

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.

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1. Definitions

“Listing”: Refers to the Car Owner’s advert on Getaround 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.

“Car Owner using Getaround Connect ”: Refers to a person or entity wishing to rent out a Vehicle using the technology.

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

“Telematics Box”: refers to the telematics device that Getaround can install in certain Vehicles listed on the Platform, which allows the locking and unlocking of the Vehicle’s doors, and registers certain information regarding the Vehicle’s condition at check-in and check-out (including, but not limited to mileage, fuel level...)

“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.

“Vehicle using Getaround Connect technology”: self-service Vehicles equipped with a Telematics Box allowing the functioning of the Getaround Connect technology.

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

“Getaround Connect technology”: refers to the technology allowing the rental of the Vehicle between the Car Owner and the Renter without physically exchanging the keys of the Vehicle. This technology works in particular thanks to the installation of the Telematics Box in the Vehicle.

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

Getaround 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 “Getaround” website, at fr.getaround.com, uk.getaround.com, de.getaround.com, at.getaround.com, es.getaround.com, be.getaround.com, fr.be.getaround.com (hereinafter the **“Website”**), and the “Getaround” 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 Getaround are referred to together as the **“Parties”**.

“Your Getaround” 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 Getaround and the Users. The relations between Renters and Car Owners are governed by the rental agreement. Getaround is a publisher of business networking software, and is not a party to the rental agreement between the Renter and the Car Owner. Getaround does not rent out Vehicles either by the Website, the App, the Services, or by any other means, and has no activity other than that of connecting Users to each other for the purpose of Vehicle rentals.

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 Getaround.

3. Modification

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

Getaround can modify the Terms unilaterally 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, Getaround 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 he is a private individual ("Private Car Owner"), may not use the Service for professional or commercial purposes (In the UK, a private individual can not list more than 2 Vehicles);;
- If he is a professional ("Professional Car Owner"), must fill in all the information relating to their business on the Website (company name, national number¹, 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;
- May not create several Getaround 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 Getaround
- May only offer Vehicles for rent that are up-to-date with their technical inspection²; If a Vehicle is awaiting a follow-up inspection, the Getaround Service will not consider it to be up-to-date with its technical inspection, and it cannot be rented out via Getaround, even if it may be driven legally;
- May only 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 Getaround;
- Must have accepted these Terms.

In addition and without prejudice to the obligations and conditions mentioned above, the Vehicle offered by the Car Owner using Getaround Connect upon registering for the Getaround Connect technology defined in paragraph 5.h must meet the following additional conditions:

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

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

- The mileometer must indicate less than 150,000 km (80,000 miles for UK plate vehicles) on the installation day of the Telematics Box;
- The Vehicle must be strictly less than 11 years old (8 years old in the UK) on the date of the Telematics Box 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 Car Owner using Getaround Connect must have a set of duplicate keys available at all times.

Getaround 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;
- May not create multiple My Getaround 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 Getaround;
- 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, Getaround 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 Getaround upon the latter’s request, and undertakes to regularly update their information.

Getaround reserves the right to accept or refuse any registration on the Website at its sole discretion, and without justification, and to suspend and/or remove the My Getaround 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 Getaround 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 Getaround;
- Any Member that does not comply with the Terms.

b. Privacy and login

Upon registering on the Website, the User creates a Getaround 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 Getaround, who will then cancel and/or immediately update the Login.

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

c. KYC (“Know Your Customer”) policy

According to customer due diligence imposed to Stripe (Getaround’s partner to manage financial flows) by the financial and monetary code (hereafter “Customer Due Diligence”), Getaround 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 Getaround 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 Getaround. Payments to the Car Owner will be suspended until the Car Owner’s identity has been verified.

5. Definition of the Services

a. Linking

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

Getaround 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, Getaround allows Members to delegate their responsibility to check identities to Getaround. This service is currently only available for Vehicles equipped with the Getaround Connect technology.

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

c. Rental agreement

Getaround 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 Rentals using Getaround Connect technology.

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.

Getaround 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

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

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

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

Any sums paid on the Platform via PayPal are kept in a dedicated bank account opened with the French bank Banque Populaire Méditerranée. As soon as these sums are due to the Members (end

of the rental, cancellation,...), a transfer is issued from this bank account to the Member's bank details entered on his/her Getaround account.

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

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

e. Insurance

Getaround'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.

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

f. Security deposit management

Getaround 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 Getaround to the exclusion of all other methods (e.g. deposit cheque, security deposit remitted directly to the Car Owner, etc.).

g. Getaround Connect technology

Under the Getaround Connect technology, Getaround offers to equip one or more of the Car Owner's Vehicles listed on the Website with the Telematics Box, 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 Getaround Connect technology offered by Getaround to Car Owners provides:

- The installation of a Telematics Box ("") in the Vehicle of the Car Owner using Getaround Connect
- Connected tools to establish the check-in and check-out process of the Vehicles equipped with Telematics Box
- Connected tools to manage Rentals using Getaround Connect technology without having to physically meet the Renter
- Connected tools to manage their Vehicle using Getaround Connect technology outside of rental situations using Getaround Connect technology.

The Getaround Connect technology is offered to Users only in connection with the Getaround Services described in the Getaround Terms accepted by Users when they register on the Website.

The Getaround Connect technology is integrated with and inseparable from the Website, and is present on the following links:

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

For Germany: <https://de.getaround.com/open-autobesitzer>

For Spain: <https://es.getaround.com/open-propietario>

For Flemish-speaking Belgium: <https://be.getaround.com/open-eigenaar>

For the UK: <https://uk.getaround.com/open-owner>

Using the Getaround Connect technology, rentals can be performed differently to the standard Getaround Service.

The Getaround Connect technology 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 Getaround with its partners. All these offers can be found on the [Special offers](#) page on the UK website.

i. Referral Program

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

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

6. Availability of the Website and Services

The User can access the Website via the public URLs fr.getaround.com, uk.getaround.com, de.getaround.com, at.getaround.com, es.getaround.com, be.getaround.com, fr.be.getaround.com. 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 Getaround. Interruptions may also occur due to breakdowns or due to maintenance and updating required for the proper operation of the Website and to provide the Service (hereafter "Maintenance Operation").

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

In the event of a malfunction or bug that prevents the Website from properly functioning or provision of the Service, Getaround agrees to take the necessary action to recover the Website and/or the Service as soon as possible.

The User may contact Getaround 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.

7. 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 is strictly less than 15 years old according to its registration card for France, Spain, Germany, Austria and Belgium (strictly less than 10 years for the UK)
- Vehicle has 4 wheels (two- or three-wheeled Vehicles are not allowed)
- Vehicle can carry a maximum of 9 persons including the driver (minibus and commercial vans 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
 - 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

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. Getaround cannot be held liable for the violation of any agreement made between the Car Owner and a third party, any breach of the Car Owner’s obligations to third parties, or any violations of applicable laws, rules and regulations.

As a digital linking platform, Getaround 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 Getaround 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 the Telematics Box, automatic acceptance of requests (Instant Booking), acceptance rate of requests. This ranking system is independent of any contractual relationship between Getaround and Car Owners. In other words, a Car Owner cannot pay or modify the percentage of their commission in order to improve the ranking of their Listings.

c. Non-approval

Getaround does not stand as a guarantor for any User or Vehicle. These Terms stipulate that Users must provide accurate information. Although Getaround 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 Getaround liable or take legal action against Getaround for such acts or omissions.

8. 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 Getaround 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 Getaround. 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 Getaround 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 a Car Owner. The compensation claim will be accepted if the Renter can prove that the cancellation of the booking is coming from the Car 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 Car 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 Car Owner.

Cancellation of a booking by the Car Owner

The rental will be considered as cancelled if the Car Owner voluntarily cancels it (on his sole

decision or if the Vehicle is no longer available). In such case, the Car Owner will be charged with the following cancellation fees:

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

The rental will also be considered as cancelled if:

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

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

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

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

- the Car Owner cancels a booking based on a prejudice against the Renter
- the Car Owner cancels rentals repeatedly
- 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 Getaround. In such a case, they will not be able to use or benefit from the Website and the Application.

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

If the Rental required the Renter's profile to be verified (i.e. all Rentals using Getaround Connect technology, all rentals of "privilege" or "luxury" Vehicles, and any rental in the UK), and the information provided by the Renter did not enable Getaround to complete positively the profile verification at the latest when the Rental was due to begin, the Rental has to be cancelled by the Renter or the Car Owner. The Car Owner won't be compensated for such cancellation, even if it happens less than 48 hours before the start of the rental. The Renter will be fully reimbursed.

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, Getaround 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. Getaround 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 Car 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:

- The person wishing to take possession of the Vehicle is not the Renter.
 - The Renter provides a payment card that does not belong to them (for rentals of Vehicles registered in France, Belgium, the UK or Spain);
 - 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.
 - 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 uses the Getaround Connect technology, Getaround 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 Getaround 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 Getaround, 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 Car Owners of Vehicles equipped with the Getaround Connect technology, Users agree that Getaround does not conduct any of the checks and verifications listed above. Each User is entirely and solely responsible for these checks and verifications.

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 return 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

Getaround offers Users certain information necessary for a good rental experience. This information is available at the online Help Centre, accessible via the Website or the 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 Getaround 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 Getaround. 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.

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

refilling of oil or another liquid (such as AdBlue®) or other repairs or spare part replacements that could be done in less than 1 hour on the spot or at the Roadside assistance provider's workshop.

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 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 Getaround. Except in the case of force majeure or unforeseen circumstances, after this period of time, Getaround 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 Getaround 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://uk.getaround.com/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 Getaround'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:

- A Car 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 Car Owner will be entitled to proportional reimbursement along with any expert costs incurred.. This proportional reimbursement is calculated by reference to the otherwise expected remaining life of the clutch, based on the mileage at the end of the 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.

Getaround is not responsible for User peer reviews.

9. Terms and Conditions of the various Services

a. Identity check service

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

Under this plan, Getaround 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 Getaround 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 Getaround.

b. Rental agreement

Getaround offers Members rental agreements for Vehicle rentals conducted via the Getaround platform, but remains a third party to the legal transaction of renting a Vehicle (Getaround 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 Rentals using Getaround Connect technology.

By using these agreements, Users benefit from the Services offered by Getaround, 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 Renter, allowing the rental to take place smoothly. The terms of the agreement can be found online at:

<https://fr.getaround.com/contrat-location-vehicule-entre-particulier>
<https://de.getaround.com/mietvertrag>
<https://es.getaround.com/contrato>
<https://at.getaround.com/mietvertrag>
<https://be.getaround.com/huurovereenkomst>
<https://fr.be.getaround.com/contrat-location-vehicule>
<https://uk.getaround.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 Getaround 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**

Getaround acts as an intermediary for the payment of compensation fees.

Payment of compensation to the Car Owner is subject to the Renter's prior payment thereof.

The Renter is informed that if the Car Owner provides proof of the former's liability, the excess, compensations and penalties will be deducted directly from any payment method used on Getaround 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 less than 30 minutes after the agreed return date and time, he 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 Getaround 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 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 Getaround makes the rental-related payments between Users. Users wishing to request Getaround to make such payments, must be in compliance with all stated Terms, in particular those in Article 4.

The Getaround 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 Getaround with the information specific to the rental, must be completed and signed by both parties when the Car Owner hands over the Vehicle keys to the Renter. It must be sent to Getaround 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 Getaround 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 Getaround throughout the entire rental period;
- In addition to the insurance offered by Getaround, 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 uk.getaround.com/insurance.

For the Car Owner to be able to benefit from the comprehensive insurance cover, they must report any damage to Getaround 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 Getaround 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)
 - No previous driving ban or disqualification;
 - Has received strictly less than 2 minor convictions in past 3 years;
 - Has received no more than 6 penalty points in past 4 years;
 - No more than one accident in past 3 years;
 - No bankruptcy / No CCJs within the last 3 years & stability of residential address for past 24 months;
- The Vehicle 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 United Kingdom.
- 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 Getaround,;
- The Driver and potential secondary drivers must be adults over 18 years of age;
 - May not create several My Getaround 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 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 Getaround by sending an email to Getaround'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 GETAROUND BY SENDING AN EMAIL TO GETAROUND'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

Getaround 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. Getaround 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. Getaround 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 Getaround 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.

Getaround 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 Getaround;
- 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 Getaround if the Renter's account balance permits;
- In any case, Getaround will not play any third party payment role for problems reported by the Car Owner to Getaround more than a month after the end of the rental, except for traffic tickets of which the Car Owner could be legitimately unaware.

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

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

For Cars registered in the UK, the Renter expressly authorises Getaround 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	Eco	Comfort	Privilege
Vehicle damage	£800	£1,000	£1,500
Fire	£800	£1,000	£1,500
Theft	£800	£1,000	£1,500

Theft with inability to return the keys	£3,000	£3,000	£3,000
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f. Getaround Connect technology provided

- Listing a Vehicle

The Car Owner using Getaround Connect may request for the Telematics Box to be installed on one or more of their Vehicles, using the registration form provided by Getaround: uk.getaround.com/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 Car Owner using Getaround Connect and may make an appointment for the installation.

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

- Installation of the Telematics Box in the Vehicle

The Car Owner using Getaround Connect agrees to make their Vehicle available for a technician to install the Telematics Box, 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 Car Owner using Getaround Connect may be asked to leave their Vehicle at a site determined by Getaround for this installation. The Car Owner using Getaround Connect agrees explicitly with this.

The Car Owner using Getaround Connect agrees to respect the appointment with the installation technician. If the installation is cancelled within 2 working days of the agreed-upon appointment, Getaround will charge an Appointment cancellation fee to the Car Owner using Getaround Connect 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 Car Owner using Getaround Connect.

- Removal of the Vehicle's Telematics Box

Getaround can request the removal of the Telematics Box whenever a Vehicle reaches a certain age or mileage on its mileometer:

- For FR, DE, ES, AT, BE: 12 years old or 200,000 km
- For the UK: 9 years old or 100,000 miles

Getaround provide the Car Owner using Getaround Connect a 30-day notice before deactivating the Getaround Connect technology. The Car Owner using Getaround Connect will be contacted to schedule an appointment for the removal of the Telematics Box.

The Car Owner using Getaround Connect may request the removal of the Getaround Connect technology at any time.

The Car Owner using Getaround Connect 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 Getaround Connect technology are specified in the Terms below.

Getaround undertakes to remove the Getaround Connect technology from the Vehicle concerned within 30 days of the email request of the Car Owner using Getaround Connect.

The Car Owner using Getaround Connect undertakes to make their Vehicle available to a technician for the removal of the Telematics Box, which takes a maximum of 2 hours. Removals are scheduled on weekdays, Monday through to Friday, from 8 A.M. to 5 P.M.

The Car Owner using Getaround Connect 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 Car Owner using Getaround Connect, the service will be billed the following month, and each month thereafter until the system is removed.

The Car Owner using Getaround Connect may be asked to leave their Vehicle at a site determined by Getaround for this removal.

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

- **Financial terms for the subscription to the Getaround Connect technology for a Car Owner using Getaround Connect**

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

The installation or the removal of the Telematics Box are free of charge for the Car Owner, provided the Car Owner respects the agreed-upon installation/removal appointment with the technician responsible for installing the Telematics Box.

- **Terms of cancellation**

There is no charge for cancelling the Getaround Connect technology. There is no minimum time commitment required of the Car Owner using Getaround Connect.

- Ownership of the Telematics Box

The Telematics Box is only installed in the Vehicle using Getaround Connect technology of a Car Owner as a loan, without transfer of ownership.

Getaround may remove and recover this Telematics Box from the Vehicle at any time. Getaround is not required to reveal its reasons for the removal to the Car Owner using Getaround Connect. In the event of such removal, Getaround will give the Car Owner using Getaround Connect a minimum of 30 days' notice.

If the Vehicle has been permanently immobilised, the Car Owner must notify Getaround and facilitate access to the Vehicle for the recovery of the Telematics Box.

The Car Owner using Getaround Connect may not sell their Vehicle before the Telematics Box is removed.

The Car Owner using Getaround Connect may not have the Telematics Box removed by a third party.

The Car Owner using Getaround Connect may not permit a third party to handle the Telematics Box.

If the Car Owner fails to return any Telematics Box, the Car Owner using Getaround Connect will be charged a Penalty for not returning the Telematics Box , as described in Annex 1-B.

- Technical responsibility

Getaround or the Getaround Connect technology may be held liable for the breakdown of the Vehicle for only two causes: an Immobiliser-linked breakdown or a central lock-linked breakdown.

If the Car Owner using Getaround Connect 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 Telematics Box is directly connected, and no other part of the Vehicle.

- Data privacy

By subscribing to the Getaround Connect technology, the Car Owner using Getaround Connect agrees that Getaround may consult the GPS position, speed and operating status of the Vehicle, if needed.

Getaround has set up restrictions in its Getaround Connect technology to protect the data privacy of the Renter of a Vehicle equipped with the Getaround Connect technology. The Car Owner using Getaround Connect undertakes not to use the Telematics Box 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 Getaround Connect technology, Getaround reserves the right to consult the GPS position, speed, and operating status of Vehicles equipped with the Getaround Connect technology.

g. Getaround Connect technology – Rental management

- Booking a Vehicle using Getaround Connect technology

Vehicles using Getaround Connect technology may only be booked on the Website. The rental request process for the Renter and its acceptance by the Car Owner using Getaround Connect remain unchanged. Use of the Vehicle using Getaround Connect technology outside the context of a Getaround Rental is not covered by the insurance specified in Getaround'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 Rental using Getaround Connect technology, the Renter must send their identity papers to Getaround to verify their profile. These documents include a clear picture 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://uk.getaround.com/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 Getaround 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 Getaround Connect technology's policy concerning insurance

Before any Rental using Getaround Connect technology, the Car Owner using Getaround Connect 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 Car Owner using Getaround Connect must update this report if the condition of the Vehicle change, i.e. after new damage or repairs. No claims for compensation under the Rental using Getaround Connect technology insurance will be paid to a Car Owner using Getaround Connect whose report is not up to date.

Before starting a Rental, the Renter must take 8 photos in wide view around the Vehicle which thoroughly details the initial state of the Vehicle. If any damage and/or excessive soiling is noticed inside the Vehicle, the Renter shall also take photos of such damage/soiling as evidence,

otherwise the Renter can be held responsible for such damage/soiling. These photos must be kept for a period of 1 month after the end of the rental period. The Renter will be charged for any damage that is not report before the beginning of the Rental period.

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 Getaround Connect technology 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 Car Owner using Getaround Connect or the next Driver, the Renter must provide these photos to Getaround 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 Getaround, they will be liable for the damage reported by the Car Owner using Getaround Connect.

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

After the end of the rental, the Car Owner using Getaround Connect 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 Getaround's customer service. They must provide photos to back up this request. Getaround 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 Car Owner using Getaround Connect to investigate the liability of the damage through check-out pictures and notify Getaround.

- Rental agreement

The Renter using Getaround Connect accepts the Rental Agreement at the time the rental begins, i.e. the Agreement is validated when the doors of the Vehicle using Getaround Connect technology are unlocked.

The Car Owner using Getaround Connect 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 Getaround Connect technology

Getaround will charge a Getaround Connect 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 Vehicle must be parked up to 400 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, except if mutually agreement otherwise between the Car Owner and the Renter. Otherwise, the fees and compensations mentioned in Annex 1-A apply and the Renter will be charged of the fine or pound fees, if any.

The Car Owner is required to pay any parking fees between two rentals, if any.

- **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 Getaround Connect technology.

By using the Getaround Connect technology, the Renter agrees that Getaround may consult the GPS position, speed and operating status of the Vehicle they are renting, if needed.

h. Special offers

Among other things, Car Owners may benefit from conditions negotiated by Getaround 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 Getaround offer, provide Getaround with the results of these checks (the "**Vehicle Data**").

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

Getaround reserves the right to remove Vehicles from the site that do not complying 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.

Getaround 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.

10. 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.

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

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

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

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

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

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

For more information, visit uk.getaround.com/help/camera.

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

11. Financial conditions

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

- The Rental Price paid to the Car Owner;
- the insurance premium according to the conditions of the specific rental ;
- The road assistance premium; and
- The Renter Service Fee paid to Getaround (detailed below).

The breakdown of the Car Owner payout is:

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

a. Rental Price

The Rental Price is freely set by the Car Owner, providing that the daily Rental Price (not including any reduced excess option) is not less than the following amounts:

- For vehicles registered in France, Germany, Spain, Belgium and Austria for all categories : 10€ per rental day
- For vehicles registered in the United Kingdom:
 - £10 per rental day for "eco" Vehicles";
 - £13 per rental day for "comfort" Vehicles;
 - £15 per rental day for "privilege" Vehicles.

The Rental Price consists of an hourly or daily rental charge including a minimum mileage allowance. The Rental Price does not include insurance fees and Getaround Service fees that will be charged to the Renter. The Car Owner can choose not to offer hourly rentals and have only daily rental offers, thus opting-out of the hourly rental option proposed by Getaround.

Should the Car Owner accept to offer hourly rentals, the hourly Rental Price will apply from one hour up to 8 hours of rental. For one hour, it corresponds to 45% of the daily Rental Price defined by the Car Owner. For each hour from 2 to 8 hours, the additional Rental Price is 6.875% per extra hour. The Rental Price for more than 8 hours of rental corresponds to the daily Rental Price defined by the Car Owner.

The Car Owner can also define different Rental Prices depending on which day of the week it is. The Car Owner can select a Rental Price for low seasons (weekdays), medium seasons and/or high seasons (holidays, summer,...), and more generally custom the Price directly on his/her calendar.

In addition, a reduction in the daily Rental Price applies from two days up to a month of consecutive Rentals:

- For vehicles registered in France, Germany, Spain, Belgium and Austria: the Car Owner can adjust his/her Rental Price (thus modulating the reduction proposed by Getaround) within a range defined [here](#) by Getaround ;
- For vehicles registered in the United Kingdom: the reduction applied will be 5% for 2-day rentals, 15% for 1-week rentals and 30% for 30-day rentals.

The Rental Price includes:

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

If the Renter drives more than the above allowances, additional mileage fees will be charged to the Renter according to a price per extra kilometer (mile in the UK) fixed by Getaround. Part of the mileage fee is transferred to the Car Owner. The compensation per extra kilometer (mile in the UK) depends on the category of the Vehicle and is fixed as such:

- Total mileage fee charged to the Renter:

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

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

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

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

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

b. Insurance & roadside assistance premia

Getaround collects (i) the insurance premium if any to cover any damage that may occur during the rental, and (ii) the roadside assistance premium. The details of the conditions under which the Renter or the Car Owner may benefit from the insurance coverage and the roadside assistance premium are detailed in paragraph 5.e, and all of the insurance & roadside assistance coverages may be viewed at uk.getaround.com/insurance.

Getaround 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 uk.getaround.com/insurance.

The amount of the insurance depends notably on the Vehicle category and the age of the Renter. Additional fees will be charged to Renters in France and the UK (and potential secondary drivers in France) who are 25 years old and younger.

c. Getaround's Service Fees

The Renter Service Fees

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

the Car Owner Service Fees

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

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

technology						
1 Vehicle using the Getaround Connect technology	30%	25%	25%	25%	25%	25%
At least 2 Vehicles using the Getaround Connect technology	25%	25%	25%	25%	25%	25%

Getaround 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 Vehicle using Getaround Connect technology compatible to “auto-adjustments” feature the fuel and mileage checks are done automatically through the Telematics Box. If applicable, Getaround 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.

Getaround pays the Car Owner Payout, including mileage adjustments, to the Car Owner within 6 business days of the end of the rental.

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

In this case, Getaround will transfer the 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 Getaround, 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 Getaround, as defined in Annex 1-C. The Renter has the right to provide proof that the costs incurred by Getaround 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 Getaround or the Car Owner, the Renter will be liable for an Undeclared Third party damage management fee to Getaround, as defined in Annex 1-C. The Renter has the right to provide proof that the costs incurred by Getaround are lower than this fee.

e. Breakdown Management fees

For any breakdown following normal use of the Vehicle by the Driver, the Car Owner is liable for a Breakdown management fee to Getaround, 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 Car Owner.

In case of wrong fuel, empty tank, lost/broken keys, the Driver will be liable for a Pilot Error management fee to Getaround (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 Getaround, 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, Getaround will debit the Renter and then repay the Car Owner. It will be the Car Owner who will resolve the fine.

In case of a contravention with loss of points, the Car 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, Getaround will debit the Renter and then repay the Car Owner. It will be the Car Owner who will set the fine.

g. Late payment penalties

Payments are due as soon as the payment request is made by Getaround. 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 Getaround.

12. Taxes

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

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

For vehicles registered in France:

The French Tax Administration confirmed that revenue generated on Getaround'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:

On 22nd November 2016, the tax authorities confirmed that, for individuals, 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 Car 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. Getaround is in no way involved in these processes and responsibility will not be sought in this respect.

13. 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.

14. Intellectual Property

Getaround holds all of the intellectual property rights related to the text, graphics, sound, videographic and software elements, and all other types of elements on the Website, including the Getaround brand, with the exception of information entered by Users. Getaround alone owns the intellectual property rights to the Website.

The User undertakes not to infringe on Getaround'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 Getaround'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 Getaround 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 Getaround would not have entered into these Terms. Accordingly, Getaround 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 Getaround or any other remedy that may be used against the User.

In order to permit the provision of the Services and in accordance with the purpose of the Site and the Application, you grant Getaround 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 Getaround 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 authorise Getaround, 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 authorise Getaround 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 authorise Getaround 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.

15. Liability

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

Getaround cannot be held liable for any issues that arise from 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 they acknowledge:

- a. That they are aware of the risks of services provided online, 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 viruses circulating on the Internet or by any other electronic means.

Getaround 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 Getaround is not obliged to carry out a background check of its Members.

Getaround 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.

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

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

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

16. Personal data

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

17. Disregard with the Terms

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

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

18. Miscellaneous

The Parties are independent from each other. No Party may make a commitment in the name and on behalf of the other Party. Each Party acts in its own name and on its own behalf. None of the provisions of the Terms may be construed as creating a company, mandate, or representative or employer-employee relationship between the Parties.

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

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

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

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

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

19. Applicable law, jurisdiction, and mediation

The Terms are subject to French law.

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

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

In addition, and in accordance with articles L.616-1 and R.616-1 of the French Consumer Code, Getaround offers a consumer mediation system for its French Users. The mediation entity selected by Getaround is: CNPM - CONSUMER MEDIATION. In case of dispute, Users can file their claim on its website at <https://cnpm-mediation-consommation.eu> or by post by writing to:

CNPM - MEDIATION - CONSUMPTION
27 avenue de la liberation
42400 Saint-Chamond

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

Annex 1 : Applicable prices and fees

A - Compensation fees

- Late return

	Total amount charged to the Renter	Compensation paid to the Car Owner
Late return fee per started hour beyond the initially scheduled time”	£15 in the UK / 15€ in France, Germany, Spain, Austria and Belgium	£10 in the UK / 10€ in France, Germany, Spain, Austria and Belgium

Getaround grants a tolerance for the first 30 minutes after the time initially agreed the Car Owner and the Renter for the end of the Rental, and does not apply the late return fee during that period. Outside that tolerance, the late return fee applies from the time initially agreed the Car Owner and the Renter for the end of the Rental, and a started hour is an invoiced hour: from one minute beyond the end time of the Rental initially agreed between the Car Owner and the Renter, the hourly late return fee will be charged to the Renter.

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

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

- If the Renter returns the Vehicle at 6:13 P.M. on the same day, the Renter will owe no late return fee.
- If the Renter returns the Vehicle at 10:17 PM . on the same day, he will owe a late return fee of 5 hours x £15 (or 15€) = £75 (or 75€) (including £50 (or 50€) paid to the Car Owner), plus 5 additional rental hours. .
- Compensation fee for the repatriation of the Vehicle

At the end of a Rental, the Vehicle must be brought back by the Renter within a 400 meter radius around the location indicated in the rental page in the App (unless another return location is expressly requested by the Car Owner and accepted by the Renter).

Otherwise, the following compensation and fees will apply, provided it is requested by the Car Owner through Getaround's contact page within 48 hours following the end of the Rental :

Checkout distance from agreed location	Total amount charged to the Renter	Compensation paid to the Car Owner

400m to 2km (400 m to 2 miles in the UK)	£35 in the UK / 35€ in France, Germany, Spain, Austria and Belgium	£20 in the UK / 20€ in France, Germany, Spain, Austria and Belgium
2km to 10km (2 miles to 10 miles in the UK)	£90 in the UK / 90€ in France, Germany, Spain, Austria and Belgium	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium
More than 10km (more than 10 miles in the UK)	£190 in the UK / 190€ in France, Germany, Spain, Austria and Belgium	£100 in the UK / 100€ in France, Germany, Spain, Austria and Belgium

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

Checkout distance from the private parking spot	Total amount charged to the Renter	Compensation paid to the Car Owner
Parked in the proper parking lot but not on the exact parking space	£35 in the UK / 35€ in France, Germany, Spain, Austria and Belgium	£20 in the UK / 20€ in France, Germany, Spain, Austria and Belgium
Outside the parking to 2 km (2 miles in the UK)	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium	£30 in the UK / 30€ in France, Germany, Spain, Austria and Belgium
2km to 10km (400m to 10 miles in the UK)	£90 in the UK / 90€ in France, Germany, Spain, Austria and Belgium	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium
More than 10 km (more than 10 miles in the UK)	£190 in the UK / 190€ in France, Germany, Spain, Austria and Belgium	£100 in the UK / 100€ in France, Germany, Spain, Austria and Belgium

- Compensation fee for smoking in a non-smoking vehicle

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

B - Getaround Connect technology

- Subscription

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

- Compensation and penalties

	For vehicles registered in the UK	For vehicles registered in
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		France, Germany, Spain, Austria and Belgium
Getaround Connect Installation Appointment cancellation fee	£100	€100
Penalty for not returning the Telematics Box	£400	€400
Getaround Connect Unreported Claim Management fee	£90	€90

C - Management fees

	For vehicles registered in the UK	For vehicles registered in 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

	Total amount charged to the Renter	Compensation paid to the Car Owner
No refill fee)	£0.60 per missing liter in the UK / 0.60€ per missing liter in France, Germany, Spain, Austria and Belgium	£0.20 per missing liter in the UK / 0.20€ per missing liter in France, Germany, Spain, Austria and Belgium

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

Car registration country	Petrol	Diesel
FR	1,75€	1,65€
BE	1,45€	1,50€
ES	1,40€	1,35€
UK	£1.35	£1.44
DE	1,50€	1,40€
AT	1,50€	1,40€