAIN, GERMANY AND AUSTRIA) FROM THE DATE OF THE INCIDENT TO REPORT THE DAMAGE TO GETAROUND VIA HIS/HER ACCOUNT, IN SECTION "MY RENTALS" AND "REPORT AN INCIDENT"**. BEYOND THIS PERIOD, THE INSURANCE (AND THE REDUCED EXCESS) WILL NOT COVER THE DAMAGE, AND ALL COSTS WILL BE BORNE BY THE CAR OWNER. THE RENTER MUST NOT WAIT UNTIL THE END OF THE RENTAL TO REPORT THE DAMAGE. IF ANY INDIVIDUAL IS INJURED OR IF THE MATTER CONSTITUTES A RISK, THE POLICE MUST BE NOTIFIED IMMEDIATELY.

In the event of theft of the Vehicle, THE CAR OWNER MUST ALSO NOTIFY THE POLICE WITHIN **24 HOURS**.

Except in the case of force majeure, any request received after this deadline will not be covered by the Insurance. **The Car Owner will have to deal directly with the Renter to manage the claim, in which Getaround will not be involved.**

The Car Owner claiming that a damage occurred must provide photos to back up the claim. Getaround will contact the most recent Renter and recover his/her check-out photos to establish liability for the damage. Should the liability not lie with the most recent Renter, it is up to the Car Owner to investigate the liability of the damage through other check-out pictures and notify Getaround.

The Insurance will not cover damage to the Vehicle if the Renter picks up the Vehicle prior to the time of Rental or returns it after the time of Rental, even if the damage occurred during the Rental period.

The Rental of a Vehicle will cause normal wear and tear. This is not covered by the risk Insurance. An explanation of the difference between damage and normal wear is available here: <https://www.Getaround.co.uk/help/articles/05032cfa30a9>

10. Excess and Excess reduction

10.1 Principles applicable to the Excess

The insurance Excess is the maximum a Renter pays for repairs if he/she is responsible for damage to the Vehicle during a Rental, or if the third party responsible for the damage is unidentifiable, or if no accident statement was signed, or the third party's insurance contract does not cover the damage. This means that if the value of the damage is lower than the Excess, only such value can be debited from the Renter's bank account. If the value of the damage is higher than the Excess, only the amount of the Excess can be debited from the Renter's bank account.

The amount of the Excess depends on the category of the Vehicle and the age of the Renter.

The Excess applies to damages on the exterior of the Vehicle, not on the interior.

It is reminded that in case of damage, the Claims management fees according to Article 12.5 f) will also be charged to the Renter in the event of a damage.

For Cars registered in France, Spain, Belgium, Germany or Austria, the Renter expressly authorizes Getaround to charge the following amounts for the insurance Excess:

Categories	Eco	Comfort	Premium	Luxury
Vehicle damage	€900	€1,100	€1,700	€3,000
Fire	€900	€1,100	€1,700	€3,000
Theft	€900	€1,100	€1,700	€3,000
Theft with inability to return the keys	€3,000	€3,000	€3,000	€6,000

For Cars registered in the UK, the Renter expressly authorizes Getaround to charge the following amounts for the insurance Excess (for Drivers between 21 and 24 years old, an additional £500 will be applicable on top of the below amounts):

Categories	Eco	Comfort	Premium
Vehicle damage	£800	£1,000	£1,500
Fire	£800	£1,000	£1,500
Theft	£800	£1,000	£1,500
Theft with inability to return the keys	£3,000	£3,000	£3,000

The Car Owner can request from Getaround that it collects the amount of the damage caused up to the amount of the Excess from the Renter provided that:

- For non-Connect Vehicles registered in France, Belgium, the UK and Spain, the Car Owner has verified that the payment card used on the Website actually belongs to the Renter and is in his/her name. Getaround does not verify this before the Rental;
- For non-Connect Vehicles the Car Owner has checked that the Renter's age and the date when he/she obtained his/her driving licence is in compliance with these Terms
- The Car Owner has not triggered a lapse of the Insurance in any manner whatsoever
- The Car Owner is in compliance with these Terms.

The Car Owner must provide the necessary documents (evidence, quotes and invoices for repairs) within 3 months after the end of the Rental. Getaround cannot collect all or part of the Excess from the Renter if such documents are provided by the Car Owner more than 3 months after the end of the Rental. Otherwise, the Car Owner will have to recover (all or part of) the Excess from the Renter himself.

The service provided here by Getaround is limited exclusively to:

- Requesting a pre-authorization up to the amount of the Excess on the Renter's means of payment;
- When applicable, collecting the payment of the Excess on behalf of the Car Owner through the Renter's means of payment.

Getaround will keep the amount of the Excess in a third-party account pending supporting documents from the Car Owner justifying the transfer of the sum to the latter's account. The following supporting documents will be accepted:

- An invoice (following a quotation previously validated by Getaround) or an expert damage report;
- A compensation document sent by the Insurer;
- An explicit letter or email of agreement sent by the Renter;

- In the event the Vehicle is stolen, proof of compensation by the Insurer.

By using the Platform, Users acknowledge and agree that:

- The Renter firmly and irrevocably undertakes to pay the amount of the Excess due upon the Car Owner's request, with no objections or exceptions based on the Rental Agreement;
- If the Renter intends to challenge the payment of the Excess, he/she may seek reimbursement against the Car Owner after having paid it;
- The Car Owner is paid through Getaround if the Renter's account balance permits.

10.2 Excess reduction

The Renter can reduce the amount of the Excess by paying for an Excess reduction option. For example, if the Renter causes £600/600€ worth of damage to a Vehicle in the economy category:

- Without the Excess reduction option, the normal excess is £800/900€, which is higher than the cost of the damage. This means the Renter will only pay for the cost of the damage, i.e. £600/600€.
- With the reduced Excess option, the Excess is reduced to £350/250€. Consequently, the Renter will only pay £350/250€ instead of £600/600€.

These options can be added during payment, or at any time before the start of the first Rental half-day, by accessing his Account > My rentals > and selecting the concerned Rental.

The Excess reduction option is not refundable and cannot be removed once taken. The Renter can add it if he/she is still within the first half-day of Rental.

The Renter cannot pay for an Excess reduction option if the Vehicle is covered by an external insurance and not by the Insurance contract. The Renter can see if the Vehicle is covered by the Insurance contract thanks to the Allianz logo present in the Vehicle listing.

The Excess reduction options only cover one damage during each Rental. If there are two damages during the same Rental, the Excess reduction option will apply to the damage with the highest repair costs and the second damage will be covered by the full Excess amount (without any reduction). Finally, the Excess reduction options do not cover the theft of the Vehicle.

The details of the Excess reduction option can be found [here](#).

11. Payment administration and pre-authorization

11.1 Payment authorization

First of all, the Renter represents that he/she has authorized Getaround to collect the different sums (Rental price, security deposit, compensation, management fees and penalties) in the name and on behalf of the Car Owner. In any case, Getaround will not play any third party payment role for problems reported by the Car Owner to Getaround more

than a month after the end of the Rental (except for traffic tickets of which the Car Owner could be legitimately unaware).

Getaround uses payment service providers (Stripe only for countries other than Germany and Austria; both Stripe and Paypal for Germany and Austria) to bank the sums collected via the Platform (for example, Rental price, mileage adjustment at the end of the Rental, or compensation for fuel levels or any compensation that one Member may owe to another under the Rental Agreement) .

Any creation of a Car Owner account on the Platform leads to the automatic creation of a payment account on the Stripe Connect service of Stripe, in order to allow Getaround to proceed to the payment of the sums due to the Car Owner (for more information, we invite you to consult this [link](#)).

All sums paid on the Platform, by a means of payment other than PayPal, are transferred to and kept by Stripe. As soon as these sums are due to the Members (end of the Rental, cancellation,...), Getaround issues a transfer order to Stripe so that the latter can transfer the sums due directly to the Member's bank details entered in his/her Getaround account.

Any sums paid on the Platform via PayPal are kept in a dedicated bank account. As soon as these sums are due to the Members (end of the rental, cancellation,...), a transfer is issued from this bank account to the Member's bank details entered on his/her Getaround account.

Because of its partnership with Stripe, Getaround can implement Customer Due Diligence and verify the identity of Users. Outstanding payments will not be made to the Car Owner, if they don't provide the information or documents requested (valid proof of ID and/or proof of address of less than 3 months)

Getaround's payment of court decisions following disputes between Users won't transit through Stripe.

11.2 Pre-authorization

The Renters agree that Getaround, via its payment administration partner Stripe, will perform a pre-authorization on the Renter's bank account through his/her credit card.

A pre-authorization is a temporary hold on funds on a credit card, not an amount debited from the bank account. However, it might appear on the Renter's bank account statement depending on the bank's policy.

The pre-authorization is made upon Booking of the Vehicle and it corresponds to an amount up to the total amount of the Excess (except if the full Excess reduction option is taken by the Renter, in such case a minimal pre-authorization is made). Once the Rental is ended, the total amount due by the Renter (including if any, additional fees such as late return, extra mileage, etc) is debited from the Renter's bank account. If that amount is lower than the amount of the pre-authorization, the remaining balance on the pre-authorization is released on the fifth day following the end of the Rental (in case of damage during the Rental or compensations and/or fees due by the Renter, the amount is released after 30 days).

11.3 Late payment penalties

Payments are due by the Renter as soon as the payment request is made by Getaround. Any late payment will result in an increase of the amount due (including taxes) per 15 days periods starting on the first day of delay. The increase is equal to 3 times the French legal interest rate effective on the billing day, unless a legitimate reason is provided by the Renter. In addition, when the User is a professional, a 40€/£40 indemnity is due to cover the recovery costs linked to any delay in payment.

12. Financial conditions: Rental Price, adjustments and penalties

The total Rental price ("Rental Price") paid by the Renter, excluding any Excess reduction option, includes:

- The amount paid to the Car Owner (the "Car Owner Payout");
- The Insurance premium (details in Article 8 above);
- The Roadside Assistance premium (details in Article 9 above); and
- The service fee paid by the Renter to Getaround (the "Renter Service Fee"), as detailed below.

The Rental Price depends on several factors, such as the duration of the Rental and the cost of Insurance (which depends notably on the Vehicle category). Additional fees will be charged to Renters in France and the UK (and potential secondary drivers in France) who are 25 years old and below.

The breakdown of the Car Owner payout is:

- The Rental Price paid by the Renter to the Car Owner;
- from which is deducted the Car Owner Service Fee (detailed below)

12.1 Principles governing the Rental Price

The Rental Price is freely set by the Car Owner, providing that the daily Rental Price (not including any reduced excess option) is not less than the following amounts in order to cover Getaround's minimum management costs to organize and assist Users with the Rentals:

- €10 per Rental day for "Eco" Vehicles (£10 in the UK) ;
- €15 per Rental day for "Comfort" Vehicles (£13 in the UK) ;
- €20 per Rental day for "Premium" Vehicles (£15 in the UK) ;
- €30 per Rental day for "Luxury" Vehicles (for France only).

It is the Car Owner's responsibility not to charge less than these minimum prices. Getaround reserves the right to refuse to validate Rentals below these amounts or, if the Rental has already begun, to suspend payment to the Car Owner until the situation has been amended.

The Rental Price consists of an hourly or daily Rental charge including a minimum mileage allowance. The Car Owner can choose not to offer hourly Rentals and have only daily Rental offers, thus opting-out of the hourly Rental option proposed by Getaround. Should the Car Owner accept to offer hourly Rentals, the hourly Rental Price will apply from one hour up to

8 hours of Rental. For one hour, it corresponds to 45% of the daily Rental Price defined by the Car Owner. For each hour from 2 to 8 hours, the additional Rental Price is 6,875% per extra hour. The Rental Price for more than 8 hours of Rental corresponds to the daily Rental Price defined by the Car Owner.

Price optimization:

- a) The Car Owner can define a fixed Rental Price or make it vary depending on which day it is (weekday VS weekend / low, medium and/or high seasons (holidays, summer,...)), and more generally can customise the Rental Price directly on his/her calendar.
- b) Based on the Rental Price defined by the Car Owner, a reduction in the daily Rental Price applies from two days up to a month of consecutive Rentals:
 - For vehicles registered in France, Germany, Spain, Belgium and Austria: the Car Owner can adjust his/her Rental Price (thus modulating the reduction proposed by Getaround) within a range defined by Getaround and which can be found at <https://fr.getaround.com/help/articles/87b75337c6f5>;
 - For vehicles registered in the United Kingdom, the reduction applied will be
 - For Connect Rentals: 5% for 2-day Rentals, 35% for 1-week Rentals and 55% for 30-day Rentals.
 - For Non Connect Vehicles: 10% for 2-day Rentals, 40% for 1-week Rentals and 55% for 30-day Rentals.
- c) Getaround proposes to the Car Owners a daily Rental price enabling to optimize their revenue notably depending on supply VS demand and the considered dates (with potential peak day of the week, peak tourist season, specific event or holiday in the area). The Car Owner remains free not to follow Getaround's recommendations provided the limits mentioned above are respected.
- d) Getaround also proposes to Car Owners the possibility to select an option named "Smart Pricing" according to which the Car Owner gives Getaround a mandate to:
 - optimize the daily Rental Price, which will be variable (depending on days, seasons, holidays and/or events)
 - define the decrease of the daily Rental price depending on the duration of the Rental.

The Car Owner remains free to stop using that option at any moment and set the Rental Price himself.

12.2 Getaround's Service Fees

- The Renter Service Fees

A Renter Service Fee is applied to each Rental and is paid to Getaround. The amount varies according to the following criteria: whether the Vehicle uses the Connect Device or not, the duration of the Rental, whether the Rental has been extended or not, and the country in which the Rental takes place. The Renters can obtain the precise amount of the Renter Service Fees by clicking on the information box next to the Rental Price before booking the concerned Rental.

- the Car Owner Service Fees

Getaround deducts the following Car Owner Service Fees from the Rental Price:

Number of vehicles owned by the Car Owner and listed on the Platform	France	UK	Spain	Belgium	Austria	Germany
Any number of Vehicles not using the Getaround Connect technology	30%	25%	25%	25%	25%	25%
1 Vehicle using the Getaround Connect technology	30%	25%	25%	25%	25%	25%
At least 2 Vehicles using the Getaround Connect technology	25%	25%	25%	25%	25%	25%

12.3 Payment of the Car Owner Payout (including any potential adjustment and compensation)

Getaround collects the Rental Price upon the Rental's booking when the Rental is validated between the Car Owner and the Renter, and collects any potential adjustment and compensation as set forth in Articles 10 and 11 at the end of the Rental.

Getaround pays the Car Owner Payout (including any potential adjustment and compensation) within 6 business days of the end of the Rental.

Getaround may suspend payment to the Car Owner if additional verifications are required or if the Renter makes a claim.

In this case, Getaround will transfer the amount due to the Car Owner (i.e. Car Owner Payout and potential adjustments and compensations:

- If an agreement is reached between the Car Owner and Renter and both can provide proof of this agreement to Getaround, or;
- If a judicial authority has made a binding decision ordering the payment of all or part of the Car Owner Payout to the Car Owner or the return of all or part of that amount to the Renter.

12.4 Adjustments at the end of the Rental

a) Mileage

At the end of the Rental, the Car Owner and the Renter carry out a mileage check. For Connect Rentals, the mileage check is done automatically through the Connect Device.

The Rental Price includes:

- For one hour of Rental: 40 kilometers (24 miles in the UK);
- From two hours to one day of Rental: 60 kilometers (36 miles in the UK) for two hours of Rental with an additional 20km for each Rental hour thereafter, thus up to 200 kilometers (120 miles in the UK) for a day of Rental;
- From one day to 30 days of Rental: 200 kilometers (120 miles in the UK) per day thus up to 1,200 kilometers (720 miles in the UK) for 30 days of Rental

In case the number of kilometers/miles driven exceeds the total included in the Rental Price, the Renter will pay additional mileage fees according to a price per extra kilometer (mile in the UK) determined by Getaround.

Part of the mileage fee is transferred to the Car Owner. The compensation per extra kilometer (mile in the UK) depends on the category of the Vehicle and is fixed as such:

- Total mileage fee charged to the Renter:

	France	Austria	Germany	Belgium	Spain	UK
Category "Eco"	€0.19	€0.19	€0.19	€0.19	€0.16	£0.23
Category "Comfort"	€0.23	€0.23	€0.23	€0.23	€0.19	£0.25
Category "Premium"	€0.31	€0.31	€0.31	€0.31	€0.25	£0.39
Category "Luxury"	€0.64					

- Share of the mileage fee transferred to the Car Owner:

	France	Austria	Germany	Belgium	Spain	UK
Category "Eco"	€0.11	€0.11	€0.11	€0.11	€0.09	£0.13
Category "Comfort"	€0.13	€0.13	€0.13	€0.13	€0.11	£0.15
Category "Premium"	€0.20	€0.20	€0.20	€0.20	€0.15	£0.22
Category "Luxury"	€0.39					

b) Fuel

At the end of the Rental, the Car Owner and the Renter carry out a fuel check. For Connect Rentals, the fuel check is done automatically through the Connect Device.

In case the fuel level is different from the one indicated during the check-in, Getaround will proceed with an adjustment either by way of extra payment taken from the Renter or reimbursement to the Renter for the extra fuel he/she puts in the Vehicle. The prices indicated on the following page will be applied: <https://en.getaround.com/fuel-prices>

If the Renter gives back the Vehicle with less fuel than when the Rental began, Getaround will charge the Renter with the following fee, and will pay to the Car Owner the following compensation for the effort to add the missing fuel:

	Total amount charged to the Renter	Compensation paid to the Car Owner
Missing/Insufficient refill fee	£0.60 per missing liter in the UK / 0.60€ per missing liter in France, Germany, Spain, Austria and Belgium	£0.20 per missing liter in the UK / 0.20€ per missing liter in France, Germany, Spain, Austria and Belgium

c) Electronic toll badges

All costs associated with the use of paid roads during a Rental shall be borne by the Renter. If the Vehicle is equipped with an electronic toll badge and the Renter uses it, the amounts charged on the badge will be invoiced to the Renter if the Car Owner asks so to Getaround and sends evidence of the toll fees to Getaround.

12.5 Compensations and associated Getaround fees

Different types of compensation and fees can be charged against the Renter in case of various behaviors or events. Getaround acts as an intermediary for the payment of compensation fees. Payment of compensation to the Car Owner is subject to the Renter's prior payment thereof.

The Renter is informed that if the Car Owner provides proof of the former's liability, the Excess, compensations and penalties will be charged directly to any payment method used on Getaround by the Renter. By accepting the Terms, the Renter authorises the payment of such compensation and penalties.

Compensations and fees applicable in the frame of Rentals are the following:

a) Late return compensation fees

If the Renter fails to return the Vehicle within the first 30 minutes following the agreed return date and time, he/she will be liable for the following late return compensation fees paid to the Car Owner:

	Total amount charged to the Renter	Compensation paid to the Car Owner
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Late return fee per started hour beyond the initially scheduled time	£15 in the UK / 15€ in France, Germany, Spain, Austria and Belgium	£10 in the UK / 10€ in France, Germany, Spain, Austria and Belgium
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Getaround grants a tolerance for the first 30 minutes after the time initially agreed the Car Owner and the Renter for the end of the Rental, and does not apply the late return fee during that period.

Outside that tolerance, the late return fee applies from the time initially agreed the Car Owner and the Renter for the end of the Rental, and a started hour is an invoiced hour: from one minute beyond the end time of the Rental initially agreed between the Car Owner and the Renter, the hourly late return fee will be charged to the Renter. The late return fee applies up to a maximum of 24 hours (i.e. the maximum total late return fee charged to the Renter is 360€ and the maximum total late return compensation paid to the Car Owner is 240€). After this period, the Car Owner shall declare the theft of the Vehicle as per Article 9.4

The late return fee is a penalty applied in addition to the price applicable to the extension of the Rental (ie based on the Rental Price).

For example, for a Rental ending at 6:00 P.M., the following fees will apply if returned late:

- If the Renter returns the Vehicle at 6:13 P.M. on the same day, the Renter will not owe any late return fee.
- If the Renter returns the Vehicle at 10:17 PM on the same day, he will owe a late return fee of 5 hours x £15 (or 15€) = £75 (or 75€) (including £50 (or 50€) paid to the Car Owner), plus 5 additional rental hours

Note that **the Getaround Insurance does not cover the Renter for damage to the Vehicle in case of late return and the repairs for any damage will be fully borne by the Renter.** In the event of a delay of more than one (1) day, **the Car Owner must report the Vehicle as stolen to the relevant authorities and must inform Getaround immediately.**

b) Compensation fee for smoking in a non-smoking Vehicle

The following compensation fee (paid to the Car Owner) for smoking in a non-smoking vehicle is applicable as follows:

	Total amount charged to the Renter	Compensation paid to the Car Owner
Compensation fee for smoking in a non-smoking vehicle	£30 in the UK / 30€ in France, Germany, Spain, Austria and Belgium	£15 in the UK / 15€ in France, Germany, Spain, Austria and Belgium

The Car Owner has 48 hours after the Rental has ended to ask for this compensation.

c) Compensation fees related to Vehicle cleanliness

A Compensation fee (paid to the Car Owner) is applicable if the exterior and/or the interior of the Vehicle is noticeably dirty, as indicated in Article 6.4 above:

	Total amount charged to the Renter	Compensation paid to the Car Owner
Compensation fee if the exterior is noticeably dirty	£45 in the UK / 45€ in France, Germany, Spain, Austria and Belgium	£30 in the UK / 30€ in France, Germany, Spain, Austria and Belgium
Compensation fee if the interior is noticeably dirty	£45 in the UK / 45€ in France, Germany, Spain, Austria and Belgium	£30 in the UK / 30€ in France, Germany, Spain, Austria and Belgium

The Car Owner has 48 hours after the Rental has ended to ask for this compensation.

d) Management fees for driving and parking tickets

A management compensation fee for driving/parking tickets received by the Car Owner for an offence committed during the Rental is applicable, in addition to the amount of the ticket:

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and Belgium
Compensation fee for the management of ticket notices	£35 (includes a £5 Getaround Service fee)	€15 (includes a €4.50 Getaround Service fee)

If the Vehicle is impounded under the Renter's responsibility, any associated costs will be charged to the Renter.

The management fee applies to each offence or traffic violation reported by the Car Owner.

In case of a ticket in Spain when the Renter is not Spanish : in all cases, the Renter shall bear the costs for the ticket (Getaround will debit the Renter and then repay the Car Owner).

- ticket without loss of points: the Car Owner will be responsible for resolving the ticket with the authority;
- ticket with loss of points: the Car Owner will be responsible for resolving the ticket with the authority, including providing the requested information to resolve it. If the

Car Owner does not possess some document or information relating to the Renter, he/she must contact Getaround.

e) Repatriation fees

At the end of a Rental (and outside of cases of accident or breakdown of the Vehicle), the Vehicle must be brought back by the Renter within a 400 meter radius of the location indicated in the Rental page in the App (i.e. the location where the Renter picked up the Vehicle unless another return location is expressly requested by the Car Owner and accepted by the Renter). Otherwise, the following compensation and fees will apply, provided it is requested by the Car Owner through Getaround's contact page within 48 hours following the end of the Rental :

Checkout distance from agreed location	Total amount charged to the Renter	Compensation paid to the Car Owner
400m to 2km (400 feet to 2 miles in the UK)	£35 in the UK / 35€ in France, Germany, Spain, Austria and Belgium	£20 in the UK / 20€ in France, Germany, Spain, Austria and Belgium
2km to 10km (2 miles to 10 miles in the UK)	£90 in the UK / 90€ in France, Germany, Spain, Austria and Belgium	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium
10km to 20km (10 miles to 20 miles in the UK)	£190 in the UK / 190€ in France, Germany, Spain, Austria and Belgium	£100 in the UK / 100€ in France, Germany, Spain, Austria and Belgium
More than 20km (more than 20 miles in the UK)	Actual repatriation costs + £60 in the UK / 60€ in France, Germany, Spain, Austria and Belgium	NA

If the Vehicle is parked in a specific private parking spot for which the Car Owner pays a fee to park his/her Vehicle, the Vehicle must be brought back by the Renter on the exact same parking space as indicated in the Rental page in the App, unless if the Renter can prove it was technically impossible to park it there (e.g. another car was already parked on the private parking spot, it was impossible to enter the parking, ...). Otherwise, the following compensation and fees will apply, provided it is requested by the Car Owner through Getaround's contact page within 48 hours following the end of the Rental:

Checkout distance from the private parking spot	Total amount charged to the Renter	Compensation paid to the Car Owner

Parked in the proper parking lot but not on the exact parking space	£35 in the UK / 35€ in France, Germany, Spain, Austria and Belgium	£20 in the UK / 20€ in France, Germany, Spain, Austria and Belgium
Outside the parking to 2 km (2 miles in the UK)	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium	£30 in the UK / 30€ in France, Germany, Spain, Austria and Belgium
2km to 10km (2 miles to 10 miles in the UK)	£90 in the UK / 90€ in France, Germany, Spain, Austria and Belgium	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium
More than 10 km (more than 10 miles in the UK)	£190 in the UK / 190€ in France, Germany, Spain, Austria and Belgium	£100 in the UK / 100€ in France, Germany, Spain, Austria and Belgium

f) Management fees for damages

Different types of management fees can be applied by Getaround against a Renter:

- In the event of a claim filed by the Car Owner against Getaround regarding a damage caused to the Vehicle (which the Renter believes is not justified), the Renter may be liable for a claims management fee to Getaround.
- If the Renter is held liable for damage caused to third parties with a Vehicle during a Rental without having officially reported it to Getaround or the Car Owner, the Renter will be liable for an Undeclared Third party damage management fee to Getaround.
- For any breakdown following normal use of the Vehicle by the Renter, the Car Owner is liable for a Breakdown management fee to Getaround.
The Breakdown Management fee is applied against the Renter if he/she is held responsible for the breakdown according to the report of an expert commissioned by the Car Owner. The Car Owner will pay for the costs of the expert's report but if the Renter is found liable of the breakdown, the costs for the expert's report will be charged to the Renter in order to reimburse the Car Owner.
- In case of Pilot Error (such as wrong fuel, empty tank, lost/broken keys), the Renter will be liable for a Pilot Error management fee to Getaround.

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and Belgium
Claims management fee	£60 / £30 if Excess reduction option is taken	€60 / €30 if Excess reduction option is taken
Undeclared Third party damage management fee	£382	€382

Breakdown management fee	£90	€90
Pilot Error management fee	£200	€200

g) Management Fees, compensation fees and penalties specific to Rentals using the Getaround Connect service

Getaround will charge a Connect Unreported Claim Management fee to any Renter who does not self-report any damage for which he/she may be held liable during the check-out procedure.

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and Belgium
Connect Unreported Claim Management fee	£90	€90

13. Geolocation and dashcams

13.1 Geolocation with the Getaround Connect Device

By subscribing to the Getaround Connect service, the Users agree that Getaround will consult the GPS position of the Vehicle before the Rentals begin to enable the Renters to locate the Vehicle, and once the Rentals end to inform other potential Renters and the Car Owner of where the Vehicle has been parked.

Getaround is also entitled to geolocate the Vehicle during a Rental if an issue appears preventing its operation (e.g. Getaround Connect Device malfunction, difficulties opening/closing the Vehicle).

This data treatment by Getaround is for the purpose of operating its basic Services, which the Users accept.

Getaround has set up restrictions in its Getaround Connect Device to protect the data privacy of the Renter of a Vehicle. The Car Owner undertakes not to use the Getaround Connect Device to try to access, store or view the private data of a Renter of the Vehicle.

13.2 Dashcams

In France and in the UK, some of the Vehicles listed on the Platform may be operating with a dash camera facing the front and rear of the Vehicle (“rear” meaning the camera will be filming the inside of the car) (hereafter the “Dashcam”). Vehicles equipped with a Dashcam are identified as such in the description on the Website and the App prior to completion of the reservation. A reminder of the presence of the Dashcam will be made in the concerned Vehicle thanks to the presence of a sticker.

The purpose of the Dashcam is to help determine more precisely each party's liability in case of damage and notably protect Renters from being liable for any undue third party claim. It is an event-triggered safety device: video recording only takes place when an incident (hard acceleration/braking/cornering, collision or distraction) occurs.

Renters can also press the 'Mark Button' on the Dashcam to record what they believe to be an unsafe event (i.e. situations that might not necessarily have triggered the Dashcam but the Renter believes could be of relevance for safety and/or security reasons). In such case, the Renter can press the Mark Button:

- once to log an event with a 'before and after' video; or
- 3 times to log an event with a 'before and after' video and send a panic alert to the Getaround Safety team immediately.

Whatever is recorded, the Renter and passenger's faces will always be blurred.

Records are only kept in the event of an incident and for a period of 30 days. They are sent directly to our insurance providers to ensure claims are processed efficiently and to protect Renters from being liable for undue third party claims.

For more information, visit [Getaround.co.uk/help/camera](https://getaround.co.uk/help/camera)

Renters and Car Owners are in no manner allowed to disable or remove the Dashcam, or attempt to do so, and more generally to cause any material action whatsoever on the Dashcam (with the exception of using the "Mark Button" for the Renters). Renters and/or Car Owners will be held liable for the cost of replacement of the Dashcam in case such actions, or attempted actions, take place.

14. Vehicle branding

Getaround may propose to Car Owners to brand their Vehicle with Getaround stickers or other branding devices.

Branding the Vehicle is subject to the Car Owner's approval but the choice of the branding devices as well as their location on the Vehicle will be made at Getaround's discretion. Also, the presence of branding devices on the Vehicle is indicated in the Vehicle listing (and photos of the Vehicle must evidence it), therefore the Rental of the Vehicle implies acceptance by the Renter of their presence on the Vehicle.

The installation and removal of the branding device can be done by Getaround (or a subcontractor commissioned by Getaround) or by the Car Owner himself. When done by Getaround, it is free of charge for the Car Owner, provided that the latter respects the installation and removal appointments set by Getaround. The Renter is not authorized to remove the branding devices.

In the event that the appointment for the installation or removal of the branding device is canceled by the Car Owner less than two (2) working days before the scheduled appointment, Getaround will charge €100 / £100 for the UK / 1,000kr for Norway as compensation for the cancellation of the appointment.

Getaround will use its best efforts to select a supplier offering high quality branding devices and presenting a minimal risk of traces on the Vehicle after removal.

However, Getaround shall not be held liable for any damage caused to the Vehicle by the branding devices in the event of circumstances independent of the quality of such devices and/or its actions (or the actions of its subcontractor) when installing and/or removing them such as, but not limited to, the exposure of the Vehicle to more extreme weather conditions than normal or to substances likely to impact the adhesive of the branding devices, and / or a paint on the Vehicle which would be particularly fragile and which would not be suitable for the installation of the branding devices. Also, the Car Owner shall be fully responsible for the installation and removal of the branding devices when done by him.

The branding of the Vehicle will not give the right to any compensation for the Car Owner, unless otherwise agreed in writing with Getaround who can grant preferential commercial conditions as a counterpart for the continued and adequate presence of the branding device(s). If such preferential conditions are granted and the installation of the branding devices is made by the Car Owner, such installation must be made strictly according to Getaround's instructions and pictures of the Vehicle must be sent to Getaround as often as required by Getaround to prove continued and adequate presence of the branding device(s). Getaround also reserves all rights to come check that presence on the Vehicle. Shouldn't the branding device(s) be present at all, be deteriorated or installed improperly, Getaround will be entitled to put an end to the preferential conditions granted to the Car Owner.

Any removal of the branding devices by the Car Owner without Getaround's prior approval will cause the loss for the Car Owner or any preferential commercial conditions that Getaround might have granted the Car Owner.

In case of removal of the branding devices by the Renter, the Car Owner shall make its best efforts to obtain the replacement of the branding device(s) from Getaround in a timely manner, otherwise Getaround will be entitled to put an end to any preferential commercial conditions that Getaround might have granted the Car Owner.

15. Taxes

Car Owners are informed that the income they earn from renting their Vehicles may be taxable. For professional Owners, incomes should be considered as professionally earned income.

In reference to the French applicable legislation, Getaround agrees to convey a document to users on a yearly basis summarizing the gross transaction which Getaround is aware of.

It is the Car Owner's responsibility to check their tax obligations and make any declarations required by the tax authorities. Getaround is in no way involved in these processes and responsibility will not be sought in this respect.

16. Intellectual Property

Getaround holds all of the intellectual property rights related to the text, graphic, sound, videographic and software elements, and all other types of elements on the Website,

including the Getaround brand, with the exception of information entered by Users. Getaround alone owns the intellectual property rights to the Website.

The Users undertake not to infringe any of Getaround's intellectual property rights. The Users may not use any of the Website's or App's features, including printing, downloading and email, for the purpose or with the effect of infringing on the intellectual property rights attached the Website/App and their components.

The Users expressly agree:

- To use the Website for the sole purpose of using the Services;
- Not to infringe any of Getaround's intellectual property rights (including its brands) whether composing the Website and/or App or not, and not to infringe any intellectual property rights held by third parties on the elements they upload to the Website and/or App;
- Not to replicate, attempt to replicate, or assist a third party in replicating the Website and/or App or any of their elements, in full or in part;
- To keep their Login private, and to make every effort to ensure that no third party can access it or illegally access all or any part of the Service in any way, shape or form;
- To immediately notify Getaround of the loss, access by a third party or disclosure of their Login.

The Users' compliance with the obligations specified above constitutes an essential condition without which Getaround would not have entered into these Terms. Accordingly, Getaround reserves the right to suspend the User's access to the Website/App and the Services, and to immediately terminate his/her Account without notice if the User does not comply with all or any of the obligations specified above, without prejudice to any damages that may be due to Getaround or any other remedy that may be used against the User.

In order to permit the provision of the Services and in accordance with the purpose of the Website and the App, the Users grant Getaround a non-exclusive license to use the following content and data they provide in connection with their use of the Services and which is necessary to execute the Services, i.e. their personal information made public to enable Rentals (For all Users: user name, photo if any is given – For Renters, year of driver's license), rating and comments on Vehicles and/or Users following a Rental, Listing information, photos of the Vehicles associated with the Rental Agreements (together the "User Content").

To enable the execution of Services by Getaround, Users authorize Getaround, throughout the entire world and for the entire duration of their contractual relationship with Getaround, in the following manner:

- to reproduce and represent all or part of such User Content on any digital recording medium, known or unknown to date, including any server, hard disk, memory card, or any equivalent medium in any format and by any process known and unknown to date, to the extent necessary for any operation of storage, backup, transmission or download related to the operation of the Website and the provision of the Services;
- to adapt and translate such User Content (in compliance with the Users' moral rights), in particular to change the formatting of the User Content for the purpose of

respecting the graphic charter of, and/or make it technically compatible for publication via, the Website and the App.

17. Liability

17.1 Users are informed and accept that the Website/App and the Services are provided *as-is*.

Getaround cannot be held liable for the incorrect functioning of the Website, App or Service, including their lack of availability, if attributable to the behavior of a User, in case of an unpredictable and insurmountable act of a third party, or in case of force majeure.

The Users declare that they accept the features and limitations of an online service, and in particular they acknowledge that:

- a. they are aware of the risks of services provided on-line, especially in terms of response time;
- b. it is their responsibility to take all necessary measures to ensure that the technical characteristics of their computer and/or network allow them to access the Website/App and use the Service;
- c. they are responsible for their actions and oversights on the Internet;
- d. it is their responsibility to take the appropriate measures to protect their own data and/or software from infection by the viruses circulating on the Internet or by any other electronic means.

17.2 Getaround can in no case guarantee the solvency of Users, including the Renters, even when the pre-authorization is used. The Users must check the identity of their contact (Car Owner or Renter, respectively), the documents of the Car Owner's Vehicle, and the Renter's driving license at the time the Vehicle is taken.

The User acknowledges and agrees that Getaround is not obliged to carry out a background check of its Users. Getaround reserves the right to verify a User's records in its sole discretion, to the extent permitted by applicable law and if it has sufficient information to identify such User.

Getaround chooses to carry out such control actions in order to offer the best possible service conditions.

Getaround may also not be held liable for removing or rendering inaccessible any obviously illicit content uploaded by a User.

As a digital platform, Getaround's role is limited exclusively to the linking of Car Owners with Renters. Given that Getaround is not a party to the Rentals, will never rent out Vehicles via the Website or the Service and is a third party to the contractual relationship formed between Users for each Rental. Accordingly, Getaround cannot be held liable for any damage suffered or caused by the Renter or the Car Owner using a Vehicle rented via the Website.

Moreover, Getaround cannot be held liable for a User's non-compliance with local regulations such as rules relating to tourism and car Rental or the so-called *Gewerbeordnung 1994* Austrian Law.

17.3 More generally, Getaround can in no way be responsible for indirect or incidental damages caused to Users in the execution of these Terms.

18. Availability of the Website and Services

The Website and the Services are available 24 hours a day, 7 days a week, except in case of force majeure or the occurrence of an event beyond the control or the will of Getaround. Interruptions may also occur due to breakdowns or due to maintenance and updating required for the proper operation of the Website and to provide the Service (hereafter "Maintenance Operation").

The Users are aware that the Website and the Service may be suspended for maintenance and updates. In this respect, Getaround undertakes to inform the Users in the occurrence of a Maintenance Operation, at the earliest opportunity and with at least 24 hours notice before it happens.

In the event of a malfunction or bug that prevents the Website from properly functioning or provision of the Service, Getaround will make its best efforts to recover the Website and/or the Service as soon as possible.

When using the Website and the Services, the Users may contact Getaround through the Website or the App in "Account > My rentals > Contact us". Problems attributable to the User's Internet access or computer equipment are not covered by this assistance.

19. Right of withdrawal

Pursuant to Article 16 (l) of the EU Directive on consumer rights No. 2011/83/EU and its respective local applications, Users do not have the right of withdrawal provided for distance and off-premises agreements.

20. Personal data

Getaround is responsible for the processing of your Personal Data that is collected through your use of our Service and Website. This means that Getaround is notably in charge of their collection, their safety and their use for the purposes that Getaround details in its [privacy policy](#) in compliance with the data protection rules. At the time of registration as a User, you consent to such processing and you warrant the accuracy of all data provided by you.

21. Exclusion of a User from the Services

The User benefits from the Service subject to compliance with the Terms, as well as any applicable laws or regulations.

Getaround may at any time and in its own right withdraw access to the Service in the event that the User fails to comply with its obligations. Getaround may suspend access to all or part of the Service and/or declare termination of the Terms, in full and without notice, in the event of a breach by the User of its obligations, of violation by the User of the rights are granted under the Terms or in the event of intrusion or impairment of the integrity of the Website

Any violation of any of the provisions of the Terms, as well as any fraud (eg identity theft, bank card misappropriation, arrears, vehicle theft, repeated or deliberate accidents or damages, bad behavior, etc.) might lead to the registration of the fraudulent User on our exclusion list by dedicated Getaround teams. Users registered on the exclusion list will no longer be able to rent a Vehicle or post a Rental Listing on the Website/App. The conditions relating to the processing of personal data on the exclusion list are set out in our Privacy Policy.

Users may, at any time and without cause, waive the Service by closing their User account.

22. Modification of the Terms

Getaround updates characteristics and features of the Website, the App and the Services to ensure their operation and quality.

Getaround can modify the Terms unilaterally at any time, in particular to comply with any changes in Getaround's Services or any legal, jurisprudential, editorial and / or technical changes. Getaround will notify Users before the amended Terms come into effect. Users may object to the new version of the Terms by closing their Account within 30 days of receiving the change notification. After this period, all changes will be considered to have been accepted. If a User does not accept the new Terms, the agreement between Getaround and said User will be terminated and the User must immediately cease using the Website, the App, and the Services.

The Terms applicable to each Rental booked with the Platform are those accessible online at the time of acceptance of the Rental by the Car Owner (either expressly or automatically if Instant Booking is activated).

The Users are reminded that it is up to them to consult the latest version of the Terms accessible on each page of the Platform before any new Rental is made.

23. Miscellaneous

The Parties are independent from each other. No Party may make a commitment in the name and on behalf of the other Party. Each Party acts in its own name and on its own

behalf. None of the provisions of the Terms may be construed as creating a company, mandate, or representative or employer-employee relationship between the Parties.

The Terms, including the rights and obligations stipulated therein, may in no case be transferred from the User to a third party.

If any clause of the Terms were proved to be invalid or abusive, the contract will remain applicable in all its provisions, except any clause found invalid or abusive, as long as it is possible without these provisions.

If one of the Parties were to waive one of the other Party's commitments or obligations, this may not be interpreted in the future as a waiver of that commitment or obligation.

For the execution of the Terms, the Parties choose the following addresses for service:

- For Getaround, at the address of its registered office, indicated in the legal notice;
- For the User, at the address provided upon registration.

24. Applicable law, jurisdiction, and mediation

The Terms are subject to French law.

In the event of a dispute concerning the interpretation or execution of these Terms, the Parties undertake to seek an amicable solution.

Any User who is a private consumer may, if need be, file complaints about our Services on the dispute resolution platform posted by the European Commission available [here](#). The European Commission will forward your complaint to the relevant national mediators. In accordance with the rules applicable to mediation, before any request for mediation, you must have previously informed Getaround in writing of any dispute in order to obtain an amicable solution.

If you are a French User, in application of articles L.616-1 and R.616-1 of the Consumer Code, you can specifically use the services of the following mediation entity selected by Getaround: CNPM - CONSUMER MEDIATION. In the event of a dispute, you can file your complaint on its website: <https://cnpm-mediation-consommation.eu> or by post by writing to CNPM - MEDIATION - CONSOMMATION - 27 avenue de la liberation - 42400 Saint-Chamond.

If no such solution can be found with a professional User, the dispute shall come under the competence of the courts and jurisdiction of the place of conclusion of the contract or the occurrence of the harmful event.