

# T&C

## General Terms and Conditions of GOVECS SHARING GmbH

As of March 5, 2020

### Preamble

ZOOM sharing ("hereinafter: "ZOOM") is an offer of GOVECS SHARING GmbH, Ludwigstraße 59, 70176 Stuttgart, Germany (hereinafter "GOVECS SHARING"). Within the business area of GOVECS SHARING, ZOOM offers its customers the possibility to use electrically operated vehicles (hereinafter "rental vehicles") for a fee in the form of a short-term rental. This is based on the following General Terms and Conditions ("hereinafter: "T&C"). By registering with ZOOM (basic contract), the customer is entitled to use the rental vehicles in accordance with the following provisions of these T&C after the conclusion of an individual rental contract.

### Section 1 Scope of these T&C, amendment of the T&C

#### Paragraph 1: Scope

These T&C apply to the ZOOM offer of GOVECS SHARING. They regulate both the registration and verification of the customer's driving licence (basic contract) for ZOOM as well as the conclusion of individual contracts within the framework of ZOOM for the short-term rental of rental vehicles (hereinafter "individual rental contracts"). They apply exclusively, unless GOVECS SHARING expressly agrees to conflicting or deviating provisions of the customer from these T&C. In addition to these T&C, GOVECS SHARING may provide for additional conditions for the use of its products within the framework of ZOOM, which the customer shall be informed of before the contract is concluded. Data protection provisions of GOVECS SHARING also apply, which are available for inspection under [www.zoom-sharing.de/imprint-privat-policy.html](http://www.zoom-sharing.de/imprint-privat-policy.html).

#### Paragraph 2: Right to amend the T&C

GOVECS SHARING is entitled at any time to amend or supplement these T&C for the future, in particular for future individual rental contracts, unless this is not reasonable for the customers. To this end, GOVECS SHARING notifies customers in good time of the changes by correspondence or e-mail and publishes them on the ZOOM website (<https://www.zoom-sharing.de>). If the customer does not object to the changes in T&C within one month of the notification, the amended T&C shall be deemed to have been accepted by the Customer. In the notification, the customer is expressly informed of their right of objection and the significance of the opposition period. If a customer objects to the amendment of or addition to the T&C, GOVECS SHARING is entitled to terminate the basic contract with the customer with a notification period of four weeks.

### **Paragraph 3: Storage of the T&C**

The customer can access, store and print the T&C at any time on the website of ZOOM (<https://www.zoom-sharing.de>).

## **Section 2 Authorised Customers, Contracting Party and Business Area**

### **Paragraph 1: Contractual Partner**

The services within the framework of ZOOM are provided by GOVECS SHARING. Detailed information about GOVECS SHARING can be viewed and accessed on the *website* <https://www.zoom-sharing.de/imprint-privat-policy.html>.

### **Paragraph 2: Authorised Customers**

GOVECS SHARING customers can only be natural persons under the Civil Code (hereinafter "BGB") who meet all of the following criteria:

- a) Completion of the 18<sup>th</sup> year of life,
- b) Possession of a valid driving licence for driving a car, motorcycle or moped, and
- c) the driving licence has been issued by the Federal Republic of Germany or by another Member State of the European Union, Switzerland, Lichtenstein, Norway or Iceland or has been accepted as an international driving licence in conjunction with the respective national driving licence, provided that they entitle them to drive a car in the Federal Republic of Germany.

### **Paragraph 3: Business Area**

A business area is the geographical area within which the rental of rental vehicles can be started and terminated. The current business area can be viewed at any time on the ZOOM website under <https://www.zoom-sharing.de/Geschäftsgebiet>. GOVECS SHARING reserves the right to adapt the business area at any time.

### **Paragraph 4: Season duration**

The rental of rental vehicles by individual rental contracts is possible during the entire calendar year. However, GOVECS SHARING reserves the right to decommission the rental vehicles due to weather conditions.

## **Section 3 Subject matter of the contract**

### **Paragraph 1: Subject matter**

The subject matter of the business relationship between GOVECS SHARING and its customers in accordance with these T&C is

- a) the basic contract, which regulates the legal relationship between GOVECS SHARING and the customer with regard to registration as well as other services (such as driver's license verification) as a framework contract, and

- b) the individual rental contracts, which are individually agreed on the basis of these T&C and on the basis of the basic contract between the contractual partners.

### **Paragraph 2: ZOOM-Smartphone-App**

As part of the basic contract, GOVECS SHARING grants its customers access to the rental vehicles via a smartphone app (hereinafter the "ZOOM app"). The ZOOM app provides the customer with an overview of all available rental vehicles in their area. The customer can make reservations on rental vehicles via the ZOOM app, as well as start and end the rental on a rental vehicle. Prerequisite for the use of the ZOOM app is the registration of the customer with their personal access data. GOVECS SHARING makes the ZOOM app available to customers only for use and allows them to access the app. Neither source code nor object code of the software will be made available to the customer. The customer is given the opportunity to view his completed short-term rentals and trips in the ZOOM app. The use of the app is free of charge for the customers. A sufficient Internet connection is required to use the ZOOM app.

### **Paragraph 3: Individual rental contracts**

Within the framework of the basic contract, GOVECS SHARING offers its customers within the business area the use of rental vehicles for a fee. The customer can rent the rental vehicles by means of individual rental contracts on the basis of the basic contract and these T&C.

GOVECS SHARING does not guarantee availability. Therefore, if no rental vehicle is available for use, the customer is not entitled to be provided with a rental vehicle by GOVECS SHARING, but the customer must wait for the next free rental vehicle. GOVECS SHARING is entitled to restrict or completely exclude the use of rental vehicles (e.g. due to weather conditions).

## **Section 4 Conclusion of contract, registration, reservation and rental**

### **Paragraph 1: Basic contract**

The basic contract is concluded by proper registration, driver's license verification and activation of the customer.

The customer gets registered to use ZOOM via the ZOOM app by filling in the respective registration form using the instructions for registration in the ZOOM app. The registration is deemed to have been duly completed if the customer has entered the required data in the registration form completely and correctly and has accepted the validity of these T&C as well as the General Conditions for vehicle insurance issued by the Gesamtverband der Deutschen Versicherungswirtschaft e. V. GDV (German Insurance Association). By registering correctly, the customer creates a customer account for the use of ZOOM as well.

GOVECS SHARING may refuse to register a customer if there is reason to believe that the customer will not behave in accordance with the contract.

The driver's license verification is carried out by visual verification after the customer has registered with ZOOM. Following the verification of the driving licence by GOVECS SHARING, the customer will be released [by e-mail] for the use of ZOOM, provided that they meet the requirements of Section 2 Paragraph 2 (approved customers). Only by activating the customer by GOVECS SHARING does the basic contract between the customer and GOVECS SHARING become legally effective.

GOVECS SHARING reserves the right to request the customer to re-verify their driving licence. If the customer does not comply with the demand of GOVECS SHARING, GOVECS SHARING reserves the right to suspend the customer's account at any time until the customer has duly carried out the driver's license verification.

### **Paragraph 2: Individual rent contracts/rental**

After successful registration, the customer can rent any rental vehicle via the ZOOM app on the basis of the basic contract and these T&C, provided that the rental vehicle is available. A rental vehicle is available if it is not reserved or rented by another customer and there are no technical or operational reasons for renting.

The prices and fees valid at the time of conclusion of the individual rental contract, as shown in the ZOOM app and on the zoom website (<https://www.zoom-sharing.de>) for each rental vehicle are accepted by the customer at the conclusion of the individual rental contract (hereinafter the "ZOOM cost table").

The customer can only rent a maximum of one rental vehicle at a time by individual rental contract. The customer can see which rental vehicles are available at the time of the desired rental in the ZOOM app. The rental contract for using a rental vehicle is concluded when the customer starts the rental process in the ZOOM app and the on-board computer of the rental vehicle enables access to the helmet box. The customer cannot revoke his declaration of intent at the conclusion of the individual rental contract.

### **Paragraph 3: Reservation within the scope of individual rental**

Customers can reserve available rental vehicles free of charge. The maximum reservation time is currently 15 minutes.

### **Paragraph 4: Benefits - Minute Packages**

The customer can purchase so-called Benefits - Minute Packages in accordance with Section 13 Paragraph 3 of these T&C.

## **Section 5 Rental period of the individual rental, battery life of the rental vehicles**

### **Paragraph 1: Rental period/possible use**

The rental period of a rental vehicle within the scope of a single rental contract is limited to the specified residual capacity of the battery of the rental vehicle (see <https://www.zoom-sharing.de/faq> for details). The rental begins with the conclusion of the individual rental contract in accordance with Section 4 Paragraph 2. As long as the battery of the rental

vehicle still has a sufficient state of charge for the journey, the customer can determine the further duration of the journey themselves. As soon as the battery of the rental vehicle is empty, the usage authorization of the customer within the scope of rental contract ends and the customer is obliged to return the rental vehicle in accordance with these T&C (in particular Section 8). The state of charge is displayed to the customer in the speedometer area (bottom right) of the rental vehicle and in the ZOOM app. GOVECS SHARING informs the customer that a proper return is still possible even if the battery of the rental vehicle is empty.

### **Paragraph 2: Charging the batteries**

GOVECS SHARING expressly reminds the customer that GOVECS SHARING does not replace or charge an empty battery during the rental period. The customer is also not entitled to physically access and replace or charge the battery of a rental vehicle. GOVECS SHARING will restore the readiness of the rental vehicle after the termination of the individual rental contract.

### **Paragraph 3: Billing basis of the individual rental contract**

The billing of a trip is based on the actual trip time. Each minute that has started is considered and billed as a full minute by the system.

## **Section 6 Rental bans**

The customer is prohibited from:

1. driving a rental vehicle under the influence of alcohol, drugs or medicinal products that could affect the ability to drive. There is a strict alcohol ban of 0.0%;
2. using a rental vehicle if the customer is not in full possession of his or her mental powers;
3. using a rental vehicle for off-road driving, motorsport events, races of any kind, vehicle tests, driving training or for the commercial transport of persons;
4. transporting objects or substances which, by reason of their nature, size, shape or weight, could affect driving safety of rental vehicle;
5. using a rental vehicle to commit a criminal offence;
6. transporting easily flammable, toxic or other hazardous substances by rental vehicle;
7. transporting more than two persons (including the customer) by rental vehicle;
8. transporting children by rental vehicle if they are neither big enough to reach the footrests nor strong enough to hold on to the driver;
9. making trips abroad by rental vehicle.

If the customer violates one of the above rental bans, GOVECS SHARING is entitled to terminate both the individual rental contract and the basic contract with the customer. GOVECS SHARING expressly reserves the right to assert claims for damages. Claims for compensation by the customer are excluded.

## **Section 7 End of individual rental contracts / return of rental vehicle**

An individual rental contract will be terminated if the rental vehicle has been properly returned and the customer terminates the rental via the ZOOM app. The return is performed correctly if:

1. the rental vehicle has been parked in a permissible place defined for this rental vehicle within the business area (see Section 9 Paragraph 5),
2. both helmets and the vehicle key were deposited in the provided holder in the helmet box,
3. the helmet box has been properly closed,
4. a mobile phone connection can be established at the location of the return of the rental vehicle, and
5. the end of the rental has been confirmed by app pop-up or email notification.

In the event of improper return, GOVECS SHARING reserves the right to claim the resulting damage against the customer (e.g. costs incurred due to moving the rental vehicle).

## **Section 8 Obligations and Rights of GOVECS SHARING**

The following rights and obligations apply to GOVECS SHARING:

1. GOVECS SHARING is entitled to send messages to the customer in order to inform the customer about new products and further developments.
2. GOVECS SHARING is entitled to change the ZOOM app at any time, both technically and in terms of content.
3. GOVECS SHARING is entitled to change the business area at any time.

GOVECS SHARING, on the other hand, is not obliged to provide the ZOOM app for all available devices.

## **Section 9 Obligations of Customers**

The following obligations of the customer are valid for the entire duration of an individual rental contract:

### **Paragraph 1: Registration**

When registering with GOVECS SHARING, the customer expressly assures that all data provided (in particular but not limited to: name, full address, date of birth, email address, mobile phone number, payment method, account details or credit card details) are true and complete.

The customer undertakes to inform GOVECS SHARING in writing of changes or additions to their data and information without delay and to change them accordingly.

If the customer violates the above information obligations, GOVECS SHARING is entitled to charge the customer with the resulting additional expenses.

### **Paragraph 2: Using the ZOOM app**

The customer is not allowed to pass on his personal login data (user name and password) to third parties. They are also not allowed to provide a third party with access to their customer account.

The customer is prohibited from reading, copying or manipulating the access medium using information technology methods or similar methods, or even attempting to do so. If the customer violates this obligation, GOVECS SHARING is entitled to terminate the basic contract in an extraordinary manner.

If the customer violates any of the obligations under this paragraph 2, they shall reimburse GOVECS SHARING for the resulting damages.

### **Paragraph 3: Checking the rental vehicle before departing**

The customer must be satisfied with the road safety and the roadworthiness of the rental vehicle to drive before driving, in particular by visually checking the tyres. If the road safety or roadworthiness of a rental vehicle is not guaranteed, the customer is not entitled to use the rental vehicle. Any visible damage and defects to the rental vehicle must be compared with the damage list displayed in the ZOOM app. The customer must report GOVECS SHARING any defects and damages that are not listed in the damage list in the ZOOM app via the support website (*support.govecs.com*) or via the service number before starting the journey. If the customer does not report any defects or damages, the rental vehicle – with the exception of the defects and damages listed in the damage list – is deemed to be optically and technically flawless.

The customer is not entitled to make unauthorized changes of any kind to the rental vehicle.

### **Paragraph 4: While driving**

The customer must carry his valid driving licence with each journey and comply with all the conditions set out in the driving licence.

In the interests of all other customers, the environment and the general public, the customer must adapt a safe driving style and comply with road traffic regulations. The customer must be careful with the rental vehicle and not coarsely pollute the seat and helmet.

When parking, the customer has to park the rental vehicle on permitted areas (paragraph 5). Only on these areas may the customer end the rental.

At the request of GOVECS SHARING, the customer must at any time inform the exact location of the vehicle and enable the inspection of the vehicle. This is especially true for a rental period of more than 24 hours.

Should the customer be outside the ZOOM business area while driving a rental vehicle, they are obliged to initiate proper return of the rental vehicle in good time (Sections 5, 7 in conjunction with Section 9 Paragraph 5) and the termination of the individual rental contract. The rental vehicle must be returned in the business area.

In the event of defects, technical or other malfunction associated with the rental contract, the customer must inform GOVECS SHARING immediately by telephone. The same applies if a third party assumes a right on the subject.

### **Paragraph 5: Parking**

The customer is obliged to park rental vehicles properly and according to the StVO only in a parking lot of the public transport area (this also includes paid public parking spaces, as long as a valid parking permit exists). In addition, the customer has the possibility to park the rental vehicle on the sidewalk, provided that other road users are not restricted by this.

In addition, parking in disabled parking lots, stopping and parking bans, taxi parking as well as private land and private parking spaces (e.g. car parks, supermarket parking lots and similar parking zones with special use) are not permitted.

The customer is only allowed to park a rental vehicle on areas with a daily or time-related restriction on parking permits (e.g. stop bans with additional signs such as "07:00 to 14:00" or "10.10.2020 to 15.10.2020 from 8:00 to 19:00") if the restriction on parking rights only takes effect 72 hours after the rental vehicle is parked. This also applies to parking bans that have already been ordered but are not yet valid for a time (e.g. "due to construction work").

In the event of a culpable breach of the provisions of this paragraph 5, the customer shall bear any fines and towing costs.

### **Paragraph 6: Return of the rental vehicle**

The customer is obligated to return the rental vehicle properly within the meaning of Section 7 of these T&C.

The customer may not remove items belonging to the vehicle equipment from or out of the rental vehicle beyond the end of the rental period. These include the keys of the rental vehicle with attached RFID chip, helmets, hygiene covers and cleaning cloth.

When the rental process is completed, the customer must ensure that both helmets and, if applicable, the key are stored in the helmet box. The customer must properly secure the helmet box against theft.

The customer must ensure that the rental vehicle is accessible to other GOVECS SHARING customers at any time after the return. If this is only made possible by re-parking by GOVECS SHARING and the customer is at fault, the customer has to pay GOVECS SHARING a flat-rate expense in accordance with the ZOOM cost table. The customer is allowed to prove that GOVECS SHARING has incurred no or only a smaller expense. GOVECS SHARING is entitled to claim damage to the customer beyond the flat-rate fee, provided that the relevant proof is provided.

### **Paragraph 7: Accident, theft, destruction or other damage**

After an accident, theft, fire, damage by wild animals or other destruction or damage to the rental vehicle or with the rental vehicle ("damage event") the customer is obliged to call the

police immediately if a third party is involved in the event as an injured party or possible (co-)cause or if third-party property, except the rental vehicle, has been damaged.

The police and/or fire brigade must be informed that the rental vehicle is an electric vehicle.

In the event of damage involving third parties, the customer may only enter a confession statement with the prior consent of GOVECS SHARING.

The customer is obliged to inform GOVECS SHARING immediately by telephone of the damages incurred and to inform GOVECS SHARING of all details fully and carefully in writing. The written information by the customer must be provided no later than seven days after the damage event. If no damage report is received by GOVECS SHARING within this period and the customer is responsible for this, the accident cannot be handled by the insurance company and GOVECS SHARING reserves the right to demand compensation from the customer for all costs and damages caused by the accident.

If a damage event is culpably claimed by the customer outside the defined business area, the customer shall bear all costs incurred by transporting the rental vehicle back to the business area after repair. GOVECS SHARING may charge the customer a flat-rate expense in accordance with the ZOOM cost table for the expenses associated with processing claims in case of a damage event caused by the customer. The customer has the right to prove that GOVECS SHARING has incurred no or less expense. GOVECS SHARING reserves the right to claim damage to the customer beyond the flat-rate fee, provided that the relevant proof is provided.

In the event of a damage event, the individual rental contract shall only be terminated after proper return within the meaning of Section 7 of these General Terms and Conditions. Should the rental vehicle no longer be fit for traffic or drivable due to the damage event, the individual rental contract ends after contacting and further agreement with GOVECS SHARING.

The customer may not move away from the place of the damage event until any police recording has been completed and the rental vehicle has been handed over to a towing company or has been parked after consultation with GOVECS SHARING. The continuation of the journey is only permitted with the express permission of GOVECS SHARING.

The customer's obligations under this paragraph 7 do not apply if the customer, as a party to the accident, is entitled or excused to leave or be moved from the scene of the accident due to accident related injuries. In this case, the customer is obliged to fulfil their obligations under this paragraph 7 as soon as their condition permits.

Only GOVECS SHARING is entitled to choose the repair workshop.

#### **Paragraph 8: Use of a technician from GOVECS SHARING in case of need**

If the customer causes a technician assignment by GOVECS SHARING due to improper operation of the rental vehicle or the access technology on the rental vehicle, they have to pay GOVECS SHARING the flat-rate expenses according to the ZOOM cost table. The customer is allowed to prove that GOVECS SHARING has incurred no or only a smaller

expense. GOVECS SHARING reserves the right to demand from the customer the compensation of damage in excess of the flat-rate expenses.

## **Section 9 Penalty procedure**

The customer is fully liable for all violations of the law committed by them during the rental period. Violations of the law include, in particular, violations of traffic and statutory regulations (traffic rules) and, where applicable, prohibitions (property protection) ordered by the owner of an area (in particular parking spaces).

Upon conclusion of the basic contract, the customer undertakes to exempt GOVECS SHARING of all fines, fees, costs, legal costs and other expenses that authorities or other third parties demand from GOVECS SHARING due to violations of the law by the customer. Any costs for the administrative burden for processing such claims (e.g. processing of enquiries and further correspondence to the settlement) will be charged to the customer in the amount of the flat-rate expense per case according to the ZOOM cost table. The customer is allowed to prove that GOVECS SHARING has incurred no or a smaller expense. GOVECS SHARING reserves the right to demand from the customer the compensation of damage in excess of the flat-rate expenses.

## **Section 10 Insurance, deductible**

### **Paragraph 1: General**

All rental vehicles are subject to liability insurance. In addition, there is a full collision damage insurance including partial collision damage insurance for the benefit of the customer (hereinafter "collision damage insurance").

For damages caused by the customer with or without the participation of third parties in the rental vehicle or with a third party, there is a limitation of liability in favour of the customer in such a way that the customer is only obliged to pay the deductible in the event of damage in accordance with the ZOOM cost table. The customer shall only bear the deductible up to the amount of the actual damage incurred.

### **Paragraph 2: Exclusion of the limitation of liability to the deductible of the collision damage insurance**

Unless these T&C provide for any other provisions, the limitation of liability referred to in paragraph 1 shall in particular exclude damages caused by improper handling and/or operation of the rental vehicle by the customer (e.g. by ignoring warning lights or because of cargo). There is no insurance cover and no limitation of the customer's liability to the deductible for damages that the customer intentionally causes. The customer is liable without limitation to GOVECS SHARING for intentional damages. The same applies in the event that the insurance cover of the collision damage insurance is waived due to grossly negligent conduct of the customer.

Unless otherwise stipulated in these T&C, the General Terms and Conditions for Vehicle Insurance issued by the Gesamtverband der Deutschen Versicherungswirtschaft e. V. GDV

(German Insurance Association), which the customer accepted upon registration, shall apply for insurance and limitation of liability pursuant to Para. 1. If insurance companies or third parties pay GOVECS SHARING in the event of damage, GOVECS SHARING will offset these payments against the customer's liability for damages.

## **Section 11 Liability of GOVECS SHARING**

### **Paragraph 1: Scope of liability and limitation of liability**

GOVECS SHARING is liable for claims for damages of the customer arising from injury to life, body, health or from the violation of essential contractual obligations (obligation the fulfilment of which enables the proper execution of the contract in the first place and which the contractual partner regularly trusts and may rely on to be observed) as well as for other damages resulting from an intentional or grossly negligent breach of duty by GOVECS SHARING, its legal representatives or vicarious agents or on a guarantee provided by GOVECS SHARING. By the way, the customer's claims for damages are excluded.

In the event of a breach of essential contractual obligations, GOVECS SHARING shall only be liable for the foreseeable damage typical of the contract if it was caused simply by negligence, unless it is a claim for damages arising from injury to life, body or health.

### **Paragraph 2: Employees of GOVECS SHARING**

The restrictions in paragraph 1 also apply in favour of the legal representatives and vicarious agents of GOVECS SHARING, if claims are made directly against them.

### **Paragraph 3: Product Liability Act**

The provisions of the Product Liability Act remain unaffected.

## **Section 12 Liability of the Customer**

### **Paragraph 1: General**

In addition to Section 10 of these T&C, the customer shall be liable in accordance with the statutory rules in the event of damage or loss of the rental vehicle, individual vehicle parts, the co-rented accessories, unless any deviations have been agreed here. Of course, the customer is also liable for breaches of contract.

### **Paragraph 2: Extent of liability**

The customer's liability also extends to non-claims costs, such as expert costs, upgrading of insurance premiums, impairment, towing costs, statutory legal prosecution costs and loss of use costs.

### **Paragraph 3: Administrative offences and legislative violations**

The customer is also fully liable for the legislative violations for which they are responsible in accordance with Section 9 of these T&C.

#### **Paragraph 4: Full liability**

Likewise the customer is fully liable for all damages beyond the deductible if GOVECS SHARING suffers a damage in case of an intentional violation of instructions for the use of the vehicle by the customer according to section 6 and 9 of these T&C.

#### **Paragraph 5: Claims of third parties**

In the event that the insurance cover of the liability insurance is completely or partially waived due to grossly negligent or intentional conduct of the customer, the customer shall keep GOVECS SHARING free from all claims of third parties against GOVECS SHARING.

### **Section 13 Terms of remuneration and payment**

#### **Paragraph 1: Remuneration and invoicing**

The customer will be invoiced for the prices and fees (hereinafter collectively the "fee") in accordance with the ZOOM cost table. All fees are in Euros and include the applicable statutory value added tax. Deviating price and fee information, which may be loaded from cache (e.g. browser cache, proxies, etc.), are non-binding.

The prices are calculated per individual rental on the basis of the period of use. The fee is due at the end of the rental and is duly invoiced to the customer. The invoice will be sent by e-mail no later than 32 days after the termination of the individual rental contract.

#### **Paragraph 2: Payment method**

The customer can choose to make the payment using the following means of payment: [Credit card (Visa & MasterCard), PayPal, Giropay or Amazon Pay.] In addition, GOVECS SHARING cooperates with payment service providers.

The customer must store the means of payment of his choice during the registration process. Upon conclusion of the basic contract, the customer confirms that they are entitled to have the specified means of payment.

The customer must ensure that their means of payment are sufficiently covered. If a payment cannot be redeemed due to lack of funds or for other reasons for which the customer is responsible, GOVECS SHARING may demand compensation from the customer for the flat-rate expense in accordance with the ZOOM cost table. The customer is allowed to prove that GOVECS SHARING has incurred no or only a smaller expense. GOVECS SHARING is entitled to claim damage to the customer beyond the flat-rate fee, provided that the relevant proof is provided. GOVECS SHARING may assign its claims against the customer to third parties at any time for the purpose of collecting claims (collection service).

If the customer chooses to pay by means of a payment service provider (e.g. LogPay) when registering, the general terms and conditions of the chosen payment service provider apply.

#### **Paragraph 3: Price and fee changes**

GOVECS SHARING reserves the right to make changes to the ZOOM cost table at any time. The changes take effect when the customer accepts the modified ZOOM cost table upon conclusion of an individual rental contract.

#### **Paragraph 4: Benefits - Minute Packages**

The customer has the option to purchase Benefits - Minute Packages via the ZOOM app. The Benefits - Minute Packages include the following options:

- 200 minutes;
- 500 minutes.

The price for the Minute Packages is determined by the ZOOM cost table, as accepted by the customer when reserving a Benefits - Minute Packages.

#### **Section 14 Duration, termination and blocking of the basic contract**

The basic contract is concluded for an indefinite period and can be terminated in writing by both parties with a notice period of 6 weeks at the end of the month.

The right to extraordinary termination of the basic contract is reserved by the parties in accordance with the statutory provisions, unless additional or different provisions have been agreed below.

Instead of an extraordinary termination, GOVECS SHARING is also entitled to block the customer for further rentals for good reason. This applies in particular as long as not insignificant claims of GOVECS SHARING have not yet been settled despite unsuccessful warnings from previous rentals, in the case of a lack of assistance on the part of the customer in the clarification of damage events, in the case of blocking of a rental vehicle by the customer by repeated reservations without rental, in the case of extensive accumulation of free minutes by the customer beyond a conventional level or in the event of a breach of the customer's essential contractual obligations.

#### **Section 15 SCHUFA Clause, Credit Assessment**

GOVECS SHARING reserves the right to provide SCHUFA Holding AG ("SCHUFA") or a rating company with data on the inclusion and termination of the basic contract and to obtain information about the customer from them. GOVECS SHARING reserves the right not to enter into a basic contract in case of negative information.

#### **Section 16 Offsetting and transferability of rights**

The offsetting with counterclaims by the customer is excluded, insofar as it does not relate to those recognized by GOVECS SHARING, undisputed or legally established counterclaims. The customer may only transfer the rights and obligations under this contract to a third party with the prior written consent of GOVECS SHARING.

#### **Section 17 Online Dispute Resolution, Arbitration**

The European Commission provides a platform for online dispute resolution. This platform serves as a point of contact for the out-of-court settlement of disputes concerning contractual obligations of online service contracts. The internet platform for online dispute resolution is available at:

<http://ec.europa.eu/consumers/odr>

Our e-mail address is: [•]

GOVECS SHARING is not obliged to participate in a dispute resolution procedure before a consumer arbitration board and has decided not to participate voluntarily.

## **Section 18 Final Provisions**

### **Paragraph 1: Jurisdiction**

If the customer as a consumer does not have his general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from this legal relationship is the court responsible for the registered office of GOVECS SHARING.

### **Paragraph 2: Applicable law**

The law of the Federal Republic of Germany applies to this legal relationship. Place of performance is the registered office of GOVECS SHARING. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular of the state in which you, as a consumer, have your habitual residence, remain unaffected.