

## **Terms and Conditions of use**

Please read these terms and conditions of use carefully. They contain important information regarding the User's civil and fiscal rights and obligations. They include various restrictions and exclusions, as well as obligations, relating to compliance with applicable laws and regulations.

Current version published on 28/11/2018

Current version effective as of 8/12/2018

<b>Definitions</b>	<b>2</b>
<b>Purpose and contractual documents</b>	<b>2</b>
<b>Modification</b>	<b>3</b>
<b>Access and other conditions</b>	<b>3</b>
<b>Definition of the Services</b>	<b>6</b>
<b>Availability of the Website and Services</b>	<b>8</b>
<b>Use of the Website and the Apps</b>	<b>8</b>
<b>Rental process</b>	<b>10</b>
<b>Terms and Conditions of the various Services</b>	<b>14</b>
<b>Country-specific conditions</b>	<b>26</b>
<b>Financial conditions</b>	<b>26</b>
<b>Taxes</b>	<b>29</b>
<b>Changes to the service</b>	<b>30</b>
<b>Right of withdrawal</b>	<b>30</b>
<b>Intellectual Property</b>	<b>30</b>
<b>Limitations on and exclusions of liability</b>	<b>31</b>
<b>Personal data and policy on the use of cookies</b>	<b>32</b>
<b>Disregard with the Terms</b>	<b>33</b>
<b>Miscellaneous</b>	<b>33</b>
<b>Applicable law, jurisdiction, and mediation</b>	<b>33</b>
Annex 1 : Applicable prices and fees	35

## 1. Definitions

“**Listing**”: Refers to the Car Owner's advert on Drivy containing images of their Vehicle/s and relevant information of the rental via the website, the app or the service.

“**Renter**”: Refers to an individual wishing to rent and be the main driver of a Vehicle for a short period.

“**Car Owner**”: Refers to a legal or natural person wishing to rent out a Vehicle without a driver.

“**Open Owner**”: Refers to a person or entity wishing to rent out a Vehicle using the Drivy Open service.

“**Member**”: Refers to a User who has accepted the Terms of Service and is registered on the Website, the App, or the Services.

“**User**”: Refers to a natural or legal person using the Website, the App, or 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.

“**Drivy**”, “**we**”, “**us**” or “**our**” refers to Drivy SAS, a simplified public corporation with a capital of €1,080,647.50 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.

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

Drivy provides an online business networking platform (referred to throughout as the “**Services**”) bringing together, on the one hand, natural or legal persons wishing to rent out Vehicles without drivers, (hereinafter the “**Car Owners**”), and on the other hand, natural or legal persons wishing to rent and be the main driver of a Vehicle for a short period (hereinafter the “**Renters**”). These Services are available via the “Drivy” website, at [www.drivy.com](http://www.drivy.com), [www.drivy.co.uk](http://www.drivy.co.uk), [www.drivy.es](http://www.drivy.es), [www.drivy.at](http://www.drivy.at), [www.drivy.be](http://www.drivy.be) or [www.drivy.de](http://www.drivy.de) (hereinafter the “**Website**”), and the “Drivy” mobile app (hereinafter the “**App**”).

The Car Owners, Renters and in general anyone using the Services via the Website or the Apps are referred to as the “**Users**”. The Users and Drivy are referred to together as the “**Parties**”.

“**Your Drivy**” is the private area of the Website reserved for each User upon registering with the Website and accepting the Terms and Conditions (hereinafter the “**Terms**”). It can be accessed by connecting with a personal login, as described in Article 4.

## 2. Purpose and contractual documents

The purpose of these Terms is to define the terms and conditions under which Users may access and use the Services.

These Terms are only intended to govern the relations between Drivy and the Users. The relations between Renters and Car Owners are governed by the rental agreement. Drivy is a publisher of business networking software, and is not a party to the rental agreement between the Renter and the Car Owner. Drivy 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.

Users acknowledge that they have received all necessary information and technical features prior to accessing and using the Service.

Users can participate in the **Referral Program** (described hereunder).

Users may not access the Service without first reading and accepting these Terms upon registering with the Website.

These Terms constitute the Parties' entire agreement regarding the Services at the time the User accesses and uses the Service. The Parties are bound only by these Terms unless said otherwise in another agreement with Drivy.

### **3. Modification**

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

Drivy can modify the Terms unilaterally and without notice linked to any technical change, as long as it doesn't result in a price increase, a change in quality and that the characteristics to which the Members agreed could be listed on the current Terms.

If the Terms are modified, Drivy will notify Members with a summary of the changes made, and mention their right to decline the Terms in a reasonable time - within 10 days at the latest - before the changes come into effect. Members may object to the new version of the Terms within 30 days of receiving the change notification. After this period, all changes will be considered to have been accepted. The notice of change sent to Members will mention their 30-day right to object. If a User does not accept the new Terms, the agreement between us will be terminated and the User must immediately cease using the Website, the App, and the Services.

These Terms cancel and replace all previous versions.

### **4. Access and other conditions**

#### **a. Registration on the Website**

The Service is only accessible to and can only be used by registered Users on the Website. To register on the Website and access the Service, Users must fulfil the following conditions:

The Car Owner:

- 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 User is a private individual they may not use the Service for professional or commercial purposes (In the UK, a private individual can not list more than 2 Vehicles);;
- If they are a professional, they must fill in all the information relating to their business on the Website (company name, national number<sup>1</sup>, address, phone, etc.);
- Must be an adult over 18 years (21 years in the UK) of age (if the Car Owner is an individual);
- Must have had no personal bankruptcy and no CCJs within the last 3 years in the UK;

---

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

- May not create several Drivy profiles or several listings 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. Outside the UK, the Car Owner can rent Vehicles for which they have an authorisation from the owner and only Vehicles that they have a written authorisation to rent out;
- May only offer Vehicles for rent 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. 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 Drivy
- May only offer Vehicles for rent that are up-to-date with their technical inspection<sup>2</sup>; If a Vehicle is awaiting a follow-up inspection, the Drivy Service will not consider it to be up-to-date with its technical inspection, and it cannot be rented out via Drivy, even if it may be driven legally;
- May only offer Vehicles with no malfunction that could affect comfort when renting (e.g. broken air conditioning, blocked window);
- May only offer Vehicles for rent that have the obligatory annual insurance coverage in the country where the Vehicle is rented, with at least third-party insurance;
- May only offer Vehicles for rent 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 Drivy;
- Must have accepted these Terms.

In addition and without prejudice to the obligations and conditions mentioned above, the Vehicle offered by the Open Owner upon registering for the Drivy Open Service defined in paragraph 5.h must meet the following additional conditions:

- The mileometer must indicate less than 100,000 km (50,000 miles for UK plate vehicles) on the installation day of the Drivy Open dongle;
- The Vehicle must be strictly less than 8 years old (6 years old in the UK) on the date of the Open service installation;
- Be made available for rent on a freely accessible parking space for the Renter; This excludes private parking lots with badge or key access;
- Be made available for rent in an area with reliable mobile internet coverage; This excludes underground parking lots;

The Open Owner must have a set of duplicate keys available at all times.

Drivy reserves the right to accept or reject a Vehicle for technical reasons.

The Renter:

- 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);
- Must be an adult over 18 years of age for cars registered in France;
- Must be an adult over 21 years of age for cars registered in a country other than France;

---

<sup>2</sup> *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

- May not create multiple My Drivy profiles on the Website;
- Must hold a driving licence that is valid in the country where the Vehicle is rented, and have held it for at least two years; For vehicle rentals in France, the minimum uninterrupted period during which the driving licence must have been held is 5 years for “comfort” vehicles, 7 years for “privilege” Vehicles and 10 years for “luxury” Vehicles.
- 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 under their obligations pursuant to the Terms (or a later version of the Terms) or refused payment under the Terms (or a later version of the Terms) on the Website, the Apps and the Services;
- Must not have committed any road traffic offences with a Vehicle rented through the Website, leading to more than two fines or one misdemeanour;
- 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 driving licence revoked within 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 complaint from other Users or Drivy;
- Must not be medically unfit to drive;
- Must be and remain the main driver of the Vehicle;
- Must have accepted these Terms.

In the event the User provides false information, Drivy may immediately suspend and/or restrict access to the platform, without notice or compensation. If the User provides false information, the insurance coverage provided for under Article 5.f may be denied. The User agrees to provide all of the supporting documents required by Drivy upon the latter’s request, and undertakes to regularly update their information.

Drivy 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 My Drivy profile of any User who does not comply with these Terms.

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

In particular, the following will be denied access to the Service:

- Any Member who displays inappropriate or disrespectful behaviour towards other Members or Drivy Staff ;
- Any Member engaging in criminal behavior on the Site or the Application or in its use of the Services;
- Any Member using the Site or the Application or the Services in a fraudulent manner;
- Any Member bypassing the Site;
- Any Member in debt to Drivy;
- Any Member that does not comply with the Terms.

#### **b. Privacy and login**

Upon registering on the Website, the User creates a Drivy profile and chooses 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.

The User undertakes to keep their login private and not to disclose it in any form whatsoever. If the User's Login has been lost or disclosed, they must promptly inform Drivy, who will then cancel and/or immediately update the Login.

Until Drivy 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 Drivy, or in case of force majeure.

#### **c. KYC ("Know Your Customer") policy**

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

In this case, the Car Owner must send Drivy a valid copy of their identification papers, a copy of registration certificate of the Vehicle or Vehicles and proof of address as soon as possible. The verification of Car Owner' identity verification will be actioned within 7 days from the day of reception of documents by Drivy. Payments to the Car Owner will be suspended until the Car Owner's identity has been verified.

### **5. Definition of the Services**

#### **a. Linking**

Drivy provides a business networking platform that matches Members looking for a Vehicle to rent with Members wishing to rent out their Vehicle. Drivy is an intermediary, and not party to the rental transaction conducted between the Members.

Drivy provides its Members with business networking tools. These tools enable Members to upload content, communicate with other Members, and make informed decisions about renting out their Vehicles, or renting the Vehicle of another Member.

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

#### **b. Identity check service**

Under certain conditions, Drivy allows Members to delegate their responsibility to check identities to Drivy. This service is currently only available for rentals equipped with the Drivy Open service.

The service provided by Drivy does not prevail over the Member's decision to select a Renter or a Vehicle.

#### **c. Rental agreement**

Drivy provides its Members with a Vehicle rental agreement. A model of this agreement is available under three formats: paper, electronic via the App or electronic specific to Drivy Open rentals.

These agreements contain a number of equitable rules and provisions required of the Car Owner and the Renter, allowing the rental to take place smoothly.

Drivy is a third party to the rental agreement between the Car Owner and the Renter, and is therefore not bound by the obligations in the agreement and cannot be held liable for any violations thereof.

#### **d. Payment administration**

In compliance with the applicable rules, the management of rental-related payments between Users is done by Stripe, Drivy's payment administration partner Stripe, who is accredited to manage financial flows. These payments may concern the rental price, for example, or the mileage adjustment at the end of the rental, or compensation for fuel levels. They may also concern any compensation that one Member may owe to another under the Rental Agreement.

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

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

#### **e. Insurance**

Drivy's platform facilitates the subscription of insurance for rentals between Members. Some of these policies are mandatory, others are optional.

With these insurance policies, the Car Owner may cover any damage caused by Renters, the Renters are enabled to pay a reduced amount if they are held liable for the damage.

Drivy does not directly insure the rentals undertaken on the Site. Drivy acts only as an intermediary offering such insurance products to the Members.

#### **f. Security deposit management**

Drivy offers Users a security deposit management service for rentals via its STRIPE payment administration partner. The Users agree to use the security deposit management service offered by Drivy to the exclusion of all other methods (e.g. deposit cheque, security deposit remitted directly to the Car Owner, etc.).

#### **g. Drivy Open Service**

Under the Drivy Open Service (hereinafter "Drivy Open"), Drivy offers to equip one or more of the Car Owner's Vehicles listed on the Website with the Drivy Open technology, which allows car

door locking and unlocking, Vehicle condition at check-in and check-out (including but not limited to mileage, fuel level...) to be managed via Smartphone.

The “Drivy Open” Service offered by Drivy to Car Owners provides:

- The installation of a telematics box (“Drivy Open” technology) in the Open Owner’s Vehicle
- Connected tools to establish the check-in and check-out process of the Vehicles equipped with Drivy Open technology
- Connected tools to manage Drivy Open rentals without having to physically meet the Renter
- Connected tools to manage their Drivy Open Vehicles outside of Drivy Open rental situations.

The Drivy Open service is offered to Users only in connection with the Drivy Services described in the Drivy Terms accepted by Users when they register on the Website.

The Drivy Open service is integrated with and inseparable from the Website, and is present on the following links:

For France and French-speaking Belgium: <https://www.drivy.com/open-propretaire>

For Germany: <https://www.drivy.de/open-autobesitzer>

For Spain: <https://www.drivy.es/open-propietario>

For Flemish-speaking Belgium: <https://www.drivy.be/open-eigenaar>

For the UK: <https://www.drivy.co.uk/open-owner>

For the English-speaking international version: <https://en.drivy.com/open-owner>

Using the Drivy Open Service, rentals can be performed differently to the standard Drivy service.

The Drivy Open 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 its Rental
- An interface to lock the Vehicle upon its Rental
- An interface to establish the Vehicle's condition upon check-out at the end of the Rental

#### **h. Special Offers**

Eligible Members can benefit from exclusive offers negotiated by Drivy with its partners.

All these offers can be found on the [Special offers](#) page on the UK website.

#### **i. Referral Program**

The Drivy Referral Program allows Members to earn promotional coupon credits (“Credits”) toward future rentals by referring friends to Drivy.

Referral links can only be used outside the Drivy Website and Apps. No coupons should be shared or promoted using any of the Drivy pages (profile page, car page)Availability of the Website and Services



The User can access the Website via the public URLs [www.drivy.com](http://www.drivy.com), [www.drivy.co.uk](http://www.drivy.co.uk), [www.drivy.es](http://www.drivy.es), [www.drivy.de](http://www.drivy.de), [www.drivy.be](http://www.drivy.be), [en.drivy.com](http://en.drivy.com), or [www.drivy.at](http://www.drivy.at). Access to the Service requires the User to log on to the Website using their Login.

The Website and the Service are available 24 hours a day, 7 days a week, except in cases of force majeure or the occurrence of an event beyond the control or the will of Drivy. 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 User is aware that the Website and the Service may be suspended for maintenance and updates. In this respect, Drivy 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, Drivy agrees to take the necessary action to recover the Website and/or the Service as soon as possible.

The User may contact Drivy by email or telephone for assistance using the Website and the Service. The contact details can be found in the legal notice under "Contact information and customer service hours". Problems attributable to the User's Internet access or computer equipment are not covered by this assistance.

## **6. Use of the Website and the Apps**

### **a. Rental Vehicle Listings**

Users can create Listings. Several questions are asked about the Vehicle concerned to create the Listing, including its location, age, characteristics and availability, as well as its price (which shouldn't be under the minimum price, fixed by article 11 of the Terms of Service) and related rules and conditions. Listings will be published via the Website, App and Services. Other Users can book the Vehicle via the Website, the App and the Services in accordance with the information mentioned in the Listing.

To be listed, Vehicles must comply with all of the following conditions:

- Vehicle weighs less than 3.5T
- Vehicle has a mileometer of less than 200 000 kilometers (130 000 miles in the UK) at the creation of the Listing
- Vehicle has 4 wheels (two- or three-wheeled Vehicles are not allowed)
- Vehicle can carry a maximum of 9 persons including the driver (buses are not allowed)
- Vehicle is registered in the country where it is offered for rent
- Vehicle's current value is less than €50,000 (£40,000 in the UK) with the exception of Tesla cars where the Vehicle's current value can reach €100,000 (only available in France)
- For Vehicles registered in the UK:
  - Only vehicles below or equal ABI Group 36 are allowed
  - Vehicles must be strictly less than 7 years old according to their registration card
  - Minibuses and commercial vans are not allowed
  - Vehicle has not been flagged as a total loss or under outstanding finance according to [www.hpi.co.uk](http://www.hpi.co.uk)

In addition, Vehicles with an engine above 100 horsepower may be rejected.

The User understands and accepts that they cannot demand a higher price than that stated in the booking request.

Users acknowledge that they are fully responsible for the Listings they publish, as well as their actions and oversights. They therefore declare and warrant that no Listings or rentals of listed Vehicles violate any of the rules in force or agreements with third parties. Drivy 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.

As a digital linking platform, Drivy provides Car Owners with tools to help them make informed decisions about renting out the Vehicle (in particular the rental price). The Car Owner acknowledges and agrees that Drivy shall not intervene in their chosen rental price, which is the Car Owner's decision alone.

#### **b. Listings 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 Drivy Open, automatic acceptance of requests (Instant Booking), acceptance rate of requests. This ranking system is independent of any contractual relationship between Drivy 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.

#### **c. Non-approval**

Drivy does not stand as a guarantor for any User or Vehicle. These Terms stipulate that Users must provide accurate information. Although Drivy may conduct additional identity and background checks on Users, we provide no statements, confirmations or approvals 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 them. All Users agree to not attempt to hold Drivy liable or take legal action against Drivy for such acts or omissions.

### **7. Rental process**

#### **a. Linking**

Renters can consult the Listings posted by Car Owners directly on the Website using the access and search tools provided. Renters may contact the Car Owners either by email to request additional information or by the Drivy messaging system or, for some cases, by SMS. It is important to note that for an Instant Booking reservation, the Renter cannot contact the Car Owner before having booked the Vehicle.

Once a Renter has found a suitable Vehicle, they simply send 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 pays the rental price. This payment must be made on the Website, via Drivy. Note: any offer to pay other than on 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 does not accept the rental, the Renter is notified by email.

If the Renter booked using the Instant Booking feature (as defined in Article 9.j, the booking will be automatically confirmed for the Car Owner.

Once the Rental is confirmed between the Car Owner and the Renter on Drivy and, the Renter has paid, the Car Owner is obliged to honor the Rental.

#### **b. Cancelling 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 via Your rentals > Selected rental > Cancel the rental.

##### **Cancellation of a booking by the Renter**

The Renter may cancel their Rental free of charge up to 4 hours after payment of the Rental on the Website.

After this period of 4 hours, the cancellation conditions if cancelled by the Renter are as follows:

- More than 48 hours before the beginning of the rental:

The Renter may cancel at any time without charge. The Renter is fully 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:

If the cancellation is due to the Renter (for example, but not limited to: Renter unavailability, Rental no longer required, no-show at check-in of the Vehicle...):

- If the Rental lasts 7 days or less, the Renter is reimbursed 50% of the total rental amount.
- For longer rentals, the first 7 days are reimbursed at 50% of the total amount and all days beyond the 7th are fully reimbursed.
- 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.
- The Car Owner is compensated for 50% of the expected gains, applied on a maximum of 7 days of rental.

The Renter has the opportunity to contest the purpose of a cancellation expressed by an Owner. The compensation claim will be accepted if the Renter can prove that the cancellation of the booking is coming from the Owner (for example, but not limited to: unavailability, wishes to cancel, no- show at check-in of the Vehicle, etc..)

Compensation claims must be submitted within 24 hours following cancellation, on the Website via "Your rentals > Relevant rental > Refund request" attaching evidence to the claim. As payments to Owners are automatically actioned 24 hours after the end of a rental or cancellation, the User understands and accepts that after this period, the payment will be made to the Owner.

#### **Cancellation of a booking by the Owner**

If the cancellation is due to the Car Owner (Car Owner wishes to cancel, the Vehicle is no longer available, the Car Owner does not show up), the Renter is reimbursed the full Rental price as well as any excess options.

Drivy 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
- the Car Owner cancels rentals repeatedly
- the Car Owner cancels a rental less than 24 hours before its start
- the Car Owner doesn't respect these Terms of Service

Users can reject the Terms of Service at any time and without penalty, by simply notifying Drivy. In such a case, they will not be able to use or benefit from the Website and the Application.

#### **Challenge of grounds for cancellation expressed**

The Renter has the possibility to contest the cancellation fees if they deem the Rental could not be carried out because:

- The Car Owner is not able to carry out the rental (unavailable, wishes to cancel);
- The Vehicle does not conform to the listing or has a safety fault.

The Renter is able to contest the cancellation fees if they encounter a case of force majeure preventing them from carrying out the rental.

Requests for contestations must be submitted within 24 hours of the cancellation on the Website via "Your Rentals" > Rental concerned > Customer Service Tab > Request for Refund. The Renter must attach proof justifying their request. After this period, Drivy can not open the request.

The Car Owner may challenge the grounds for cancellation expressed by the Renter. The request for compensation is admissible if the Car Owner can show that the cancellation of the booking is indeed due to the Renter (for example, but not limited to: Renter unavailable, Renter wishes to cancel, Renter no-show).

All challenges should be expressed within the 24 hours following the cancellation, with all relevant proof via the Website in Your Rentals > Relevant rental > Customer Service tab > Compensation request following a cancellation. Drivy is not able to process with any challenges past this 24 hour period.

#### **c. Before the start of the rental**

Once the Service has put the Renter and Owner in contact with each other, 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, these verifications concern the identity of the Renter, the validity of their driving licence, their address, and the payment card information for Vehicles registered in France, Belgium, the UK and Spain, 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 authorised 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 them (for rentals of Vehicles registered in France, Belgium, the UK or Spain);
  - o The Renter provides a different payment card to the one 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 shown on the rental agreement provided on the Website.
  - o The Renter provides a driving licence that does not authorise them to drive in the country where the Vehicle is registered. For this, 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 or student visa, if necessary.
- If the Car Owner has the Drivy Open service, Drivy will undertake the verifications listed above in the Car Owner's place via its identity verification service. As described in the Article 9.b, the Car Owner undertakes to immediately inform Drivy if they have information that a potential Renter does not comply with these conditions, and must not proceed with the rental. If the Car Owner does not report this to Drivy, they will be liable for the consequences of not verifying the items listed in Article 5.f.
  - The Renter must verify the identity of the Car Owner, the Vehicle registration and its licence plates. The Renter must also check the condition of the rental Vehicle, in particular the safety equipment listed in Article 4.a above.

With the exception of the owners of Vehicles equipped with the Drivy Open service, Users agree that Drivy does not conduct any of the checks and verifications listed above. Each User is entirely and solely responsible for these checks and verifications.

At the time of Vehicle pick-up, the Renter and the Car Owner verify, complete and sign the rental agreement together. The Car Owner should take 8 wide-angle photos of the car detailing the initial condition of the Vehicle while the Renter is present. These photos should be kept for one month following the end of the rental.

The Renter agrees to take the utmost care of the rented Vehicle and return it in the same condition as it was in when they took possession of it. The Renter is liable for any damage caused to the Vehicle during the rental period, i.e. from the time they take possession of it until the time they returns it. The Renter alone is liable for any infractions or violations of the Highway Code that may be committed with the rented Vehicle, during the rental period.

At the start of a rental, the Car Owner must deliver a clean Vehicle to the Renter (interior and exterior), except in the case of a last-minute rental.

#### **d. During the rental**

Drivy 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 Apps. It is included in a document entitled "Rental instructions" that the Car Owner must print out and leave in the Vehicle for the Renters.

**- Extension**

Renters wishing to extend a rental that has already begun must do so via the Drivy Service. An extension must be requested using the Website or App, has to be approved by the Car Owner and payment must be made via the Website or App before the end of the rental period. Keeping a Vehicle beyond the initial rental period without validating the extension online is a violation of the insurance terms (specified in paragraph 5.f of these Terms).

The extension of the rental period will be confirmed once the Car Owner has given their agreement and payment has been made via the Website or the Apps.

**- Reporting an incident or problem**

The Renter agrees to report any problems, breakdowns or accidents related to the Vehicle to the Car Owner immediately.

**- Use of roadside assistance**

Roadside assistance is available to Renters who rent a Vehicle via Drivy. The assistance phone number is listed in the Help Centre available via the Website or the Apps. It is also included in the "Rental Instructions" document.

**e. At the end of the rental**

Upon the return of the Vehicle, the Renter and the Car Owner check the condition of the Vehicle 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 for at least one year.

In the event of any damage, the Car Owner has 5 business days (2 business days in the UK) to report the damage to Drivy. Except in the case of force majeure or unforeseen circumstances, after this period of time, Drivy will no longer be able to process the request and the insurance coverage will no longer be in effect. The Car Owner will have to deal directly with the Renter to manage the claim, in which Drivy will not be involved.

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.drivy.co.uk/help/articles/05032cfa30a9>

The Renter is not required to clean the Vehicle at the end of the rental, unless it has been heavily soiled, for example:

- 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.

If the Vehicle is returned dirty, the Renter shall pay a compensation to the Car Owner as stated in Article 11. If the Vehicle requires professional cleaning (stained seats, ground-in dirt, etc.), the Renter will be charged the invoice issued from the professional cleaner.

The Renter agrees to comply with the date, time and location of return agreed upon with the Car Owner. Any extension of the rental period must be made by the Renter on the Website under the conditions described in the rental agreement, and must be accepted by the Car Owner.

If the Vehicle is not returned at the agreed-upon date, time and location, the compensation fees provided in Article 11 Appendix 1-A may be levied to the Renter in the name and on behalf of the Car Owner.

If the Vehicle is not returned by the end of the rental period, the Car Owner must email Drivy's customer service via the contact information listed in the "Customer service contact information and opening hours" section at the beginning of the document.

In the event of a punctured tyre, the Renter will be held responsible. If two or more punctured tyres must be changed, the Renter shall pay for the replacement of one tyre plus 50% of the cost of the second tyre. If the flat tyre is due to abnormal wear and tear of the tyres, all costs will be paid by the Car Owner.

In the event of a broken clutch:

An Owner car with its original clutch must be less than five years old to receive eligibility for clutch repairs reimbursement. If the car 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 fewer than five years ago.

If a mechanic expert determines that the driver misused and damaged the clutch, and provides a written report of that determination, the 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 trip.

Absent additional information, clutches will be presumed to have a normal life span of 120,000 kms (100, 000 miles in the UK).

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

Drivy is not responsible for User peer reviews.

## **8. Terms and Conditions of the various Services**

### **a. Identity check service**

Under certain conditions, Drivy allows Members to delegate to Drivy their responsibility to check identities. This service is currently available only to Car Owners equipped with the Drivy Open service.

Under this plan, Drivy asks the Renter to email all of the documents necessary to verify their identity and compliance with the conditions necessary for the rental.

Only in this case will Drivy will be responsible for the Renter's compliance with the rental conditions.

However, if the Car Owner has any information in their possession that might suggest that the Renter is not in compliance with the conditions of access to the Service defined in Article 4, they undertake to send this information to Drivy.

#### **b. Rental agreement**

Drivy offers Members rental agreements for Vehicle rentals conducted via the Drivy platform, but remains a third party to the legal transaction of renting a Vehicle (Drivy is not a party to the rental agreement). These agreements are available in three formats:

- Hard copy (paper),
- Electronic via the App,
- Electronic specific to Drivy Open rentals.

By using these agreements, Users benefit from the Services offered by Drivy, in particular insurance, payment administration, and security deposit administration.

These agreements contain a number of equitable rules and provisions required of the Car Owner and the Renter, allowing the rental to take place smoothly. The terms of the agreement can be found online at:

<https://www.drivy.com/contrat-location-vehicule-entre-particulier>

<https://www.drivy.de/mietvertrag>

<https://www.drivy.es/contrato>

<https://www.drivy.at/mietvertrag>

<https://www.drivy.be/huurovereenkomst>

<https://www.drivy.co.uk/rental-agreement>

<https://en.drivy.com/rental-agreement>

These agreements include clauses incorporated in our Terms and specific conditions of each rental agreement indicated by the Car Owner and the Renter (name, length of rental, vehicle...). Specific conditions are pre-filled by Drivy in the rental agreement.

The specific terms refer to clauses of the rental agreement. This builds on the provisions of the Terms which the Car Owner and the Renter declare their adherence by signing a rental contract.

#### **- Compensation Fees provided in the rental agreement**

Drivy 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 deducted directly from any payment method used on Drivy by the Renter. By accepting the Terms, the Renter authorises the payment of such compensation and penalties.

Below is the list of penalties provided for in the agreement:

#### **- Late return compensation fees:**



If the Renter and the Car Owner wish to change the duration of the rental, the Renter must request an extension through the Website or App before the end of the rental and bear any additional costs. As soon as the car Owner approves the rental modification, the rental will appear with the new end date for insurance purposes. The Car Owner has 48 hours after the rental has ended to ask for this compensation.

If the Renter fails to return the Vehicle upon the agreed return date and time, they will be liable for the rental extension, adjustment, and the late return compensation fees, as defined in Annex 1-A. Note that under the terms of the Insurance, **the Drivy insurance does not cover the Renter for damage to the Vehicle in case of late return.** 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.**

- **Compensation fee for smoking in a non-smoking Vehicle:**

A Compensation fee for smoking in a non-smoking vehicle (paid to the Car Owner) is applicable, as defined in Annex 1-A.

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

- **Compensation fees related to Vehicle cleanliness:**

A Compensation fee if the exterior is noticeably dirty, paid to the Car Owner, (see Article 8.e above) is applicable as defined in Annex 1-A.;

A Compensation fee if the interior is noticeably dirty, paid to the Car Owner, (see Article 8.e above) is applicable as defined in Annex 1-A.

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

- **Compensation fees and Service fees for penalty notices:**

A Compensation fee for penalty notices received by the Car Owner for a motoring offence committed during the rental period is applicable (as defined in Annex 1-A), in addition to the value of the issued traffic ticket and any bill if the car is impounded under driver's responsibility.

**c. Payment administration**

In addition to the security deposit administration fee, Users may request that Drivy makes the rental-related payments between Users. Users wishing to request Drivy to make such payments, must be in compliance with all stated Terms, in particular those in Article 4.

The Drivy payment service can be used for:

- Payments related to numbers of miles travelled;
- Compensation between Members;
- Administration fees detailed under these Terms (Articles 7, 8 and 11).
- PCN fines not paid by the responsible Renter for a rental and any increase in price

**d. Insurance coverage and claims handling**

Upon payment of the rental on the Website or the Apps, Users subscribe to an insurance policy under which they benefit from insurance coverage during the rental that is compliant with the insurance laws specific to the country where the rental takes place.

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.

The Renter may take out additional insurance to reduce the amount of the excess provided for in Article 5.f. The subscription terms for this additional “reduced excess” insurance are available on the Website.

Only short-term rentals 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 more than 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 3 months without the Car Owner regaining full use of their Vehicle. Failure to respect these conditions concerning the duration of a rental will result in the automatic forfeiture of the insurance coverage.

The insurance is automatically taken out by the Renter with no further formalities at the time they pay for the rental, as long as the following conditions are met:

- The Renter must pay the full rental price via the Website with a means of payment in their own name;
- The rental agreement, pre-filled by Drivy with the information specific to the rental, must be completed and signed by both parties when the Owner hands over the Vehicle keys to the Renter. It must be sent to Drivy in the event of damage or theft. The Car Owner can download a specific rental agreement for each confirmed rental from the “Your rentals” section of the My Drivy page by clicking on the “Rental agreement” tab for the rental in question. The rental agreement is also accessible via the App;
- For rentals of Vehicles registered in France, Belgium, the UK or Spain, the Renter must physically present their credit card to the Car Owner before taking the Vehicle. The Renter 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);
- The entire rental price must be paid via the Website. Otherwise, the rental will not be covered by the insurance. Among other things, the rental price includes mileage: if a User purposely underestimates their mileage in order to reduce the rental price by accepting a parallel mileage payment, that User’s insurance coverage will be forfeited;
- 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;
- If drivers are added in addition to the main driver, the identities of these additional drivers (name, surname, date of birth) and their driving licence information (licence number and date of issue) must be included on the rental agreement. Additional drivers are not permitted for rentals on UK registered vehicles.
- Any extension of the rental period must be made on the Website or the App, with an additional rental agreement. Otherwise, the Vehicle will not be insured under the insurance offered by Drivy throughout the entire rental period;
- In addition to the insurance offered by Drivy, the Vehicle must be covered under an annual insurance policy taken out by the Car Owner, with at least third-party insurance; “parking” or “garage” insurance policies are insufficient;
- The Vehicle must be in compliance with the laws and regulations; 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 listed in Section 4.1 above.

Details of the insurance cover and the conditions for this coverage are accessible on the Website and the Apps at [www.drivy.co.uk/insurance](http://www.drivy.co.uk/insurance).

For the Car Owner to be able to benefit from the comprehensive insurance cover, they must report any damage to Drivy within 2 business days (5 business days for vehicles registered in France, Belgium, Spain, Germany & Austria) of the end of the rental. Any requests received after this deadline will not be covered by the comprehensive insurance coverage.

Without restriction, non-exhaustively, and without adding to or subtracting from its Terms, the insurance policy provides that:

For Vehicles registered in Germany, Belgium, Spain and Austria:

- The Vehicle must be a passenger vehicle;
- The Renter and potential secondary drivers must be at least 21 years old. The Renter and potential secondary drivers must be at least 25 years old to rent a “comfort” Vehicle, and 28 to rent a “privilege” Vehicle. These categories are defined by Drivy at its sole discretion;
- The Renter must hold a driving licence that is valid within the territory the Vehicle is being rented, and must have held it for at least two years (three years for “privilege” Vehicles);
- 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;
- Carrying passengers for remuneration is prohibited;
- 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 tolerated;
- Pilot errors (wrong fuel, empty tank, lost/broken keys) are not covered by our insurance.

For Vehicles registered in the UK:

- The Vehicle must be a Passenger vehicle. No commercial vans, or minibuses are allowed;
- The Renter must be at least 21 years old. The Renter must be at least 25 years old to rent a “comfort” or a “premium” Vehicle;
- The Renter must hold a valid driving licence from the UK or from a country within the EU28 that is valid within the territory the Vehicle is being rented, and have held it for at least two years (three years for “premium” Vehicles);
- 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)
  - o No previous driving ban or disqualification;
  - o Has received strictly less than 2 minor convictions in past 3 years;
  - o Has received no more than 6 penalty points in past 4 years;
  - o No more than one accident in past 3 years;
  - o No bankruptcy / No CCJs within the last 3 years & stability of residential address for past 24 months;
- The Vehicle is used for acceptable trades/occupations only (excluding hire & reward i.e. taxi; courier use, sports persons, modelling, entertainment industry)
- 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.
- 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 tolerated.
- Pilot errors (wrong fuel, empty tank, lost/broken keys) are not covered by our insurance.

For Vehicles registered in France,:

- The Vehicle must be a passenger Vehicle with the mention VP or CTTE on the registration card;
- The Vehicle must have its final registration card. Vehicles with temporary registration cards are not accepted on Drivy.;The Driver and potential secondary drivers must be adults over 18 years of age;
- May not create several My Drivy profiles on the Website;
- Must hold a driving licence that is valid in the country where the Vehicle is rented, and have held it for at least two years; For vehicle rentals in France, the minimum uninterrupted period during which the driving license must have been held is 5 years for “comfort” vehicles,7 years for “privilege” Vehicles and 10 years for “luxury” vehicles;
- The Vehicle may only be driven in the following countries: Germany, Belgium, Spain, metropolitan France, Italy, Hungary, Luxembourg, Monaco, Netherlands, Portugal, the UK and Switzerland;
- Carrying passengers for remuneration is prohibited;Carpooling, defined as the shared use of a vehicle by a non-professional driver and one or more passengers to travel to a common destination, without remuneration, but possibly with the passengers’ contributing to the costs, is tolerated;
- Pilot errors (wrong fuel, empty tank, lost/broken keys) and damages caused by gross misconducts are not covered by our insurance.

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 f rental reserved on the Website, the App or the Services.

The insurance will not cover damage to the rented 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.

If the Renter will be late in returning the Vehicle, it is imperative for the Renter to extend the rental period on the Website before the end of the rental in order to request an extension of the rental agreement. 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.In the event of damage, e.g. a traffic accident or theft of the Vehicle, the Renter must immediately notify the Car Owner and Drivy by sending an email to Drivy’s customer service via the contact information listed in the “Customer service contact information and opening hours” in the legal notice. If any individuals are injured or if the matter constitutes a risk, the police must be notified immediately.

**IN ANY EVENT, THE RENTER 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 DRIVY BY SENDING AN EMAIL TO DRIVY’S CUSTOMER SERVICE VIA THE CONTACT INFORMATION LISTED IN THE “CUSTOMER SERVICE CONTACT INFORMATION AND OPENING HOURS” IN THE LEGAL NOTICE. BEYOND THIS PERIOD, THE INSURANCE (AND THE REDUCED EXCESS) WILL NOT COVER THE DAMAGE, AND ALL COSTS WILL BE BORNE BY THE RENTER. THE RENTER MUST NOT WAIT UNTIL THE END OF THE RENTAL TO REPORT THE DAMAGE.**

**e. Security deposit management**

Drivy offers the Car Owner a feature for procuring security deposits via the means of payment used by the Renter online.

The Car Owner may only use this feature if:

- For cars registered in France, Belgium, the UK and Spain, they have verified that the payment card used on the Website actually belongs to the Renter and is in their name. Drivy does not verify this before the rental.
- They have checked that the Renter's age and the date when they obtained their driving licence are in compliance with the rental Terms and Conditions.
- They have not triggered a lapse of the insurance in any other way
- They are in compliance with these Terms.

The security deposit feature may be requested up until 3 months after the end of the rental. Drivy cannot request the security deposit from the Renter if the request is made 3 months after the end of the rental. The Car Owner will then have to recover the security deposit from the Renter themselves.

The Services provided by Drivy in the context of this feature are limited exclusively to:

- Requesting an authorisation for the amount of the security deposit on the Renter's means of payment;
- Requesting payment of the security deposit on behalf of the Car Owner.

Drivy will keep the security deposit 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, an expert damage report or a price quote previously validated by Drivy;
- 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 security deposit feature, Users acknowledge and agree that:

- The Renter firmly and irrevocably undertakes to pay the amount of the security deposit 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 security deposit, they may seek redress against the Car Owner after having paid it;
- The Car Owner is paid through Drivy if the Renter's account balance permits;
- In any case, Drivy will not play any third party payment role for problems reported by the Car Owner to Drivy more than a month after the end of the rental, except for traffic tickets of which the Car Owner could be legitimately unaware.

For Cars registered in France, Spain, Belgium or Austria, the Renter expressly authorises Drivy to charge the following amounts under the security deposit:

Categories	Eco	Comfort	Privilege	Luxury
------------	-----	---------	-----------	--------

<b>Vehicle damage</b>	€800	€1,000	€1,500	€3,000
<b>Fire</b>	€800	€1,000	€1,500	€3,000
<b>Theft</b>	€800	€1,000	€1,500	€3,000
<b>Theft with inability to return the keys</b>	€3,000	€3,000	€3,000	€6,000

For Cars registered in Germany, the Renter expressly authorises Drivy to charge the following amounts under the security deposit:

Categories	<b>Eco</b>	<b>Comfort</b>	<b>Privilege</b>
<b>Vehicle damage</b>	€900	€1,100	€1,600
<b>Fire</b>	€900	€1,100	€1,600
<b>Theft</b>	€900	€1,100	€1,600
<b>Theft with inability to return the keys</b>	€3,000	€3,000	€3,000

For Cars registered in the UK, the Renter expressly authorises Drivy to charge the following amounts under the security deposit.

For Drivers between 21 and 24 years old, an additional £500 will be applicable on top of the below amounts.

Categories	<b>Eco</b>	<b>Comfort</b>	<b>Privilege</b>
<b>Vehicle damage</b>	£800	£1,000	£1,500
<b>Fire</b>	£800	£1,000	£1,500
<b>Theft</b>	£800	£1,000	£1,500
<b>Theft with inability to return the keys</b>	£3,000	£3,000	£3,000

#### f. Drivy Open - Technology provided

##### - Listing a Vehicle

The Open Owner may request for the Drivy Open technology to be installed on one or more of their Vehicles, using the registration form provided by Drivy: [www.drivy.co.uk/open-owner](http://www.drivy.co.uk/open-owner)

This form asks a number of questions, including the age, characteristics and location of the Vehicle, and a telephone number to be contacted. A technician will check the Vehicle's eligibility with the Open Owner and may make an appointment for the installation.

If the Open Owner provides false information about the state or the characteristics of the Vehicle and the Vehicle is unfit for Drivy Open box according to the criteria mentioned above, the Open Owner will be charged an Appointment cancellation fee, as defined in Annex 1-B..

**- Installation of the Drivy Open Technology in the Vehicle**

The Open Owner agrees to make their Vehicle available for a technician to install the Drivy Open technology, which takes a maximum of 4 hours. Installations are scheduled on weekdays, Monday through to Friday, from 8 A.M. to 5 P.M.

The Open Owner may be asked to leave their Vehicle at a site determined by Drivy for this installation. The Open Owner agrees explicitly with this.

The Open Owner agrees to respect the appointment with the installation technician. If the installation is cancelled within 2 working days of the agreed-upon appointment, Drivy will charge an Appointment cancellation fee to the Open Owner for the installation of the system, as described in Annex 1-B, except with legitimate reason or in case of force majeure justified by the Open Owner

**- Removal of the Vehicle's Drivy Open technology**

Drivy can request the removal of the Drivy Open system whenever a vehicle reaches a certain age or mileage on its mileometer:

- For FR, DE, ES, AT, BE: 11 years old or 200,000 km
- For the UK: 6 years old or 90,000 miles

Drivy provide the Open Owner a 30-day notice before deactivating the Drivy Open system. The Open Owner will be contacted to schedule an appointment for the removal of the Drivy Open system.

The Open Owner may request the removal of the Drivy Open system at any time.

The Open Owner will be billed for the service in that Vehicle for that month, and billing will cease on the first day of the following month. The detailed costs of the Open Drivy Service are specified in the Terms below.

Drivy undertakes to remove the Drivy Open System from the Vehicle concerned within 30 days of the Open Owner's email request.

The Open Owner undertakes to make their Vehicle available to a technician for the removal of the Drivy Open technology, which takes a maximum of 2 hours. Removals are scheduled on weekdays, Monday through to Friday, from 8 A.M. to 7 P.M.

The Open Owner agrees to set up a removal appointment within 30 days of their request. If the removal appointment is not made within 30 days of the request, and this is attributable to the

Open Owner, the service will be billed the following month, and each month thereafter until the system is removed.

The Open Owner may be asked to leave their Vehicle at a site determined by Drivy for this removal.

The Open Owner agrees to respect the appointment with the removal technician. If the removal is cancelled within 2 working days of the agreed-upon appointment, Drivy will charge an Appointment cancellation fee for the removal of the system, as described in Annex 1-B.

- **Financial terms for the Open Owner's subscription to the service**

The Open Owner's use of the Drivy Open technology is billed monthly. Different rates apply for the first equipped Vehicle and the additional Vehicles belonging to the same Car Owner, as described in Annex 1-B. Drivy is allowed to arrange for the Open Box to be removed should the monthly subscription fee not be paid after 1 month and a legal notice has been sent to the Owner.

The installation or the removal of the Drivy Open box are free of charge for the Owner, provided the Owner respects the agreed-upon installation/removal appointment with the technician responsible for installing the Drivy Open technology.

- **Terms of cancellation**

There is no charge for cancelling the service. There is no minimum time commitment required of the Open Owner.

- **Ownership of the telematics box**

The telematics box is only installed in the Open Owner's Vehicle as a loan, without transfer of ownership.

Drivy may remove and recover this box from the Vehicle at any time. Drivy is not required to reveal its reasons for the removal to the Open Owner. In the event of such removal, Drivy will give the Open Owner a minimum of 30 days' notice.

If the Vehicle has been permanently immobilised, the owner must notify Drivy and facilitate access to the Vehicle for the recovery of the box.

The Open Owner may not sell their Vehicle before the telematics box is removed.

The Open Owner may not have the telematics box removed by a third party.

The Open Owner may not permit a third party to handle the telematics box.

If the Owner fails to return any telematics box, the Open Owner will be charged a Penalty for not returning the Drivy Open box, as described in Annex 1-B.

- **Technical responsibility**



Drivy or the Drivy Open technology may be held liable for the breakdown of the Vehicle for only two causes: an Immobilizer-linked breakdown or a central lock-linked breakdown.

If the Open Owner considers a breakdown to be attributable to the telematics box, they must provide proof of this.

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

- **Data privacy**

By subscribing to the Drivy Open service, the Open Owner agrees that Drivy may consult the GPS position, speed and operating status of the Vehicle, if needed.

Drivy has set up restrictions in its Open Service to protect the data privacy of the Renter of a Vehicle equipped with the Drivy Open service. The Open Owner undertakes not to use the Drivy Open technology to access, store or view the private data of a Renter of their Vehicle.

For security reasons, and only in order to ensure the smooth operation of the Drivy Open service, Drivy reserves the right to consult the GPS position, speed, and operating status of Vehicles equipped with the Drivy Open technology.

- g. Drivy Open – Rental management**

- **Booking a Drivy Open Vehicle**

Drivy Open Vehicles may only be booked on the Website. The rental request process for the Renter and its acceptance by the Open Owner remain unchanged. Use of the Drivy Open Vehicle outside the context of a Drivy Rental is not covered by the insurance specified in Drivy's Terms.

- **Rental conditions**

The Renter must be registered with and book their rental through the Website.

The Renter must have a Smartphone with a data connection to make the rental.

Upon their first Drivy Open Rental, the Renter must send their identity papers to Drivy to verify their profile. These documents include a clear photocopy or photograph of both sides of their driver's licence, personal details to check the Renter's licence history with the DVLA (National Insurance Number, postcode, licence number) and their identity card or passport as well as a selfie of the Renter. For foreign driving licenses, the additional documents listed in the Help Centre at <https://www.drivy.co.uk/help/articles/317a20676cc3> must also be attached.

Except for Vehicles registered in the UK, secondary drivers are allowed so long as they meet the same conditions as the main driver and provide the same identity papers to Drivy before the rental. Anyone not meeting these requirements will not be covered under the insurance.

For Vehicles registered in the UK, secondary drivers are not allowed.

- **Vehicle condition and Drivy Open's policy concerning insurance**

Before any Drivy Open Rental, the Open Owner must draw up a report on the condition of his Vehicle. This report should include 8 wide-angle photographs going round the Vehicle. Close-up photographs of any existing damage to the Vehicle are required. The locations of these close-ups are indicated on the wide-angle photos of the Vehicle using virtual "stickers", along with descriptions.

The Open Owner may use the online tool provided by Drivy to prepare their walkaround inspection report after registering with the Drivy Open service.

The Open Owner must update this report if the condition of the Vehicle change, i.e. after new damage or repairs. No claims for compensation under the Drivy Open rental insurance will be paid to an Open Owner whose report is not up to date.

The Drivy Open rental starts at the time the Vehicle's doors are opened. Before opening the Vehicle, the Renter does a walk-around inspection, comparing the check-in sheet to the actual condition of the Vehicle. Before taking the Vehicle, the Renter reports to the Open Owner any damage that is not listed on the check-in sheet, along with photos. The Renter will be charged for any damage that is not listed on the check-in sheet and not reported before the start of the rental.

At the end of the rental, the Renter must report, on their own initiative, any damage that has occurred to the Vehicle during the rental. A penalty, defined under Article 9.h of the Drivy Open Terms, will be charged for any unreported damage.

At the end of the rental, the Renter shall take photos going around the whole Vehicle, including at least 8 different angles corresponding to the check-in sheet. These photos must be kept for 30 days. If any damage is reported by the Open Owner or the next Driver, the Renter must provide these photos to Drivy to evidence the condition of the Vehicle at the time it was returned. If a Renter refuses or is unable to provide all 8 (eight) check-out photos in good quality to Drivy, they will be liable for the damage reported by the Open Owner.

The Open Owner shall inspect the Vehicle before any personal use. When the Open Owner unlocks the Vehicle, they are considered to have accepted its condition.

After the end of the rental, the Open Owner has up to 2 days (5 days in France, Belgium, Spain, Germany and Austria) to report any additional damage to the Vehicle and initiate proceedings with Drivy's customer service. They must provide photos to back up this request. Drivy will contact the most recent Renter and recover their check-out photos to establish liability for the damage.

Should the liability not lie with the most recent Renter, it is up to the Open Owner to investigate the liability of the damage through check-out pictures and notify Drivy.

- **Rental agreement**

The Drivy Open Renter accepts the Rental Agreement at the time the rental begins, i.e. the Agreement is validated when the doors of the Drivy Open Vehicle are unlocked.

The Drivy Open Owner automatically accepts the Rental Agreement when the renter unlocks the doors of the Vehicle.

- **Management Fees, compensation fees and penalties specific to rentals using the Drivy Open service**

Drivy will charge an Open Unreported Claim Management fee (defined in Annex 1-B) to any Renter who does not self-report any damage for which they may be held liable during the check-out procedure.

As the Renter and the Car Owner do not meet when the vehicle is returned to the Car Owner, the instructions given by the Car Owner will rule the parking of the vehicle at the end of the rental. If nothing is specified, the vehicle must be parked up to 500 meters away from the parking address on the listing, in a fine-free parking and where there is no risk for the vehicle to be impounded, within 48 hours following the end of the rental.

- **Data privacy**

The personal data privacy policy is defined on a dedicated page, as per Article 15 of the Terms. The same policy applies to the Drivy Open service.

By using the Drivy Open service, the Renter agrees that Drivy may consult the GPS position, speed and operating status of the Vehicle they are renting, if needed.

- h. Special offers**

Among other things, Owners may benefit from conditions negotiated by Drivy with partners to carry out various technical inspections of their Vehicle/s.

The partners may, if this inspection has been carried out by means of a Drivy offer, provide Drivy with the results of these checks (the "**Vehicle Data**").

By taking advantage of these specific offers, you agree that Drivy may use the Vehicle Data, in particular with respect to the condition of the Vehicle.

Drivy reserves the right to remove Vehicles from the site that do not comply with the Terms, on the basis of the information recorded on the Vehicle Data.

- i. Instant Booking**

This feature enables an eligible Car Owner to automatically accept a booking request by a Renter. The Car Owner remains responsible for the Rental terms and commits to fulfil the checks described in the Articles 8 et 9.h.

Drivy reserves the right to refuse, withdraw, or restrict access to a Car Owner to the Instant Booking feature if they do not meet one of the criteria for this feature, namely (i) high acceptance rate and (ii) a Rental requests response time of more than 2 hours.

## **9. Country-specific conditions**

In addition to the special terms and conditions mentioned in the articles above, certain conditions apply to Users and Vehicles depending on the country where the Vehicle is registered.

## **10. Financial conditions**

### **a. Rental price**

The rental price consists of a daily rental charge including a minimum mileage allowance.

The rental price is freely set by the Car Owner, providing that the daily rental price (not including insurance with a reduced excess) is not less than the following amounts,:

- For vehicles registered in France, Germany, Spain, Belgium and Austria:
  - €10 per rental day for “eco” Vehicles;
  - €15 per rental day for “comfort” Vehicles;
  - €20 per rental day for “privilege” Vehicles;
  - €30 per rental day for “luxury” Vehicles.
  
- For vehicles registered in the UK:
  - £37 per rental day for “eco” Vehicles;
  - £46 per rental day for “comfort” Vehicles;
  - £56 per rental day for “privilege” Vehicles;

In order to provide Users the flexibility to manage special cases, Drivy does not choose the daily rental price charged by the Car Owner.

The rental price includes 200 kilometers per rental day (100 miles in the UK) up to 1,200 kilometers (600 miles in the UK) in total. If the Renter drive more than the above allowances, the rental price will be adjusted according to a price per extra mile fixed by Drivy and available [here](#);

It is the User’s responsibility not to charge less than these minimum prices. Drivy reserves the right to refuse to validate rentals below these minimum prices or, if the rental has already begun, to suspend payment to the Car Owner until the situation has been amended.

The Renter represents that he has authorised Drivy to collect the different sums (rental price, security deposit, compensation, management fees and penalties) in the name and on behalf of the Car Owner.

### **b. Insurance premium**

Once the rental price has been paid, Drivy also collects the insurance premium payment on the Car Owner’s behalf to cover any damage that may occur during the rental. The details of the conditions under which the Renter or the Car Owner may benefit from the insurance coverage are detailed in paragraph 5.f, and all of the insurance coverage may be viewed at [www.drivy.co.uk/insurance](http://www.drivy.co.uk/insurance).

Drivy also gives the Renter the opportunity to reduce the excess amount by purchasing a “Reduced Excess” option. The details of the Terms of this insurance option can be found at [www.drivy.co.uk/insurance](http://www.drivy.co.uk/insurance).

### **c. Drivy's Service Fees**

The breakdown of the total rental price for the Renter, excluding the reduced excess option, is shown below:

- 70% of the rental price is paid to the Car Owner;
- The insurance premium is payable by the Car Owner to the insurer;
- The road assistance premium is payable by the Car Owner to the road assistance company;
- The amount resulting is collected by Drivy as a Service Fee.

The fees collected by Drivy break down as follows:

- Drivy collects the entire transaction when the rental is validated (agreement between the Car Owner and the Renter); At the end of the rental, the Car Owner and the Renter carry out a fuel check and adjust the mileage. For Open cars compatible to "auto-adjustments" feature the fuel and mileage checks are done automatically through the Open box. If applicable, Drivy then collects the estimated cost of the fuel adjustment and the difference between the amount initially collected and the total price of the transaction, taking into account the positive mileage adjustments.
- Drivy pays 70% of the total rental price, including mileage adjustments, to the Car Owner within 6 business days of the end of the rental;
- Drivy transfers the insurance premium to the insurer in the name and on behalf of the Car Owner;
- Drivy transfers the roadside assistance premium to the roadside assistance company in the name and on behalf of the Car Owner.

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

In this case, Drivy will transfer the money to the Car Owner:

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

### **d. Management fees for damages**

In the event of a claim, the Renter may be liable for a Claims management fee to Drivy, as defined in Annex 1-C. The Renter has the right to provide proof that the costs incurred by Drivy are lower than this fee.

If the Renter is held liable for damage caused to third parties with a Vehicle rented through the Website, without having officially reported it to Drivy or the Car Owner, the Renter will be liable for an Undeclared Third party damage management fee to Drivy, as defined in Annex 1-C. The Renter has the right to provide proof that the costs incurred by Drivy are lower than this fee.

### **e. Breakdown Management fees**

For any breakdown following normal use of the Vehicle by the Driver, the Owner is liable for a Breakdown management fee to Drivy, as defined in Annex 1-C.

These breakdown management fees are applied to the Driver if it is held responsible for the failure in the context of an expert commissioned by the Owner.

In case of wrong fuel, empty tank, lost/broken keys, the Driver will be liable for a Pilot Error management fee to Drivy (as defined in Annex 1-C).

#### **f. Penalty notice management fees**

As defined in Article 9.c, The Renter is liable for a Compensation fee for penalty notices received by the Car Owner for a motoring offence committed during the rental period. This compensation fee includes a management fee paid to Drivy, as defined in Annex 1-A. The management fee applies to each offence or traffic violation reported by the Car Owner.

#### **In Spain:**

In case of a contravention without loss of points by a Driver whose driving license is not Spanish, Drivy will debit the Renter and then repay the Owner. It will be the Owner who will resolve the fine.

In case of a contravention with loss of points, the Owner must follow the driver identification instructions provided in the infraction notice based on their country and their city.

In case of a contravention with loss of points by a Driver whose driving license is not Spanish and who provided incorrect information or non compliant with the ToS for the Rental, Drivy will debit the Renter and then repay the Owner. It will be the Owner who will set the fine.

#### **g. Late payment penalties**

Payment are due as soon as the payment request is made by Drivy. Any late payment will result in an increase of the amount after tax, by indivisible 15 days periods, starting on the first day of delay. The increase is equal to 3 times the legal interest rate effective on the billing day, unless a legitimate reason is provided by the User

In addition, when the User is a professional, a 40€/£40 indemnity is due to cover the recovery costs link to any delay in payment.

#### **h. Denial of payment**

During a standard rental, if the Renter refuses to pay, and if the means of payment used is not in the name of the holder of the rental agreement, the Car Owner will be liable to return the amount of the rental to Drivy.

### **11. 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 applicable legislation, Drivy agrees to convey a document to users on a yearly basis summarizing the gross transaction which Drivy is aware of.

For vehicles registered in France:

The French Tax Administration confirmed that revenues generated on Drivy's platform are submitted to tax.

For more information, please go to the website of the [Ministère de l'Economie et des Finances](#).

To know more about your social charges you may have to pay, please go to the website of the [French Social Security](#) and click on the link [Déclarer mes revenus issus de la location de biens](#).

For vehicles registered in Belgium:

For individuals, the tax authorities confirmed us on November 22nd, 2016 as part of an advance ruling on tax (ruling) that the income from leasing a vehicle is considered investment income (taxed 27% after deduction of actual costs or 15% of plan), subject to the following conditions:

The Owner only rents one vehicle;

For a cumulative period not exceeding 60 days per year;

The total amount of the income generated does not exceed € 2,400 per year;

The rented Vehicle cannot be a company car or be that of an independent affecting, even partially, the vehicle to its business.

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

## **12. 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.

## **13. Intellectual Property**

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

The User undertakes not to infringe on Drivy's intellectual property rights. The User may not use any of the Website's features, including printing, downloading and email, for the purpose or with

the effect of infringing on the intellectual property rights attached the Website and its components.

The User expressly agrees:

- To use the Website for the sole purpose of accessing the Service described in Article 5;
- Not to infringe on Drivy's intellectual property rights to its Website, the elements composing the Website, and its brands, or those that may be held by third parties on the elements they upload to the Website via the Service;
- Not to replicate, attempt to replicate, or assist a third party in replicating the Website or any of its elements in view to creating a Website or service offering, directly or indirectly, for or without consideration, a service that is identical or comparable to the Service, 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 Drivy of the loss, access by a third party or disclosure of his login.

The User's compliance with the obligations specified above constitutes an essential condition without which Drivy would not have entered into these Terms. Accordingly, Drivy reserves the right to suspend the User's access to the Website and the Service, and to immediately terminate their 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 Drivy 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 Site and the Application, you grant Drivy a non-exclusive license to use the contents and data you provide in connection with your use of the Services , (your "**Member Content**"). In order to allow Drivy to broadcast via digital network and according to any communication protocol (including the Internet and mobile network), as well as making the content of the Site, the Application available to the public, you authorize Drivy, throughout the entire world, for the entire duration of your contractual relationship,, to reproduce, represent, adapt and translate your Member Content in the following manner:

· You authorize Drivy to reproduce all or part of your Member 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 Site and the provision of the Service;

· You authorize Drivy to adapt and translate your Member Content, as well as to reproduce such adaptations on any digital, current or future media set out in (i) above, in order to provide the Services, in particular in different languages. This right includes, in particular, the right to carry out, in compliance with your moral right, changes in the formatting of your Member Content for the purpose of respecting the graphic charter of the Site and the Application and/or making it technically compatible for publication via the Site and the Application.

## **14. Liability**

Users are informed and accept that the Website and the Service are provided as-is.

Drivy cannot be held liable for the incorrect functioning of the Website, the Application, the Service or even the Referral Program, including their lack of availability, if attributable to the behaviour of a User, in case of an unpredictable and insurmountable act of a third party, or in case of force majeure.



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

- a. That they are aware of the risks of services provided on-line, especially in terms of response time;
- b. That it is their responsibility to take all necessary measures to ensure that the technical characteristics of their computer and/or computer network allow them to access the Website and use the Service;
- c. That they are responsible for their actions and oversights on the Internet;
- d. That it is the User's 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.

Drivy can in no case guarantee the solvency of Users, including the Renters, even when the security deposit service is used.

The User acknowledges and agrees that Drivy is not obliged to carry out a background check of its Members.

Drivy reserves the right to verify such records in its sole discretion, to the extent permitted by applicable law and if it has sufficient information to identify a Member.

We choose to carry out such control actions in order to offer the best possible service conditions.

The Users must check the identity of their contact, the documents of the Car Owner's Vehicle, and the Renter's driving licence at the time the Vehicle is taken.

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

As a digital platform, Drivy's role is limited exclusively to the linking of Car Owners with Renters. Drivy 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, Drivy 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, Drivy 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..

## **15. Personal data**

Drivy is responsible for the processing of your Personal Data that is collected through your use of our Service and Website. This means that Drivy is notably in charge of their collection, their safety and their use for the purposes that Drivy 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.

## **16. Disregard with the Terms**

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

Drivy 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. Drivy 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 Site

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 Drivy team. Users registered on the exclusion list will no longer be able to rent a Vehicle or post a rental announcement on the Service. 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 terminating their User account.

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

## **18. 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 Drivy in writing of any dispute in order to obtain an amicable solution (by email to: [contact@drivy.co.uk](mailto:contact@drivy.co.uk)).

If no such solution can be found with a professional User, the dispute shall come under the exclusive competence of the courts and jurisdictions of the Paris Court of Appeal.

## Annex 1 : Applicable prices and fees

### A - Compensation fees

- Late return

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and Belgium
Late return hourly fee if the vehicle is returned less than 24 hours after the agreed return time	£5	€5
Late return minimum fee if the vehicle is returned more than 24 hours after the agreed return time	£120	€120
Late return daily fee, per full day of lateness after 24h past the agreed return time	£30	€30
Compensation for Vehicle repatriation	£100	€100

For example, for a rental ending at 6:00 P.M. of a vehicle registered in the UK, the following fees will apply if returned late:

- If the Renter returns the Vehicle at 11:00 P.M. on the same day, they will owe a late return fee of 5 hours x £5 = £25 (paid to the Car Owner).
- If the Renter returns the Vehicle at 11:00 P.M. the following day, they will owe a late return fee of £120 + £30 for the full day of the late return = £150 (paid to the Car Owner), plus one additional rental day. If the Vehicle is damaged during the rental, the repairs will be fully borne by the Renter.

- Compensation fee for smoking in a non-smoking vehicle

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and Belgium
Compensation fee for smoking in a non-smoking vehicle	£35	€15

- Compensation fee for cleaning costs

	For vehicles registered in the UK	For vehicles registered France, Spain, Austria and Belgium	For vehicles registered in Germany
Compensation fee if the exterior is noticeably dirty	£15	€15	€25
Compensation fee if the interior is noticeably dirty	£15	€15	€25

- Compensation fee for driving infractions, tickets or penalty notices

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

## B - Open

- Subscription

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

- Compensation and penalties

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and

		Belgium
Open Installation Appointment cancellation fee	£100	€100
Penalty for not returning the Drivy Open box	£400	€400
Open Unreported Claim Management fee	£90	€90

### C - Management fees

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and Belgium
Claims management fee	£30 upon purchasing reduced excess option £60 upon purchasing standard excess	€30 upon purchasing reduced excess option €60 upon purchasing standard excess
Undeclared Third party damage management fee	£382	€382
Breakdown management fee	£90	€90
Pilot Error management fee	£200	€200

### D - Fees for "auto-adjustment" activated cars

	For vehicles registered in the UK	For vehicles registered France, Germany, Spain, Austria and Belgium
<b>No refill fee (superior or equal to 10% of gas missing)</b>	£10 (includes a £3 Drivy Service fee)	€10 (includes a €3 Drivy Service fee)

E - Fuel price for “auto-adjustments” activated cars

Car registration country	Petrol	Diesel
FR	1,80€	1,70€
BE	1,54€	1,50€
ES	1,25€	1,15€
UK	£1.25	£1.25
DE	1,50€	1,40€
AT	1,50€	1,40€