

Terms and Conditions of use and service

Effective as of August 23, 2023

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

Please read these terms and conditions of use and service (the "Terms") carefully. They contain important information regarding the Users' rights and obligations, as well as restrictions and exclusions. These Terms contain a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

These Terms constitute the Parties' entire agreement regarding the Services at the time the User accesses and uses them, unless said otherwise in another agreement signed with Getaround. These Terms cancel and replace all previous versions.

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

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

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

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

1. Definitions	10
2. Access and eligibility of Users	11
2.1. Access and creation of Account	11
2.2 Eligibility conditions applicable to the Users	11
a) Conditions applicable to the Owners	11
b) Conditions applicable to the Drivers	12
c) Cases of exclusion of a User from the Services	13
c) Getaround Non-Discrimination Policy	13
3. Vehicle Listing and maintenance obligations	14
3.1 General rules	14
3.2 Eligibility conditions applicable to the Vehicles	14
Vehicle Eligibility Documentation:	16
Vehicle Eligibility Continued Monitoring	16
3.3 Listing ranking	16
3.4 Maintenance, Safety, and Inspections	16
a) Regular Maintenance	16
b) Safely Operable	17
c) Regular Inspections	17
d) Ownership and Registration	17
d) Insurance Policy	17
4. Getaround Connect Service	17
4.1 Usage Requirements	18
a) Installation and subscription	18
b) Hosted Services	18
c) Fee and Removal	18
d) Disclaimer of Warranties	19
e) Vehicle Data	20
f) Unlawful Use	20
4.2 Lost Device fee	21
4.3 Connect Reinstallation Fee	21
5. Identity verification	21
5.1. Verification of the Owner's identity	21
5.2. Verification of the Driver's identity	21
6. Rental process	22
6.1. Linking	22
6.2. Before the start of the Rental	22
6.3 During the Rental	23
a) Extension	23
b) Reporting an incident or problem	23
c) Use of Roadside Assistance	23
6.4. At the end of the Rental	24
a) Parking:	25
b) Cleaning:	27

c) Vehicle not being returned at the agreed time:	27
7. Messages exchanged through the Platform	28
8. Cancellation of a Rental	28
8.1. Cancellation of a Booking by the Driver	28
8.2. Cancellation of a Booking by the Owner	29
8.3. Cancellation of a booking due to an unsuccessful verification of Driver's profile	30
8.4. Dispute of grounds for cancellation	30
9. Insurance and damages	31
9.1 Coverage limits	31
a) Liability Coverage	31
b) Comprehensive and Collision Coverage	32
c) Uninsured and Underinsured (UI/UM) Coverage	32
d) Personal Injury Protection (PIP)	32
e) Medical Payments Coverage	32
9.2 Exclusions	32
a) General exclusions	33
b) Wear and Tear	33
c) Personal Belongings	35
d) No Permissive Drivers	36
e) Personal Usage Only and reasonable use	36
f) Late Reporting	36
g) Tire Damage	36
h) Aftermarket Wheels	36
i) Curb Rash	37
j) Abandoned Vehicle	37
k) Loss of Use	37
l) Mechanical Breakdowns	37
m) Diminished Value / Diminution In Value	37
n) Replacement Parts	38
o) Vehicle Storage	38
p) Market Rates	38
q) Proof of Repairs	38
r) Audio Equipment	38
s) Supplemental Damage	38
t) Title Documentation	39
u) Owner's Personal Auto Policy	39
9.3 Commercial Hosts	39
a) Policy requirements	39
b) Damage and Claims	39
c) Additional Terms and Exclusions	39
d) Assignment	39
e) Waiver of Conflict	40

f) Claims Asserted by Getaround	40
g) Subrogation	40
9.4. Insurance Claims and Reporting Procedures	40
a) Insurance Coverage	40
b) Filing a Claim	40
c) Damage Fee	41
d) Negligence, Misuse, or Breach	41
e) Damage Assessment	41
f) Personal Belongings	41
g) Indemnification	41
10. Deductible and Protection Plan	41
11. Payment administration and pre-authorization	43
11.1 Payment authorization	43
11.2. Pre-authorization	44
12. Financial conditions: Owner Payout, Mileage Allowance, adjustments and penalties	44
12.1. Mileage Allowance	45
12.3. Getaround's Service Fees	45
12.4 Payment of the Owner Payout (including any potential adjustment and compensation)	45
12.5. Adjustments at the end of the Rental	46
a) Mileage	46
b) Fuel	46
c) Tolls	46
12.6. Compensations and associated Getaround fees	46
a) Late return compensation fees	47
b) Compensation fee for smoking in a non-smoking Vehicle	47
c) Compensation fees related to Vehicle cleanliness	48
d) Management fees for driving and parking tickets	48
e) Repatriation fees	49
f) Management fees for damages	50
g) Unreported claim management fee	51
h) Tow fees	51
i) Car retrieval fees	51
j) Electricity charge fee	51
l) Non-compliance fee	51
m) Unauthorized driver penalty	51
n) Collections	52
12.8 Penalties for specific non compliances	52
a) Login sharing	52
b) Permissive driving	52
13. Parking conditions for Owners	52
13.1 Parking Eligibility	52

13.2 Public Car Share Program	53
13.3 Parking Maintenance	53
13.4 Cancellation & Assignment	54
13.5 Liability Waiver	55
13.6 Fees	55
14. Geolocation and dashcams	55
14.1. Geolocation with the Getaround Connect Device	55
14.2. Dashcams	56
15. Vehicle branding	56
16. Taxes	57
17. Intellectual Property	57
17.1 Intellectual Property Rights	58
17.2 User Content	59
17.3 End User Licenses	60
17.4 DMCA Notice	62
18. Liability	63
19. Availability of the Website and Services	67
20. Personal data	67
21. Exclusion of a User from the Services	67
22. Modification of the Terms	68
23. Miscellaneous	68
24. Governing Law	69
25. Arbitration	69

1. Definitions

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

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

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

« **Owner** » refers to a legal or natural person wishing to rent out a Vehicle without a driver to a Driver via the Website or the App. Owner can also be referred to as “Host” in some Getaround policies on its website ;

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

« **Deductible** » refers to the amount of money the Driver will pay in case of damage caused to the Vehicle. The Driver can pay a given sum to reduce the amount of the Deductible by subscribing to a Protection Plan ;

« **Getaround** », « **we** », « **us** » or « **our** » refers to Getaround Inc ;

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

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

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

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

« **Rental Agreement** » refers to the check-in check-out information, completed through the App ;

« **Driver** » refers to a legal or natural person wishing to rent and be the main driver of a Vehicle for a short period. Driver can also be referred to as “Guest” in some Getaround policies on its Website;

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

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

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

« **Vehicle** » refers to the vehicle rented via the Platform ;

« **Website** » refers to the website enabling to access the Services, namely fl.getaround.com;

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

2. Access and eligibility of Users

2.1. Access and creation of Account

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

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

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

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

If a User shares his/her Login with any third party except a Manager (as defined below), whether as a paid use or for free, Getaround will apply a penalty of \$500, without prejudice to Getaround’s right to exclude the User from the Platform and to take all necessary legal actions against such User.

2.2 Eligibility conditions applicable to the Users

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

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

a) Conditions applicable to the Owners

- Must be registered on the Website under their true identity and provide their true home address;
- May not create several Getaround profiles or more than one Listing for the same Vehicle on the Website/App;
- May only rent out Vehicles that are in compliance with laws and regulations, Vehicles must be regularly maintained and serviced according to the manufacturer's recommendations, and have all the required safety equipment. All of the Vehicle's equipment must, to the best of the Owner's knowledge, be in good working order, including tyres, brakes, headlights, other lights, steering, and seat belts;
- May only rent out Vehicles that are up-to-date with their required state level inspection; If a Vehicle is awaiting a follow-up inspection, the Getaround Service will not consider it to be up-to-date with its required inspection, and it cannot be rented out via Getaround, even if it may be driven legally;
- May only rent out Vehicles with no malfunction that could affect expected and/or normal enjoyment when renting (e.g. broken air conditioning, blocked window);
- May only rent out Vehicles that have the mandatory insurance coverage in the country where the Vehicle is rented, with at minimum state level liability insurance (see Article 9 below for more details);
- Must provide true, accurate, complete and current information in their Listing;
- Must not have been the subject of serious and/excessive complaints from other Users or Getaround;
- If utilizing an agent ("Manager") to satisfy these Terms, including (but not limited to) managing Vehicles you must have a valid, written agreement with the Manager pursuant to which the Manager agrees to comply with these Terms and be jointly and severally liable with the Owner for any breach of these Terms;
- If you are a Manager, you represent and warrant that you have the authority to agree to these Terms on the Owner's behalf pursuant to a valid, written agreement with the Owner, and that you and Owner may be held jointly and severally liable for any breach of these Terms.

b) Conditions applicable to the Drivers

- Be at least 19 years old;
- Have no major violations or alcohol / drug related incidents in the past three years (for major violations) or seven years (for alcohol or drug-related incidents), respectively. Major violations are defined by state law and may include driving with a suspended or expired license, providing false or counterfeit documents, and engaging in speed contests;
- Have no more than two violations or accidents combined in the past three years;
- Drivers under age 21 must have a clean driving record (no violations or accidents in the last three years);
- International Drivers as well as Drivers from HI and AK, and AB, BC, MB, NL, NT, NU, PE, QC, SK, and YT in Canada must be at least 25 years old;
- Motor Vehicle Records may be obtained for all prospective Drivers prior to formal acceptance on the Platform;
- Getaround does not release such Motor Vehicle Records to prospective Drivers;
- Must be registered on the Website under their true identity and provide their true home address;
- May not create multiple Account profiles on the Website;
- Must have a valid means of payment at the time of the Rental booking and until the end of the Rental;

- Must not have defaulted on any payments, or refused any payment, under their obligations pursuant to the Terms applicable upon a previous Rental;
- Must not have been the subject of a complaint from other Users or Getaround regarding the User's behavior (notified in the reviews publicly posted on the Platform, or in the private reviews sent between the Users at the end of a Rental, or in case of complaints sent by a User to Getaround);
- Must not be medically unfit to drive;
- Must be and remain the main driver of the Vehicle. Secondary drivers are allowed so long as they meet the same conditions as the Driver (i.e. main driver) and will be subject to the same verification as the Driver. Anyone driving the Vehicle while not meeting these requirements will not be covered by the Insurance.
- Must have a Smartphone with a data connection;
- Must not carry passengers for hire or property for hire without the permission of Getaround.

Getaround may periodically monitor any Driver's driving record to ensure that such Driver continues to qualify for membership under the requirements above.

In addition, Drivers' reviews can be triggered by a number of "Source Events." "Source Events" include:

- (i) External notification by the State DMV (if supported by the driver license issuer state);
- (ii) External notification by any Getaround User; or
- (iii) internal notification by the Getaround system functionality that we may establish and maintain from time to time and at Getaround's sole discretion.

c) Cases of exclusion of a User from the Services

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

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

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

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

Finally, Getaround reserves the right to exclude from the Platform a Driver who is found liable (i.e. the damage is caused by the Driver himself/herself) of 2 accidents or more during the last 12 months.

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

c) Getaround Non-Discrimination Policy

Getaround has a zero-tolerance policy for discrimination of any kind, and complies with all applicable federal, state, and local non-discrimination laws. By listing your vehicle with Getaround as a Owner, or by reserving with Getaround as a Driver, you agree to comply with the following policy:

Neither Owners nor Drivers may make any statement that discourages or indicates a preference for or against any other member of the Getaround community on account of actual or perceived race, color, ethnicity, religious belief, practice, or affiliation, age, national origin, residence or geographic location, ancestry, sexual orientation, gender, military service, familial status, disability, gender identity, genetic predisposition, or marital/parental status (collectively, a person's "Protected Characteristics").

Owners may not cancel reservations based on the actual or perceived Protected Characteristics of any Driver; may not impose different terms or conditions based on the actual or perceived Protected Characteristics of any Driver; and may not publish any listing that discourages or indicates a preference for or against any Driver based on their actual or perceived Protected Characteristics.

3. Vehicle Listing and maintenance obligations

3.1 General rules

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

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

Owners acknowledge that they are fully responsible for the Listings they publish. Users acknowledge that they are fully responsible for their actions and oversights, and therefore declare and warrant that no Listings or Rentals of listed Vehicles violate any of the rules in force or agreements with third parties. Getaround cannot be held liable for the violation of any agreement made between the Owner and a third party, any breach of the Owner's obligations to third parties, or any violations of applicable laws, rules and regulations. Getaround requires that all Vehicle features included on the Listing page at the time of booking accurately reflect the Vehicle features from check-in to check-out. Owners commit that the Vehicle Listings will be complete and accurate and they will honor all representations made in their Listing.

Owners understand and acknowledge that, if a lien is attached to a Vehicle before it is Listed (for example, if a Vehicle is leased or financed), Listing such Vehicle may violate the terms of the Owner's contract with the lien holder. Additionally, the contract with the lien holder might impose specific requirements for physical damage coverage. Owners will indemnify and hold Getaround harmless from and against any claim(s) made against Getaround by any such lien holder caused by the actual or potential breach of the contract with such lien holder, and Owners waive and release Getaround from and against any claim(s) that otherwise may be asserted by Owners against Getaround in connection with such lien or contract.

Getaround reserves the right to refuse, exclude temporarily or permanently any Vehicle that does not comply with the Terms.

Owners must specify in the Listing of their electric Vehicle whether or not it will be parked on a parking spot with a charging point specifically dedicated to that Vehicle. In the event that the Vehicle has a dedicated charging point but it has not been specified by the Owner in the Listing, the Driver will not be liable if he/she doesn't charge the Vehicle at the end of the Rental.

3.2 Eligibility conditions applicable to the Vehicles

Vehicle Eligibility Requirements:

For a Vehicle to be eligible, it must meet all of the following:

- Be well maintained:
 - (i) Upon applying to join Getaround, Owners may be required to submit documented proof of the last major service performed.
 - (ii) Owners are expected to properly schedule and record maintenance of the Vehicles using the applicable manufacturer's maintenance schedule as a guide.
- Subject to the mileage restrictions below, be model year 2007 or newer, provided that vehicles with model years more than 10 years older than the current calendar year (regardless of total vehicle mileage) must be inspected at the time of Listing and at least once every 12 months thereafter, or as otherwise required by Getaround in order to be Listed on the Platform. In no event shall any Vehicle with a model year older than 2007, or any Vehicle with a model year 10 years older than the current calendar year that has not been inspected as required by Getaround, be eligible for listing on the Platform, regardless of total Vehicle mileage. Owners must immediately cease sharing the Vehicle and notify Getaround if this model year limit is exceeded;
- Subject to the model year restrictions listed above, have fewer than 125,000 miles, except that vehicles new to Getaround that have more than 125,000 total mileage may be Listed on the Platform if the Owners of such Vehicles submit to Getaround valid and verifiable inspection reports at the time of onboarding and at least once every 12 months thereafter, or as otherwise required by Getaround in order to be Listed. Existing Vehicles on Getaround that have accumulated more than 125,000 total miles may continue to be Listed, provided that the Owners of such Vehicles submit to Getaround valid and verifiable inspection reports immediately upon the Vehicle's accumulation of 125,000 total miles, and at least once every 12 months thereafter, or as otherwise required by Getaround in order to continue such Vehicle's Listing. In no event shall any Vehicle with at least 200,000 total mileage be eligible for Listing on the Platform, regardless of Vehicle model year, and the Owner must immediately cease sharing the Vehicle and notify Getaround if this mileage limit is exceeded.
- There is no Actual Cash Value limit on Vehicles.
- Have not been altered for greater performance and/or physical appearance modification that materially changes the performance or purpose of the Vehicle as determined by Getaround in its sole discretion.

Vehicles whose engines have been altered in the aftermarket for greater performance and/or vehicles whose physical appearances have been modified in a

manner that materially changes the performance or purpose of the Vehicle are ineligible if Getaround identifies a liability concern.

- Have 10 or less seats.
- Be a private passenger Vehicle with at least four wheels.
- Have photos of all four sides of the Vehicle uploaded to the Getaround website to confirm no prior damage or any existing damage.
- Have not been issued a salvage/repair title.
- Have not been previously declared a total loss.

Vehicle Eligibility Documentation:

- Getaround may require any documents necessary to establish Vehicle eligibility prior to formal acceptance on the Platform.
- Acceptance of a Vehicle on the Platform shall be in the sole discretion of Getaround.

Vehicle Eligibility Continued Monitoring

- Getaround may periodically monitor any records to ensure that such Vehicle continues to qualify for eligibility under our Vehicle Eligibility Requirements above in the present article;
- In addition, Vehicle reviews can be triggered by a number of "Source Events." "Source Events" include:
 - (i) External notification by the State DMV (if supported by the driver license issuer state);
 - (ii) External notification by any Getaround User; or
 - (iii) Internal notification by the Getaround system functionality that we may establish and maintain from time to time and in Getaround's sole discretion.

3.3 Listing ranking

Listings are ranked via an automated algorithm with the objective that Drivers 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 number of Rentals made by the Vehicle and the number of times the Listing has appeared in the Driver's searches, proximity of the parking address, novelty of the listing, duration of the Rental selected by the Driver, the Owner's acceptance and cancellation rate and responsiveness in accepting Rentals).

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

3.4 Maintenance, Safety, and Inspections

a) *Regular Maintenance*

Owners are responsible for obtaining regularly scheduled maintenance for their Vehicle in accordance with all government and manufacturer recommendations (“Maintenance”). The Service may make certain assumptions about the Vehicle maintenance requirements based on information provided by the Owner about the Vehicle. Upon request by Getaround, Owners are responsible for providing proof of maintenance to Getaround, in the form of acceptable documentation signed by the Vehicle's mechanic or a Getaround approved vendor, or, if available, a proof of maintenance feature on the Service. Should the Owner fail to do this, Getaround may suspend the Vehicle from the Platform until acceptable proof of Maintenance is received.

b) Safely Operable

Owners are responsible for maintaining the Vehicle in a way that is safely operable by any Driver. Owners may not place in the Vehicle any modifications, devices, equipment, or other items that may interfere with the safe operation of the Vehicle.

c) Regular Inspections

Ideally, Owners should check the condition of the Vehicle (inclusive of any damage) and the gas level in between every Rental. At a minimum, they should check the Vehicle every 7 days and promptly report any issues with the Vehicle.

d) Ownership and Registration

Owners understand and agree that they have the legal authority to list their Vehicle on Getaround; and, if requested, they agree to provide documentation of legal title and ownership of the Vehicle and to keep a valid copy of the Vehicle's registration in the glove compartment of the Vehicle at all times while listed on Getaround.

d) Insurance Policy

Owners agree to keep in the Vehicle, at all times, any proof of insurance mandated by Getaround. In the event of an accident, Getaround may also choose to require the Owner to access insurance policy information electronically and email a copy of this information to the other parties involved.

4. Connect Service

The Connect Device is an electronic device that is installed in each Vehicle listed on the Platform to help Getaround provide the Service. Connect Devices are the property of Getaround. Getaround retains all right, title, and interest in and to the Connect Device and firmware. Users may not reverse engineer, disassemble, decompile, alter, duplicate, translate, make copies, or create derivative works from the device or firmware, or otherwise attempt to derive the source code of the firmware. If applicable law permits such activities, any information discovered as a result of these activities must be promptly disclosed to Getaround and is the confidential and proprietary information of Getaround.

The Service provided with the Connect Device is called the “**Connect Service**”. The Connect Service provides the Driver:

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

- An interface to record the Vehicle's condition upon check-out at the end of the Rental.

The monthly subscription costs for the Connect Device, as well as any fee mentioned in this Article 4, are charged from the Owner's credit card.

4.1 Usage Requirements

a) Installation and subscription

Vehicles compatible with the Connect Device can be equipped at the Owner's request. The compatibility of a Vehicle with the Connect Device is determined by Getaround in its sole discretion.

Only Getaround or a third party service provider that is authorized by Getaround may uninstall the Connect Device from the Vehicle. If the Connect Device is uninstalled, including by a third party authorized by Getaround, the Owner must immediately inform Getaround. If an unauthorized person, including but not limited to an unauthorized mechanic, removes, changes the wiring, or uninstalls the Connect Device resulting in the need to re-install the Connect Device, the Owners acknowledge and agree that there will be a \$150 re-installation fee that will be charged to their account, and that any charges for the work performed by the unauthorized person will not be reimbursed by Getaround.

If a Connect Device has been installed in the Vehicle, Owners must establish contact Getaround immediately upon experiencing any issues with starting that Vehicle. Failure to establish such contact with Getaround immediately in such situations, before bringing the Vehicle to a third party such as a dealer or mechanic, will render such third party an unauthorized person whose diagnostic or repair work will not be reimbursed by Getaround.

Owners represent and warrant that they have the consent of the registered owner of each Vehicle in which a Connect Device will be installed to (i) install the Connect Device, (ii) provide information and data collected by the Connect Device to Getaround; and (iii) permit Getaround to retain and use such information and data and otherwise exercise the rights granted under these Terms and the Privacy Policy.

Prior to installation of the Connect Device, Owners must disclose any third party devices installed in their Vehicle and acknowledge that Getaround takes no responsibility for any liability arising out of the use or installation of third party devices in their Vehicle. Getaround will not be responsible for any customer service needs regarding the use or installation of such third party devices.

Owners acknowledge and accept that they will be charged a one-time installation fee of \$99 per Vehicle, and the following monthly subscription fee:

- \$20 / month / Vehicle
- 2-9 cars: \$18 / month / Vehicle
- 10-49 cars: \$15 / month / Vehicle
- 50-99 cars: \$12 / month / Vehicle
- 100+ cars: \$10 / month / Vehicle

Owners may be subject to a \$50 no-show fee for missed Connect Device installations, troubleshooting, missed appointments for maintenance and/or uninstall appointments.

b) Hosted Services

Owners may not use the Connect Devices for any unlawful purposes or solely in connection with the placement of the Vehicle on any other car-sharing services. However, so long as the Vehicle is actively Listed on the Platform, the Connect Device may remain installed in the

Vehicle even if such Vehicle is also enrolled in another car-sharing service, subject to the requirements listed under Vehicle Data, below.

c) Fee and Removal

Owners must have a valid credit card associated with their Getaround Account at all times.

Owners must notify Getaround immediately if and when: (i) they remove the Vehicle from the Platform, and (ii) when they sell or otherwise transfer ownership of the Vehicle to a third party; provided, that, in each case, Owners acknowledge and agree that, it is their responsibility to have the Connect Device removed by an authorized party and promptly returned to Getaround. Owners will continue being charged the full monthly Subscription Fee at the beginning of each calendar month until the Connect Device installed in the delisted Vehicle has been returned to Getaround.

Owners acknowledge and agree that they will be charged a fee of \$500 for each Connect Device not returned to Getaround in good working condition within thirty (30) days of the Vehicle being delisted. Please note that this includes Vehicles that are rendered unrepairable in an accident, repossessed, or impounded outside of a Getaround Rental. Normal wear and tear and damage to Connect Device caused by an accident will not result in a charge. IF THE CONNECT DEVICE IS NOT RETURNED AFTER NINETY (90) DAYS FROM THE DATE THE VEHICLE IS DELISTED, AND GETAROUND IS UNABLE TO COLLECT THE \$500 FEE ABOVE, OWNERS HEREBY AUTHORIZE GETAROUND TO TAKE ANY LAWFUL ACTIONS NECESSARY, INCLUDING LOCATING AND ACCESSING THE VEHICLE, TO REMOVE THE CONNECT DEVICE AT THE OWNER'S SOLE EXPENSE.

If ownership of a Vehicle installed with a Connect Device is transferred to a third party before the removal of such Connect Device, the Owner will indemnify and hold harmless Getaround and its subsidiaries, agents, licensors, managers, and other affiliated companies and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from such transfer, including with respect to damage to the applicable Vehicle or loss of data.

Getaround will indemnify and hold harmless Owners for any damage to (or theft of) the Connect Device during a Rental, provided that the Owner did not cause such damage or theft.

d) Disclaimer of Warranties

During the use of the Connect Services, Getaround warrants that the Connect Device installed in the Vehicle will operate substantially in accordance with applicable documentation and be free of material defects. Owners acknowledge and agree that their sole and exclusive remedy with respect to the foregoing warranty is replacement of the nonconforming or defective Connect Devices.

Except as expressly set forth herein, Connect Device and the Connect Service are provided on an "as is" and "as available" basis. Use of the Connect Device and the Connect Service are at the Owner's own risk. To the maximum extent permitted by applicable law, the Connect Device and Connect Service are provided without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Without limiting the foregoing, Getaround, its subsidiaries, its affiliates, and its licensors do not warrant that: (i) the Connect Device or the Connect Service are accurate, reliable, or correct; (ii) that the Connect Device or Connect Service will meet your requirements; (iii) that the Connect Device or Connect Service will be available at any particular time or location, uninterrupted, or secure; (iv) that any defects or errors will be corrected; or (v) that the Connect Device or Connect Service are free of viruses or other harmful components.

Owners acknowledge that Connect Device relies on location information, such as GPS and cellular connectivity. Cellular connectivity and satellite signals are dependent on a number of factors not within Getaround's control including weather, topographical changes, changes to and support of network cellular technologies, the functionality of various satellites, cell towers, clouds, and other factors. Owners expressly waive any and all claims or damages against Getaround that result from Connect Device not working, malfunctioning, failing, or otherwise not fulfilling its intended purpose.

Although Connect Device has Enhanced Security features, Getaround makes no representations, warranties or guarantees that Connect Device or such Enhanced Security features will prevent theft to or damage of the Vehicle. Getaround will use commercially reasonable efforts to assist Owners with retrieving Vehicles that have been involved in a security incident during a Rental. Getaround's insurance policy does not cover theft to or damage of the Vehicle that occurs outside of a Rental. Only the Owners' own personal insurance policy can cover such incidents, and they are solely responsible for purchasing and maintaining such coverage. Owners expressly waive any and all claims or damages against Getaround that may result from security incidents occurring outside a Rental.

Connect Device operates by drawing power from the Vehicle's battery power, and Owners acknowledge and agree that the performance of the Connect Device may be affected by the performance or capability of the Vehicle's battery. Care should be taken in using the Connect device in Vehicles that have old or weak batteries, or that may go extended periods without being driven.

e) Vehicle Data

Data collected from a Connect Device ("**Vehicle Data**") may be useful in determining the cause of an automobile accident. If you're in an accident, you may have a legal obligation to preserve the information on the Connect Device. This information may be sought by opposing parties in a civil lawsuit or by police when investigating the cause of an accident, or we may be legally obligated to provide such information in response to a subpoena or as otherwise required by law.

In connection with the use of the Connect Service, Owners may have access to certain driving information or other Vehicle Data about their Vehicle and its location. Owners may not use such information or Vehicle Data for any unlawful purpose or otherwise in connection with any third party car-sharing or rental service. Owners expressly agree to indemnify and hold Getaround harmless from any and all claims or damages that result from their use of such information or data.

f) Unlawful Use

Owners agree not to use Connect Devices or Connect Services for any unlawful or abusive purpose or in any way that interferes with Connect Devices or Connect Services. Owners will comply with all laws while using the Connect Devices or Connect Services and will not transmit any communication that would violate any federal, state, or local law, court, or

regulation. Owners may not resell the Connect Services or Connect Device. By using the Connect Services and/or the Connect Devices, Owners agree to abide by the terms and conditions of any software license agreements applicable to any software associated with the Connect Device or Connect Services.

4.2 Lost Device fee

If a Owner does not return the Connect Device to Getaround within 30 days of the applicable Vehicle's removal from the Platform, the Lost Device fee of \$500 will be charged at Getaround's sole discretion.

4.3 Connect Reinstallation Fee

If an unauthorized individual, including but not limited to an unauthorized mechanic, removes, changes the wiring, or uninstalls the Connect Device, the Connect Reinstallation Fee of \$150 may be charged at the time the Connect Device is reinstalled at Getaround's sole discretion.

5. Identity verification

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

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

5.1. Verification of the Owner's identity

Getaround uses Stripe as its partner to manage financial flows relating to the Rentals. According to customer due diligence imposed to Stripe by the financial and monetary code (hereafter "Customer Due Diligence"), Getaround will conduct an identity check of the Owner when the latter has made a cumulative income of \$1000 through renting out Vehicles.

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

- o a valid copy of his/her identity documents,
- o a copy of the registration certificate of the Vehicle or Vehicles,
- o and proof of address dated less than 3 months.

Payments to the Owner will be suspended until the Owner's identity has been verified.

5.2. Verification of the Driver's identity

Verification of the Driver's identity consists in obtaining a photo capture (front and back) of the Driver's driver's license, I.D. card, as well as a video of him/her (both taken on mobile) reading a text and turning his/her head. If any of these elements is unclear or unsuitable, additional documents and/or information can be requested by Getaround.

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

When Getaround is uncertain of the identity of the Driver, Getaround can ask the Driver to take a new selfie via the App just before the start of the Rental in order to ensure that the Driver matches the person on the identity documents registered in the Driver's Account. The Rental Agreement will have to be done with the same mobile phone as the one used to take the selfie. If the identity doesn't match the identity documents, the Rental will not take place.

When the Driver rents a Vehicle not equipped with the Connect Device, the Owner will be responsible for the verification of the Driver's identity.

6. Rental process

6.1. Linking

Drivers can consult the Listings posted by Owners directly on the Website or the App by using its search tool.

- If the Vehicle is not listed as Instant Booking: once a Driver has found a suitable Vehicle, they send a Booking request to the Owner. After the request is sent, the 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 Owner accepts the Rental request, the Driver is notified by email and must return on the Website/App to pay the Rental Price. **Any offer to pay other than through the Platform 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 Owner has received confirmation by email;
 - If the Owner refuses the Rental request or does not accept it within 23 hours, the Driver is notified by email.

- If the Vehicle is listed as Instant Booking: once Drivers have found a suitable Vehicle, they send a Booking request to the Owner and it is automatically confirmed.

In both situations, the Driver cannot contact the Owner before the Booking of the Vehicle is completed.

6.2. Before the start of the Rental

The Rentals are governed by the present Terms and are completed by the Rental Agreement.

The Rental Agreements must be filled in together by the Owner and the Driver for non-Connect Rentals (i.e. Rentals made with a Vehicle not equipped with a Connect Device) or by the Driver alone for Connect Rentals (i.e. Rentals made with a Vehicle equipped with a Connect Device). For non-Connect Rentals, even if the check-in/check-out is done with the Driver's telephone, both Users are deemed having accepted all the information indicated in the Rental Agreement, unless one of them expressly informs Getaround right after check-in and/or check-out.

The Rental Agreement must indicate, both for check-in and check-out:

- the mileage (automatically provided by the Connect Device for Connect Rentals or provided by the Driver for non-Connect Rentals);

- the level of fuel (automatically provided by the Connect Device for Connect Rentals or provided by the Driver for non-Connect Rentals). The Driver might be informed via the App that there isn't an automatic fuel level check: in such case, the Driver must take a photo of the Vehicle's fuel level at the beginning of the Rental and indicate this level in the App). In all cases, the Driver and the Owner can take a picture of the fuel level on the dashboard to keep evidence of such level at the beginning and/or the end of the Rental;
- any visible damage on the exterior or in the interior of the Vehicle; and
- the level of cleanliness of the Vehicle. At the start of a Rental, the Owner must deliver a clean Vehicle to the Driver (interior and exterior).

Photos of the Vehicle from all required angles must be taken via the App, including interior photos of the dash, cabin, front, and rear seats. If Drivers don't have an Internet connection when the Rental begins, they must make sure the photos are sent on the App as soon as possible, and in any case within the following 30 minutes following the unlocking of the Vehicle. The same applies for the photos made at the end of the Rental which must be sent as soon as possible after the end of the Rental and in any case within 30 minutes following the end of the Rental. Any additional photos taken at the start/end of the Rental must be kept for three (3) months following the end of the Rental as evidence in case of dispute.

For Connect Rentals, if the lighting and/or location of the Vehicle (e.g. the Vehicle is parked against a wall or in a dark area) does not enable to take clearly visible photos at the start and end of the Rental, or does not enable to precisely verify the interior and/or exterior state of the Vehicle, the Driver must anyway complete the Rental agreement (with the mandatory photos and indication about the state of the Vehicle) and then must move the Vehicle just enough to be able to verify that state and to take perfectly usable photos. Those additional photos must be sent immediately to Getaround via the App.

To deal with the eventuality that a damage already existing on the Vehicle may not be visible enough on the photos taken by the Drivers upon the check-in at the start of the Rental, the Drivers shall take clear and detailed photos of each of damage (including scratches on the body of the Vehicle) that they notice on the Vehicle before the Rental begins, and shall keep the photos for at least three (3) months following the end of the Rental.

The Driver shall indicate those damages before the Rental begins. If after the end of a Rental, the Owner claims that a damage occurred during such Rental, the Driver can provide the photos as evidence that the damage already existed when the Rental began. Otherwise, the costs for the repair of the damage can be charged to the Driver.

Once all mandatory information is provided through the App at check-in and check-out, the Rental Agreement is signed, thus binding the Users by such Rental Agreement and the present Terms regarding the Rental.

For Connect Rentals, Users agree that Getaround only verifies the Drivers' ID card and driving license.

For other Rentals, it is the User' responsibility to carry out the required verifications at the agreed check-in time, on the day the Rentals starts:

- Verification by the Owner: The Owner shall verify the identity of the Driver (check that the Driver matches the picture on their ID card and/or driving license), the validity of the driving license (driving license number must match the one indicated on the Rental Agreement), and the Owner must verify that the Driver has held the driving license for the minimum number of years indicated in Article 2.2 b), the address, and the payment card information which must be the same as the card used for payment

on the Website. The Owner may be represented by a third party duly authorized to conduct these checks.

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

- o The person wishing to take possession of the Vehicle is not the Driver;
- o The Driver provides a payment card that does not belong to them ;
- o The Driver provides a different payment card from the one used to pay for the Rental. The first 6 and last 2 numbers of the payment card used to pay for the Rental are pre-filled on the hard copy and electronic (via the App) Rental Agreements;
- o The Driver provides a driving license that does not authorize them to drive in the country where the Vehicle is registered. It is the 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 Owner's responsibility to verify whether the Driver has a valid tourist, working or student visa, if necessary.

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

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

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

6.3 During the Rental

a) Extension

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

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

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

For all extension requests, payment must be made via the Website or App before the end of the initial Rental period. If the Driver keeps a Vehicle outside the initial Rental period without having validated and paid for an extension online, Getaround will extend the Rental until the time of return of the Vehicle so any damage caused until the return of the Vehicle is covered by the Insurance (subject to compliance with the conditions, and within the limits, set in the present Terms). Getaround will invoice:

- the additional Rental price due for the extra rental time,
- if any, the Protection Plan due for the corresponding additional time, and
- the late return compensation fees described in article 12.6 a) below.

b) Reporting an incident or problem

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

c) Use of Roadside Assistance

Getaround provides roadside assistance for accidents and breakdowns that occur during a Rental for Drivers whatever the applicable Protection Plan.

If the Driver's own negligence contributes to the breakdown or need for roadside assistance, Drivers understand and agree that they are solely responsible for all roadside assistance costs, including all resulting costs such as towing, impound, retrieval, and administrative charges, and that they may be additionally charged with the applicable fees and commissions under these Terms, as well as the following fees:

- **Tow Charge:** Drivers are solely liable for any and all tow and impounding fees that are incurred during and subsequent to the Rental, and all fees resulting from such violations per these Terms.

The Driver is charged with the total amount of tow + impounding fees

- **Car Retrieval Charge:** If additional vendor assistance is required to retrieve a Getaround Vehicle from an impound facility, the responsible Driver is liable for the additional Vehicles retrieval costs incurred by Getaround. An additional Retrieval Fee may also be charged at Getaround's sole discretion.

The Driver is charged with the Cost of car retrieval + \$25.00 Retrieval Fee

If Drivers reject the Roadside Assistance provided by Getaround and instead utilizes a road assistance provider of their choice, Drivers shall indemnify Getaround for any and all claims arising out of your rejection of Getaround's Roadside Assistance.

In the case of a mechanical breakdown caused by the Owner's failure to observe any of the requirements listed in Article 3.4 above "Maintenance, Safety, and Inspections", Getaround may, in its sole discretion, reimburse the Driver for reasonable expenses incurred directly by the Driver and required to transport the Driver and any affected passenger(s) to a safe location within 25 miles of the site of the breakdown.

To contact Roadside Assistance, the Driver must go to his/her Rental page on the App, access the section "Help", and contact Getaround.

6.4. At the end of the Rental

The Driver (for Connect Rentals) or the Driver and the Owner (for non-Connect Rentals) must check the condition of the Vehicle, make any comment it deems necessary on the condition of the Vehicle or any damage that has been caused to it. The date and time of return, the mileage and gas level are completed automatically in the Rental Agreement via the Connect Device (except in some Getaround Connect Rentals where the Driver is informed via the App that there isn't an automatic fuel level check or non-Connect Rentals, in that case the Driver must report them manually). The Driver shall take all required photos with the best quality possible (even if conditions are not optimal, such as night time or rain). It should also be noted that if these photos are taken at a moment without any Internet connection, the Driver must make sure their transfer to Getaround through the App is effective as soon as he/she gets Internet connection again.

I

To have evidence of the state of deterioration and cleanliness of the Vehicle at the end of the Rental, the Driver shall take:

- any additional photo of the exterior of the Vehicle that might be necessary if any section of the Vehicle is not clearly visible on the mandatory check-out photo, including the roof,
- and photos of all areas of the interior of the Vehicle (dashboard, carpets, seats, doors, trunk, interior roof, etc),

and shall keep these photos for at least three (3) months.

The Rental Agreement is automatically completed once the doors of the Vehicle are locked (for Connect Rentals), once the check-out report in the Rental Agreement is completed (for non-Connect Rentals).

- For Connect Rentals:

It is reminded that if a damage is declared by the Owner after the Rental, the Driver will be considered as having caused such damage and will incur potential repair costs, so these additional photos are useful evidence to help the Driver prove the state of the Vehicle at the end of the Rental.

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

- For electric Vehicles that must be returned to a parking spot with a dedicated charging point:

- the Driver must connect the Vehicle to this charging point at the beginning of the check-out process. In case the Driver has difficulties connecting the Vehicle to the charging point, he/she must report and detail (with photos/description) what difficulties he/she has encountered via the App (e.g. missing cable, can't connect cable,...). This information is essential for the Owner to be able to solve the problem before the next rental starts;
- the Driver must take photos of the Vehicle once it is charging on its dedicated charging point.

Failing to report the difficulties encountered or to provide sufficient information describing the difficulties encountered, the Driver will be charged \$25. The Owner has 48 hours after the Rental has ended to ask Getaround for this compensation.

a) Parking:

For Vehicles with dedicated or reserved parking spaces, the Owner is responsible for finding (and informing the Driver, whether in the Vehicle Listing or by sending him/her a message before the end of the Rental) sufficient possibilities of specific space or location which are either free or private/prepaid by the Owner. The Owner must truly provide adequate guidance and instructions (rather than only broad requests such as only requiring that the Driver park on a free space or street). In the absence of clear instructions and provided that the Driver has complied with all other rules set out in this Article (e.g park the Vehicle in an authorized parking space,...), no costs will be incurred by the Driver for parking on a spot that the Owner would claim to be incorrect compared to the instructions. When the instructions are clear, the Driver has the obligation to park in such space or location and provided he/she does exactly as asked by the Owner, no costs will be incurred by the Driver.

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

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

If the Driver doesn't park where requested by the Owner and instead parks on a paid space, all associated costs will be borne by the Driver up to 48 hours following the end of the Rental.

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

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

- in a paid space, the Driver must inform Getaround (on the App via My Account > Contact Getaround) and must pay for 2 hours of paid parking (the Driver shall keep the evidence of his/her payment for one month). Those costs for the 2 hour parking will be borne by the Driver but parking costs following those 2 hours will be borne by the Owner;
- further than the ¼ mile radius of the location indicated in the Rental page, the Driver must inform Getaround (on the App via My Account > Contact Getaround). The

repatriation fees applicable according to Article 12.6 e) will not apply against the Driver.

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

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

b) Cleaning:

If at the start of the Rental the Vehicle is not clean (the interior and/or the exterior), the Driver shall indicate it in the Rental Agreement and take pictures of the mess. The Driver must return the Vehicle clean at the end of the Rental and the pictures at the end of the Rental (taken by the Driver or the Owner) will be used to compare with the state at the start of the Rental. In the absence of pictures taken by the Driver at the start of the Rental, Getaround will be entitled to consider that any interior or exterior mess present on the pictures taken at the end of the Rental (by the Driver or the Owner) has been caused by the Driver during the Rental.

By way of example only, mess can be the following:

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

Only regular mess, present despite a clear effort of the Driver to keep the Vehicle clean, will be accepted without causing the payment of a cleaning compensation as stated in Article 12.6 c).

Other types of excessive mess are classified as follows and for each level of mess, the Driver shall pay compensation to the Owner as stated in Article 12.6 c) (the following description is indicative only and non exhaustive):

- **Small mess:** the Vehicle was used reasonably but there is visibly more mess at the end of the Rental. The Owner can clean the Vehicle quickly without needing a specific equipment or product (eg a high pressure hose is sufficient for the exterior)
- **Medium mess:** the Vehicle was returned significantly dirtier at the end of the Rental. The Owner will have to use a specific equipment or product (eg the exterior mess cannot be removed easily with a high pressure hose), and/or spend significant time

to clean the Vehicle. For example regarding the exterior, the Vehicle was used in an off-road or very dirty setting.

- **Large mess:** the Vehicle was misused and the Driver made no effort to return it clean (e.g. stained seats, ground-in dirt, etc.). The Owner will have to invest significant time and/or effort to clean it, and will have to use specialist equipment/professionals to clean it.

In case of Large mess, if the Vehicle requires professional cleaning, the Driver will be charged with the invoice issued from the professional cleaner. The amount of such professional cleaning invoice will be reimbursed to the Owner (if the compensation according to Article 12.6 c) has already been paid to the Owner, it will be deducted from the reimbursement amount paid to the latter).

c) Vehicle not being returned at the agreed time:

If the Vehicle hasn't been returned within thirty (30) minutes following the agreed date and time of the Rental, late return compensation as per Article 12.6 a) below will apply unless the Owner informs Getaround within 24 hours of its decision not to apply such compensation.

6.5. After the Rental

After the Vehicle is returned to the Owner, the Users have the opportunity to evaluate each other on the Website/App in order to provide user experience feedback on the Users. Users can also evaluate each other if the Rental is canceled. The Driver can evaluate the Owner and the Vehicle separately. Getaround reserves the right to remove, in part or in its entirety, any or all reviews containing false or misleading information.

7. Messages exchanged through the Platform

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

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

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

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

8. Cancellation of a Rental

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

8.1. Cancellation of a Booking by the Driver

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

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

- More than 48 hours before the start of the Rental: the Driver may cancel at any time and the Rental Price will be refunded to him/her. The Owner does not receive any of the expected earnings.
- Less than 48 hours before the start of the Rental, and up to the start of the Rental: 50% of the Rental Price will be refunded to the Driver. The Owner is compensated for 50% of the Owner Payout defined in Article 12 below .
- After the start of the Rental, none of the Rental Price will be refunded to the Driver and the Owner receives 100% of the Owner Payout defined in Article 12 below.

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

When the cancellation is due to the Driver (e.g. the Driver was not present upon the start of the Rental and did not show up within the hour that followed, the Driver cancels right after changing the Rental date and/or hours...), the Rental Price won't be refunded to the Driver and the Owner will receive 100% of the Owner Payout defined in Article 12 below.

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

8.2. Cancellation of a Booking by the Owner

The Rental will be considered as canceled due to the Owner's responsibility if :

- the Owner voluntarily cancels it (on his sole decision or if the Vehicle is no longer available);
- The Owner was not present upon the start of the Rental and did not show up within the 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 Owner indicate it should be; or
- the Vehicle is not in condition to be rented, i.e. there is not enough fuel/electricity, there is a malfunction that affects the safety and/or the expected/normal usage of the Vehicle;
- when the Vehicle is equipped with the Connect Device, it cannot be opened due to the Owner's misuse of the App.

The Owner will be charged a penalty if his/her overall cancellation rate has exceeded the acceptable threshold currently set at 4% (more information about how the cancellation rate is calculated can be found [here](#)). The Owner can also access his/her cancellation rate at any time on his/her Account > Performance > Quality.

If the Owner cancellation rate is above the acceptable threshold settled, the Owner will be charged with the following cancellation fees:

- cancellation up to 24 hours before the start of Rental: \$15
- cancellation less than 24 hours before the start of Rental: \$35

These fees will be deducted from the Owner earnings or charge on the Owner's credit card.

The Owner's cancellation rate will not be affected and the above mentioned penalty will not apply, if all the following conditions are met:

- the rented Vehicle has been damaged during a previous Rental; and
- the Owner cancels the following Rental before it starts; and
- the canceled Rental was booked before the Owner sent the damage report to Getaround; and
- the canceled Rental was due to start after the Owner sent the damage report; and
- the damage report sent by the Owner is considered as valid by Getaround (i.e. the damage has indeed taken place during a previous Rental and all required documents were provided by the Owner).

The Owner should request the cancellation of the following Rental while sending to Getaround the damage report. If the Owner cancels the following Rental and subsequently submits the damage report (providing all conditions above are still met), the Owner will have to contact Getaround who will waive the penalty and the impact on the cancellation rate.

Getaround reserves the right to exclude (temporarily or permanently) the Owner from the Platform in the following instances:

- the Owner cancels a Booking based on a prejudice against the Driver (such as discrimination based on social, sexual or racial criteria);
- the Owner's cancellation rate is excessive;
- the Owner doesn't respect these Terms.

When the cancellation is due to the Owner, the Driver will receive the following compensation:

- when the cancellation is more than 24 hours before the scheduled start time of the Rental: the Driver is reimbursed of the full Rental price as well as any Excess options;
- when the cancellation is less than 24 hours before the scheduled start time of the Rental the Driver is reimbursed of the full Rental price as well as any Excess options. In addition, Getaround will cover the transportation cost incurred by the Driver to reach the replacement vehicle found (whether it has been rented via the Platform or not) or to go to a specific location that has been made inaccessible due to the cancellation of the Rental (or made necessary as a workaround, such as accessing a train station). In this case, the distance taken into account is the distance between the initial rented Vehicle and the replacement vehicle/specific location:
 - when the distance is less than 12 miles (20km) Getaround will cover up to \$60 of the transportation cost;
 - when the distance is more than 12 miles (20km) Getaround will cover up to \$100 of the transportation cost.

The same rule applies if the Driver has incurred transportation costs to return to the location of the initial rented Vehicle.

The Driver has 1 month after the date the transportation expense is incurred (go and/or return) to ask for the reimbursement by sending the receipt to Getaround.

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

If the Rental required the Driver's profile to be verified (i.e. in cases listed in Article 5.2 above) and the information provided by the Driver 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 canceled by the Driver or the Owner. The Owner will not be compensated for such cancellation, even if it happens less than 48 hours before the start of the Rental. The Driver will be fully reimbursed.

The cancellation will be considered as being caused by the Driver when the Rental is canceled due to a fraud committed by the Driver (e.g. the person in the selfie doesn't match the person in the photo on the driving license,...). In this situation, the Driver will be reimbursed for the Rental Price, except the Owner Payout defined in Article 12 below.

8.4. Dispute of grounds for cancellation

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

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

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

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

9. Insurance and damages

9.1 Coverage limits

Getaround's insurance program provides auto insurance to cover Drivers and Vehicles that meet eligibility requirements according to the present Terms. Coverage applies for the duration of each Rental, from start to finish, and includes liability, collision and comprehensive (e.g., fire, auto theft, vandalism) coverage. Any use of a Vehicle by a Driver after a Rental has finished will not include such coverage for the Driver or the Owner of the Vehicle. Unless stated otherwise in these Terms, the liability, collision and comprehensive coverage maintained on behalf of Drivers is secondary to any other automotive insurance policy(ies) applicable to such Drivers (including, for the avoidance of doubt, such Drivers' personal automotive insurance policy), and any and all amounts paid by our insurance program shall be excess over all amounts paid by any other applicable automotive insurance policy(ies). An "accident" is defined as a sudden, unplanned, and unexpected event, not within the control of the insured, resulting in damage, injury, or loss that is neither expected nor intended. The collision and comprehensive coverages require a deductible owed by the Driver in the event of a loss. The deductible amount is conditional on the type of Protection Plan the Driver chooses.

Getaround's insurance program provides coverage to Drivers, Owners and Vehicles that meet eligibility requirements according to the present Terms. Owners must be able to document their insurable interest in the vehicle to trigger coverage under this section for damage incurred during a Rental.

All damage or insurance claims must be filed in-app no later than 7 days after the end of the Rental in which they occurred for insurance coverage to apply.

a) *Liability Coverage*

Drivers are covered in our insurance policy up to the minimum limits required by the automobile financial responsibility law of the jurisdiction in which the accident occurs, or the amounts specified by the statute regarding peer-to-peer car sharing (if any) applicable to the jurisdiction in which the accident occurs, whichever is greater. Owners are covered up to a combined single limit of \$1,000,000 for liability, except where required otherwise by applicable law. Coverage includes personal liability for the Driver, third-party liability for passengers and other affected parties, and third-party property damage arising from a car accident.

b) *Comprehensive and Collision Coverage*

The comprehensive and collision coverage provided protects the Owners' Vehicle in the event of an accident. This covers for theft, fire, vandalism, weather damage, and any damage to the Vehicle in the event of an accident up to the actual cash value of the Vehicle. The Driver is responsible up to the value of the Deductible.

c) *Uninsured and Underinsured (UI/UM) Coverage*

UI/UM coverage is provided in states where such coverage is required by law, in accordance with the minimum limits established by such states. In addition, or in certain states in lieu of UI/UM coverage, personal injury protection and/or medical payment coverage is provided up to the limits required by state law.

d) *Personal Injury Protection (PIP)*

As mandated by law, PIP coverage is provided in states where such coverage is required by law, in accordance with the minimum limits established by such states.

9.2 Exclusions

The Insurance covers the Drivers with no further formalities at the time they pay for the Rental, as long as the following conditions are met:

- Any condition indicated in Articles 2 or 3 above are respected;
- The Driver must pay the full Rental Price with a means of payment in his/her own name, before the Rental begins. Otherwise, the Rental will not be covered by the Insurance. Among other things, the Rental Price includes mileage: if a User purposely underestimates the mileage in order to reduce the Rental Price by accepting a parallel mileage payment, the Rental will not be covered by the Insurance;
- The identity of the Driver and the Owner, the Vehicle description, the start and end dates, and times of the Rental must correspond to the information provided by the Users on the Website;
- The Rental Agreement must be completed and signed by both parties when the Rental begins;

- The Vehicle must be in compliance with the applicable laws and regulations in its country of registration; the maintenance recommended by the manufacturer must have been performed, and all safety equipment must be in good working order to the Owner's knowledge, in particular the safety equipment referred to in Article 2.2 a) above;
- The check-in and check-out procedures were correctly carried out in accordance with these Terms.

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

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

Getaround is a peer-to-peer car sharing marketplace. The insurance coverage provided is similar to a personal auto policy, however, this policy has some unique exclusions specific to our model:

a) General exclusions

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

b) Wear and Tear

All Vehicles experience normal wear and tear over time. It arises naturally as a result of normal use, contributing to the overall condition of the Vehicle. Coverage is provided to Owners for excessive wear and tear to their Vehicle by a Driver. Getaround does not insure for normal wear and tear. Owners are responsible for normal Vehicle upkeep as all Vehicles experience reasonable wear and tear with usage. In the event of excessive wear or damage caused by abuse or neglect, the Driver is subject to penalties up to the limits of the insurance Deductible outlined above.

All Vehicles require routine maintenance. The Owner is responsible for maintaining the cosmetic appearance and mechanical integrity as prescribed by the manufacturer of their Vehicle and accompanying service manual.

Street parking comes with added risk and results in accelerated wear and tear over time. Getaround considers all deterioration including dents, scratches and other effects to the front and rear bumpers of street parked Vehicles permissible provided it does not hinder the use or safe operation of the Vehicle.

Getaround's wear and tear guidelines are the following (they are guidelines only and all claims are assessed on a case-by-case basis. Getaround reserves the right to deny a claim for damage to an area of the Vehicle that is not visible in the Vehicle's onboarding photos). The following are definitions of damage reports considered to be wear and tear:

- **Paint and Body**

The paint and body of a Vehicle will wear naturally over time. Vehicles that are not garaged and left susceptible to the elements may experience accelerated wear.

- Minor dent: A depression or contouring on a single panel 3 inches or less in diameter.
- Minor scratch: Less than 3 linear inches in length.

- **Bumpers**

Minor scratches or dents to bumpers and attached components are considered normal wear and tear provided the scratches are cosmetic in nature and do not compromise the safety and function of the Vehicle. Street parked Vehicles may experience accelerated wear.

- Minor dent: A depression or contouring on a single panel 2 inches or less in diameter.
- Minor scratch: Less than 3 linear inches in length.

- **Windshield and Windows**

Windshield and windows will sustain wear over time both through the course of routine driving and routine use. Existing issues such as cracks or bullseyes may show accelerated wear if neglected over time.

- 1 or 2 minor chips (not in field of vision).
- Cracks originating from a chip that has gone unattended and increased in length or severity over time or after successive Rentals.
- Dry, cracked, brittle, or lose weather stripping around windshield/windows due to aging.
- Peeling or nicks to window tint.

- **Interior / Exterior trim, Carpet, Upholstery, and Controls**

Interior items within a Vehicle will deteriorate and/or break as a result of repetitive normal use. Claims will be covered only if Owners can demonstrate a change in the overall condition of the Vehicle's interior as a result of a particular Driver's Rental. Below items are considered wear and tear and are not covered.

- Interior Trim: Scratches, fading and similar signs of wear to controls; window regulators, hinges, compartments, panels, handles, latches, and locks.
- Carpet and Upholstery: Weathered, soiled, torn, worn upholstery or carpets.
- Auto Accessories: Scratches, fading and similar signs of wear to permanently and non-permanently attached equipment and accessories.
- Trunk/Cargo Areas: These areas of a car or truck are intended to experience wear from the normal use of loading and unloaded items; it is expected wear to see weathered, soiled, worn, scraped or scratched elements in these areas.
- Splash Shields/Non-Structural, Non-Mechanical Undercarriage Covers: These components are subject to wear over time from road debris and normal use of the Vehicle.

- **Mechanical and Transmission**

Mechanical systems and their parts experience wear through the course of routine driving. Vehicles that are not maintained to the manufacturer's guidelines may experience accelerated wear during operation.

- Drivetrain: The system that connects the transmission to the drive axles. This includes the starter, transmission, gearbox, differential, and drive shaft.
- Clutch: The system that connects and disconnects a vehicle engine from its transmission system. This includes the clutch disc, pressure plate, flywheel

and pedal with piston or pulley system. The clutch system of a manual transmission vehicle will sustain wear over time both through the course of routine driving and routine use. Manual transmission vehicles used for car sharing may experience accelerated clutch wear, even with proper maintenance. The clutch and other components of the system that connect and disconnect a vehicle engine from its transmission system are considered wear and tear items and will not be covered. Such wear and tear items include (but are not limited to) the clutch disc, clutch fork, slave cylinder, pressure plate, flywheel, pilot bearing, pivot fork, pedal with piston or pulley system, and any other part necessary for the proper operation of the clutch system.

- Brakes: The system that slows or stops a Vehicle. This includes parking brake cables, park brake lever, master cylinder, brake lines, caliper, reservoir, pads, hoses, drums, rotors, shoes, and pedal.
- Suspension: The system that cushions a vehicle from road conditions. This includes springs, shocks and struts, linkages, bushings, control arm, leaf spring, torsion bar, anti-sway bars, tie rod, and knuckle.
- Cooling: This system that connects to the cooling system. This includes but not limited to A/C condenser, water pump, radiator, and cooling system hoses.
- Electrical: The system that provides electrical functions to computer systems, starters, modules, fuses, batteries and wiring harnesses.

- **Trucks and Convertibles**

Trucks and convertibles have specialized features that are distinct from other vehicles. These features may deteriorate through repetitive, routine use.

- Trucks: Getaround does not pay for individual dents or scratches to truck beds arising from its intended use. Example: Hauling cargo where the cargo is reasonable for the dimensions of the truck bed. Additionally, Getaround does not pay for mechanical failure to truck-bed covers.
- Convertibles: Getaround does not pay for weathered, soiled or worn convertible top upholstery arising from natural exposure to the elements. Additionally, Getaround does not pay for tears or mechanical failure to a convertible top arising from its intended use. Example: Raising and lowering the top while the vehicle is parked.

- **Hybrid and Electric Vehicles**

Hybrid and electric vehicles experience wear and tear similar to gas powered vehicles and require the same routine maintenance.

- Electric Drive Battery: A hybrid vehicle battery is rechargeable and has enough storage to power a vehicle for a few miles. A battery electric vehicle is rechargeable and is used exclusively to power the vehicle. The batteries of fully electric vehicles may be occasionally fully discharged during a Rental, and such discharge, including any reductions to the lifespan of those batteries, is considered wear and tear.
- Hybrid Drive Unit/Controller: A hybrid drive unit includes a hybrid mechanism having at least one electric motor and a transfer that distributes driving force to front and rear wheels.
- Charging Port: A part of the system that supplies electric energy for the charging of plug-in hybrid or electric vehicles.

- Charging Station: (EVSE) Electric Vehicle Supply Equipment delivers electrical energy from an electricity source to charge a hybrid or electric battery.

c) *Personal Belongings*

Personal belongings left in the Vehicle are not insured. These include tapes, records, discs or other similar audio, visual or data electronic devices, or any speed measuring equipment within the Vehicle. It is the responsibility of the Owner and Driver to ensure they remove any personal belongings from the Vehicle before and after each Rental.

d) *No Permissive Drivers*

Getaround provides insurance for our Users only. As per Getaround's Terms, Getaround Vehicles may only be driven by the Driver who booked the Rental and secondary drivers who have been registered by the Driver at the time of Booking and who meet the same conditions as the Driver.

e) *Personal Usage Only and reasonable use*

Insurance coverage applies to Vehicles shared for personal use only. Vehicles shared for commercial purposes, organized racing, or stunting activity are not covered.

Carrying passengers for remuneration (with the exception of carpooling), the subletting or lending of the Vehicle for free or not by the Driver, are prohibited, unless expressly approved by Getaround. Also, carrying passengers other than in the interior or cab of the Vehicle, or carrying passengers or anything else in excess of the capacity of the Vehicle, are 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 allowed.

Drivers shall not engage in competitive driving or racing, use the Vehicle to push, propel, or tow another vehicle, trailer, or any other thing; engage in illegal or dangerous activities; or otherwise use the Vehicle in a manner aside from its intended use for transportation.

f) *Late Reporting*

Drivers must report incidents that occur during a Rental to Getaround within 48 hours of the incident's occurrence. If an incident is not reported within 48 hours of its occurrence, the Driver may forfeit the insurance coverage applicable to the Rental and be solely responsible for the full cost of repairs and any loss or liability arising from the incident.

g) *Tire Damage*

If a Driver damages a tire during a Rental, Getaround will cover repair or replacement costs for the damaged tire only. The amount of coverage will be prorated according to the amount of tread depth on the tire when the damage occurred. For this purpose, completely new tires have a tread depth of 10/32" or more, and completely used tires have a tread depth of 2/32" or less. Any tire repairs or replacements requested by Owners must include photos of the damage and tread depth measurements for the damaged tire. Getaround will only cover costs for the damaged tire, regardless of any manufacturer, dealer, or mechanic's recommendations to the contrary. The Driver is responsible for the damage costs up to the Deductible.

h) Aftermarket Wheels

Aftermarket Wheels (defined as wheels other than those installed as factory equipment or manufactured by the car's manufacturer as original or optional equipment for the Vehicle) are installed at the Owner's own risk. If an aftermarket wheel incurs damage during a Rental that exceeds wear and tear, Getaround will only cover the repair or replacement costs of the original wheel installed as factory equipment or manufactured as original or optional equipment. Getaround will not cover any additional intrinsic or incidental costs associated with aftermarket wheels, including without limitation costs concerning aftermarket paints, finishes, design, construction, or unavailability of the aftermarket wheel that has been damaged.

i) Curb Rash

Curb Rash is defined as cosmetic scratches to the outer face of a wheel, most commonly caused by the wheel coming into contact with a curb. Curb Rash that occurs during a Rental is considered wear and tear and is not covered by Getaround, regardless of the length of the scratches. Non-cosmetic wheel damage that affects the vehicle's ability to be operated in a safe manner, such as cracks or bends in the wheel, shall be assessed on a case-by-case basis.

j) Abandoned Vehicle

If the Vehicle is abandoned by the Driver without a full check out being done according to article 6.4, or if the Driver parks the Vehicle at the end of the Rental in a place where it is likely to be damaged (e.g. left on a roundabout, parked right next to the exit of a construction site, etc), any damage caused to the Vehicle, either during the Rental or after its end (and until the Owner picks-up the Vehicle) will be fully charged to the Driver. In addition, the Driver will be charged with the actual repatriation costs when applicable.

k) Loss of Use

Getaround will provide up to \$25.00 per day, up to a maximum of 30 days, where repairs are pre-approved by Getaround and performed by a Getaround-approved repair vendor. The amount of compensation for each such repair is based on the final invoiced work hours for the repair completed by a Getaround-approved vendor, beginning on the 15th day of the car's deactivation from service and ending, at the latest, on the 45th day of deactivation. A payment for Loss of Use is the sole source of compensation for such loss of use, including but not limited to parking fees, Getaround Connect fees, and any ridesharing services used or Getaround cars booked while the Vehicle is deactivated. If any of the aforementioned items are compensated on an individual basis, they shall be deducted from the Loss of Use payment. For clarity, Loss of Use payments are available only where repairs are pre-approved by Getaround and performed by a Getaround-approved repair vendor. Loss of Use payments are not available where repairs are not pre-approved by Getaround or performed by a Getaround-approved repair vendor. Nor are such payments available as compensation for non-repair-related situations such as general connectivity issues, parking disputes or difficulties, late or improper returns, cleaning or refueling needs, lost keys, and/or towing or impound situations.

l) Mechanical Breakdowns

Getaround, at its sole discretion, may utilize a repair vendor to complete a diagnosis on claims involving mechanical breakdown related to engines, transmissions, drivelines, brakes, or suspension. This diagnosis is not a guarantee of coverage; Getaround does not cover

mechanical breakdowns related to deferred maintenance, manufacturer defects, wear and tear, or vehicle age or mileage.

m) Diminished Value / Diminution In Value

A claim for diminished value (also known as claim for diminution in value) is based upon any actual or perceived reduction in the fair market value / resale value of a vehicle attributable to an accident. Similar to personal insurance policies, our insurance program does not provide coverage for claims based on diminished value resulting from losses occurring Rentals, regardless of any determination of fault for the underlying loss. By Listing Vehicles on the Platform, Owners expressly waive any right to assert diminished value claims against Getaround, except where such waiver is explicitly prohibited by applicable law.

n) Replacement Parts

All repairs paid for by Getaround or Getaround's insurance provider(s) must use reconditioned, remanufactured, or aftermarket parts of like kind and quality ("LKQ Parts") to the part requiring replacement, regardless of vehicle age or mileage. OEM replacement parts may only be approved by Getaround in its sole discretion, and only if LKQ Parts do not exist for the part requiring replacement.

Getaround applies the concept of betterment to all Vehicle parts and components requiring repair and/or replacement resulting from a covered loss, in the event that such parts and components have pre-existing excessive wear and/or prior damage to an adjacent area. All coverage and payments made by Getaround under this summary shall take into account any pre-existing damage and/or wear and tear associated with the Vehicle in question. In event of a total loss, any payment issued in connection with such loss shall be reduced by any and all amounts previously paid to repair the vehicle subject to the total loss.

o) Vehicle Storage

Getaround will pay reasonable storage fees for Vehicles located in body shops and tow yards as a result of a covered claim arising out of a Getaround Rental, provided that Owners shall use best efforts to mitigate the cost of such storage fees by retrieving their Vehicles as soon as possible. Owners may be required to fill out documents or go to physical locations to have their Vehicles released. If any Vehicle release or retrieval fees are paid by the Owner in connection with a covered claim, and Getaround (in its sole discretion) determines that any portion of such fees is unreasonable and/or attributable to the Owner's unreasonable delay in retrieving the Vehicle, Getaround may decline to reimburse such Owner for the applicable portion of such fees.

p) Market Rates

Getaround will only consider market labor rates for repairs associated with the home location of the Vehicle requiring repair.

q) Proof of Repairs

Getaround prioritizes the safety of the Vehicles on our platform. As a condition subsequent to the payment for repairs performed pursuant to this summary, all such payments shall be applied exclusively towards the repair in question. Getaround reserves the right to request proof of such repair. Failure to provide the applicable documentation will affect future claims (if any), as well as the continued availability of the applicable vehicle on the Getaround Platform.

r) Audio Equipment

Getaround will not cover the failure of any sound producing equipment, such as (but not limited to) subwoofers, CD Players, MP3 players, audio speakers (aftermarket and OEM equipment), and infotainment touchscreens, unless such failure is accompanied by physical damage to the component that is not consistent with wear and tear and which can be reasonably considered the cause of such failure.

s) Supplemental Damage

Any supplemental damage identified during the repair process must be reported within 30 days of the initial payment being completed. Supplemental damage reported after 30 days of payment will be at the Owner's expense and will not be covered by Getaround.

t) Title Documentation

Owners understand and acknowledge that, upon Listing, no salvage or rebuilt vehicle (or vehicle spared from becoming a salvage vehicle by taking a lesser settlement) will be listed on the Platform. If a claim is filed, Owners agree, if requested, to provide proof supporting that their Vehicle is free and clear of a salvage, rebuilt or branded title. If the information provided or the research conducted during a claim confirms otherwise, then Owners understand, acknowledge and agree that there will be no payment for damages due to having a salvage, rebuilt or branded vehicle available for car sharing.

u) Owner's Personal Auto Policy

By signing up with Getaround, Owners understand and acknowledge that their own personal auto insurance policy may not provide coverage for the Owner or the Owner's Vehicle while the Vehicle is being shared on the Platform. Coverage under Getaround's insurance program shall be primary to a Owner's personal auto insurance policy while the Vehicle is being shared on the Platform.

9.3 Commercial Hosts

This information is provided for explanatory purposes only, is not an agreement or promise, and is not legal advice. For specific questions about your insurance policy, Owners shall contact their insurance provider.

a) Policy requirements

Certain Owners who maintain their own commercial automobile liability insurance policies share their Vehicles on the Platform pursuant to commercial agreements with Getaround. These Owners are referred to as "Commercial Hosts", and insurance coverage for all Rentals booked in vehicles shared by such Commercial Hosts is provided exclusively by the commercial automobile liability policies maintained by such Commercial Hosts, notwithstanding any statements herein to the contrary. By making their Vehicles available for reservation on the Getaround Platform, Commercial Hosts understand, acknowledge, and agree that they are solely responsible for providing commercial automobile liability insurance coverage for all reservations for such vehicles that are booked through the Getaround platform.

b) Damage and Claims

Commercial Hosts who become aware of an event occurring during a Rental of their Vehicle that may result in a claim must notify Getaround promptly after becoming aware of the event.

Commercial Hosts must also submit a claim to their insurance company, as specified in their commercial insurance policy.

In the event that a Rental of their Vehicle on Getaround results in a claim covered by their commercial insurance policy, Getaround may in its sole discretion provide up to \$1,000 towards their commercial insurance policy's deductible. If their policy has a deductible greater than \$1,000, Commercial Hosts are liable for the difference between the amount of their deductible and any reimbursement provided by Getaround.

c) Additional Terms and Exclusions

Owners who have specific questions regarding the statement of insurance including terms, limitations, and exclusions, please contact us here.

d) Assignment

If, after review, Getaround determines that payment is warranted for a claim that is covered as outlined in these Terms, Owners are required to (a) execute all documents reasonably required to facilitate such payment and the resolution of the claim, and (b) cooperate with Getaround to assist in facilitating a recovery of such payment from third parties, including the applicable Driver. Owners who receive payments for claims submitted in accordance with this insurance summary expressly waive any right to recover any other payments for the same claim from any third party, including the applicable Driver. Upon such payment, Owners hereby assign any such right of recovery to Getaround or its designated assignee(s). At no time may Owners undertake any action, including executing a release with the applicable Driver, that could affect Getaround's rights with respect to any claim submitted to Getaround.

e) Waiver of Conflict

If a claim is made, or lawsuit filed, by any party against a Owner and/or Driver, and Getaround determines that the underlying loss is a covered claim as outlined in these Terms, the Owner and/or Driver shall be assigned counsel at the direction of Getaround. If the Owner and/or Driver fails to cooperate with counsel and/or refuse to accept the counsel chosen by Getaround, any coverage otherwise available in accordance with these Terms may be waived. Additionally, Owners and Drivers consent to being represented by the same counsel if, in counsel's professional opinion, there is no conflict of interest in representing both parties.

f) Claims Asserted by Getaround

Getaround's master insurance policy does not provide a defense or indemnification for any claim that may be asserted by Getaround against Owners or Drivers. Getaround reserves the right to seek indemnification from Owners or Drivers for any losses sustained by Getaround that have been caused by a breach of Getaround's Terms of Service.

g) Subrogation

Drivers acknowledge and agree that Getaround has the right (but not the obligation) to subrogate against such Drivers and/or their personal automotive liability insurance policies, jointly and severally, in connection with any damage or loss occurring during Rentals taken by such Drivers.

9.4. Insurance Claims and Reporting Procedures

a) Insurance Coverage

The Vehicle is covered by Getaround's insurance policy solely during the Rental.

b) Filing a Claim

If a Vehicle is damaged during a Rental, it is the Driver's responsibility to gather relevant information and report the damage and related circumstances to Getaround within 48 hours of the incident for Getaround insurance coverage to apply, unless the Driver is rendered incapable of doing so. Drivers shall detail the full nature of the damage and allow time for damage or loss assessment, dispute arbitration, or remediation at Getaround's sole discretion. Failing to report damage within 48 hours of the event occurring may forfeit Getaround insurance cover during the Rental and the Driver will be solely responsible for all repairs and any loss or liability arising from the incident. In addition, failure to report damage within 48 hours of the event occurring will result in an Unreported Damage Fine of \$100 being charged to your account.

c) Damage Admin Fee

As part of filing a claim for a loss, the Driver's primary payment card on the Service will be charged a Damage Admin Fee of \$120 (Damage Fee is reduced to \$25 if the damage value is below \$100) and the Damage Admin Fee is charged regardless of whether the Driver is at fault for the loss, unless the Driver has purchased a Premium Protection Plan for that Rental. At the conclusion of the claim, a part of or the full Damage Admin Fee may be returned to the Driver should the loss amount not exceed the full Damage Admin Fee or if another party is deemed responsible for the loss.

d) Negligence, Misuse, or Breach

Any negligence, misuse, or breach of these Terms may void the Getaround insurance coverage for the Driver who will be solely liable for any damage, liability, or loss arising from his actions.

e) Damage Assessment

In assessing any damage or loss, Getaround will utilize the services of a professional vendor at its sole discretion or an approved vendor selected by an insurance provider representing the liable party.

f) Personal Belongings

Personal items left in the Vehicle are not covered by Getaround's insurance policy before, during, or after a Rental. It is the Driver's responsibility to remove personal belongings from the Vehicle when not present with it.

g) Indemnification

In addition to the general indemnification obligations stated in these Terms, Drivers shall defend, indemnify, and hold harmless Getaround and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from your violation of any of the provisions contained within these Terms.

10. Deductible and Protection Plan

In the event of any loss or damage to the Vehicle, or any personal property or bodily injury claim, or any roadside assistance expense that occurs during the Rental period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or God, the Driver is held responsible, and is required to pay Getaround a fee (the "Deductible") of up to \$3000.

The Deductible is the maximum a Driver pays for repairs if a damage is caused to the Vehicle during a Rental. This means that if the value of the damage is lower than the Deductible, only such value can be debited from the Driver's bank account. If the value of the damage is higher than the Deductible, only the amount of the Deductible can be debited from the Driver's bank account.

In the event a Driver has violated Getaround's Terms of Service, the limits offered by the Deductible do not apply, and the Driver may be held responsible for the full amount of any claim.

On a per-Rental basis, eligible Drivers may purchase an optional Protection Plan that may reduce the Driver's responsibility for the above-referenced Deductible in the event that physical damage, roadside assistance, or other loss occurs during the Rental for which the Protection Plan was purchased. A Protection Plan is purchased on a per Rental basis and applies only to the Rental for which it was purchased. The Protection Plan options are shown in the Getaround app at the time of purchase. The Protection Plans can also be added at any time before the start of the first Rental half-day, by accessing his/her Account > My rentals > and selecting the concerned Rental.

Protection Plans may provide benefits similar to a Driver's personal insurance policy. Protection Plans are secondary to any source of primary insurance the Driver may have, and are subject to the "Coverage Limits" section above. Protection Plans are not policies of insurance but reduce the Driver's responsibility for the Deductible and the full amount of a claim for damage to the Vehicle, subject to the terms below.

In some cases, depending on certain criteria defining the level of risk associated with the contemplated Rental (such as the age of the Driver, his/her rental history on the Platform or the category of the Vehicle), the Protection Plans will not be available and only the standard Deductible will apply without the possibility of reducing it.

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

If the Driver makes two consecutive Rentals with the same Vehicle or two Rentals with the same Vehicle within one month, one with a Protection Plan and the other without, and a damage occurs during any of the Rentals, no Protection Plan will apply.

Before purchasing a Protection Plan, Drivers should check their personal auto insurance or credit card policies to see if those policies offer coverage that would apply in the case of physical damage to the Vehicle. If a Protection Plan is purchased for a Rental, a prorated portion of that Protection Plan will be charged for, and applied to, any extensions for that Rental. If a Protection Plan has not been purchased for a Rental, no Protection Plan may be applied to any extensions for that Rental or otherwise applied retroactively to the Rental.

The cost of the Protection Plan depends upon the duration of the Rental or its extension, the plan selected, the type and location of the Vehicle, driving experience, and similar factors. Protection Plans are not available for all Drivers, Vehicles, or Rentals, and they may be purchased only in select states. Protection Plans are not insurance and are not mandatory. There is no obligation for Drivers to purchase a Protection Plan, or for Getaround to offer a Protection Plan. The purchase of a Protection Plan is optional and may be declined.

By using the Platform, Users acknowledge and agree that:

- The Driver firmly and irrevocably undertakes to pay the amount of the Deductible applicable for each damage caused to the Vehicle during his Rental, and due upon the Owner's declaration of such damage, with no objections or exceptions based on the Rental Agreement;
- If the Driver intends to challenge the payment of the Deductible, they may seek reimbursement against the Owner after having paid it;
- The Owner is paid through Getaround if the Driver's account balance permits.

The reduction of responsibility offered by a Protection Plan will not apply if any of the following circumstances are present: (1) Damage or loss results from the Driver's (A) intentional, willful, wanton, or reckless conduct, (B) operation of the Vehicle under the influence of drugs or alcohol, (C) towing or pushing anything, or (D) operation of the Vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (2) Damage or loss occurs while the Vehicle is (A) used for comf (B) used in connection with conduct that could be properly charged as a felony, (C) involved in a speed test or contest or in driver training activity, (D) operated by a person other than the Driver who reserved the Vehicle, or (E) operated outside the United States; (3) The Driver has provided false or fraudulent information to Getaround, and Getaround would not have facilitated the Rental for the Driver if it had instead received true information; (4) The Driver has violated any terms of these Terms; (5) The Driver fails to close and lock all windows, doors and trunk, and the Vehicle is stolen, damaged, or vandalized; (6) The Driver fails to notify Getaround immediately after an incident or loss; or (7) The Driver fails to pay any other amount due under these Terms.

FOR DRIVERS WHOSE RENTALS START IN THE STATE OF ILLINOIS, PLEASE READ THE FOLLOWING NOTICE CAREFULLY: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. THE PURCHASE OF A COLLISION DAMAGE WAIVER IS OPTIONAL AND MAY BE DECLINED. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE.

11. Payment administration and pre-authorization

11.1 Payment authorization

First of all, the Driver represents that he/she has authorized Getaround to collect any sums due to the Owner after his/her Rental (such as but not exclusively: Rental Price, security

deposit, compensation, management fees, penalties,...) in the name and on behalf of the Owner. In any case, Getaround will not play any third party payment role for problems reported by the Owner to Getaround more than a month after the end of the Rental (except for traffic tickets of which the Owner could be legitimately unaware).

Getaround uses payment service providers 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 User may owe to another under the Rental Agreement).

Any creation of an 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 Owner.

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 Users (end of the Rental, cancellation,...), Getaround issues a transfer order to Stripe so that the latter can transfer the sums due directly to the User's bank details entered in his/her Account.

Any sums paid on the Platform via PayPal are kept in a dedicated bank account. As soon as these sums are due to the Users (end of the rental, cancellation,...), a transfer is issued from this bank account to the User's bank details entered on his/her 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 Owner, if they don't provide the information or documents requested (valid proof of ID and/or proof of address of less than 3 months)

If you are a Owner, you hereby appoint Getaround as your payment collection agent solely for the limited purpose of accepting funds from a Driver on your behalf in connection with a Rental. Payment from Getaround shall be considered the same as payment made directly to you by the Driver, and you will provide the Rental to the Driver in accordance with your agreement to do so as if you received the payment directly from the Driver. Upon the Driver's payment of the funds to Getaround, the Driver's payment obligation to you for the agreed upon amount is terminated, and Getaround is instead responsible for remitting the funds to you in the manner described in these Terms. You have recourse against only Getaround if it fails to remit funds received from a Driver pursuant to the Driver's obligations to you.

11.2. Pre-authorization

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

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

The pre-authorization is made upon Booking of the Vehicle and it corresponds to an amount up to the total amount of the Deductible. The amount of the pre-authorization can be increased by Getaround in case of damage caused to a Vehicle during a previous Rental done by the Driver. Once the Rental is ended, the total amount due by the Driver (including if

any, additional fees such as late return, extra mileage, etc) is debited from the Driver's bank account. If that amount is lower than the amount of the pre-authorization, the remaining balance on the pre-authorization is released on the fifth day following the end of the Rental (in case of damage during the Rental or compensations and/or fees due by the Driver, the amount is released after 30 days).

12. Financial conditions: Owner Payout, Mileage Allowance, adjustments and penalties

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

- The amount paid to the Owner (the "Owner Payout");
- The Insurance ;
- The Roadside Assistance; and
- The service fee paid by the Driver to Getaround (the "Driver Service Fee"), as detailed below;
- The Standard Mileage Allowance as detailed below

The Rental Price depends on several factors, such as the duration of the Rental and the cost of Insurance (which depends notably on the Vehicle category).

The Owner Payout is the amount paid by the Driver to the Owner from which is deducted the Owner Service Fee (detailed below).

12.1. Mileage Allowance

Standard Mileage Allowance is 20 miles for each Rental hour, up to 200 miles in a 24-hour period.

When booking, the Driver can increase the Standard Mileage Allowance by purchasing a Mileage Package. A Mileage Package corresponds to a predetermined and fixed number of miles (its number cannot be amended, for example, a Mileage Package can be set for 20 or 50 miles). The miles included in the Mileage Package are at the price of \$0.35 per mile (of which \$0.30 is transferred to the Owner for each mile driven by the Driver). The Mileage Package proposed by Getaround varies according to the duration of the Rental.

12.3. Getaround's Service Fees

- The Driver Service Fees

A Driver Service Fee is applied to each Rental and is paid to Getaround. The amount varies notably according to the following criteria: whether the Vehicle uses the Connect Device or not, the duration of the Rental, how long the Rental was booked in advance, whether the Rental has been extended or not (considering that extension fees will apply in case of Rental extension and late return), the Reference Owner Payout. The Drivers can obtain the precise amount of the Driver Service Fees by clicking on the information box next to the Rental Price before booking the concerned Rental.

- the Owner Service Fees

A standard Owner Service Fee of 40% is applied to each Rental and is deducted from the Owner Payout.

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

Getaround pays the Owner Payout including any potential adjustment and compensation after deduction of any sums due by the Owner (e.g. Connect subscription, fuel adjustment or in the event of undue or excess charges to the Driver) within 6 business days of the end of the Rental.

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

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

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

12.5. Adjustments at the end of the Rental

Adjustments at the end of the Rental can only be made via the Platform if the check-in and check-out procedure were correctly carried out in accordance with these Terms.

a) Mileage

At the end of the Connect Rentals, the mileage check is done automatically through the Connect Device. At the end of the non-Connect Rentals, the Owner and the Driver carry out the mileage check.

In case the number of miles driven exceeds the total Mileage Allowance (i.e. the sum of the Standard Mileage Allowance and the Mileage Package), the Driver will pay \$0.50/mile (of which \$0.30 is given to the Owner).

b) Fuel

At the end of the non-Connect Rentals, the Owner and the Driver carry out a fuel check. For Connect Rentals, the fuel check is done automatically through the Connect Device (except in some Connect Rentals where the Driver is informed via the App that there isn't an automatic fuel level check: in such case, the Driver must take a photo of the Vehicle's fuel level at the beginning and at the end of the Rental).

In case the fuel level at check-out is different from the one indicated during the check-in, Getaround will proceed with an adjustment either by way of extra payment taken from the Driver or reimbursement to the Driver for the extra fuel they put in the Vehicle. The price per gallon (whether extra or missing) is indicated [here](#).

If the Driver gives back the Vehicle with less fuel than when the Rental began, in addition to the price of the fuel itself, Getaround will charge the Driver with a missing fuel fee indicated in the table below.

Total amount charged to the Driver	Compensation paid to the Owner
\$2.40	\$1.44

c) Tolls

Drivers are solely responsible for paying all tolls in a timely manner and for complying with all legal obligations. For a Vehicle registered with Getaround Autotoll, when Drivers pass through a toll plaza or an electronically tolled lane, the toll will be paid by Getaround. The Drivers' primary credit card on file with Getaround's Service will be automatically be charged for the price of the toll at the rate specified for video tolling (e.g. Pay-By-Plate) along with the following toll fees:

- Drivers: Price of toll + \$2.50 Toll Fee
- Owners: Price of toll

12.6. Compensations and associated Getaround fees

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

By accepting these Terms, the Driver authorizes Getaround to charge directly on any payment method used on Getaround by the Driver all costs, compensations and penalties according to the present Terms.

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

a) Late return compensation fees

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

	Total amount charged to the Driver	Compensation paid to the Owner
Late return fee per started hour beyond the initially scheduled time	\$50, with a maximum of \$500	\$30

Getaround grants a tolerance for the first 30 minutes after the time initially agreed by the Owner and the Driver 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 Owner and the Driver 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 Owner and the Driver, the hourly late return fee will be charged to the Driver. The late return fee applies up to a maximum of \$500 (i.e. when the Vehicle has not been returned 10 hours or more from the end of the Rental period).

The late return fee is a penalty applied in addition to the price applicable to the extension of the Rental (i.e based on the Rental Price as set before the Rental started).

The Owner must report the Vehicle as stolen to the relevant authorities and must inform Getaround immediately.

The Owner has 48 hours after the Rental has ended to ask for this compensation for non-Connect Rental. For Connect Rentals, the compensation is applied automatically unless the Owner informs Getaround within 24 hours of its decision not to apply such compensation.

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

The following compensation fee (paid to the Owner) for smoking in a Vehicle is applicable as follows:

	Total amount charged to the Driver	Compensation paid to the Owner
Compensation fee for smoking in a Vehicle	\$175	\$150

Smoking in Vehicles is strictly prohibited.

Smoking in the Vehicle during the Rental will be deducted based on visual traces of smoking (ashes or butts) or the scent in the interior of the Vehicle, reported by the Owner or the following Driver. The Owner has 48 hours after the Rental has ended to ask for this compensation. If the next Driver of a Vehicle reports evidence of smoking such as strong odor, ashes, etc, the smoking fee will be charged to the offending Driver at Getaround's sole discretion.

c) Compensation fees related to Vehicle cleanliness

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

	Total amount charged to the Driver	Compensation paid to the Owner
Compensation fee in case of interior or exterior Small soiling	\$10	\$10

Compensation fee in case of interior or exterior Medium soiling	\$40	\$25
Compensation fee in case of interior Large soiling	\$100	\$75

The Owner has 48 hours after the Rental has ended to ask for this compensation and will have to provide pictures of the soiling taken within those 48 hours.

d) Management fees for driving and parking tickets

The Owner must provide the necessary documents (received driving/parking tickets or parking invoice) within 1 year after the end of the Rental directly via the form available on the concerned Rental. Getaround cannot collect the compensation fee from the Driver if such documents are provided by the Owner more than 1 year later or if the documents do not enable to identify precisely during which Rental the offense/violence was committed. In this situation, the Owner will have to dispute the offense/traffic violation or the unpaid parking invoice directly with the parking company/administration/public body/landowner and he/she will have to recover this compensation from the Driver her/himself.

Ticket without loss of points: the Owner will be responsible for resolving the ticket with the authority;

Ticket with loss of points: the Owner will be responsible for resolving the ticket with the authority, including providing the requested information to resolve it. If the Owner does not possess some document or information relating to the Driver, he/she must contact Getaround.

e) Repatriation fees

At the end of a Rental (and outside of cases of accident or breakdown of the Vehicle), the Vehicle must be brought back by the Driver within a radius of ¼ mile of the location indicated in the Rental page in the App (i.e. the location where the Driver picked up the Vehicle, unless another return location is indicated in the return instructions given by the Owner or is expressly requested by the Owner and accepted by the Driver). Otherwise, the following compensation and fees will apply, provided it is requested by the Owner through Getaround's contact page within 48 hours following the end of the Rental (n.b. distance is calculated based on air distance and not based on driving/walking route) :

Check-out distance from agreed location	Total amount charged to the Driver	Compensation paid to the Owner (in the absence of car towing by Getaround and if amount collected from Driver)
¼ mile to 2 miles	\$35	\$20

2 miles to 9.99 miles	\$50	\$30
10 miles to 19.99 miles	\$90	\$50
More than 20 miles	Actual tow costs (and car retrieval costs and fee, if any) + \$190	\$100

If the Vehicle is parked in a specific private parking spot for which the Owner pays a fee to park his/her Vehicle, the Vehicle must be brought back by the Driver on the exact same parking space as indicated in the Rental page in the App, unless if the Driver 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, ...) or unless another location is indicated in the return instructions given by the Owner or is expressly requested by the Owner and accepted by the Driver. Otherwise, the following compensation and fees will apply, provided it is requested by the Owner through Getaround's contact page within 48 hours following the end of the Rental (n.b. distance is calculated based on air distance and not based on driving/walking route):

Checkout distance from the private parking spot	Total amount charged to the Driver	Compensation paid to the Owner (in the absence of car towing by Getaround and if amount collected from Driver)
Parked in the proper parking lot but not on the exact parking space	\$35	\$20
Outside the parking to 1.99 miles	\$50	\$30
2 miles to 9.99 miles	\$50	\$30
10 miles to 19.99 miles	\$90	\$50
More than 20 miles	Actual tow costs (and car retrieval costs and fee, if any) + \$190	\$100

f) Management fees for damages

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

- In the event of a claim filed by the Owner against Getaround regarding a damage caused to the Vehicle (which the Driver believes is not justified), the Driver may be liable for a claims management fee to Getaround.
- For any breakdown following normal use of the Vehicle by the Driver, the Owner will be charged with the Tow fee and car Retrieval fee (if any).
The Tow fee and car Retrieval fees are applied against the Driver if they are held responsible for the breakdown
- In case of Pilot Error (such as wrong fuel, empty tank), the Driver will be liable for a Pilot Error management fee to Getaround.
- If a Driver loses or damages a Vehicle key during or after a Rental, the Driver is solely responsible for the costs of replacing the lost or damaged key: this includes key replacement, servicing, programming, and any/all other associated costs (to include an additional Key Fee). If the Owner or the next Driver declares that the key is missing or broken and the Vehicle has not been used between this declaration and the Rental of the last Driver, the last Driver will be held liable for the lost/stolen/broken keys and will have to pay the full value of the repair, unless he/she can prove that he/she is not responsible.

	Amount charged to the Driver
Damage fee	\$120 (of which \$25 is transferred to the Owner) Damage fee is reduced to \$25 if the value of the damage is below \$100
Undeclared third party damage management fee	\$100
Pilot error management fee	\$200
Key fee	Cost of key replacement + \$100

g) Unreported claim management fee

Getaround will charge an Unreported Claim Management fee of \$100 to any Driver who does not self-report any damage for which he/she may be held liable during the check-out procedure at the end of a Connect Rental.

h) Tow fees

If Drivers violate these Terms which causes the Vehicle to be towed, Drivers are solely liable for any and all tow and impounding fees that are incurred during and subsequent to the Rental, and all fees resulting from such violations per Getaround policy.

The Driver is charged with the total amount of tow and impounding costs.

i) Car retrieval fees

If additional vendor assistance is required to retrieve a Vehicle from an impound facility, the responsible Driver is liable for the actual car retrieval costs incurred by Getaround. An additional Retrieval Fee of \$25 may also be charged at Getaround's sole discretion.

j) Electricity charge fee

Drivers reserving electric Vehicles must return their Vehicles with at least 70% energy level as reported on the Vehicle's energy gauge. Drivers bear all costs of electricity to charge the Vehicle. Drivers who return an electric Vehicle with less than 70% energy will be assessed a flat fee of \$25.00. Drivers must take a valid photo (with accompanying metadata) as a part of the check-in and check-out inspection process that shows the energy levels of the electric Vehicle at the start and end of their Rentals. Failure to do so will result in Drivers being charged the \$25.00 fee. Drivers reserving electric Vehicles are also responsible for any Tesla Supercharger and Idle fees incurred during their Rental.

l) Non-compliance fee

When Getaround intervenes in any event due to violations of our Terms of Service or other actions taken by a Member, Non-compliance fees may be charged at Getaround's sole discretion to cover administration and other costs incurred to resolve the issue. Non-compliance fees range from \$25.00 to \$500.00.

m) Unauthorized driver penalty

If a Driver allows an unauthorized driver to operate a Vehicle during any Rental, the Driver will be charged an Unauthorized driver penalty of \$500.00 at Getaround's sole discretion. Payment of the Unauthorized driver penalty does not imply Getaround membership or insurance coverage for the unauthorized driver. The Unauthorized driver penalty is separate from any other fees, fines, charges, or other legal remedies Getaround may have.

n) Collections

In addition to the amount due, delinquent Accounts and/or chargebacks will be charged with fees and/or charges that are incidental to the collection of delinquent Accounts and/or chargebacks including, but not limited to collection fees and/or convenience fees and/or other third parties charges. If we need to contact you to service your account or to collect amounts you owe, you authorize us and our subcontractors, including debt collection agencies, to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. You consent to be contacted in any way, such as calling, texting, emailing, sending mobile application push notifications, or using any other method of communication permitted by law and to contact you on a mobile, wireless, or similar device, even if you are charged for it. You consent to be contacted using an automated dialer or prerecorded messages. You certify that any email address you provide is a personal email address and not a work email address. If you change your email address, phone number, home address, it is your obligation to update us.

13. Parking conditions for Owners

Pursuant to these Parking conditions, Owners shall ensure that, at all times except during a Rental, their Vehicles are parked in compliance with all parking rules, regulations, and ordinances applicable to the location where such cars are parked, regardless of whether such rules, regulations, and ordinances are imposed by a governmental entity or a private

business. Owners shall procure and maintain all permits applicable to their use and occupancy of the parking locations described herein. Valid parking permits are required for all Owners who do not have reserved parking spots and who intend to street park their Vehicles in an area that requires permits for such parking.

13.1 Parking Eligibility

Owners and/or their Vehicles must meet all of the following minimum requirements to be eligible (and remain eligible) for parking arranged by Getaround:

- Vehicles must satisfy the standard Vehicle Eligibility Requirements in Article 3.2 above
- Vehicles must be available for reservation on Getaround at least 75% of the time for each calendar month, as determined by dividing the number of hours the Vehicle is listed on the Platform by the number of hours the Vehicle is available for Rentals
- Vehicles must be available for reservation on Getaround at least 75% of all weekend days (Saturday and Sunday)
- If a Vehicle is rendered inoperable during a month for more than 24 consecutive hours in connection with a Rental, the Vehicle's availability for reservation on Getaround will be adjusted based on the number of full days such Vehicle was available for Rental on Getaround during that month.
- Vehicles must be enrolled in predictive pricing
- Vehicles must have a minimum trip duration of 1 hour or less
- Vehicles must have passed (and continues to satisfy) Getaround's safety inspection at on-boarding, and remains in reservable condition with no fluid leaks
- Owners must have a valid credit card on file
- Owners authorize Getaround to deduct earnings in the event their credit cards cannot be charged

Certain parking arranged by Getaround is accompanied by additional eligibility and maintenance requirements. Please see the Public Car Share Program below for further details. Vehicles may need to be temporarily vacated from a parking location because of external factors such as road closures, construction, resurfacing, or any other temporary "no parking" situations. Owners must use best efforts to immediately vacate the parking location upon notice from Getaround.

13.2 Public Car Share Program

Getaround has established programs (collectively, the "Public Car Share Program") to provide car share services that have additional requirements. The Public Car Share Program requires the Vehicles to dedicated to carsharing and must: 1) be less than seventy-two (72) inches in height; 2) emit low levels of emissions for the applicable vehicle class; 3) be reserved or available for reservation on Getaround at all times while such car(s) occupies the parking location; and 4) must have Getaround logo decals on the rear of both the driver and passenger sides, and a Getaround URL decal at rear of the car prominently displayed at all times. Owners with Vehicles that are parked at Public Car Share Program locations consent to Getaround's and or its contractors' ability to monitor, relocate, and make routine adjustments to the Vehicle while parked at such locations, without such Owner's prior approval.

13.3 Parking Maintenance

Owners accept the parking space(s) in “as is” condition without representation or warranty from Getaround. Owners shall not make requests of, or interact with, employee(s) at the parking location(s) that adversely impact the business or operation of the parking location(s) or Getaround's business relationship with such location. In addition, Owners shall, at their sole cost and expense, keep their Vehicle(s) clean and in good operating condition and repair while such Vehicle(s) occupies the parking location.

Owners shall be responsible for maintaining the parking space and twenty feet radius around the space. Owners shall maintain this area in such a manner that it shall remain free of debris, trash, glass, garbage, snow, ice, or other obstacles. Owners shall maintain the parking space as needed and as determined by Getaround.

Owners shall permit only one Vehicle to be parked in each assigned parking space. Owners shall not misuse, damage or deface the parking location, nor permit any objectionable noises or odors to escape or be emitted therefrom, nor do or permit anything to be done at the parking location in any way tending to create a nuisance or disturbance, or to injure the business reputation of Getaround or the parking location in connection with their use and occupancy of such location. Owners shall not make any changes, alterations, additions or improvements to the parking location, or install any equipment or signage, without Getaround's prior written consent in each instance.

Owners agree to abide by all rules and regulations now or hereinafter in effect pertaining to use of the parking location, and agree to reimburse Getaround and the parking location for any expenses incurred as a result of any violation thereof, including without limitation, towing expenses for any Vehicles parked by Owners that obstruct other vehicles at the parking location or interfere with general ingress/egress to the location.

If any lien or claim of lien is filed against the parking location or Getaround in connection with Owners' use of the parking location, Owners shall, at their sole cost and expense, promptly pay and discharge such lien, and cause the lien record of the lien to be released. Upon termination of Owners' relationships with Getaround, or vacancy of the parking location (whichever occurs earlier), Owners shall, at their sole cost and expense, promptly remove any vehicles, equipment or signage, as applicable, restore the parking location to the condition that existed immediately prior to their occupancy of the space, reasonable wear and tear excepted.

13.4 Cancellation & Assignment

When cancelling their parking, Owners must provide Getaround with at least thirty (30) days' notice prior to the beginning of the month for which such cancellation is requested; otherwise, Owners will be charged for the full parking amount, regardless of whether or not such Owners continue using the space or the services offered by Getaround this period. When transferring their parking, Owners must provide at least five (5) business days notice prior to the transfer. Certain locations may have unique cancellation or space transferral requirements. Getaround will use best efforts to inform Owners of any such unique requirements prior to Owners agreeing to occupy the location in question. Owners must use this cancel & transfer parking form: get.co/cancel-parking. Any other notice of cancellation will not be recognized including but not limited to email or phone call to Getaround support or staff. If applicable, Owners who are in the process of removing any of their Vehicles from Getaround are not eligible for parking incentives.

Upon vacating a parking space, Owners must return any access devices to the parking location management, or the Owner will be charged a \$50 replacement fee. In the event a

Driver fails to return the parking access device to the vehicle after their trip, the Driver will be charged a \$50 replacement fee. The Owners will be responsible for picking up the replacement access device from parking location management. In the event the Owner has to pay the replacement fee, Getaround will issue an earning adjustment for the amount after the Owners provides a picture of the receipt.

Getaround may immediately revoke a Owner's parking privileges any time and for any reason, without prior notice. In the event a Owner's parking access is revoked by Getaround and such Owner is no longer using the space, the Owner will only be charged a prorated amount based on the number of days of parking usage for that month, and such Owner will not owe any future payments to Getaround. In the event that an Owner's parking privileges are revoked, but the Owner does not vacate the parking location, the Owner's Vehicle may be towed at the Owner's expense.

Parking locations or spaces are assigned to a unique car and cannot be transferred to (or reassigned by) Owners (including other car(s) owned or managed by the same Owners,) without Getaround's prior written consent, which Getaround may grant or withhold in its sole discretion.

No waiver of any term of these Parking conditions shall be deemed a further or continuing waiver of such term or any other term, and Getaround's failure to assert any right or provision under these Parking conditions shall not constitute a waiver of such right or provision.

13.5 Liability Waiver

Owners park in self-park locations (each, a "Location") at such Owner's sole risk, and such Owners accept the Location in "as-is" condition. Only a license to park a Owner's vehicle is granted in connection with parking at the Location, and no bailment is created and no property interest is conveyed. The Owner shall be solely responsible for locking the Vehicle and retaining the keys. Neither Getaround, nor the Location's owner or manager, is responsible for fire, theft, vandalism, damage or loss of vehicles or component parts or personal property therein.

If the Location is a full-valet or valet-assist Location, Owners and Drivers shall be responsible for removing any valuables or personal property before providing Vehicle keys to Location attendants. Any claimed damage or loss must be reported and itemized by Owners to Location attendants prior to leaving the Location after such Owner's Vehicle has been valet parked. Neither Getaround, nor the Location owner or manager, is responsible for personal property left in the Vehicle, damage caused by fire or defective Vehicles, or loss of vehicle use or other special or consequential damages.

13.6 Fees

A Location Management Service Fee includes managing the parking location or space, in addition to (and separate from) the cost of parking. A Location Management Service Fee may arise from (but is not limited to) the following situations: reserved parking signage and materials, installation of signage, and location optimization efforts. Additional fees may also be charged to cover administration and processing, in each case at Getaround's sole discretion.

Prices for the cost of parking are subject to change upon thirty (30) days' notice to Owners.

14. Geolocation and dashcams

14.1. Geolocation with the Connect Device

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

Getaround is also entitled to geolocate the Vehicle during a Rental if an issue appears preventing the successful completion of the Rental (e.g. Connect Device malfunction, difficulties opening/closing the Vehicle) and to enable Roadside Assistance to locate the Vehicle.

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

The Owner undertakes not to use the Connect Device to try to access, store or view the private data of a Driver of the Vehicle.

14.2. Dashcams

Owners may equip their Vehicle, or listed on the Platform a Vehicle natively equipped, with a dash camera filming the front of the Vehicle and potentially the inside of the Vehicle (hereafter the "Dashcam").

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

Records are only kept in the event of an incident and may be shared with Getaround and our Insurance by the Owners to ensure claims are processed efficiently and to protect Drivers from being liable for undue third party claims. Owners undertake to delete these records within 30 days of the end of the Rental concerned and not to disclose any of these records to third parties who are not qualified to receive them.

Owners undertake not to use the Dashcam for any purpose other than that described in this article and to identify clearly in the Listing that their Vehicle is equipped with a Dashcam by ticking the box "dashcam" in the "options & accessories" section or by indicating in the Listing description "*this Vehicle is equipped with a dash camera (a video collision and near-collision warning system)*", so that the Driver is aware of this information before the Booking. If the information is not sufficiently clear, the Vehicle will be suspended temporarily from the Platform until the Listing is amended.

Drivers 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. Drivers will be held liable for the cost of replacement of the Dashcam in case such actions, or attempted actions, take place.

15. Vehicle branding

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

Branding the Vehicle is subject to the Owner's approval but the choice of the branding devices as well as their location on the Vehicle will be made at Getaround's discretion. Also,

the presence of branding devices on the Vehicle is indicated in the Vehicle listing (and photos of the Vehicle must evidence it), therefore the Rental of the Vehicle implies acceptance by the Driver of their presence on the Vehicle.

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

In the event that the appointment for the installation or removal of the branding device is canceled by the Owner less than two (2) working days before the scheduled appointment, Getaround will charge \$100 as compensation for the cancellation of the appointment.

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

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

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

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

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

16. Taxes

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

In reference to the applicable US state and local regulations, Getaround agrees to convey a document to users on a yearly basis summarizing the gross transaction which Getaround is aware of.

It is the 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.

17. Intellectual Property

17.1 Intellectual Property Rights

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

For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

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

The Users expressly agree:

- To use the Website for the sole purpose of using the Services;
- Not to infringe any of Getaround's intellectual property rights (including its brands) whether composing the Website and/or App or not, and not to infringe any intellectual property rights held by third parties on the elements they upload to the Website and/or App;
- Not to replicate, attempt to replicate, or assist a third party in replicating the Website and/or App or any of their elements, in full or in part;
- To keep their Login private, and to make every effort to ensure that no third party can access it or illegally access all or any part of the Service in any way, shape or form;
- To immediately notify Getaround of the loss, access by a third party or disclosure of their Login;
- Not to copy, distribute, or disclose any part of the Website in any medium, including without limitation by any automated or non-automated "scraping";
- Not to use any automated system, including without limitation "robots, "spiders," "offline readers," etc., to access the Website in a manner that sends more request messages to the Getaround servers than a human can reasonably produce in the same period of time using a conventional online web browser, except that Getaround grants the operators of public search engines revocable permission to use spiders to copy materials from Getaround.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials but not caches or archives of such materials;
- Not to transmit spam, chain letters, or other unsolicited email;
- Not to attempt interference with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Website and/or App;
- Not to take any action that imposes or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;

- Not to upload invalid data, viruses, worms, or other software agents through the Website;
- Not to collect or harvest any personally identifiable information, including Login names and other credentials, from the Website;
- Not to use the Service for any commercial solicitation purposes;
- Not to impersonate another person or otherwise misrepresent your affiliation with a person or entity, conducting fraud, or hiding or attempting to hide your identity;
- Not to interference with the proper working of the Website;
- Not to access any content on the Website through any technology or means other than those provided or authorized by the Getaround;
- Not to bypass the measures we may use to prevent or restrict access to the Website, including, without limitation, features that prevent or restrict the use or copying of any content, or enforce limitations on use of the Website or the content therein.

While using the Services, you may receive information disclosed by us that would, under the circumstances of such disclosure, appear to a reasonable person to be confidential or proprietary ("Confidential Information"). You may not use any of our Confidential Information for your own use or for any purpose other than to carry out discussions concerning, and the undertaking of, your use of and participation in the Service (the "Relationship"). You shall not disclose or permit disclosure of any Confidential Information to third parties or to your employees (if any), other than your directors, officers, employees, and consultants who are required to have the information in order to carry out the discussions regarding the Relationship. You shall take reasonable measures to protect the secrecy of and avoid disclosure or use of our Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include the degree of care that you use to protect your own confidential information of a similar nature. You shall immediately notify us of any misuse, misappropriation or unauthorized disclosure of our Confidential Information that may come to Recipient's attention.

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

17.2 User Content

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

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

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

Users agree not to post User Content, or take any actions on or through the Services, that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (viii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity and privacy. Getaround reserves the right, but is not obligated, to reject and/or remove any User Content that Getaround believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright Office, the Writer's Guild of America, or any other rights organization.

Getaround takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts or sends over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service is solely your responsibility. Getaround is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, objectionable, or inappropriate for children, and you agree that Getaround shall not be liable for any damages you allege to incur as a result of such User Content.

17.3 End User Licenses

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services for your personal, noncommercial use only. Getaround reserves all rights not expressly granted herein in the Services and the Getaround Content (as defined below). Getaround may terminate this license at any time for any reason or no reason.

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents,

trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "Getaround Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Getaround and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any materials or content accessible on the Service. Use of the Getaround Content or materials on the Services for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited, and without restriction and will not place Getaround under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Getaround does not waive any rights to use similar or related ideas previously known to Getaround, or developed by its employees, or obtained from sources other than you.

To use the App you must have a mobile device that is compatible with the Services. Getaround does not warrant that the App and/or Services will be compatible with your mobile device.

Getaround hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for one Account on one mobile device owned or leased solely by you, for your personal use.

You may not: (i) modify, disassemble, decompile, or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App.

You acknowledge that Getaround may from time to time issue upgraded versions of the App and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and your continued use of the App or Services constitutes your agreement to the terms and conditions of this Agreement will apply to all such upgrades.

Any third-party code that may be incorporated in the App is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code.

The foregoing license grant is not a sale of the App or any copy thereof, and Getaround or its third party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in this Agreement, is void. Getaround reserves all rights not expressly granted under this Agreement.

The Getaround Software originates in the United States and is subject to United States export laws and regulations. The Getaround Software may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Getaround Software may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Getaround Software and the Getaround Service.

The following applies to any Getaround Software you acquire from the iTunes Store ("iTunes-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and Getaround, not Apple, and that Apple has no responsibility for the iTunes-Sourced Software or content thereof. Your use of the iTunes-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iTunes-Sourced Software. In the event of any failure of the iTunes-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the iTunes-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iTunes-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Getaround as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the iTunes-Sourced Software or your possession and/or use of the iTunes-Sourced Software, including but not limited to: (i) product liability claims; (ii) any claim that the iTunes-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Getaround as provider of the software. You acknowledge that, in the event of any third party claim that the iTunes-Sourced Software or your possession and use of that iTunes-Sourced Software infringes that third party's intellectual property rights, Getaround, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Getaround acknowledge and agree that Apple, and Apples subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the iTunes-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the iTunes-Sourced Software against you as a third party beneficiary thereof.

The following applies to any Mobile Software you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and Getaround only and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Getaround, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or this Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to this Agreement as it relates to Getaround's Google-Sourced Software.

17.4 DMCA Notice

Since we respect artist and content owner rights, it is Getaround's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify Getaround's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

An electronic or physical signature of a person authorized to act on behalf of the copyright owner;

Identification of the copyrighted work that you claim has been infringed;

Identification of the material that is claimed to be infringing and where it is located on the Service;

Information reasonably sufficient to permit Getaround to contact you, such as your address, telephone number, and, e-mail address;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and

A statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice Getaround, Inc.

Address: 55 Green Street San Francisco, CA 94111, USA

Email: copyright@getaround.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES.

Please note that this procedure is exclusively for notifying Getaround and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Getaround's rights and obligations under the DMCA, including 17 U.S.C. 512(c) but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Getaround has adopted a policy of terminating, in appropriate circumstances and at Getaround's sole discretion, members who are deemed to be repeat infringers. Getaround may also at its sole discretion limit access to the Service and/or terminate the Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

18. Liability

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

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

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

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

IF YOU CHOOSE TO USE THE SERVICES AND/OR PARTICIPATE IN A RESERVATION, YOU DO SO AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT GETAROUND MAY NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ANY USER, INCLUDING BUT NOT LIMITED TO DriverS AND OwnerS. THE SERVICES AND ANY CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GETAROUND OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, GETAROUND, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE GETAROUND CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SERVICE OR ANY RESERVATION WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT RESULTS FROM YOUR USE OF THE SERVICE.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE INCLUDING BUT NOT LIMITED TO GUESTS OR HOSTS. YOU UNDERSTAND THAT GETAROUND DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE AND GETAROUND IS NOT RESPONSIBLE FOR THE ACTION OF USERS OF THE SERVICE.

GETAROUND DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE GETAROUND SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND GETAROUND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

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

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

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

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

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

Moreover, Getaround cannot be held liable for a User's non-compliance with local regulations such as rules relating to tourism and car Rental

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

By using the Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to the particular User or third party that causes you harm, and you agree not to attempt to impose liability on or seek any legal remedy from Getaround with respect to such actions or omissions. If you have a dispute with one or more Users, you release us (and our officers, directors, agents, subsidiaries, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes or your use of the Service. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You agree to defend, indemnify, and hold harmless Getaround and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including, without limitation, your breach of any of the representations and warranties contained herein; (iii) your violation of any third-party right, including, without limitation, any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule, or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your Account; or (vi) any other party's access and use of the Service with your unique username, password, or other appropriate security code.

If a claim is brought against us that is subject to indemnification by you, we will notify you in writing of such claim, allow you to defend or settle the claim with legal counsel reasonably acceptable to us, and provide you with reasonable cooperation (at your expense) in your defense or settlement of the claim. We will have the right, at our option and expense, to

participate in the defense or settlement of any claim, either directly or through counsel of our choosing. You will not have the right to settle any claim without our prior written consent, which consent will not be unreasonably withheld.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GETAROUND, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE, INCLUDING WITHOUT LIMITATION ANY RESERVATION. UNDER NO CIRCUMSTANCES WILL GETAROUND BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GETAROUND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS, AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL GETAROUND, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE GREATER OF EITHER (a) THE AMOUNTS PAID BY GETAROUND TO YOU IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR (b) ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GETAROUND AND YOU.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF GETAROUND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

The Service is controlled and operated from its facilities in the United States. Getaround makes no representations that the Service is appropriate for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

19. Availability of the Website and Services

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

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

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

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

20. Personal data

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

21. Exclusion of a User from the Services

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

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

Any violation of any of the provisions of the Terms, as well as any fraud or attempted fraud (eg identity theft, bank card misappropriation, arrears, vehicle theft, repeated or deliberate accidents or damages, etc.) and/or bad behaviour (such as harassment, threatening or

offensive remarks against Getaround and/or its employees) might lead to the registration of the fraudulent User on our exclusion list by dedicated Getaround teams without prejudice to Getaround's right to take all necessary legal actions against such User. Users registered on the exclusion list will no longer be able to rent a Vehicle or post a Rental Listing on the Website/App. The conditions relating to the processing of personal data on the exclusion list are set out in our Privacy Policy.

You may terminate your participation in the Services at any time, for any reason, upon receipt by us of your written or email notice of termination. We may terminate your participation in the Services at any time, for any reason or no reason, without explanation. We maintain sole discretion to bar your use of the Services in the future, for any reason that we determine or for no reason. This Agreement will remain in effect after your participation in the Services terminates.

22. Modification of the Terms

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

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

The Terms applicable to each Rental booked with the Platform are those accessible online at the time of acceptance of the Rental by the Owner.

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

23. Miscellaneous

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

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Getaround without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

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;
- For the User, at the address provided upon registration.

You and Getaround agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

The Services are offered by Getaround, Inc., located at 55 Green Street San Francisco, CA 94111, and can be reached at <http://help.getaround.com/hc/en-us/requests/new>. If you are a California resident, (a) you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information; and (b) in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

24. Governing Law

You agree that: (i) the Services shall be deemed solely based in California; and (ii) the Services shall be deemed passive that do not give rise to personal jurisdiction over Getaround, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of a state court located in the City and County of San Francisco, California or the United States District Court for the Northern District of California, for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that the City and County of San Francisco, California is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

25. Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM GETAROUND.

For any dispute with Getaround, you agree to first contact us and attempt to resolve the dispute with us informally. In the unlikely event that Getaround has not been able to resolve a dispute it has with you after attempting to do so informally, we each agree to resolve any claim, dispute, or controversy (excluding any Getaround claims for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration. Claims with disputed amounts of up to (and including) \$25,000 shall be arbitrated by FairClaims, Inc. ("FairClaims") under the Rules & Procedures then in effect for FairClaims, except as provided herein. Claims with disputed amounts of greater than \$25,000 shall be arbitrated by

the American Arbitration Association ("AAA") in the City and County of San Francisco, California under the commercial rules then in effect for the AAA, except as provided herein.

If you initiate a Claim against Getaround, you agree to pay half of any filing fee(s) applicable to such Claim. If Getaround initiates a claim against you, Getaround shall pay all of the filing fee(s) applicable to such Claim. The filing fee(s) applicable to any Claim shall be paid in full prior to the scheduling of the hearing for such Claim. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Getaround from seeking injunctive or other equitable relief from the courts as necessary to protect any of Getaround's proprietary interests.

26. Class Action/Jury Trial Waiver

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND GETAROUND ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.