

Eloop General Terms and Conditions

Effective from 1st February 2020

1. Subject of Agreement

- 1.1 Caroo Mobility GmbH (corporate registry number (*Firmenbuchnummer*) FN 475722 t) (hereinafter referred to as "**Eloop**") operates the Eloop car sharing programme via the Eloop website (www.eloop.at) and the Eloop application for mobile phones ("**App**"). Via this App Eloop leases electric-powered vehicles ("**Vehicles**") to registered users ("**Users**") within a defined home area ("**Home Area**") shown in the App, subject to availability.
- 1.2 These General Terms and Conditions ("**GTCs**") form an integral part of the "**Master Agreement**" which governs the relationship between Eloop and the User, under which Vehicles may be leased by a User under an "**Individual Lease Agreement**". Upon conclusion of a Master Agreement and each Individual Lease Agreement (see point 4 below) the terms provided therein are supplemented by the currently applicable terms of
 - 1.2.1 the General Terms and Conditions of the Association of the insurance companies of Austria for motor vehicle third party liability insurance (*Allgemeine Bedingungen des Verbands der Versicherungsunternehmen Österreichs für die Kraftfahrzeughaftpflichtversicherung*, "**AKHB**", accessible at https://elooop.at/wp-content/uploads/AKHB_2015.pdf).
 - 1.2.2 the General Terms and Conditions for physical damage insurance for passenger cars/estate cars and lorries up to 1.5 tons payload (*Allgemeinen Bedingungen für die Kollisionskaskoversicherung für PKW/Kombi und LKW bis 1,5 Tonnen Nutzlast*, "**AKKB**", accessible at https://elooop.at/wp-content/uploads/AKKB_PKW_Donau_2016.pdf) and
 - 1.2.3 the Eloop price list (accessible at <https://elooop.at/en/pricing> and in the App in the menu item "FAQ/Terms") ("**Eloop Price List**").
- 1.3 The Master Agreement and any Individual Lease Agreements concluded between Eloop and the User are concluded in the German language. An English language version of these GTCs is provided as a convenience translation. In the event of any deviations of the German language from the English language versions of the GTCs, the German language version shall prevail.

2. Concluding the Master Agreement

- 2.1 An individual may become a User by entering into the Master Agreement.
- 2.2 In order to conclude a Master Agreement, an individual must:
 - 2.2.1 have reached a minimum age of 18 (eighteen) years; and
 - 2.2.2 hold a valid (international) driver's licence.
- 2.3 A Master Agreement is concluded by creating a user account on the registration form in the App; the User thereby offers Eloop to conclude a Master Agreement. The User shall complete the registration form thoroughly and truly, which includes at least the following data and information ("**Data**") and actions:

- 2.3.1 a valid email address;
 - 2.3.2 a password which meets criteria specified by the App;
 - 2.3.3 a photograph of the User's driver's licence, both the front and the back side of it, using the mobile phone camera;
 - 2.3.4 a photograph of his/her own face using the mobile phone's in-built camera (i.e. a selfie);
 - 2.3.5 the User's mobile phone number which shall be confirmed by entering a code received by SMS to that number;
 - 2.3.6 one or more valid means of payment ("**Means of Payment**"). A standard payment profile requires the User to own the Means of Payment; Eloop reserves the right to make a test booking (i.e. an amount is debited and credited again immediately) of up to EUR 50;
 - 2.3.7 payment of the registration fee pursuant to the Eloop Fee Policy; and
- 2.4 Eloop shall verify the above information and in particular verify the validity of the driver's licence. Provided all information are correct and the fee paid, Eloop shall confirm the User's registration (this shall constitute Eloop's acceptance of the User's offer). Eloop reserves the right to refuse the registration of a user if Eloop has reasons to suspect that the User will not comply with the Master Agreement.
- If the above information is not verified as correct by Eloop, the User's offer shall not be accepted, and any payment made shall be refunded to the User. The User may restart the registration process, and Eloop may directly contact the User to support the User during this process.
- 2.5 An individual can have one User account only with Eloop.
 - 2.6 The User must keep personal data and the Means of Payment up to date. Eloop has the right to suspend the User's ability to conclude an Individual Lease Agreement if the User's personal data or the Means of Payment is incorrect or has expired.
 - 2.7 If the User's driver's licence is withdrawn or lost, or if the User receives a driving ban, the User must notify Eloop immediately. Eloop shall immediately suspend the User's right to conclude Individual Lease Agreements for the duration of the withdrawal, loss or driving ban. A breach of this provision shall give Eloop the right to terminate the Master Agreement under clause 14.3.7.
 - 2.8 The user account remains activated for a maximum of 36 months for EU/EEA driver's licences, and for all other driver's licences 6 months. Thereafter the User must have the driver's licence verified again to activate the user account for another period of the same duration. In order to ensure the validity of the User's driver's licence throughout the term of the Master Agreement, Eloop has, from time to time, the right to request the User to verify his/her driving licence in accordance with clauses 2.3.3 and 2.3.4.

3. Mobile phone and the App

- 3.1 In order to use the App, the User must have a mobile phone that is compatible with the technical requirements of the App. When the App is downloaded, the mobile phone system automatically checks whether the mobile phone is compatible with such requirements, whereby Eloop does not guarantee such compatibility.
- 3.2 The User shall personally provide mobile data communication for the App and shall

exclusively cover any data transmission costs (including, where appropriate, foreign data roaming costs) which become payable to the User's mobile service provider. It is the sole responsibility of the User to inform himself/herself of such data transmission costs prior to downloading and using the App, whereby such costs may vary during the term of the Master Agreement.

- 3.3 It is prohibited for the User to read out, copy or manipulate the App, or to replicate the App or any function thereof, by means of information technology in order to lease or use a Vehicle in any way, or to help another person to do the same. A breach of this clause will entitle Eloop to terminate the Master Agreement, and the User shall bear the costs of any damage resulting from such breach, if any.
- 3.4 The User shall report a loss, theft or the destruction of a mobile phone on which the App has been installed to Eloop without undue delay (using the contact details) to enable Eloop to block the User's account and prevent misuse. During this time, the User shall not be able to conclude an Individual Lease Agreement. The User shall be informed by email that the account has been blocked and shall receive a link from Eloop to reset his/her password and unblock the account.
- 3.5 During the registration process, the User shall create a password to access confidential information and functions on the Website and App (e.g. finding and reserving Vehicles, viewing invoices, viewing and changing personal data).
- 3.6 The User must keep the password strictly confidential and protect them from access by any third party. The User must change the password immediately if there is reason to assume that it might have been disclosed to any third party. A breach of this provision shall give Eloop the right to terminate the Master Agreement under clause 14.3.9.
- 3.7 The User is informed that the use of the App may be of course limited the cause of which is not in Eloop's sphere of influence. This unavailability/interference/outage of the mobile network, the mobile data traffic, the GPS signal, the website or the App due to force majeure, topographic conditions or obstacles or for technical reasons (maintenance, repair, updates, software errors, overload of the network) be it directly at Eloop or another service provider necessary for the provision of the services. This can especially lead to specific services of the Master Agreement and of each Individual Lease Agreement not being available.

4. Concluding an Individual Lease Agreement

- 4.1 Only a User may reserve and lease a Vehicle. The User may not conclude multiple Individual Lease Agreements at the same time.
- 4.2 Only Vehicles which are marked as "free" on the App or Website may be reserved and leased.
- 4.3 A User may reserve a Vehicle free of charge via the App. This reservation time cannot be extended. Once expired, the User cannot reserve the same Vehicle again within a 30 (thirty) minute period. Eloop has the right to reject the reservation if the selected Vehicle is not available to meet the User's reservation request. Eloop does not assume any liability for problems incurred by the User in reserving the Vehicle. For the avoidance of doubt, the reservation of a Vehicle prevents other Users from reserving and leasing the Vehicle during the reservation time, during which the User may enter into an Individual Lease Agreement.
- 4.4 There may be a deviation between the actual and the indicated location of the Vehicle due to inaccuracies of the GPS signal. Eloop does not assume any liability for such

inaccuracies or the inability of the User to find the Vehicle.

- 4.5 Before entering into an Individual Lease Agreement, the User must confirm that they have sufficient credit available on their Means of Payment. If, after terminating the Individual Lease, it is determined that there is insufficient credit to pay, they may be liable for any fees to claim the amount outstanding in accordance with clause 9.13.
- 4.6 An Individual Lease Agreement for the use of a Vehicle shall be concluded between Eloop and the User as follows:
 - 4.6.1 the User shall select a Vehicle in the App; the prices applicable for the chosen Vehicle can be found in the Eloop Price List ("**Hire Price**")
 - 4.6.2 when in the proximity of the Vehicle, the User shall send a request using the App to start the lease of the Vehicle;
 - 4.6.3 the App will verify the status of the Vehicle and the User . This shall constitute the offer from Eloop; and
 - 4.6.4 the User shall click the button in the App to accept the Hire Price, which will unlock the doors. This shall constitute the User's acceptance of Eloop's offer which constitutes the execution and the entry into force of an Individual Lease Agreement.

Pursuant to clause 9.1, the Lease Fee will start to be incurred immediately upon the User unlocking the Vehicle's doors.

- 4.7 After unlocking the Vehicle's doors but before starting the motor and driving off, the User must check the Vehicle for any visible defect, damage, or gross soiling, and must report these still before starting the motor to Eloop by telephone or via the damage report function integrated in the App, detailing the nature and seriousness of the defect, damage or soiling.

If the User fails to make such report, Eloop has the right to claim damages from the User for possible additional costs required for investigating the author of the damage caused by negligence. The User must provide all information completely and truthfully. Eloop has the right to prohibit the use of the Vehicle if it has reasonable ground to believe that the defect, damage or gross soiling impairs driving safety.

- 4.8 Eloop has the right to prohibit any further use of the Vehicle if the User has breached any term of the Master Agreement or an Individual Lease Agreement concluded thereunder. This includes in particular any term of clause 5.
- 4.9 The term of the Individual Lease Agreement shall commence upon entering into the Individual Lease Agreement under clause 4.6 and shall end:
 - 4.9.1 either when the User has properly terminated the lease pursuant to clause 8; or
 - 4.9.2 if Eloop terminates the Individual Lease Agreement unilaterally in accordance with these GTCs.
- 4.10 Eloop has the right to take back the Vehicle and replace it with a Vehicle of the same price category at any time for reasonable grounds, in coordination with the User.

5. **Duty of care to the Vehicle**

- 5.1 The User must at all times treat the Vehicle with care and in a gentle manner, in particular regarding both the exterior and interior appearance, as well as its technical functionality.

- 5.2 During the lease, the User shall:
- 5.2.1 carry their valid driver's licence with them;
 - 5.2.2 obey all statutory requirements in connection with the usage of the Vehicle, in particular under the Road Traffic Order (*Straßenverkehrsordnung*), to the extent they are not assumed by Eloop under this Master Agreement;
 - 5.2.3 obey all instructions of the police and any other government authorities;
 - 5.2.4 obey all provisions in clause 7 specific to keeping, driving and recharging electric vehicles;
 - 5.2.5 observe the provisions of the manufacturer's operation manual and the specified maximum speed;
 - 5.2.6 when transporting goods, make best efforts to minimise damage to the exterior and interior of the Vehicle associated with their loading, unloading and transportation;
 - 5.2.7 notify Eloop immediately of any damage resulting from violence or accident or of any gross soiling of the interior or exterior of the Vehicle;
 - 5.2.8 generally protect the Vehicle against theft (windows must be closed and the central locking locked);
 - 5.2.9 check the tyre pressure on extended trips at regular intervals and, if necessary, adjust them at the cost of the User;
 - 5.2.10 ensure that the Vehicle is not used if a typical driver of a motor vehicle (§ 1299 Austrian Civil Code (*Allgemeines Bürgerliches Gesetzbuch*)) has the impression or must have the impression of the exterior appearance of the Vehicle that it is not or could be not ready for operation and in no roadworthy condition; in case of doubt, the Vehicle must not be used; and
 - 5.2.11 stop immediately if a warning light flashes up in the dashboard display and contact Eloop to confirm whether the trip may be continued.
- 5.3 During the lease, the User must not:
- 5.3.1 use the recharging card for any purpose other than to recharge the Vehicle. If a User breaches this requirement, Eloop may charge the User for any costs incurred on the recharging card;
 - 5.3.2 deactivate the passenger airbag, unless this is necessary to transport children or babies with a necessary seat elevation and/or child seat. The User shall observe all instructions of the Vehicle manufacturer relating to the installation of baby seats. After the end of a Lease, the User must re-activate the passenger air bag;
 - 5.3.3 use the Vehicle to transport objects or substances that might impair driving safety or damage the interior of the vehicle due to their nature, size, form or weight;
 - 5.3.4 take animals into the Vehicle, unless they are in a closed cage that is safely placed in the boot, and protects the Vehicle from damage or soiling;
 - 5.3.5 grossly soil the Vehicle or leave any kind of waste in the Vehicle;
 - 5.3.6 remove Vehicle accessories, in particular the recharging card and charging cable, warning vests, warning triangle, first aid kit and spare tyre, from the

Vehicle, with exception for normal usage in the case of recharging or in an accident or emergency:

- 5.3.7 allow any other individual to drive the Vehicle (unless there is an emergency situation with respect to the health of the passengers or the Vehicle, which is, however, limited to the shortest distance necessary to safely avert such emergency situation);
 - 5.3.8 drive the Vehicle outside the European Union, unless Eloop explicitly authorised such use in advance. Each Vehicles is fitted with electronic sensors which report crossing the external borders of the European Union to Eloop. For clarification: (i) the Vehicles must not be driven in EEA countries (i.e. Norway, Iceland, Switzerland or Liechtenstein), and (ii) Vehicles may not be driven on roads outside European Union which form part of a trip starting and ending in the European Union (e.g. driving from Germany to Italy, passing through Switzerland).
 - 5.3.9 use the Vehicle for cross-country trips, off-road driving, motor sports events or races of any kind, including drag-racing;
 - 5.3.10 use the Vehicle for vehicle tests, driving trainings or for transporting persons on commercial terms or commercial transports (e.g., courier services, pizza delivery), unless agreed in advance with Eloop in writing;
 - 5.3.11 use the Vehicle to transport easily inflammable, poisonous or otherwise hazardous substances to the extent they significantly exceed household quantities, unless agreed in advance with Eloop in writing;
 - 5.3.12 smoke or allow others to smoke in the Vehicle, in particular when individuals under the age of 18 (eighteen) years old are in the Vehicle;
 - 5.3.13 drive the Vehicle under the influence of alcohol, drugs or pharmaceuticals which might impair his/her fitness to drive. A strict ban on alcohol (0.0‰) applies;
 - 5.3.14 allow others to consume alcohol or drugs in the Vehicle; or
 - 5.3.15 use the Vehicle to commit criminal offenses.
- 5.4 A breach of any of the prohibitions in clauses 5.3 shall give Eloop the right to terminate the Master Agreement and any Individual Lease Agreement concluded thereunder in accordance with clause 14.3.10.
- 5.5 For damages caused by a negligent violation of this point 5 Eloop shall invoice at return to the lease provider in addition to the actual costs for the remedy of such damage also the labour costs, a possible loss of leases for the period of the remedy during which the Vehicle could not be leased, and – provided the Vehicle is a leased vehicle – a possible loss in value occurred despite the remedy.

6. Parking during an Individual Lease Agreement

- 6.1 The User may park the Vehicle at any time during the Individual Lease Agreement – also outside the Home Area – without terminating such Individual Lease Agreement. The User must ensure that the Vehicle is protected against theft (windows must be closed and the central locking locked).
- 6.2 The time during which the Vehicle is parked will be invoiced to the User pursuant to point 9.

- 6.3 Since all costs incurring during parking, e.g. administrative fines, towing costs and costs due to trespass to land/interference with possession or ownership (see point 10.2 for details) must be borne by the User, the User is recommended:
- 6.3.1 to find out about Eloop's authorised parking possibilities and to only use such;
 - 6.3.2 to observe the Road Traffic Act (*Straßenverkehrsordnung*);
 - 6.3.3 to ensure the Vehicle is only parked in a parking space permitted for the User, observing the applicable house rules/terms of use, whereby the following parking spaces are considered prohibited ("**Prohibited Parking Spaces**"):
 - 6.3.3.1 Resident's parking spaces (*Anwohnerparkplätze*) which are reserved for the residents owning a parking licence (e.g. the Viennese *Parkpickerl*) for the respective district: to Eloops best knowledge, such parking spaces are marked with a sign "Anwohnerparken ..." in addition to the regular parking/stopping restriction signs;
 - 6.3.3.2 Places where parking is forbidden on certain days or at certain times, including loading zones and delivery zones;
 - 6.3.3.3 places where a parking restriction sign was installed, yet the restriction has not yet become effective (e.g. parking restrictions limited in time due to events, removals or movings); or
 - 6.3.3.4 all areas which constitute a risk for other road users and the general public (e.g. pavements, crossings, pedestrian crossings).
 - 6.3.4 The User is solely responsible for any parking fees.

7. Electric vehicles and recharging

- 7.1 The Vehicles are all electric-powered and are equipped with:
- 7.1.1 a Wien Energie recharging card located in either the centre console or glove box, which allows the User to recharge the Vehicle for free during the lease at any public Wien Energie recharging point located within the Viennese Home Area; and
 - 7.1.2 a recharging cable which is stored in the boot.
- Before starting a journey, the User must check that the recharging card and recharging cable are in the Vehicle. The User must immediately report either a missing recharging card or recharging cable to Eloop.
- 7.2 Electric vehicles have restricted ground clearance. This must be considered during use, for example when driving into underground car parks or when driving over obstacles, as otherwise the Vehicle may be damaged. For this reason, the Vehicle must not be overloaded. The User must inform himself/herself of and act in accordance with the characteristics of the specific Vehicle, including the maximum payload, which are detailed in the Vehicle handbook.
- 7.3 In the event of an accident, the User must notify the police and/or fire service that an electric vehicle has been involved in the accident.
- 7.4 Electric vehicles do not make a noise whilst operating or driving. They are more difficult for other road users to notice and therefore the User must pay greater attention to pedestrians, cyclists and other vehicles.

- 7.5 The User may recharge the Vehicle during the lease using the recharging cable, whereby:
- 7.5.1 if the User recharges a Vehicle at a public Wien Energie recharging point in the Home Area, the User may recharge the vehicle for free by using the recharging card located in the Vehicle; and
 - 7.5.2 if the User recharges a Vehicle at any recharging point which is not operated by Wien Energie or operated outside of the municipal area of Vienna (including on private premises), any costs incurred must be paid by the User and may not be claimed from Eloop.

In recharging the Vehicle, the User must park the Vehicle in accordance with clause 6; it is noted that the user is currently not allowed to terminate the leasing of a Vehicle at a recharging point (see point 8.1.2.2). A description of how to recharge the Vehicle is available on the Website and in the App in the "FAQ" section.

- 7.6 When recharging the Vehicle, the User must inform himself/herself and obey all usage instructions of the recharging point operator, which may be displayed on the recharging point or on a dedicated website of the operator. These instructions shall include the maximum permitted parking time after fully recharging the Vehicle. Any penalties incurred by a breach of these instructions must be paid by the User and may not be claimed from Eloop.
- 7.7 During the lease, the battery capacity and the remaining distance of the Vehicle will be continuously displayed on the Vehicle instrument panel. If the remaining distance is less than 10 (ten) kilometres, the User must park the Vehicle in a Permitted Parking Space (as defined in clause 8.1.2) and end the lease when safe to do so.
- 7.8 If the remaining distance of the Vehicle does not exceed a minimum of 7 (seven) kilometres, Eloop shall have the right to charge the User possibly incurring towing fees to bring the Vehicle to a recharging point.

8. Termination of an Individual Lease Agreement

- 8.1 In order to end the lease and thereby terminate an Individual Lease Agreement, the User must:
 - 8.1.1 inform himself/herself about the parking options approved by Eloop in Vienna;
 - 8.1.2 park the Vehicle properly within the Home Area and freely accessible for everybody observing the applicable road traffic provisions and regulations in a paying or non-paying public car park ("**Permitted Parking Space**") whereby the following parking spaces are no Permitted Parking Spaces:
 - 8.1.2.1 Prohibited Parking Spaces (see point 6.3.3);
 - 8.1.2.2 recharging point parking spaces, irrespective of whether the Vehicle is connected to a recharging point via a charging cable or whether it is just parked on a parking space attributed to a recharging point;
 - 8.1.2.3 private or commercial areas (e.g. car parks, backyards etc) which are not explicitly marked as areas of Eloop;
 - 8.1.2.4 parking spaces of shopping centres, supermarkets, restaurants etc as well as of universities and similar institutions.
 - 8.1.3 return the recharging card to either the centre console or glove box and re-

- turn the recharging cable to its designated storage place;
- 8.1.4 return the car key in the Vehicle, if applicable;
- 8.1.5 ensure that the parking brake has been put on, all windows and doors have been fully closed and all lights have been switched off; and
- 8.1.6 to make sure that no waste or gross soiling is left in the Vehicle.
- 8.2 The limits of the Home Area can be viewed at any time on the Website and in the App. Where available on the specific Vehicle model, a light in the interior of the Vehicle will indicate whether the Vehicle is within the Home Area, lighting green when inside the Home Area and lighting red when outside, and an audible warning will be played when the Vehicle leaves and enters the Home Area. The display on the Website and the App and the Vehicle display serve only as orientation and shall not form the basis for any claim. Where the Vehicle is unable to detect that it is in the Home Area, the User must relocate the Vehicle accordingly in order to terminate the Individual Lease Agreement.
- 8.3 When the Vehicle is parked, the User may terminate the Individual Lease Agreement via the App. If the App cannot be used, for whatever reason (e.g. the battery of the mobile phone is empty), the User may terminate the Individual Lease Agreement alternatively per e-mail stating the number plate, via the website www.eloop.at/en/contact or by calling the hotline. The doors will not lock if the Vehicle does not register as being located in the Home Area, the parking brake is not on, all lights are not off, all windows are not closed, and all doors are not closed. The User must ensure that the doors are centrally locked after ending the lease (and therefore the Individual Lease Agreement is terminated). The User is obliged to ensure that the termination of the lease is fully effected by verifying whether the Vehicle he just used is again shown as available in the App. If the User leaves the Vehicle without terminating the Individual Lease Agreement, the Individual Lease Agreement shall continue at the expense of the User.
- 8.4 If the lease cannot be terminated, the User shall immediately telephone Eloop and remain with the vehicle until Eloop has made a decision on how to proceed. Following a review, any additional lease costs incurred shall be reimbursed by Eloop if the User is deemed not at fault.
- 8.5 If the User fails to return the Vehicle or the recharging card together with the Eloop Vehicle upon termination of the Individual Lease Agreement, the User must return all accessories to Eloop no later than 12 (twelve) hours after termination of the Individual Lease Agreement.
- 8.6 In case of an accident after which the Vehicle can no longer be moved, point 11.8 applies.

9. Payments and invoicing

- 9.1 The User shall pay to Eloop the lease fee ("**Hire Fee**") as applicable pursuant to the Hire Price. The duration shall be invoiced based on the time taken from unlocking the Vehicle and termination of the Individual Lease Agreement, rounded up to the next full minute ("**Lease Duration**").
- 9.2 The Hire Prices are end prices that include the applicable statutory VAT.
- 9.3 The Lease Fee shall be due immediately after the termination of the Individual Lease Agreement, and shall be debited directly from the User's Means of Payment. Where the lease lasts longer than midnight Eloop is entitled to invoice the amount in the

meantime and to debit the Means of Payment.

- 9.4 After termination of an Individual Lease Agreement, Eloop shall send the User an overview of the journey by email to the User's registered email address. The User may additionally access invoices for the journey on the App and Website.
- 9.5 If the Vehicle is not fit for use even though it was marked as "free" on the Website of the App, no Lease Fee will be charged to the User.
- 9.6 If the Vehicle is parked in accordance with clause 6, the User shall continue to be charged for the duration the Vehicle has been parked at the full Hire Price.
- 9.7 During the term of the Master Agreement, the User can acquire credit balances, in particular such may be granted by Eloop to a User during the course of promotional activities. The terms and conditions of the particular promotion shall apply.
- 9.8 If a User receives a credit balance, it will be credited to the User's account within 3 (three) working days. Funds and free minutes are issued to a specific User and cannot be transferred between different User accounts. Funds and free minutes have no monetary value, can be used solely for the usage of a Vehicle during an Individual Lease Agreement, and may not be paid out in cash.
- 9.9 If the User's account contains a credit balance, the relevant credit balance will at first be consumed for the User's usage. The credit may, however, not be used for the fee for unlocking or any liability limitations pursuant to point 10.4. Credits expiring the soonest will be consumed first. Should a User not have sufficient credit balance to pay for the total Hire Fee incurred for an Individual Lease Agreement, the User shall be charged the outstanding Hire Fee for the remaining Lease Duration in accordance with clause 9.1.
- 9.10 The User can view the current status of credit balance and/or free minutes at any time in the App or on the Website. Any credit balance and free minutes not used by the User within the validity period shall be forfeited.
- 9.11 Unless charged pursuant to point 9.4, Eloop shall debit, or arrange for the charging of, the Hire Fee and/or any charges and/or penalties directly from the Means of Payment within a period of 5 (five) working days after the Lease Fee due date.
- 9.12 The User shall ensure that the Means of Payment has sufficient cover.
- 9.13 If the outstanding Hire Fee and/or any charges and penalties:
 - 9.13.1 cannot be debited from the Means of Payment; or
 - 9.13.2 is charged back by the bank or the debit is refused by the bank and the User is responsible for this,

the User shall pay the additional expenses incurring therefrom and, subsequently, a dunning charge in accordance with the Eloop Fee Policy. Until the amount outstanding has been paid to Eloop in full, the User will be blocked from entering into any new Individual Lease Agreements.
- 9.14 If the outstanding Lease Fee and/or any charges and penalties cannot be recovered from the User's Means of Payment within 10 (ten) days of Eloop first debiting or causing to be debited in accordance with clause 9.11, Eloop shall be entitled to claim the amount outstanding plus 4 % (four percent) interest per annum in accordance with the relevant provisions of the Austrian Civil Code (*Allgemeines bürgerliches Gesetzbuch*).
- 9.15 The User shall only be entitled to a set-off against claims of Eloop if Eloop is insol-

vent, or the User's counterclaim is in legal connection with the User's liability, has been judicially confirmed or recognised by Eloop. Customers who is a trader (*Unternehmer*) under § 1 of the Consumer Protection Act (*Konsumentenschutzgesetz*) do not have a right to any set-off.

10. Liability of the User and insurance

- 10.1 The User shall be liable for damage to the Vehicle, the loss of the Vehicle and/or breaches of the Master Agreement or an Individual Lease Agreement concluded thereunder for which the User is culpable. The User's liability shall also extend to additional claim costs caused by the User such as towing costs, costs of expert witnesses, loss of value and loss of rental income.
- 10.2 If, as a result of a breach of law, particularly breaches of traffic and administrative rules during the Individual Lease Agreement and in connection with parking of the Vehicle, or interference with possession, (a) a penalty is imposed, (b) the Vehicle is (officially or privately) towed and costs are charged, and/or (c) the interference with possession or ownership is asserted by formal notice or by a claim, this shall be borne by the User. This means: Eloop
- 10.2.1 is not obliged to file an appeal or make use of any other judicial remedy, and
- 10.2.2 will forward the received document (rule, decree, order, official letter, formal notice, claim, suit etc) immediately after having received such to the User and it is to the User's discretion to fight such correspondence/document on his own and at his own expenses (if necessary, Eloop will provide the legal representative of the User with a power of attorney). If the User refrains from submitting an appeal or if such appeal is unsuccessful and therefore the amounts become due, the User shall be exclusively liable for the payment of such amounts and the User shall indemnify Eloop therefrom.
- 10.3 All Vehicles are covered by third party liability insurance. Furthermore, the liability for damage to the Vehicle shall be limited for the benefit of the User, corresponding to fully comprehensive cover including partially comprehensive cover with an excess as described in the following provisions. Only the User shall benefit from the insurance cover and the limitation of liability.
- 10.4 The User's liability resulting from accidents for damage to Eloop is generally restricted to an amount defined in the Eloop Price List, unless Eloop and the User have explicitly agreed in writing. Before unlocking the Vehicle doors, the User may buy an additional protection package for an Individual Lease Agreement via the App whereby the User's liability is still further limited for a certain journey time, the prices and the validity being listed in the Eloop Price List too. After unlocking the Vehicle doors, it is no longer possible to book an additional protection package for the Individual Lease Agreement.
- 10.5 This contractual limitation of liability shall not apply if the damage was caused maliciously or through gross negligence on the part of the User or an unauthorised individual to whom the User enabled usage of the Vehicle.
- 10.6 Furthermore, the following damage to the Vehicle shall not be covered by this exemption from liability:
- 10.6.1 damage caused by grossly negligent or intentional breach against the duties pursuant to point 5;
- 10.6.2 damage caused by ending the Individual Lease Agreement where the Vehicle

- has less than 5 (five) km remaining distance;
- 10.6.3 damage (jointly) caused by the User under the influence of alcohol, drugs or medication which could adversely affect his/her ability to drive;
- 10.6.4 damage caused by the User's breach of the smoking ban in the Vehicle;
- 10.6.5 damage caused by the malicious or grossly negligent breach of the User's duties under this Master Agreement or an Individual Lease Agreement concluded thereunder, in particular through use by an unauthorised driver or use for an illegal purpose;
- 10.6.6 damage in which the User breaches his/her duty in the event of an accident as set out in § 4 of the Road Traffic Act (*Straßenverkehrsordnung*) (hit and run) or in case of a liability pursuant to 11.1;
- 10.6.7 damage in relation to which the User maliciously or through gross negligence provides incorrect details to Eloop or the police relating to the circumstances, causes and consequences of an accident;
- 10.6.8 damage which the User causes without holding a valid and current driving licence; and
- 10.6.9 damage caused during unauthorised trips in countries outside the European Union.
- 10.7 Conversely, the agreed excess per claim shall remain in force if the breach of duty was neither the cause of the claim nor for the establishment or scope of the damage suffered by Eloop.
- 10.8 If no (partial) limitation of liability described in the provisions above applies for the User, the User must reimburse Eloop for the entire damage which has been negligently caused. If the User is culpable for the damage, Eloop shall be entitled to invoice the verified level of the claim as well as personnel expenses, and general expenses and futile costs of each damage caused.

11. Duties of the User in case of accident, theft etc.

- 11.1 It is noted that certain duties exist due to the applicable insurance laws and terms and conditions in case of any kind of damage (which include, in particular, accidents, damages caused by game animals, also fire) and disappearance/loss of the Vehicle (in particular theft) ("**Case of Damage**") (see Article 9.3 AKHB and Article 5.2 AKKB), a grossly negligent or intentional violation of which releases the insurance company from its liability to perform, irrespective whether a limitation of liabilities existed (unless a duty was not violated with the intention to influence the insurer's liability to perform or the finding of facts relevant for the insurer's liability to perform have not been prejudiced, to the extent such violation did neither affect the identification of the Case of Damage, nor the ascertainment or the scope of the insurer's liability to perform, § 6 para 3 VersVG). If, as a consequence of such violation, the insurance company refers to its release from liability to perform and if Eloop itself has not grossly negligently or intentionally breached said duties, the User is responsible to assert any claims at his own expenses in a Case of Damage during the leasing (if necessary, after claims have been assigned to the User). If the User refrains from doing so or if the appeal or the remedy taken is unsuccessful, the user is liable irrespective whether limitations of liability, if any, exists for any and all damages incurred vis-à-vis Eloop (including possible own necessary and reasonable legal costs). In order to prevent an insurer's release from liability to perform, the following duties are

agreed.

- 11.2 The User must immediately notify Eloop by telephone in the event a Case of Damage occurred, providing as detailed information of the facts as possible, regardless of whether the User is responsible for such occurrence or not. The User shall furthermore immediately give notice of any claims asserted by thirds, be it a claim out-of-court (*außergerichtlich*) or a claim to the court, and if administrative or court proceedings have been opened in connection with the Case of Damage after having become aware thereof. The User undertakes to ensure that all reasonable action required to reduce the damage and ensure that evidence of such an event is taken and passed onto Eloop, and to contribute to the finding of facts as far as possible.
- 11.3 In addition, the User must ensure that all accidents involving a Vehicle during the lease are recorded by the police, even if there had been no injured persons, but only pure property damage (§ 4 para 5a of the Road Traffic Order (*Straßenverkehrsordnung - StVO*)). If the police refuse to record the accident, the User must report this to Eloop immediately by telephone and provide verification in suitable form (e.g. confirmation from the police or details, including date and time, which police station was notified but refused to record the damage). In such a case, the User must follow all instructions from Eloop on how to proceed. This shall apply regardless of whether the User or a third party was responsible for the accident.
- 11.4 The User must not leave the scene of the accident until:
- 11.4.1 the police record has been completed (or, if no police record is possible, Eloop has been informed);
 - 11.4.2 by agreement with Eloop, action has been taken to secure evidence and reduce the damage; and
 - 11.4.3 the Vehicle has been handed over to a towing contractor or, by agreement with Eloop, the Vehicle has either been secured elsewhere or the User continues to drive it. The journey may only be continued with the express consent of Eloop.
- 11.5 Eloop shall not be liable for any claims made by a User for any damages incurred during the time the User has waited at the scene of the accident.
- 11.6 If (1) nobody has been harmed by the accident, but pure property damage incurred, and (2) such property damage is only small defect in paint work (scratches and similar) and (3) the name and address of the other persons involved in such accident, as described in § 4 para 5 StVO have been exchanged, it shall not be necessary, in deviation from point 11.3, to have the accident recorded by the police. In such a case, however, the User undertakes to report this damage to Eloop without delay, and to send a true and complete accident report, again without delay (yet no later than within five days), normally available in the Vehicle (if no report is in the Vehicle, such report shall be downloaded online or requested from Eloop) which – if possible – should be signed by all the parties involved in the accident. Late notice may lead to the insurance company relying on release from liability to perform.
- 11.7 If the vehicle has been damaged by unknown third parties (e.g. parking damage, hit and run accident), the User must immediately notify the nearest police station, even if the damage is minor, and request that the damage be recorded (see clause 11.3 for the procedure in the event that the police refuse to record the accident). In the event that the User damages the vehicle of a third party who is not present, the User also undertakes to make a report to a police station as soon as possible.

- 11.8 In the event of an accident, the Individual Lease Agreement shall not terminate until it is terminated correctly under clause 8. If the Vehicle is no longer drivable or road-worthy as a result of the accident, the Individual Lease Agreement may be terminated, by agreement with Eloop, when it is handed over to a towing contractor. If the User is not to blame for the accident, and if he/she is not permitted by Eloop to continue the journey with the Vehicle, no lease charges shall be charged from the time of the accident to the time of the termination of the Individual Lease Agreement.
- 11.9 The User must not admit any guilt or make any similar statements without prior agreement with Eloop. The User must not jeopardise the insurance coverage by preempting any liability by making payments or other settlement actions with which he accepts liability and/or admits guilt. Any action of the User not complying with this clause shall only apply directly to the User. Neither Eloop nor the insurance company shall be bound by such admission.
- 11.10 Unless the relevant Vehicle is in Eloop's ownership and not leased by it, Eloop itself is obliged vis-à-vis the lessor to have the Vehicle repaired at a branded garage in accordance with the manufacturer's guidelines. In such a case Eloop has therefore the exclusive right to select a competent repair workshop. Compensation payments for damage to the Vehicle shall be payable exclusively to Eloop. If the User has received such payments from third parties, the User must immediately forward them to Eloop.

12. Liability of Eloop

Eloop is liable (i) always for cases of death and bodily injuries caused, and (ii) for all other damages only to the extent Eloop had caused such damages intentionally or with gross negligence or where a liability pursuant to product liability act (*Produkthaftungsgesetz*) exists.

13. Lost property

- 13.1 Eloop does not assume any liability for items left in the Vehicle after the Individual Lease Agreement has ended. This does not apply in case of intention or gross negligence of Eloop.
- 13.2 The User is aware that items left in the Vehicle may be found by other Users and that it generally relies on the other User to inform Eloop thereof and/or to hand over such lost property to Eloop.
- 13.3 Eloop will keep objects which have been found in a Vehicle for a maximum of 2 (two) weeks and use its best efforts to identify the presumptive owner. Eloop may require an individual claiming to be the actual owner to provide reasonable evidence that he/she is the actual owner of such item. Despite such reasonable investigations, Eloop shall not be held liable for any damages caused by light negligent and incurred by disposing of the item to an individual other than the actual owner.
- 13.4 If a User does not enquire or cannot be identified within the said period of time the objects will be handed over to the lost and found service (*städtisches Fundservice*) competent for the Home Area. If the lost property is shipped to the User, he/she shall bear a reasonable additional fee for the shipping.

14. Term and termination of the Master Agreement

- 14.1 The Master Agreement shall be concluded for an indefinite period.
- 14.2 Either Party may terminate the Master Agreement upon 2 (two) weeks' notice in

writing (e.g. letter or email) as per the end of each calendar month.

- 14.3 Eloop may terminate the Master Agreement without a notice period if the User:
- 14.3.1 defaults on 2 (two) payments due despite reminder;
 - 14.3.2 stops payments in general and without any legal basis;
 - 14.3.3 is a business under § 1 of the Consumer Protection Act (*Konsumenschutzgesetz*) and has defaulted on payments due;
 - 14.3.4 makes false statements or omits facts when registering or in the course of the contractual relationship, making it unreasonable for Eloop to continue the Agreement;
 - 14.3.5 a (new) verification of the driver's licence fails;
 - 14.3.6 despite written warning from Eloop, continues to be in serious breach of the Master Agreement or does not immediately remedy consequences already arising from such breaches;
 - 14.3.7 fails to immediately notify Eloop of the withdrawal or loss of his/her driver's licence, or of the issuance of a driving ban, in breach of clause 2.7;
 - 14.3.8 reads out, copies or manipulates the App, or replicates the App or any function thereof, by means of information technology in order to lease or use a Vehicle in any way, or to help another person to do the same, in breach of clause 3.3;
 - 14.3.9 passes on their User account password to another individual, in breach of clause 3.6; and
 - 14.3.10 breaches any of the prohibitions in clauses 5.3 .
- 14.4 If Eloop terminates the Master Agreement without notice:
- 14.4.1 all Individual Lease Agreements shall be terminated; and
 - 14.4.2 the User's access to Vehicles will be blocked immediately upon notification of termination by Eloop to the User, and
- 14.5 In case of point 14.4, Eloop may claim from the User in particular:
- 14.5.1 to immediately terminate the journey, as described in point 8.1, whereby the route and the time should be as short as possible, and/or to return the keys. Should the User fail to return the Vehicle immediately, Eloop is entitled to take possession of the Vehicle at the User's expense; it is noted that the further use of the Vehicle is not authorised by Eloop, and this may constitute an offence pursuant to § 136 Austrian Criminal Code (*Strafgesetzbuch – StGB*) for which a complain would be made immediately;
 - 14.5.2 to invoice the time between the end of an Individual Lease Agreement and the end of a journey or the return of the keys in the amount of the Hire Price; and
 - 14.5.3 claim for damages, whereby Eloop shall charge the User for any damage actually caused.
- 14.6 After notification of the User Eloop has the right (1) to suspend the provision of services under the Individual Lease Agreement, if, contrary to point 9.13, the Means of Payment has no sufficient coverage and (2) to proceed as described in point 14.5.

15. Privacy policy and data protection

Eloop strictly adheres to its privacy policy, which is available on <https://elooop.at/en/privacy-policy/> or the App.

16. General provisions

- 16.1 The Master Agreement and any Individual Lease Agreement concluded thereunder shall be construed and governed by Austrian law.
- 16.2 Where the User is:
- 16.2.1 a business (*Unternehmen*) in the meaning of § 1 of the Consumer Protection Act (*Konsumentenschutzgesetz*), the courts of Vienna, Austria shall have exclusive jurisdiction to settle any dispute under the Master Agreement or an Individual Lease Agreement concluded thereunder; and
- 16.2.2 a consumer (*Verbraucher*) in the meaning of § 1 of the Consumer Protection Act (*Konsumentenschutzgesetz*), the courts of the domicile or habitual residence or place of employment of the User shall have exclusive jurisdiction to settle any dispute under the Master Agreement or an Individual Lease Agreement concluded thereunder. If such domicile or habitual residence or place of employment is not in Austria, the courts of the first district of the City of Vienna, Austria shall have exclusive jurisdiction.
- 16.3 The Master Agreement, the Individual Lease Agreement and these GTCs, including this clause, may be changed or amended only after explicit agreement of both parties.
- 16.4 Should one or several provisions of these GTCs be or become invalid or void, this shall not affect the validity of the remaining provisions.

17. Right of withdrawal

- 17.1 In accordance with § 11 of the Distance Sales Act (*Fern- und Auswärtsgeschäftegesetz*), the following text advises you, the User, on your rights to withdraw from this Master Agreement.

Instructions on the Right of Withdrawal

Right of withdrawal

You, the User, have the right to withdraw from this Master Agreement within 14 (fourteen) days without giving any reason.

The withdrawal period will expire after 14 (fourteen) days from the day of the conclusion of the Master Agreement.

To exercise the right of withdrawal, you must inform us (Caroo Mobility GmbH, Prater Straße 1, 1020 Vienna, Austria, telephone number: +43 660 600 2990, email address: office@elooop.at) of your decision to withdraw from this Agreement by an unequivocal statement (e.g. a letter sent by post or email). You may use the below model withdrawal form, but this is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this Master Agreement, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 (fourteen) days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this Master Agreement, in comparison with the full coverage of the Master Agreement.

Model withdrawal form

(If you wish to withdraw from this agreement, please fill out this form and return it.)

To: Caroo Mobility GmbH, Prater Straße 1, 1020 Vienna, Austria, telephone number: +43 660 600 2990, email address: office@elooop.at

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

- **Ordered on (*)/received on (*)** _____
- Name of consumer(s) _____
- Address of consumer(s) _____
- Signature of consumer(s) (only if this form is notified on paper),) _____
- Date _____

(*) Delete as appropriate

* * *