

## Terms and Conditions of use and service

### Legal information:

In accordance with the provisions of Article 6 III 1 ° of French Law No. 2004-575 of 21 June 2004, we inform you that:

- the present website is published by Getaround, a simplified joint-stock company with a capital of 1,231,662.50 euros, registered with the Paris Trade and Companies Register under number B 522 816 651, having its registered office at 35 rue Greneta, 75002 Paris (France) (hereinafter "Getaround");a
- the director of the publication of the website is Eduardo Iniguez acting as President;
- the hosting company is Amazon Web Services, Inc - P.O. Box 81226 - Seattle, WA 98108-1226 - USA;
- this website was developed by Getaround.

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**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 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 Car Owners and the Renters. 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.

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## 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 Renter through the Website or the App ;

« **Car Owner** » refers to a legal or natural person wishing to rent out a Vehicle without a driver to a Renter via the Website or the App ;

« **Connect Device** » refers to the telematic device that Getaround can install in certain 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...);

« **Excess** » refers to the agreed amount of money the Renter will pay in case of damage caused to the Vehicle. It is also often called « deductible ». The Renter can pay a given sum to reduce the Excess amount ;

« **Getaround** », « **we** », « **us** » or « **our** » refers to Getaround SAS, a simplified public corporation with a capital of 1,231,662.50 euros whose registered office is located at 35 Rue Greneta, 75002 Paris, France, listed with the Paris Trade and Companies Registry under number 522 816 651 ;

« **Insurance** » refers to the insurance covering the Rental of Vehicles between Car Owners and Renters. ;

« **Listing** » or « **List** » refers to the Car 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, whether completed through the App or on a paper form generated when the Rental is confirmed (paid by the Renter);

« **Renter** » refers to a legal or natural person wishing to rent and be the main driver of a Vehicle for a short period;

« **Roadside Assistance** » refers to services to assist the Renter 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 Car Owner or a Renter, who has accepted the Terms and is registered on the Website or the App, to benefit from the Services;

« **Vehicle** » refers to a 4-wheel motor vehicle weighing less than 3.5 T, accommodating a maximum of 9 people, and rented via the Platform. Motor homes are not accepted ;

« **Website** » refers to the websites enabling to access the Services, namely uk.getaround.com, fr.getaround.com, de.getaround.com, es.getaround.com, be.getaround.com, at.getaround.com or no.getaround.com;

Unless the contexts 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 their Login to any third party, whether as a paid use or for free, Getaround will apply a penalty of €500/£500/5000 kr, 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 fulfil the following conditions. Both Car Owner and Renter 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 Car Owners**

- Must be at least 18 years old;
- Must be registered on the Website under their true identity and provide their true home address;
- Must provide a telephone number where they can be reached (prepaid SIM cards are not allowed);
- If the Car Owner is registered on the Platform as a private individual (“Private Car Owner”), they may not use the Service for professional or commercial purposes (In the UK, a private individual cannot list more than 2 Vehicles, and not more than 1 Vehicle in Austria,);
- If the Car Owner is registered on the Platform as a professional (because listed on a Trade and Company register as a vehicle rental company, hereafter “Professional Car Owner”), they must fill in all the information relating to their business on the Website or the App (company name, national/organization number<sup>1</sup>, address, phone, etc.);
- Must have had no personal bankruptcy and no unsatisfied CCJs in the UK;
- Must not have 3 or more claims (fault or non-fault) in the last year in the UK
- May not create several Getaround profiles or more than one Listing for the same Vehicle on the Website/App;
- May only offer Vehicles for rent that they own and will continue to own during the entire Rental period, except if they have a written authorisation from the owner of the Vehicle (in the UK this exception doesn’t apply). Car Owners who rent out a Vehicle that they have through a leasing agreement shall make sure they are authorized by their leasing company to rent out the Vehicle, and Getaround will consider them as being the owner of such Vehicle;
- 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 in the country of registration (such as a snow scraper, summer and winter wheels and studded tyres in Norway, Sweden and Finland). All of the Vehicle’s equipment must, to the best of the Car Owner’s knowledge, be in good working order, including tyres, brakes, headlights, other lights, steering, and seat belts, with any tolling device removed when the car is rented on Getaround (except in Norway where the tolling device shouldn’t be removed). In the UK, in addition to the conditions above, Vehicles cannot have not been modified, unless for disabilities;
- May only rent out Vehicles that are up-to-date with their technical inspection<sup>2</sup>; If a Vehicle is awaiting a follow-up inspection, the Getaround Service will not consider it to be up-to-date with its technical inspection, and it cannot be rented out via Getaround, even if it may be driven legally;
- May only 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 annual insurance coverage in the country where the Vehicle is rented, with at least third-party insurance (see Article 9 below for more details);
- May only rent out Vehicles for which the Car Owner possesses at least two sets of door and ignition keys;

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

<sup>2</sup> *Contrôle technique* in France, *Contrôle technique* or *Autokeuring* in Belgium, *MOT* in the UK, *Hauptuntersuchung* in Germany, *§57a-Begutachtung* in Austria, *Inspección Técnica de Vehículos* in Spain, *“EU-kontroll”* in Norway

- Must provide true, accurate, complete and current information in their Listing;
- Must remain polite and respectful towards Getaround and other Users;
- Must provide all of the supporting documents required by Getaround upon the latter's request, and must regularly update their information and the Vehicle's information (including the regular verification with a detailed description and photos of existing damages on the Vehicle, as requested by Getaround).

***b) Conditions applicable to the Renters***

- For all categories of Vehicles, must not be more than 75 years old in the UK;
- Must be registered on the Website under their true identity and provide their true home address;
- Must provide a telephone number where they can be reached (prepaid SIM cards are not allowed);
- May not create multiple Account profiles on the Website;
- If the Renter is registered on the Platform on behalf of their company, they must provide all required information relating to their business (including notably company name, national/organization number<sup>3</sup>, address, phone number);
- In all countries except in France, the Renter must meet the minimum age requirements to be able to rent a Vehicle on the Platform as defined below:
  - "Eco" category Vehicles : Renter must be at least 20 years old in Norway and at least 21 years old in other countries
  - "Comfort" category Vehicles: Renter must be at least 20 years old in Norway, 26 years old in the UK and 25 years old in other countries;
  - "Premium" category: the Renter must be at least 30 years old in Norway, 26 years old in the UK and 28 years old in other countries.
- Must hold a driving license that is valid in the country where the Vehicle is rented, and have held it for at least the following number of uninterrupted years (considering that in case of discrepancy, these rules prevail over the minimum age mentioned above) and must not have had their driving license revoked within the past two years:
  - "Eco category: Renter must have more than 2 years of driving history in all countries (except in Norway)
  - "Comfort" category: Renter must have more than 5 years of driving history in France (2 years in other countries)
  - "Premium" category: Renter must have more than 7 years of driving history in France, 2 years in Norway and 3 years in other countries
- 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 committed any road traffic offences with a Vehicle rented through the Website, leading to more than two fines or one misdemeanour;
- Must not have been held liable for a road accident under civil or criminal law in the past two years;
- In the UK:
  - Must not have more than one "at fault" accident in the last 3 years;
  - Must have had no personal bankruptcy and no unsatisfied CCJs;
  - Must not have had their automobile insurance coverage denied and/or renewal refused and/or canceled or made void by any motor insurer;

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<sup>3</sup> NIF in Spain, SIREN in France, UID-Nummer in Germany or Austria, RPR / RPM in Belgium, National Number in the UK, organization number in Norway



- o Must not have a criminal record which is Unspent under the Rehabilitation of Offenders Act1974 (England, Scotland and Wales) or Rehabilitation of Offenders (Northern Ireland) Order 1978;
- o Must not have more than 2 minor convictions in the past 4 years;
- o Must not have more than 6 penalty points in the past 4 years;
- o Must not be engaged in any of the following occupations: Professional sportsman/sportswoman & entertainment or theatrical profession;
- 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 as long as they are above 26 years (for all countries except in France), meet the same conditions as the Renter (i.e. main driver) and will be subject to the same verification as the Renter with the exception of Dun & Bradstreet credit check. Anyone not meeting these requirements will not be covered under the Insurance.
- If Renter has a foreign driving license, provide the additional documents listed in the Help Center at <https://uk.getaround.com/help/articles/c42d8e084678#drivers>.
- For Rentals of Vehicles equipped with the Connect Device, and all Rentals in Norway, must:
  - o have a Smartphone with a data connection;
  - o in the UK, also provide personal details to check license history with the DVLA (National Insurance Number, postcode, license number).
- Must not be found personally responsible (i.e. the damage is caused by the Renter themselves) of 2 accidents or more during the last 12 months;
- Must remain polite and respectful towards Getaround and other Users.

### 3. Vehicle Listings

#### 3.1 General rules

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

The Car Owner can add specific rules and conditions for the Rental of their Vehicle(s), provided:

- they concern
  - o the minimum age;
  - o the number of years the Renter has had their license (except in France);
  - o the prevention of smoking in the Vehicle;
  - o use it to carry animals;
  - o the maximum duration for the Rental;the delivery of the non-Connect Vehicle by the Car Owner to a specific location (e.g. airport, train station,..). In that case, the Car Owner must indicate in the Listing the exact address and the price charged for such delivery, if any.
  - o conditions indicated in the Terms, the Car Owners can reiterate them in their Listing.
- they do not consist in an unjustified discrimination or a condition contrary to an applicable law or to the present Terms.

Renters 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.

Car 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 Car Owner and a third party, any breach of the Car Owner's obligations to third parties, or any violations of applicable laws, rules and regulations.

Getaround reserves the right to refuse, exclude temporarily or permanently any Vehicle that does not comply with the Terms. Getaround reserves the right to deactivate the Listing of a long-term inactive Vehicle, i.e. the Owner hasn't logged on to the Platform for an extended period of time and/or an excessive number of Rental requests weren't accepted by the Owner.

In addition, non-Connect Vehicles (including antique Vehicles) who reach a mileage of 250 000 kilometers (150 000 miles in the UK), and/or are 16 years old according to the registration card for France, Spain, Germany, Austria, Norway and Belgium (12 years for the UK), will be excluded from the Platform.

Car Owners must specify in the Listing of their electric Vehicle equipped with a Connect Device whether or not it will be parked on a parking spot with a charging point specifically dedicated to that Vehicle. In case the electric Vehicle has a dedicated charging point, the Car Owner must also give clear instructions, in their return instruction, on how to charge the Vehicle at the end of the Rental and how the Renter can know the Vehicle is correctly charging (e.g. when the light turns green,...). In the event that the Vehicle has a dedicated charging point but it has not been specified by the Car Owner in the Listing and/or the Car Owner has not clarified the charging instructions, the Renter will not be liable if they don't charge the Vehicle at the end of the Rental and the Car Owner shall not receive the compensation mentioned in Article 6.4. If the Car Owner has left a badge/token in the Vehicle to be used by the Renter during the Rental to charge the Vehicle, the Car Owner must specify the number of such badge/token in their instruction. Failing to do so, the compensation mentioned in Article 12.5.b) won't be due.

If the Car Owner is responsible for the poor condition of the Vehicle (e.g. Vehicle malfunction) affecting the normal use of the Vehicle, and/or for the absence of a feature that is mandatory (e.g. seatbelts) or that is announced in the Listing and this absence is significantly affecting the use of the Vehicle for the Renter (e.g. baby seats), the Renter will receive a reimbursement of the Rental Price proportional to the severity of the Vehicle condition and/or to the impact of the missing feature. The reimbursement granted to the Renter will be taken from the Car Owner Payout.

### **3.2 Instant Booking**

The Car Owner can specify in its Listing that the Vehicle benefits from the Instant Booking reservation system (except for Vehicles equipped with a Connect Device, for which Instant Booking will be automatically activated, and except for Car Owners who only have one Vehicle for which Instant Booking is not available). It enables the Renters to obtain immediate acceptance of their Rental request for a Vehicle without waiting for the Car Owner

to consult the request and expressly accept it. Besides this specificity, the Car Owner remains bound by all obligations set in these Terms.

### **3.3 Eligibility conditions applicable to the Vehicles**

To be listed on the Website/App, Vehicles must comply with all of the following conditions:

- weigh less than 3.5T;
- have a size/volume up to 13m<sup>3</sup> (except in the UK);
- be left-hand wheeled (outside of the UK);
- for Vehicles equipped with the Connect Device at the creation of the Listing:
  - utility Vehicles (in all countries except in the UK): have a mileage of less than 200 000 kilometers and be strictly less than 12 years old;
  - Vehicles other than utility in all countries: have a mileage of less than 150.000km (90.000 miles in the UK) and be strictly less than 12 years old (10 years old in the UK)
- for non-Connect Vehicles at the creation of the Listing:
  - have a mileage of less than 200 000 kilometers (130 000 miles in the UK); and
  - be strictly less than 15 years old according to the registration card for France, Spain, Germany, Austria, Norway and Belgium (strictly less than 12 years for the UK);
- have 4 wheels (two- or three-wheeled Vehicles are not allowed);
- be able to carry a maximum of 9 persons including the driver (buses are not allowed);
- be registered in the country where it is offered for rent and not be registered under a diplomatic or consular plate;
- have a current value below £40,000 in the UK / below €50,000 in other countries (except in Norway where no restriction is applied);
- have a final/permanent registration certificate (a provisional registration certificate does not allow to rent out the Vehicle on the Platform);
- be a passenger Vehicle (in France, the mention VP or CTTE must be on the registration card) or a light commercial vehicle (except in the UK);
- except in the UK, have an accident statement form in the Vehicle;
- Vehicles registered in France must have a fiscal power of less than 14 horsepowers and the total weight of their trailers must be less than 750kg;
- In France Getaround can accept antique Vehicles on the Platform provided they meet at least the following conditions:
  - The specific model is not in production anymore;
  - They are older than 30 years;
  - No significant changes have been made to them;
  - They have a mileage of less than 200.000km at the creation of the Listing.
- For Vehicles registered in the UK:
  - Be right-hand wheeled
  - Only vehicles below or equal ABI Group 36 are allowed
  - Minibuses are not allowed
  - Vehicle does not qualify, at any point, as an insurance write off under any category (A, B, C, D, N and S), meaning the cost to repair the Vehicle exceeds its remaining market value as established by an expert;
  - the Vehicle isn't under outstanding financing according to [www.hpi.co.uk](http://www.hpi.co.uk)
  - No modified Vehicles other than those adapter for disabilities are accepted

In addition, the listing of Vehicles may be rejected for legitimate reasons due to their excessive insurance risk (e.g. significant engine horsepower).

Getaround reserves the right to accept or reject a Vehicle for technical reasons (Vehicle age, mileage, value or obvious decrepit state).

In all countries, Getaround will classify the Vehicles into three categories (Economy, Comfort, Premium) depending on model and age (and horsepower as well in Norway). This classification is not definitive and is subject to change according to the same criteria. Most Vehicles belong to the Economy category, whilst the Comfort, Premium categories are reserved for high-end Vehicles. Different levels of access and Excess may apply depending on categories, which will be detailed under the description of the Vehicle during their Booking.

### **3.4 Listing ranking**

Listings are ranked via an automated algorithm with the objective that Renters find the Vehicle corresponding to their needs in an optimal way. Each ranking will be different for each search carried out given several criteria: attractiveness of the listing (estimated via the number of Rentals made by the Vehicle and the number of times the Listing has appeared in the Renter's searches), proximity of the parking address, novelty of the Listing, duration of the Rental selected by the Renter, consistency of the Vehicle Rental price with the Rental price of other Vehicles in the same area, the Car Owner's acceptance and cancellation rate and responsiveness in accepting Rentals.

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

### **3.5 Vehicle verification and Listing update**

The Car Owner must update the description of the Vehicle in the Listing if the condition of the Vehicle changes, i.e. after new damage or repairs. No claims for compensation by a Car Owner will be covered by the Insurance if the Car Owner's description is not up to date.

The Car Owner is required to inspect the Vehicle at a regular interval which will be communicated by Getaround. In these inspections, the Car Owner shall take pictures of the interior and exterior of the Vehicle, describe all damages present on the Vehicle and provide close-up photos of them via the App.

## **4. Getaround Connect Service**

Getaround offers to equip one or more of the Car Owner's Vehicles listed on the Website/App with the Connect Device.

The "Getaround Connect" Service offered by Getaround to Car Owners provides the installation of the Connect Device in the Vehicle, enabling the Car Owner to manage the check-in and check-out process of the Vehicles without having to physically meet the Renter.

The Getaround Connect Service provides the Renter:

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

There is no minimum time commitment required from the Car Owner to have a Vehicle equipped with the Connect Device. The Connect Device does not bring additional responsibilities to Getaround (notably in terms of Identity Verification as detailed in Article 5 below).

The Getaround Connect service is integrated with and inseparable from the Website/App, and is further described in the following links:

For France and French-speaking Belgium: [fr.getaround.com/connect-proprietaire](https://fr.getaround.com/connect-proprietaire)

For Germany: [de.getaround.com/connect-autobesitzer](https://de.getaround.com/connect-autobesitzer)

For Spain: [es.getaround.com/connect-propietario](https://es.getaround.com/connect-propietario)

For Flemish-speaking Belgium: [be.getaround.com/connect-eigenaar](https://be.getaround.com/connect-eigenaar)

For the UK and the English-speaking international version: [uk.getaround.com/connect-owner](https://uk.getaround.com/connect-owner)

For Norway: [no.getaround.com/connect-bileier](https://no.getaround.com/connect-bileier)

The monthly subscription costs charged to the Car Owners to have the Connect Device equipped in their Vehicle are the following (including VAT or other applicable taxes, if any):

- For Vehicles registered in the UK: £17;
- For Vehicles registered in Germany, Spain and Austria: €19;
- For Vehicles registered in Norway: 290 kr;
- For Vehicles registered in France and Belgium: €25;

This monthly subscription cost is charged on a pro-rata basis for the days that the Connect Device is actually installed in the Vehicle.

The monthly subscription costs for the Connect Device are deducted from the Car Owner's Payout. If the Car Owner has not made any Rentals during one or several months, the subscription costs are carried over and applied to the first following month during which (a) Rental(s) is/are made. If the Car Owner Payout is less than the total subscription costs that are due by the Car Owner to Getaround, the subscription costs are deducted up to the amount of the Car Owner Payout and the remaining subscription costs due are carried over again.

To cover months during which the Car Owner might not make any Rental, the Car Owner shall provide their bank account details and sign the Direct Debit Mandate ("*Mandat de prélèvement SEPA*"), except in Norway where the subscription costs are invoiced to the Car Owner. That Mandate allows Getaround to debit the Car Owner's bank account for the monthly subscription costs of the Connect Device and any associated fees and penalties applicable that month.

#### **4.1. Eligibility to Connect Device installation**

The Car Owner may verify the eligibility of their Vehicle for the installation of the Connect Device in their Vehicle at <https://uk.getaround.com/connect-owner>, notably regarding the age, mileage and location of the Vehicle. Various information is requested in that form, including the Car Owner's telephone number to be contacted.

If the Vehicle is eligible, an appointment will be taken with the Car Owner for the installation of the Connect Device. If the Vehicle is not eligible, the Connect Device will not be installed and the Car Owner cannot require any kind of compensation in that regard.

If the eligibility of the Vehicle is uncertain, the Car Owner will be notified by email that additional information is required. If eligibility is confirmed by Getaround based on the

additional information received, an appointment will be taken with the Car Owner for the installation of the Connect Device.

If the Car Owner provides false information about the state or the characteristics of the Vehicle and the Vehicle is unfit for the Connect Device according to the criteria mentioned above, the Car Owner will be charged an appointment cancellation fee, as defined in Article 4.5.

#### **4.2. Installation of the Connect Device**

As a general commercial policy, Getaround fully waives the installation fees due for the Connect Device.

Getaround reserves the right to not waive these fees in specific cases, notably when a Car Owner requests the installation of the Connect Device in a Vehicle in which the Connect Device was uninstalled within the last six (6) months or when the Vehicle is in an area with very low Rental rates (when the Connect Installation fees are applied, the Car Owner is informed beforehand). When not waived, the installation costs of the Connect Device are the following:

	For Vehicles registered in the UK	For Vehicles registered France, Germany, Spain, Austria and Belgium	For Vehicles registered in Norway
Connect Installation fees	£150	€170	2,200 kr

The Car Owner undertakes to make their Vehicle available for a technician to install the Connect Device according to the agreed appointment, such installation taking a maximum of 4 hours. Installations are scheduled on weekdays, Monday through Friday, within the workshop's opening hours. If the installation is canceled by the Car Owner within 2 working days of the agreed-upon appointment, or if the Car Owner doesn't show up to the agreed-upon appointment (hereinafter referred to as "No Show") Getaround will charge an appointment cancellation fee as described in Article 4.5, except with legitimate reason or in case of force majeure justified by the Car Owner.

The Car Owner may be asked to leave their Vehicle at a location determined by Getaround (or Getaround's installation partner) for this installation, which the Car Owner accepts.

#### **4.3. Maintenance of the Connect Device**

Getaround may require from the Car Owner the maintenance of the Connect Device installed in the Vehicle.

In that case, Getaround's service provider will contact the Car Owner to schedule an appointment. Maintenances are scheduled on weekdays, Monday through Friday within the workshop's opening hours. If the maintenance is canceled by the Car Owner within 2 working days of the agreed-upon appointment or in case of Car Owner No Show, Getaround will charge the fees described in Article 4.5, except if the Car Owner provides evidence of legitimate cause or a case of force majeure.

#### 4.4. Removal of the Connect Device

- The Car Owner may request the removal of the Connect Device at any time.
- Removal fees of £100 / €100 / 1,500 kr will be applied in the following circumstances:
  - when a Car Owner has only one (1) active Vehicle on the Platform on the day they request the uninstallation, and the Vehicle was rented less than 5 rentals since the installation of the Connect Device;
  - when a Car Owner has more than one (1) active Vehicle on the Platform on the day they request the uninstallation, and the Connect Device was installed less than 6 months ago.

The Car Owner must send a request for removal of the Connect device through a form accessible via his Account on the App or Website. Getaround undertakes to remove the Connect Device from the Vehicle concerned within 30 days of the Car Owner's request.

- Getaround can request the removal of the Connect Device:
  - for Getaround's convenience, without any justification being due to the Car Owner.
  - whenever a Vehicle reaches a certain age or mileage:
    - For France, Germany, Spain, Austria, Norway and Belgium: 14 years old (all Vehicles) or 230.000 kilometers for utility Vehicles and 200.000 kilometers for other Vehicles
    - For the UK: 11 years old or 100,000 miles

In these cases, the removal is free of costs for the Car Owner:

- if the monthly subscription fee is not be paid by the Car Owner and the latter does not regularize the payment due within fifteen (15) days following a notice sent by Getaround (in such case, the penalties according to Article 4.5 below shall apply);
- in case of any kind of misconduct of the Car Owner and/or any kind of behavior prejudicial to Getaround and/or the Renter (in such case, the penalties according to Article 4.5 below shall apply);

The Car Owner will be contacted to schedule an appointment for the removal of the Connect Device, which shall be done within 30 days from Getaround's request. The Car Owner agrees to set up a removal appointment within 30 days from Getaround's request.

The monthly subscription will be charged each month until:

- the Connect Device is removed; or
- 30 days have passed following Getaround's request for an appointment to remove the Connect Device, without such removal being made by the Car Owner and that default being attributed to him.

In all cases:

- The Car Owner undertakes to make their Vehicle available to a technician for the removal of the Connect Device, which takes a maximum of 2 hours. Removals are scheduled on weekdays, Monday through to Friday, within the workshop's opening hours.

- The Car Owner may be asked to leave their Vehicle at a location determined by Getaround for this removal
- The Connect Owner agrees to respect the appointment with the removal technician. If the removal is canceled within 2 working days of the agreed-upon appointment or in case of Car Owner No Show, Getaround will charge the fees described in Article 4.5.
- If the Vehicle has been permanently immobilized, the Car Owner must notify Getaround and facilitate access to the Vehicle for the removal of the Connect Device.

#### 4.5. Penalties

Penalties can be applied by Getaround if the Car Owner does not respect the agreed-upon installation/removal appointment with the technician, or in case of No Show, or is in breach of its obligations regarding the use of the Connect Device:

	For Vehicles registered in the UK	For Vehicles registered France, Germany, Spain, Austria and Belgium	For Vehicles registered in Norway
Fee for late cancellation or No Show for Connect Installation/Removal	£100	€100	1,500 kr
Fee for late cancellation or No Show for Connect	£50	€50	1,500 kr
Connect Device removal fees (if the Car Owner does not pay subscription fees )	£100	€100	1,000 kr
Penalty for not returning the Connect Device and/or not enabling the removal within 30 days from request, or in case of misconduct	£400	€400	4,000 kr

#### 4.6. Ownership of the Connect Device

The Connect Device is only installed in the Vehicle as a loan, without transfer of ownership. Consequently, the Car Owner may not sell their Vehicle before the Connect Device is removed. Also, the Car Owner may not have the Connect Device removed or handled by a third party. Otherwise, Getaround will charge the penalties indicated in Article 4.5 and applicable for not returning the Connect Device.

#### 4.7. Technical responsibility

Getaround will not be held liable for the breakdown of the Vehicle linked to the Connect Device except in two cases: an immobilizer-linked breakdown or a central lock-linked breakdown.



If the Car Owner considers a breakdown to be attributable to the Connect Device, they must immediately inform Getaround of that suspicion and Getaround will organize the maintenance of the Connect Device.

If the Car Owner decides to have the Vehicle repaired before the maintenance of the Connect Device is done, they must inform Getaround beforehand, bring the Vehicle to a certified garage/workshop and eventually obtain a confirmation that the Connect Device exclusively caused the breakdown of the equipment to which it is connected.

If the garage/workshop confirms that the Connect Device has exclusively caused that breakdown, Getaround will bear the cost of the repairs.

If the Car Owner has the Vehicle repaired without first informing Getaround and obtaining a confirmation that the Connect Device exclusively caused the breakdown, no compensation shall be due.

## **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 Car 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 Car Owner when the latter has made a cumulative income of €1,000 (£1,000 in the UK and 10 000 kr in Norway) through renting out Vehicles.

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

- a valid copy of their identity documents (in all countries),
- a copy of the registration certificate of the Vehicle or Vehicles (except in Norway),
- and proof of address dated less than 3 months (in all countries).

The verification of the Car Owner' identity verification will be actioned from the day of reception of documents by Getaround. Payments to the Car Owner will be suspended until the Car Owner's identity has been verified.

### **5.2. Verification of the Renter**

Getaround is responsible for the verification of the Renters' identity for Vehicles equipped with the Connect Device, for Non Connect Vehicles of Category 3 (i.e. "Premium"), and for all Vehicles registered in the UK and in Norway. The Car Owner is solely responsible for the verification of the Renters' identity for all other Rentals.

- a) In all countries and in Norway when the Renter doesn't have BankID:  
Such verification consists in obtaining a photo capture (front and back) of the Renter's driver's license, I.D. card (only if the Renter has a paper driving license or a non E.U. driving license), as well as a video of the Renter (both taken on mobile) reading a text and turning their head. If any of these elements is unclear or unsuitable, additional documents and/or information can be requested by Getaround.
- b) In Norway:  
When the Renter doesn't have a BankID, his identity and driving license verification, and credit check, are done as indicated in article 5.2 a).  
When the Renter has a BankID, the process below applies:

**Identity verification:**

Getaround will carry out the verification of the Renter's identity via the BankID verification. Renter can proceed with this verification via their mobile phone, via the BankID app or via their code device.

**Verification of the validity of the Renter's driving license:** it is carried out via the Statens Vegvesen (the Norwegian Public Roads Administration) for Renters with a Norwegian driving license. For Renters who don't have a Norwegian driving license but have a BankID number, they must send to Getaround the photo (front and back) of their driving license.

**Credit check:**

Given that the Platform includes a payment system, Getaround is entitled to obtain a credit score for each Renter whose profile has been verified with BankID.

At the moment of the Renter's first booking, Getaround asks [Dun & Bradstreet](#) (Dun & Bradstreet Norge AS, Postboks 1419 Vika, 0115 Oslo, organization number 975 374 939 to conduct a credit check verification of the Renter.

To pass the credit check verification, the Renter must have a minimum credit score of 14 out of 100, based on the Renter's history of payments (whatever the online or offline commercial payment system).

Dun & Bradstreet gives the Renter's credit score to Getaround. In the event the Renter has passed the credit check verification, they can book the selected Vehicle. If not, the Renter will not be able to rent a Vehicle on the Platform until they have obtained a minimum credit score of 14 out of 100.

In the event the Renter has locked their credit score on Dun & Bradstreet's website, the Renter has to unlock it if they want to pursue their registration on the Platform. To unlock the credit score, the Renter must contact Dun & Bradstreet at [dnbeu-resepsjonen@dnb.com](mailto:dnbeu-resepsjonen@dnb.com) or unlock it directly from their Dun & Bradstreet account. Once the credit score is unlocked, the Renter must inform Getaround to ask for another credit check verification.

**CCJ check for Renters residing in the UK**

As required by the Insurance covering Rentals in the UK, at the moment of the Renter's registration, Getaround will verify whether the Renter has an outstanding County Court Judgement for unpaid debt(s). If they do, they will not be able to register on the Platform.

Once the Renter has paid their debt(s), they must contact Getaround who will carry out a new verification. If the CCJ check confirms the Renter doesn't have an outstanding judgement for unpaid debt anymore, they will be able to register on the Platform.

c) For business accounts in France

Companies can create an Account to enable their employees to rent out Vehicles for professional use. They will provide on the Platform the list of their employees, register the company's credit card, the company's certificate of as well as the identity card of the company's legal representative. The employees shall also register as a Renter on the Platform to be entitled to such Rentals for professional use

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

When Getaround is uncertain of the identity of the Renter in a Getaround Connect Rental, Getaround can ask the Renter to take a new selfie via the App just before the start of the Rental in order to ensure that the Renter matches the person on the identity documents registered in the Renter'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.

## 6. Rental process

### 6.1. Linking

Renters can consult the Listings posted by Car Owners directly on the Website or the App by using the access and search tools provided.

- If the Vehicle is not Listed as Instant Booking

Once a Renter has found a suitable Vehicle, they send a Booking request to the Car Owner. After the request is sent, the Car Owner is notified of the Booking request by email, by SMS or by a push notification, and has the option to decide whether or not to accept the Rental:

- If the Car Owner accepts the Rental request, the Renter is notified by email and must return on the Website/App to pay the Rental Price. **Any offer to pay other than through the Website will be considered a violation of these Terms and may result in the suspension or deletion of the User's account.** The Rental is confirmed when the payment has been made and the Car Owner has received confirmation by email.
- If the Car Owner refuses the Rental request or does not accept it within 23 hours, the Renter is notified by email.

The Renter can only contact the Car Owner after the Booking request has been sent.

- If the Vehicle is Listed as Instant Booking

The Booking request, and Rental to come, will be automatically confirmed to the Renter in the name and benefit of the Car Owner. It is important to note that for an Instant Booking reservation, the Renter cannot contact the Car 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 Agreements available in three formats:

- Hard copy (paper), except in Norway,
- Electronic via the App,
- Electronic specific to Getaround Connect Rentals.

The Rental Agreements must be filled in together by the Car Owner and the Renter (or by the Renter alone for Connect Bookings). The secondary driver cannot fill in the Rental Agreement.

For non-Connect Rentals, whether the Renter's or Car Owner's telephone is used, both 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 Agreements must indicate at the beginning (and end) of the Rental :

- the mileage (for Getaround Connect Rentals, this information is automatically provided);
- the level of fuel (rules are described in Article 12.5 b) below);
- 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 Car Owner must deliver a clean Vehicle to the Renter (interior and exterior).

Photos of the Vehicle from all required angles must be taken. For hard copy Rental Agreement, the Car Owner retains them without sending them to the Renter or Getaround. For electronic Rental Agreements (via the App), the Car Owner shall upload all these photos on the App, except in Norway where it is done by the Renter. For Getaround Connect Rentals, the Renter shall upload all these photos on the App. If the Renter doesn't have 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.

For Getaround 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 Renter 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 kept by the Renter in their phone for at least three (3) months.

For hard copy Rental Agreements and electronic Rental Agreements (via the App) outside of Norway, the Car Owner shall keep the photos for three (3) months following the end of the Rental as evidence in case of dispute.

For electronic Rental Agreements (via the App) in Norway, the Renter shall keep the photos for three (3) months following the end of the Rental as evidence in case of dispute.

Both Users can add in comments in the Rental Agreement upon check-in. Some specific information can be pre-filled by Getaround and/or the Car Owner in the Rental Agreement.

As not all damage may be visible in the 10 mandatory photos at the start of the Rental, the Renter shall declare through the App and take close-up pictures of every damage (including

scratches on the body of the Vehicle) that they notice in/on the Vehicle before the Rental Agreement is signed and the Rental begins.

In case of Electronic Rental Agreements or Hard copy Rental Agreements, the Renter shall keep these photos in their phone for at least three (3) months (and in case of hard copy Rental Agreement, both the Renter and the Owner shall sign next to the description of the damage). If after the end of a Rental, the Car Owner claims that a damage occurred during such Rental, these photos can be used as evidence that the damage already existed when the Rental began. Otherwise, the costs for the repair of the damage could be charged to the Renter.

Once all mandatory information is filled in by both Users (eventually) in the Rental Agreement, the Rental Agreement is signed (on paper or electronically), thus binding the Users by such Rental Agreement and the present Terms regarding the Rental.

It is the Users' responsibility to carry out the required verifications at the agreed check-in time, on the day the Rental starts (none of the indications below apply to Norway):

- Verification by the Car Owner

It shall be done for Rentals other than those with the Connect Device .

The Car Owner shall verify the identity of the Renter (check that the Renter 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 Car Owner must verify that the Renter 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 Car Owner must take a photo of their driving licence and keep it for three (3) months after the end of the Rental. The Car Owner may be represented by a third party duly authorized to conduct these checks;

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

- o The person taking possession of the Vehicle is not the Renter (secondary driver alone is not valid);
- o The Renter provides a payment card that does not belong to them (for Rentals of Vehicles registered in France, Belgium, the UK or Spain);
- o The Renter provides a different payment card from the one used to pay for the Rental (for Vehicles registered in France, Belgium or Spain). The first 6 and last 2 numbers of the payment card used to pay for the Rental are pre-filled on the hard copy and electronic (via the App) Rental Agreements;
- o The Renter provides a driving license that does not authorize them to drive in the country where the Vehicle is registered. It is the Car Owner's responsibility to verify with the relevant authorities any special provisions concerning the rights of foreigners to drive in that country. In particular, it is the Car Owner's responsibility to verify whether the Renter has a valid tourist, working or student visa, if necessary.

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

If the Vehicle was Booked with the Getaround Connect service, Getaround will undertake the verifications listed above in the Car Owner's place via its identity verification service.

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

With the exception of Rentals in Norway and of the ID card and driving license verification for the Rental of Vehicles equipped with the Connect Device, Users agree that Getaround does not conduct any of the checks and verifications listed above. Each User is entirely and solely responsible for these checks and verifications.

For electronic (via the App) and hard copy Rental Agreements, the Renter shall inspect the Vehicle (inside and outside) before the beginning of the Rental, and the Renter and the Car Owner shall complete, verify and sign the Rental agreement together.

In case of a Vehicle rented with the Getaround Connect Service, the Rental Agreement is deemed validated by both the Car Owner and the Renter when the doors of the Vehicle are unlocked. However, the Renter shall inspect the Vehicle (inside and outside) before signing the Rental Agreement through the App.

Once the Rental Agreement has been signed and the Rental has begun, the Renter is considered to have accepted the Vehicle's condition *as is*, without any possibility to dispute that condition afterwards.

### **6.3 During the Rental**

Getaround offers Users certain information necessary for a good rental experience. This information is available at the online [Help Center](#), accessible via the Website or the App. In case of Rental made with a Hard copy Rental Agreement, the Car Owner must print out the pages named "Rental instructions" from Getaround's Help Center and leave them in the Vehicle for the Renters.

#### ***a) Extension***

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

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

- If the Vehicle is equipped with the Connect Device (and therefore has Instant Booking activated), the Renter'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 Car 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 Renter keeps a Vehicle outside the initial Rental period without having validated 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 therefore invoice:

- the additional Rental price due for the extra rental time, at the Rental price applicable before the Rental started,
- the Excess reduction option for the corresponding additional time (except in France where the Excess reduction cannot be extended and an excess of €3,000 will apply in case of damage), and
- the late return compensation fees described in article 12.6 a) below.

### ***b) Reporting an incident or problem***

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

### ***c) Use of Roadside Assistance***

Roadside Assistance is available to Renters who rent a Vehicle via Getaround. Renters who would use roadside assistance from a service provider other than that provided via Getaround will bear all associated costs.

In all countries except in Norway, Roadside Assistance organizes and takes responsibility for: (i) the repair at the roadside or towing of the Vehicle to the nearest garage; (ii) transport home or onward travel for the Renter and its passengers to one location only; (iii) a replacement vehicle in all cases in the UK, and only when the Renter paid for an Excess reduction option in other countries; (iv) the costs incurred by the Car Owner when travelling to the garage where the Vehicle has been taken.

In Norway, Roadside Assistance service organises and takes responsibility for: (i) the repair at the roadside or towing of the Vehicle to the nearest garage and (ii) a replacement vehicle in all cases.

The terms and conditions of all the Roadside Assistance can be found [here](#).

To contact Roadside Assistance, the Renter must go to their Rental page on the App, access the section "Help", and then the section "Contact Roadside Assistance". The assistance phone number is also indicated in the Website/App's Help Center and in the "Rental Instructions" document placed in the Vehicle.

In case of a breakdown, the Car Owner gives consent to Getaround and to the Roadside Assistance provider to repair the Vehicle for up to 200 EUR (200 GBP in the UK, 3,000 kr in Norway) in order for the Renter to be able to continue their Rental. These costs will be charged to the Car Owner unless the Renter is proven responsible due to an abnormal use of the Vehicle. The repairs could notably be (without this list being exhaustive) a battery change, tire puncture repair, tire replacement, light replacement, refilling of oil or another liquid (such as AdBlue®) or other repairs or spare part replacements that could be done in less than 1 hour on the spot or at the Roadside assistance provider's workshop.

#### 6.4. At the end of the Rental

The Vehicle must be returned by the Renter themselves. The secondary driver cannot return the Vehicle without the Renter being present.

- **For Rentals without the Getaround Connect service:**

Upon the return of the Vehicle, the Renter and the Car Owner check the condition of the Vehicle, indicate the mileage and gas level, make any comment on the Vehicle (such as cleanliness), indicate if any damage was caused to the Vehicle, take pictures of the Vehicle from all required angles and then complete and sign the check-out report in the Rental Agreement. Both the Car Owner and the Renter must keep a copy of the Rental Agreement (i.e. the hard copy or the copy received by email) for at least one year. The Renter (in Norway)/the Car Owner (in countries other than Norway) must keep the photos for 3 months and if they know they might lose the photos, notably because of a change of phone, it is their responsibility to send them beforehand to Getaround through the App or by email;

- **For Rentals with the Getaround Connect service:**

For electric Vehicles equipped with a Connect Device that must be returned to a parking spot with a dedicated charging point: the Renter must connect the Vehicle to this charging point at the beginning of the check-out process. In case the Renter has difficulties connecting the Vehicle to the charging point, they must report and detail (with photos/description) what difficulties they have encountered via the App (e.g. missing cable, can't connect cable,..). This information is essential for the Car Owner to be able to solve the problem before the next rental starts.

Failing to report the difficulties encountered or to provide sufficient information describing the difficulties encountered, the Renter will be charged £20/ €20/ 200kr (of which £15/ €15 / 150kr will be paid to the Car Owner and £5/ €5 / 50 kr will be retained by Getaround). The Car Owner has 48 hours after the Rental has ended to ask Getaround for this compensation.

Once the Vehicle is charging on its dedicated charged point/upon the return of the Vehicle, the Renter must take the steps described hereafter.

For all Vehicles: the Renter 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 automatically collected by the Connect Device (except in some Getaround Connect Rentals where the Renter is informed via the App that there isn't an automatic fuel level check) and indicated on the Rental Agreement. A time lag may occur between data collection by the Connect device and the receipt by Getaround's systems. In case of discrepancy between the data indicated on the Rental Agreement and the data collected by the Connect Device, the latter shall prevail. The Renter shall follow the instructions on the App and complete the check-out report in the Rental Agreement. To have evidence of the state of deterioration and cleanliness of the Vehicle at the end of the Rental, the Renter 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,
- 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 to help prove the state of the Vehicle at the end of the Rental.

The Rental Agreement is automatically completed once the doors of the Vehicle are locked.

The Car Owner shall inspect the Vehicle before any personal use. Once the Car Owner starts using the Vehicle, any damage declared by the Car Owner will not be considered as having been caused by the last Renter (or any other Renter) and the Car Owner will incur potential repair costs.

**a) Parking:**

The Car Owner must:

- Provide a dedicated parking spot for the Vehicle (on street or in a private parking) or provide a return address for which there are sufficient free or prepaid parking spots within a 400 metre radius. In case of prepaid parking spots on streets, the Car Owner must specify in their return instruction the limit of the subscription taken out (residential spaces only,...).
- provide clear and precise return instructions (with the full name of the street(s) and postal code) or by sending them a message rather than only broad requests such as only requiring that the Renter parks on a free space or street. In the absence of clear instructions, and provided that the Renter has complied with all other rules set out in this Article, no costs will be incurred by the Renter for parking on a spot that the Car Owner would claim to be incorrect compared to the instructions.
- pay the cost of parking (if applicable) outside Rental hours when the Vehicle has been returned in accordance with the Terms. If Renter needs to pay to exit the parking at the start of the Rental or to enter the parking upon the end of the Rental, and provided that the return instructions have been followed, the corresponding amount will be deducted from the Car Owner Payout (defined in Article 12 below) and reimbursed to the Renter.

The Renter is responsible for making all possible efforts to park where the Car Owner asked them to do so.

If it is impossible for the Renter to park at the end of the Rental according to the Owner's instruction (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 Renter must inform the Car Owner to agree on a solution, if any. Such information must be given as soon as possible by any means, preferably through the App or by text message. The text message shall be kept by the Renter during one (1) month following the end of the Rental.

Whether no solution can be found or the Car Owner cannot be reached, the Renter must:

- Park the Vehicle on a parking space which is authorised for the next 48 hours (e.g. not in front of a garage exit, on a delivery space, on a space becoming prohibited within the next 48 hours, etc) and as close as possible to the return address requested by the Car Owner; and
- Pay two (2) hours' parking if the Vehicle has been returned to a paying parking space not covered by the subscription already paid by the Car Owner; and
- Inform the Car Owner and Getaround as soon as possible and up to a maximum of thirty (30) minutes after the end of the Rental (on the Website via

uk.getaround.com/contact, or on the App via My Account > Contact Getaround) of where the Vehicle is parked.

If all these conditions are met, no parking or repatriation fees will apply against the Renter. The Car Owner will be responsible for any parking fees applicable following the 2 hours after the end of the Rental and all related costs and/or impoundment following the 48 hours after the end of the Rental.

Failing to do so, the Renter will be responsible for related costs and/or impoundment up to one (1) week following the end of the Rental and/or any repatriation fees.

***b) Cleaning:***

If at the start of the Rental the Vehicle is not clean (the interior and/or the exterior), the Renter shall indicate it in the Rental Agreement and take pictures of the mess. The Renter must return the Vehicle clean at the end of the Rental and the pictures at the end of the Rental (taken by the Renter or the Car Owner) will be used to compare with the state at the start of the Rental. In the absence of pictures taken by the Renter 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 Renter or the Car Owner) has been caused by the Renter during the Rental provided the Vehicle has not been used between the start of their Rental and the end of the previous 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 travelling on muddy or dirt roads, etc.

Only regular mess, present despite a clear effort of the Renter 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 Renter shall pay compensation to the Car 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 Car 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 Car 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 Renter made no effort to return it clean (e.g. stained seats, ground-in dirt, etc.). The Car 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 Renter will be charged with the invoice issued from the professional cleaner. The amount of such professional cleaning invoice will be reimbursed to the Car Owner (if the compensation

according to Article 12.6 c) has already been paid to the Car Owner, it will be deducted from the reimbursement amount paid to the latter). Getaround will be entitled to refuse to compensate the Car Owner if the amount of the cleaning appears to be significantly excessive/outside of market practice.

**c) Late or absence of return of the Vehicle:**

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

For other Vehicles, the Car Owner must contact Getaround's customer service via the contact form available [here](#) to require the application of late return compensation.

**d) Punctured tire and broken clutch:**

If the punctured tire is due to faulty maintenance or if the punctured tire is older than 5 years, all costs (replacement of the punctured tire and other non-flat tire) will be paid by the Car Owner. Otherwise, the Renter will pay the cost indicated in Article 9.2 for the replacement of the punctured tire and the opposite tire (on the same axle). In Norway, the Renter will pay for the replacement of the punctured tire and the opposite tire if needed due to its condition, and a 20% age discount will be applied on each of those tires for each year from the date of purchase up to 5 years. The rest will be paid by the Car Owner.

- In the event of a broken clutch :

In Norway, Getaround can charge the Renter for repair costs if there is evidence that his misuse of the Vehicle damaged the clutch.

In all other countries, it is specified that unless a specific information is provided by the manufacturer, the clutch will be presumed to have a normal life span of 120,000 kms (100, 000 miles in the UK). In addition, to be eligible for the compensation as set out below, the clutch must be either the original Vehicle clutch or have been replaced with the original manufacturer's parts by a factory certified mechanic:

- When the clutch has not reached the life expectancy threshold mentioned above at the time of the breakdown: the Car Owner shall appoint an expert to determine the origin of the breakdown.
  - If the expert mandated by the Car Owner doesn't identify any misuse of the Vehicle by the Renter having caused the clutch to break, the Renter will not be liable for the replacement of the clutch nor the expertise cost.
  - If the expert mandated by the Car Owner determines that the Renter misused the Vehicle and damaged the clutch, the Renter will be liable for its proportional reimbursement along with any expert costs incurred. For example, if the clutch had a life expectancy of 120,000kms and the clutch broke when the Vehicle had been driven 60,000kms, the Renter will be liable for one half of the replacement costs along with any expert costs incurred.  
The Renter may carry out a counter-expertise if she/he so wishes at their own expense. If the counter-expertise invalidates the first report, a third expertise will be carried out to determine the cause of the clutch failure at Getaround's expense.

- When the clutch has reached the life expectancy threshold mentioned above at the time of the breakdown: regardless of whether an expert determines that the Renter misused the Vehicle and damaged the clutch, if the life expectancy of the clutch threshold has been reached, the Renter will not be liable for any cost incurred.

## **6.5. After the Rental**

After the Vehicle is returned to the Car 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 cancelled. The Renter can evaluate the Car 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 when using the Service**

The Users are likely to exchange messages with each other or with Getaround. These messages 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.

The Car Owner must only send messages that are strictly necessary for the performance of the Rental (e.g. answer questions of the Renter about the localisation of the Vehicle, assist in finding parking spots at the end of the Rental,..) and must not send messages for commercial purposes nor to explain all or part of the rules set out in these Terms. Getaround remains in charge of explaining the rules it defines for its Services.

## **8. Cancellation of a Rental**

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

The date and time taken into account to apply cancellation fees are those indicated in the Rental Agreement, unless a User can provide evidence that another date/time had been agreed with the other User in the concerned Rental.

### **8.1. Cancellation of a Booking by the Renter**

The Renter 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 are the following:

- More than 48 hours before the start of the Rental: the Renter may cancel at any time and the Rental Price will be refunded to them. The Renter will be reimbursed within 3 working days. The Car Owner does not receive any of the expected earnings.
- Less than 48 hours before the start of the Rental, and up to the start of the Rental: 50% of the Rental Price will be refunded to the Renter. The Car Owner is compensated for 50% of the Car Owner Payout defined in Article 12 below (excluding the insurance premium paid by the Renter when the Rental is covered by the Getaround Entrepreneur insurance or by own Car Owner insurance).

- After the start of the Rental, none of the Rental Price will be refunded to the Renter and the Car Owner receives 100% of the Car Owner Payout defined in Article 12 below (excluding the insurance premium paid by the Renter when the Rental is covered by the Getaround Entrepreneur insurance or by own Car Owner insurance).

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.

For non-Connect Rentals, if the Renter believes they are going to arrive late to collect the Vehicle, they must inform the Car Owner of their delay via the App or by SMS as soon as they are aware of it, and at least thirty (30) minutes before the start of the Rental, to try to find an arrangement to postpone the handover of the keys. If the Car Owner and the Renter genuinely tried to find an arrangement but failed, the Car Owner won't receive their Car Owner Payout and the Renter will be refunded of the Rental Price **only if** they can prove that the delay is not their fault (train or plane delay, etc) and that they have alerted the Car Owner in compliance with the aforementioned conditions. Otherwise, none of the Rental Price will be refunded to the Renter and the Car Owner will receive 100% of the Car Owner Payout defined in Article 12 below (excluding the insurance premium paid by the Renter when the Rental is covered by the Getaround Entrepreneur insurance or by own Car Owner insurance).

In case an arrangement has been found, the Renter will not be reimbursed for unused hours as compensation for the Car Owner.

When the cancellation is due to the Renter (e.g. the Renter was not present upon the start of the Rental and did not show up within the thirty (30) minutes that followed, the Renter cancels right after changing the Rental date and/or hours...), the Rental Price won't be refunded to the Renter and the Car Owner will receive 100% of the Car Owner Payout defined in Article 12 below (excluding the insurance premium paid by the Renter when the Rental is covered by the Getaround Entrepreneur).

No cancellation fees are due by the Renter, nor any compensation to the Car 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 Car Owner**

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

- the Car Owner voluntarily cancels it (on his sole decision or if the Vehicle is no longer available);
- the Car Owner was not present upon the start of the Rental and did not show up within the thirty (30) minutes that followed; or
- the Vehicle is not accessible upon the beginning of the Rental, i.e. the Vehicle is not located where the Website or App or Car Owner indicate it should be; or
- 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 Getaround Connect Device, it cannot be opened due to the Car Owner's misuse of the App.

If the Car Owner believes they are going to arrive late at the time agreed with the Renter, they must inform, via the App or by SMS, the Renter of their delay as soon as they become aware of it, or at least thirty (30) minutes before the start of the Rental. They have to try to find an arrangement to postpone the handover of the keys.

If the Car Owner and the Renter genuinely tried to find an arrangement but failed, the Renter won't be compensated and the Car Owner will receive 100% of the Car Owner Payout defined in Article 12 below (excluding the insurance premium paid by the Renter when the Rental is covered by the Getaround Entrepreneur insurance or by own Car Owner insurance) **only if** they can prove that the delay is not their fault **and** that they have alerted the Renter in compliance with the aforementioned conditions. Otherwise, none of the Car Owner Payout will be paid to the Car Owner and the Renter will be refunded of the Rental Price.

In case an arrangement has been found, the Renter will be reimbursed for unused hours as compensation.

The Car Owner will be charged a penalty if their 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 Car Owner can also access their cancellation rate at any time on their Account > Performance > Quality.

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

- cancellation up to 48 hours before the start of Rental: 35 euros/£35/350 kr
- cancellation less than 48 hours before the start of Rental: 50 euros/£50/500 kr

These fees will be deducted from the Car Owner earnings.

The Car 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 Car Owner cancels the following Rental before it starts; and
- the cancelled Rental was booked before the Car Owner sent the damage report to Getaround; and
- the cancelled Rental was due to start after the Car Owner sent the damage report; and
- the damage report sent by the Car 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 Car Owner).

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

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

- when the cancellation is more than 24 hours before the scheduled start time of the Rental: the Renter 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 Renter is reimbursed of the full Rental price as well as any Excess options. In addition, Getaround will cover the transportation cost incurred by the Renter 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€ (60£, 600 kr) of the transportation cost;
  - when the distance is more than 12 miles (20km) Getaround will cover up to 100€ (100£, 1000 kr) of the transportation cost.

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

The Renter 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 Renter's profile**

If the Rental required the Renter's profile to be verified (i.e. in cases listed in Article 5.2 above) and the information provided by the Renter did not enable Getaround to complete positively the profile verification at the latest when the Rental was due to begin, the Rental has to be cancelled by the Renter or the Car Owner. The Car Owner will not be compensated for such cancellation, even if it happens less than 48 hours before the start of the Rental. The Renter will be fully reimbursed.

The cancellation will be considered as being caused by the Renter when the Rental is canceled due to a fraud committed by the Renter (e.g. the person in the selfie doesn't match the person in the photo on the driving license,...). In this situation, the Renter will only be reimbursed for the Getaround Service fees, the cost of insurance and of roadside assistance, and will have to pay the Car Owner Payout defined in Article 12 below (excluding the insurance premium paid by the Renter when the Rental is covered by the Getaround Entrepreneur insurance or by own Car Owner insurance).

### **8.4. Dispute of grounds for cancellation**

The Renters 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 Car 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 (as defined by French case law) preventing them from carrying out the Rental.

Similarly, the Car Owner may challenge the grounds for cancellation expressed by the Renter. The claim against the application of compensation is admissible if the Car Owner can show that the cancellation of the Booking was indeed due to the Renter (for example, but not limited to: Renter unavailable, Renter wishes to cancel, Renter 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 Renter) or “Your Rentals > Help > Request compensation for cancellation” . Getaround is not able to process any dispute past this 24 hour period. As payments to Car Owners are automatically actioned 24 hours after the end of a Rental or after a cancellation, the Renter understands and accepts that after this period, the payment will be made to the Car Owner.

## 9. Insurance

### 9.1. General rules and conditions

The Rental of a Vehicle on the Platform includes the subscription of the Insurance policy between the Users. Getaround does not directly insure the Rentals made on the Website. Getaround acts only as an intermediary offering such insurance products to the Users. The conditions of the Insurance agreement can be found [here](#).

The Insurance coverage is designed to protect the Car Owners from any damage caused to their Vehicle (except in cases of exclusion of the Insurance contract or exclusion according to the present Terms). This rule also applies to Vehicles equipped with the Connect Device (even though equipment is permanent, the Insurance applies only during Getaround Rentals).

The Insurance covers :

- Damages to the Vehicle’s body, fire or theft, either committed by the Renter or by a third-party, up to 50 000€ / £40,000 in the UK /1.000.000kr in Norway ;
- Personal injury of the Renter (only in France, Belgium and Norway, and when the Renter is responsible for the damage) ;
- Damage caused to a third party and his vehicle (public liability insurance) within the limit of £20,000,000 for a private vehicle, and £5,000,000 for a vehicle other than a private vehicle, in the UK

It is specified that cases of force majeure are covered by the Insurance except in Spain where force majeure events are covered by the Consorcio de Compensación de Seguros (<https://www.consorseguros.es/web/en/ambitos-de-actividad/seguros-de-automoviles/ccs-co-mo-organismo-de-informacion>).

In France: Vehicles that are more than 12 months old or that are leased, are covered for their value assessed by an expert. Vehicles that are less than 12 months old are covered for their purchase value up to a maximum of €50,000 in case of theft, fire, natural disaster and damages. In case the Car Owner can’t provide evidence of the purchase value of the Vehicle, the compensation will be limited to 70% of the known manufacturer’s catalog price for the model of the Vehicle on the day of its purchase, up to a maximum of €50,000.

In Norway: Vehicles that are less than 12 months old, with a mileage of less than 15,000 kilometers and where the amount of repair of the damage that occurred during the Rental has been assessed at more than 60% of the purchase value of the Vehicle, will be covered for their purchase value (except for leased Vehicles that are covered for their market value).

In countries other than France and Norway: Vehicles are covered for their estimated sales value of the car up to a maximum of £75,000 in the UK. If the Vehicle is under leasing, the Insurance does not cover the “Guaranteed Asset Protection” (i.e. any compensation that would be applicable under the leasing agreement signed by the Car Owner in case the Vehicle is stolen or damaged beyond repair).



The Insurance according to these Terms covers only the duration of the Rental. In parallel, the Vehicle must be covered under an annual insurance policy taken out by the Car Owner and covering at least the “third party insurance” (i.e. damage caused to a third party by the driver of the Vehicle). “Parking” or “garage” insurance policies are insufficient.

The Insurance cover begins and ends at the time the Renter picks up or returns the Vehicle (the date and time indicated on the Rental Agreement serving as proof). In case of discrepancy between the date and time indicated on the Rental Agreement and the date and time collected by the Connect Device, the latter shall prevail.

The Insurance offered by Getaround is effective provided that:

- In all countries:
  - the Vehicle is used normally, according to Articles 2.2, 3.3, 5 and 9 of these Terms, and without any illegal or reprehensible behavior;
  - The Vehicle is used for acceptable trades/occupations only (excluding hire & reward i.e. taxi; courier use, sports persons, modelling, entertainment industry);
  - The Vehicle must have its final registration card. Vehicles with temporary registration cards are not accepted on Getaround;
  - The Renter must hold a driving license that is valid within the territory in which the Vehicle is being rented, according to these Terms.
- For Vehicles registered in France, Germany, Belgium, Spain and Austria:
  - The Vehicle may only be driven in the following countries: Germany, Andorra, Austria, Belgium, Denmark, Spain, Metropolitan France, Italy, Hungary, Luxembourg, Monaco, Netherlands, Poland, Portugal, Czech Republic, the UK, Switzerland, Slovakia and Sweden;
- For Vehicles registered in the UK:
  - The Car Owner must be a permanent resident in the UK;
  - The Renter has not had any major convictions in the past 5 years (i.e. no convictions coded AC, BA, CD, DD, DR, DG, IN, LC30-50, MS50-90, UT, TT, MR, CU50)
    - No previous driving ban or disqualification;
    - Has received strictly less than 2 minor convictions in past 4 years;
    - Has received no more than 6 penalty points in past 4 years;
    - No more than one “at fault” accident in past 3 years;
    - No bankruptcy / No CCJs stability of residential address for past 24 months;
  - The Vehicle may only be driven in the UK.
- For Vehicles registered in Norway:
  - The Vehicle may be driven in all European countries except Kosovo.

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

Provided all conditions set by these Terms are fully respected, Getaround guarantees to the Car Owner the compensation of the damage caused to the Vehicle during a Rental up to the amount of the Excess or guarantees the payment of the lump sum indicated in Article 9.2 below for some specific damages, provided they respect the conditions mentioned in that same Article and subject to the Car Owner providing any of the supporting documents listed below :

- An invoice (following a quotation previously validated by Getaround) or a damage report done by a government approved expert;
- A compensation document sent by the Insurer;
- An explicit letter or email of agreement sent by the Renter;
- In the event the Vehicle is stolen, proof of compensation by the Insurer.

Details of the Insurance cover and the conditions for this coverage are accessible [here](#) and on the Website or on the App via Insurance > Legal Documents.

## **9.2. Rules applicable to damages**

A damage is a deterioration due to an incident such as an accident with or without a third party, vandalism, or any hitting or contact of the Vehicle with an object or surface causing a deterioration (whether inside or outside the Vehicle).

Getaround will not qualify as a damage any deterioration caused by normal wear and tear. Normal wear and tear arising from the correct use of the Vehicle is a standard part of using a Vehicle. This notably includes i) outside: minor scratches, dents to bumpers and attached components, small chips to the paintwork, etc. ii) inside: control buttons, window opening buttons, hinges, compartments, panels, decorative elements, handles, latches and locks that come loose or fall off - worn carpets and interior fabrics.

Normal wear and tear arises naturally over time as a result of normal use and if a Vehicle is being rented out on a regular basis, this will expedite the process. Certain circumstances can accelerate wear and tear, such as street parking. The Car Owner cannot be compensated by Getaround for normal wear and tear to the inside or outside of their Vehicle.

**Getaround only qualifies as a Damage a deterioration which can be attributed to a specific Rental without any doubt. Scratches, dents or bumps which cannot be attributed to a Rental without any doubt do not give right to compensation for the Car Owner.**

The fact that a damage can be attributed to a Rental without any doubt is based on the absence of the damage on the check-in photos and the visibility of the damage on check-out photos taken by the Renter, and the compliance of such photos:

- if the photos taken at check-out do not enable to obviously see the damage declared by the Car Owner:
  - In case it is due to low quality/lighting of the photos and/or the fact they were not taken according to Getaround's instructions: if Getaround has sufficient evidence (e.g. check-in and check-out photos, declarations,...) provided by

the Car Owner, the Renter, previous or subsequent Renters, Getaround will charge the Renter with the value of the damage;

- in case it is due to the location of the damage on the Vehicle (e.g. on the underbody), Getaround will not charge the Renter for the damage unless the Car Owner provides elements linking the damage to a specific Rental without a doubt.
- if the photos taken at check-out enable to obviously see the damage declared by the Car Owner, Getaround will charge the Renter with the corresponding value of the damage.

However, if the damage is on the body of the Vehicle or on a plastic element (whether exterior or interior) and is smaller than 5.5 centimetres, Getaround will not charge the Renter for the value of the damage nor the compensation indicated below (unless it is intentional damage, e.g. a drawing done with a key on the Vehicle, weapon impact etc and unless the damage causes a risk to the Vehicle safety). When declaring the damage, the Car Owner will have to prove that the damage is larger than 5.5 centimetres by placing the smaller side of a credit card next to the damage when taking photos to demonstrate that its size exceeds 5.5 cm.

When a Car Owner declares a damage and Getaround is unsure what Vehicle it is in/on, Getaround is entitled to ask the Car Owner to provide a video showing such damage and zooming out until the licence plate is visible (without the video being interrupted). If the Car Owner doesn't provide the video when requested, Getaround will not cover the damage.

Providing they give the right to Car Owners to a compensation and depending on their nature, damages can be compensated in two different ways:

- Compensation with a lump sum payment;
- Compensation assessed by the Insurance/Getaround's appraisal partner (when several elements/parts of the Vehicle have been damaged by the Renter and/or the damaged elements/parts are not indicated in the grid below).

Compensation with a lump sum payment applies even if the damage requires the replacement of the element but only if such damage doesn't cause a risk to the safety of the Vehicle. If such damage causes a risk to the safety of the Vehicle, compensation will be assessed by the Insurance/Getaround's appraisal partner.

The compensation for the battery, the keys and the punctured tire are subject to the presentation to Getaround of an invoice evidencing the effective repair or replacement, as well as an invoice for the purchase of the replacement part when one is needed. Replacement invoices will only be accepted if a repair is not possible. The invoice must be provided by the Car Owner to Getaround within seven (7) Business days after the validation of the claim by Getaround.

Provided that all the above conditions are met, Getaround will charge the Renter with the corresponding amount and will transfer the amount to the Car Owner.

- **Compensation with a lump sum payment**
  - **For category 1 Vehicles**

<b>Damages</b>	<b>France, Spain</b>	<b>Germany, Austria</b>	<b>Norway</b>
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	<b>and Belgium</b>	<b>and the UK</b>	
Rim (damaged)	€95	€95 / £95	2.800 kr
Hubcap (damaged or missing)	€30	€30 / £30	300 kr
Cigarette burn / hole in any interior fabric / damage to dashboard or interior of a door	€250	€450 / £350	5.000 kr
Misfuel (for emptying and cleaning of the tank). Not applicable in France and in Norway, or in case of severe damage to the Vehicle (in all countries)	€400	€500 / £500	N/A
License plate (damaged or missing)	€20	€25 / £25	250 kr
Parking badge (lost or damaged)	€20	€30 / £30	300 kr
Windscreen chip smaller than 2.5cm (except if the damage is in the driver's field of vision or close to the edge of the windscreen)	€100	€100 / £100	N/A
Key (lost or damaged)	€300	€200 / £200	4.500 kr
Punctured tire (including the opposite tire which must also be replaced for safety reasons)	€200 (subject to conditions detailed in Article 6.4 d) )	€200 / £200	N/A
Battery change (recharging excluded and only when need for battery replacement is due to the Renter)	€200	€150 / £150	2.000 kr

**- For category 2 and 3 Vehicles, excluding utility Vehicles**

<b>Damages</b>	<b>France, Spain and Belgium</b>	<b>Germany, Austria and the UK</b>	<b>Norway</b>
Rim (damaged)	€150	€150 / £150	3.500 kr
Hubcap (damaged or missing)	€50	€50 / £50	300 kr
Cigarette burn / hole in any interior fabric / damage to dashboard or interior of a door	€300	€500 / £450	7.000 kr

Misfuel (for emptying and cleaning of the tank). Not applicable in France and in Norway, or in case of severe damage to the Vehicle (for all countries)	€400	€500 / £500	N/A
License plate (damaged or missing)	€20	€25 / £25	250 kr
Parking badge (lost or damaged)	€20	€30 / £30	300 kr
Windscreen chip, smaller than 2.5cm (except if the damage is in the driver's field of vision or close to the edge of the windscreen)	€150	€150 / £150	N/A
Key (lost or damaged)	€350	€250 / £250	4.500 kr
Punctured tire (including the opposite tire which must also be replaced for safety reasons)	€300 (subject to conditions detailed in Article 6.4 d) )	€250 / £250	N/A
Battery change (recharging excluded and only when need for battery replacement is due to the Renter)	€250	€200 / £200	2.800 kr

**- For utility Vehicles**

<b>Damages</b>	<b>France, Spain and Belgium</b>	<b>Germany, Austria and the UK</b>	<b>Norway</b>
Rim (damaged)	€95	€95 / £95	3.000 kr
Hubcap (damaged or missing)	€30	€30 / £30	300 kr
Cigarette burn / hole in any interior fabric / damage to dashboard or interior of a door	€250	€350 / £350	5.000 kr
Misfuel (for emptying and cleaning of the tank). Not applicable in France and in Norway, or in case of severe damage to the Vehicle (for all countries)	€400	€500 / £500	N/A
License plate (damaged or	€20	€25 / £25	250 kr

missing)			
Parking badge (lost or damaged)	€20	€30 / £30	300kr
Windscreen chip, smaller than 2.5cm (except if the damage is in the driver's field of vision or close to the edge of the windscreen)	€150	€150 / £150	N/A
Key (lost or damaged)	€300	€250 / £250	4.500 kr
Punctured tire (including the opposite tire which must also be replaced for safety reasons)	€200 (subject to conditions detailed in Article 6.4 d) )	€200 / £200	N/A
Battery change (recharging excluded and only when need for battery replacement is due to the Renter)	€250	€200 / £200	2.000 kr

- **Compensation assessed by the Insurance/Getaround's appraisal partner**

If a damage declared by a User is subject to compensation for the Car Owner according to the principles indicated in these Terms, Getaround will choose between an assessment of the value of the damage by

- a) Getaround's appraisal partner,
- b) or, the expert mandated by the Insurance company if the value of the damage should exceed the amount of the Excess. In such a case, if the Car Owner chooses a repair garage approved by the Insurance company, the latter will directly pay the garage. If the Car Owner chooses a repair garage which is not approved by the Insurance company, the Car Owner will pay for the repair and the Insurance company will refund them, except in Norway where the Car Owner has no choice but to choose a garage approved by the Insurance company.

The value of the damage that is made will be the sole applicable to the compensation that will be received.

The costs for the expertise made by Getaround's expertise partner or by the expert mandated by the Insurance company are included in the Insurance and are not charged to a User.

To compensate the Car Owner for the efforts of handling the damage claim (and providing the claim is confirmed as valid by Getaround), the Car Owner will receive £25/€25/250kr as compensation. If several damage claims are reported for the same Rental, the Car Owner will only receive one compensation for all damages reported.

When the compensation for the damage is made by the Insurance, the Car Owner must provide the necessary documents (quotes and invoices for repairs) within 2 months after the end of the Rental. Getaround will not collect all or part of the Excess from the Renter if such documents as well as the Insurance expert's appraisal, are provided by the Car Owner more

than 2 months after the end of the Rental. As a consequence, the Car Owner must organise the appointment with the expert mandated by the Insurance company and Getaround must receive the expert report up to 2 months after the validation of the claim by Getaround.

In case of a damage:

- if the Renter is not responsible for the damage, they must complete and sign with the third party an accident statement (except in the UK where the Renter must call the Insurance company hotline at +44 (0)330 102 1998). The damage is directly managed between the Insurance company and the third party's insurance company in order to indemnify the Car Owner.  
The Renter pays in advance the value of the damage up to the amount of the Excess even if they are not responsible for the damage. Once the Insurance company collects the amount due from the third party's insurance company, Getaround reimburses the Renter.
- if the Renter is responsible for the damage, the Renter pays the value of the damage up to the amount of the Excess, and the Insurance pays the rest. That way, the Car Owner is covered for any damage caused by the Renters, and the Renters are enabled to pay a reduced amount if they are held liable for the damage.  
The same applies if the third party responsible for the damage is unidentifiable, or if the third party who caused the damage could have been identified but the Renter did not complete and sign with such third party an accident statement, or if the third party's insurance contract does not cover the damage.

### **9.3. Situations causing the exclusion or forfeiture of the Insurance coverage**

Only Rentals that do not exceed 30 days are insured. Thus, no Rental agreement should ever exceed 30 days. If the Renter and the Car Owner agree to extend a Rental that is already underway to last a total exceeding 30 days, they must meet and sign a new Rental Agreement together. The total duration of a series of back-to-back Rentals may never exceed 3 months without the Car Owner regaining full use of their Vehicle.

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 Renter with the exception of some specific damages listed in Article 9.2 above which are subject to payment of a lump sum), except in Norway and in France where wrong fuel remains covered by Insurance.

In the event of lost/stolen/broken keys, if the Car Owner or the next Renter declares that the key is missing or broken and the Vehicle has not been used between this declaration and the Rental of the last Renter, the last Renter will be held liable for the lost/stolen/broken keys and will have to pay the lump sum compensation according to Article 9.2 above, unless they can prove that they are not responsible.

If a damage is caused by an abnormal use of the Vehicle leading to the breakdown of the Vehicle, engine failure or any other non-visible damage (i.e. to a mechanical or electronic part of the Vehicle), it is not covered by the Insurance. If the Car Owner suspects a misuse, the Car Owner must obtain a confirmation by an expert (for France) or a mechanical specialist (for other countries) that the damage was caused by that abnormal use. The Car Owner has 7 days to organise the assessment with the expert or the mechanical specialist, after what the claim is rejected. The Renter can carry out a counter-expertise to invalidate

that expertise/assessment within 7 days from the receipt of the assessment obtained by the Car Owner, after what no counter-expertise will be accepted by Getaround. If the Renter doesn't provide that counter-expertise, the Car Owner can initiate recovery proceedings before the competent courts. If Getaround receives from the Car Owner:

- the copy of the expertise/assessment of the mechanical specialist, and
- the evidence of the completed filing of the Court action,

Getaround will advance the sums owed by the Renter up to £1,500 in the UK, 15,000kr in Norway and €1,500 in the other countries. If the proceedings are successful, the Car Owner will have to reimburse Getaround for the advanced sums.

If the Renter abandons the Vehicle without having completed the check-out or if the Renter 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), the Rental will not be covered by the Insurance and any damage caused to the Vehicle, either during the Rental or after its end (and until the Car Owner picks-up the Vehicle) will be fully charged to the Renter. In addition, the Renter will be charged with the repatriation fees as per these Terms, when applicable. In case of non-payment of these amounts by the Renter and if Getaround decides to indemnify the Car Owner, this payment will be limited to a maximum amount of 3200€.

Carrying passengers for remuneration (with the exception of carpooling), the subletting or lending of the Vehicle for free or not by the Renter, are prohibited, unless expressly approved by Getaround.

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.

The Insurance proposed by Getaround is automatically taken out by the Renters 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 Renter must pay the full Rental Price with a means of payment in their 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 Renter and the Car Owner, the Vehicle description, the start and end dates, and times of the Rental must correspond to the information provided by the Users on the Website;
- The Rental Agreement must be completed and signed by both parties when the Car Owner hands over the Vehicle keys to the Renter, or the Rental Agreement for Connect Rentals must have begun. In case of a hard copy Rental Agreement, it must be sent to Getaround in the event of damage or theft;
- For Rentals of Vehicles registered in France, Belgium, the UK or Spain (except if it is a Connect Rental), the Renter must physically present their credit card to the Car Owner before taking the Vehicle. The Car Owner must check that the credit card has the Renter's full name on it and that the numbers on the card match those used for payment on the Website (eight numbers from the payment card used to reserve the Rental are included on the Rental agreement). The Car Owner must also check the



Renter's age and the date when they obtained their driving licence is in compliance with these Terms;

- If drivers are added in addition to the Renter, the identity of these additional drivers (name, surname, date of birth) and their driving license information (license number and date of issue) must be included in the Rental Agreement. Additional drivers are not permitted for Rentals of UK registered Vehicles;
- The Vehicle must be covered by an annual insurance policy taken out by the Car Owner for periods outside of Rentals made through the Platform;
- 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 Car Owner's knowledge, in particular the safety equipment referred to in Article 2.2 a) above;
- If a Rental exceeds 30 days, a new Rental Agreement must be signed (meaning full check-out of the Vehicle must be made, followed by a new check-in procedure), or if back-to-back Rentals exceed 3 months, the Car Owner must regain at some stage full use of their Vehicle;
- The check-in and check-out procedures were correctly carried out in accordance with these Terms;
- The Car Owners have not triggered a lapse of the Insurance in any manner whatsoever.

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.

#### **9.4. Exercise of the Insurance in case of damage**

In the event of damage (e.g. a traffic accident or theft of the Vehicle), THE RENTER MUST IMMEDIATELY (AND IN ANY CASE WITHIN 24 HOURS FROM THE DISCOVERY OF THE INCIDENT OR THEFT) NOTIFY THE CAR OWNER WHO HAS A **MAXIMUM OF**

- **IN CASE OF ACCIDENT/DAMAGE: 5 BUSINESS DAYS FROM THE END OF THE RENTAL, OR 7 BUSINESS DAYS FROM THE END OF THE RENTAL FOR CAR OWNER PART OF THE GETAROUND ENTREPRENEUR PROGRAM (more information on this [page](#)).**
- **IN CASE OF THEFT: 24 HOURS FROM THE DATE OF THE THEFT IN THE UK / 2 BUSINESS DAYS FROM THE DATE OF THE THEFT IN FRANCE, BELGIUM, SPAIN, GERMANY, AUSTRIA AND NORWAY)**

**TO REPORT THE DAMAGE OR THEFT TO GETAROUND VIA THEIR ACCOUNT, IN SECTION "MY RENTALS" AND "FILE A CLAIM". BEYOND THIS PERIOD, THE INSURANCE (AND THE REDUCED EXCESS) WILL NOT COVER THE DAMAGE, AND ALL COSTS WILL BE BORNE BY THE CAR OWNER. THE RENTER MUST NOT WAIT UNTIL THE END OF THE RENTAL TO REPORT THE DAMAGE. IF ANY INDIVIDUAL IS INJURED OR IF THE MATTER CONSTITUTES A RISK, THE POLICE MUST BE NOTIFIED IMMEDIATELY.**

In the event of theft of the Vehicle or suspected theft of the Vehicle (e.g. when the Vehicle is not returned more than 30 minutes after the end of the Rental and the Renter doesn't

respond to any messages/calls of the Car Owner), THE CAR OWNER MUST NOTIFY THE POLICE AND GETAROUND WITHIN **48 HOURS IN FRANCE AND 24 HOURS IN OTHER COUNTRIES**. Failing that, the Vehicle will not be covered by the Insurance in the event of a theft.

Except in the case of force majeure, any request received after this deadline will not be handled through Getaround. **The Car Owner will have to deal directly with the Renter to manage the claim, in which Getaround will not be involved.**

The Car Owner claiming that a damage occurred must provide photos to back up the claim. Getaround will verify all the check-in and check-out photos taken and information provided on the Rental Agreement by the Renter who has been designated by the Car Owner as responsible for the damage, to establish liability for the damage. Should the liability not lie with the most recent Renter, it is up to the Car Owner to investigate the liability of the damage through other check-out pictures and notify Getaround.

When handling claims, Getaround may request additional/missing documents from the Car Owner (e.g. additional videos, photos, Vehicle's documents). These documents must be provided by the Car Owner within seven (7) days following Getaround's request, except in case of exceptional and legitimate circumstances or when the Vehicle is constantly rented during that period. In such a case, the Car Owner must provide the documents requested to Getaround within forty-eight (48) hours after they recovered their Vehicle. If the required additional/missing documents are not provided by the Car Owner within the above mentioned deadline, Getaround will not collect all or part of the Excess from the Renter.

The Insurance will not cover damage to the Vehicle if the Renter picks up the Vehicle prior to the time of Rental even if the damage occurred during the Rental period.

## **10. Excess and Excess reduction**

### **10.1. Principles applicable to the Excess**

Except for the specific damages mentioned in Article 9.2, the insurance Excess is the maximum a Renter pays for repairs if they are responsible for damage to the Vehicle during a Rental, or if the third party responsible for the damage is unidentifiable, or if no accident statement was signed, or the third party's insurance contract does not cover the damage. This means that if the value of the damage is lower than the Excess, only such value can be debited from the Renter's bank account. If the value of the damage is higher than the Excess, only the amount of the Excess can be debited from the Renter's bank account. The amount of the Excess depends on the category of the Vehicle and the age of the Renter. The Excess applies to damages on the exterior of the Vehicle, not on the interior.

It is reminded that in case of damage, the Claims management fees according to Article 12.5 f) will also be charged to the Renter in the event of a damage.

For Vehicles registered in France, the Renter expressly authorizes Getaround to charge the following amounts for the insurance Excess:

Categories	Eco	Comfort	Premium
<b>Vehicle damage</b>	€1,100	€1,300/	€2,0000/

<b>Fire</b>	€1,100	€1,300	€2,000
<b>Theft</b>	€1,100	€1,300	€2,000
<b>Theft with inability to return the keys</b>	€3,200	€3,200	€3,200

In France, specific Excesses may apply:

- an Excess of €2,200 per claim for any Renter who at the time of the accident has had a driving license for less than two years or was under 18 years old or for any Renter lets a third party who hasn't been registered as a secondary driver for the Rental drive the Vehicle ;
- an Excess of €3,200 per damage in case of theft of the Vehicle, or in case the Renter keeps the Vehicle outside the initial Rental period without having validated an extension online.

For Vehicles registered in Spain, Belgium, Germany, Norway or Austria, the Renter expressly authorizes Getaround to charge the following amounts for the insurance Excess:

Categories	Eco	Comfort	Premium
Vehicle damage (including glass breakage, except in Norway)	€900/ 12,000kr	€1,100/ 12,000kr	€1,700/ 12,000kr
Broken glass (only in Norway)	2,500kr	2,500kr	2,500kr
Fire	€900/ 12,000kr	€1,100/ 12,000kr	€1,700/ 12,000kr
Theft	€900/ 12,000kr	€1,100/ 12,000kr	€1,700/ 12,000kr
Theft with inability to return the keys	€3,000/ 12,000kr	€3,000/ 12,000kr	€3,000/ 12,000kr

For Vehicles registered in the UK, the Renter expressly authorizes Getaround to charge the following amounts for the insurance Excess (for Renters between 21 and 24 years old, an additional £500 will be applicable on top of the below amounts):

Categories	Eco	Comfort	Premium
<b>Vehicle damage</b>	£900	£1,100	£1,700
<b>Fire</b>	£900	£1,100	£1,700
<b>Theft</b>	£900	£1,100	£1,700
<b>Theft with inability to return the keys</b>	£3,000	£3,000	£3,000

The service provided here by Getaround is limited exclusively to:

- Requesting a pre-authorization up to the amount of the Excess on the Renter's means of payment;
- When applicable, collecting the payment of the Excess on behalf of the Car Owner through the Renter's means of payment.

By using the Platform, Users acknowledge and agree that:

- The Renter undertakes to pay up to the amount of the Excess applicable for each damage caused to the Vehicle during his Rental, and due upon the Car Owner's declaration of such damage;
- The Car Owner is paid through Getaround if the Renter's account balance permits.

## **10.2. Excess reduction**

The Renter can reduce the amount of the Excess by paying for an Excess reduction option: Plus and Premium (except in the UK where the Excess reduction option Premium is not available). These options can be added during payment, or at any time before the start of the first Rental half-day, by accessing their Account > My rentals > and selecting the concerned Rental.

The Excess reduction option is refundable up to the fourteenth day after the option has been taken out by the Renter.

In some cases, depending on certain criteria defining the level of risk associated with the contemplated Rental (such as the age of the Renter, their rental history on the Platform or the category of the Vehicle), the Excess reduction option will not be available and only the standard Excess will apply without the possibility of reducing it. Also, the Renter cannot pay for an Excess reduction option in the UK, Spain and Austria if the Vehicle is covered by an external insurance and not by the Insurance contract. The Renter can see if the Vehicle is covered by the Insurance contract thanks to the Insurance logo present in the Vehicle listing.

The Excess reduction options only cover one damage during each Rental, except in Norway and Spain where the Excess reduction options will apply to all damages during the Rental. For all other countries, if there are two damages during the same Rental, the Excess reduction option will apply to the damage with the highest repair costs and the second damage will be covered by the full Excess amount (without any reduction). Finally, the Excess reduction options do not cover the theft of the Vehicle (except in Norway where it is covered).

In all countries, if the Renter makes two consecutive Rentals with the same Vehicle or two Rentals with the same Vehicle within one month, one with Excess reduction and the other without, and a damage occurs during any of the Rentals, no Excess reduction will apply.

The details of the Excess reduction options can be found [here](#).

## **11. Payment administration and pre-authorization**

### **11.1 Payment authorization**

First of all, the Renter authorizes Getaround to collect on the credit cards used for the payment of the Rental concerned, any sums due to the Car Owner after their Rental (such as but not exclusively: Rental Price, security deposit, compensation, management fees, penalties,...) in the name and on behalf of the Car Owner. In any case, Getaround will not debit the Renter and pay the Car Owner for issues reported by the Car Owner to Getaround outside of the deadlines specified in the Terms .

Getaround uses payment service providers (Stripe only for countries other than Germany and Austria; both Stripe and Paypal for Germany and Austria) 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 a Car Owner account on the Platform leads to the automatic creation of a payment account on the Stripe Connect service of Stripe (for more information, we invite you to consult this [link](#)), in order to allow Getaround to proceed to the payment of the sums due to the Car Owner, after deduction of any sums due, for example, for Connect subscription, fuel adjustment or in the event of undue or excess debits to the Renter.

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 their 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 their Account.

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

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

## **11.2. Pre-authorization**

The Renters agree that Getaround, via its payment administration partner Stripe, will perform a pre-authorization on the Renter's bank account through their 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 Renter'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 Excess. 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 Renter. Once the Rental is ended, the total amount due by the Renter (including if any, additional fees such as late return, extra mileage, etc) is debited from the Renter'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 seventh Business Day following the end of the Rental (in case of damage during the Rental or compensations and/or fees due by the Renter, the amount can be kept up to 30 days after the Booking).

### **11.3. Late payment penalties**

Payments are due as soon as the payment request is made by Getaround. Any late payment will result in an increase of the amount due (including taxes) per 15 days period starting on the first day of delay following a written notice by Getaround. The increase is equal to 3 times the French legal interest rate effective on the billing day, unless a legitimate reason is provided by the Renter.

In addition, when the User is a professional, a 40€/£40/400 kr indemnity is due to cover the recovery costs linked to any delay in payment.

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

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

- The amount paid to the Car Owner (the "Car Owner Payout");
- The Insurance premium (details in Article 8 above);
- The Roadside Assistance premium (details in Article 9 above); and
- The service fee paid by the Renter to Getaround (the "Renter Service Fee"), as detailed below;
- The Standard Mileage Allowance as detailed below;

If the Vehicle is delivered to the Renter, the latter is informed beforehand of the specific delivery costs.

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). Additional fees will be charged to Renters (and secondary drivers in France) who are under 26 years old.

The breakdown of the Car Owner Payout is:

- The amount paid by the Renter to the Car Owner from which is deducted the Car Owner Service Fee (detailed below);
- the insurance premium paid by the Renter when the Rental is covered by the Getaround Entrepreneurs insurance or by the own Car Owner insurance;
- When applicable, the amount paid by the Renter to the Car Owner for the delivery of the Vehicle, from which is deducted the delivery admin fee (detailed below).

### **12.1. Principles governing the Car Owner Payout**

Car Owners set via their Account their reference Car Owner Payout (the "**Reference Car Owner Payout**"), which is the minimum payout they want to receive for a given daily Rental .

The Reference Car Owner Payout for one day can't be lower than the threshold fixed by Getaround (except after application of a duration discount as detailed below) in order to cover Getaround's minimum management costs to organize and assist Users with the Rentals.

Getaround proposes to Car Owners a Reference Car Owner Payout enabling them to optimize their revenue notably depending on supply VS demand and the Vehicle characteristics. Car Owners remain free not to follow Getaround's recommendations and set a different Reference Car Owner Payout

Car Owners can offer hourly Rentals and daily Rentals up to 30 days. They remain free not to offer hourly Rentals and have only daily Rental offers, thus opting-out of the hourly Rental option proposed by Getaround at any time. The price of the hourly and daily Rentals are calculated as such:

- **Hourly Rental:** a fraction of the Reference Car Owner Payout fixed by Car Owners for the concerned day will apply from one hour up to 8 hours of Rental;
- **Daily Rental:** the Reference Car Owner Payout fixed by Car Owners for the concerned day will apply for more than 8 hours of Rental and price variables mentioned below can apply.

Car Owners define the Reference Car Owner Payout depending on the period/day (according to the level of demand).

Getaround proposes duration discounts applicable to the Reference Car Owner Payout and Car Owners can adjust such discounts for 2 days, 7 days and 30 days (thus modulating the discount amounts proposed by Getaround), except in the UK where the discounts amounts cannot be amended by the Car Owner.

Getaround also proposes to Car Owners a feature named "Smart Pricing" to optimize their revenue. With this feature, Car Owners set their Reference Car Owner Payout and give Getaround a mandate to:

- optimize their Reference Car Owner Payout which will vary according to days, seasons, holidays and/or events;
- and define the discount amounts applied to the Reference Car Owner Payout depending on the duration of the Rental.

Whether with the standard price setting or with Smart Pricing:

- the duration discount remains within a range defined by Getaround and which can be found [here](#);
- the Car Owners can make any change to the Car Owner Payout directly on their calendar provided it isn't lower than the threshold fixed by Getaround (except after application of a duration discount as detailed above)

## **12.2. Mileage Allowance**

The Rental Price includes a given number of kilometers/miles than the Renter can drive during the Rental without paying any extra fees (the "Standard Mileage Allowance"):

- For one hour of Rental: 40 kilometers (24 miles in the UK);
- From two hours to one day of Rental: 60 kilometers (36 miles in the UK) for two hours of Rental with an additional 20km (12 miles in the UK) for each Rental hour thereafter, thus up to 200 kilometers (120 miles in the UK) for a day of Rental;
- From one day to 5 days of Rental: 200 kilometers (120 miles in the UK) per day thus up to 1,000 kilometers (600 miles in the UK) for 5 days of Rental;
- From 6 days to 30 days of Rental: 100 kilometers (60 miles in the UK) per day up to 2,000 kilometers (1,200 miles in the UK).

When booking, the Renter can increase the Standard Mileage Allowance by purchasing one or several optional Mileage Package(s). A Mileage Package corresponds to a predetermined and fixed number of kilometers/miles (its number cannot be amended, for example, a Mileage Package can be set for 20 or 50 kilometers/miles). The kilometers/miles included in the Mileage Package and not used by the Renter are not reimbursed. The kilometers/miles included in the Mileage Package are at a predetermined price per kilometer/mile, which depends on the category and age of the Vehicle. The Mileage Package proposed by Getaround varies according to the duration of the Rental.

- Mileage Package price per kilometer charged to the Renter (per kilometer/mile):

a) All Vehicles except campervans, mini buses, commercial vans

	France	Austria	Germany	Belgium	Spain	UK	Norway
Category "Eco"	€0.16	€0.16	€0.16	€0.16	€0.13	£0.19	3.00 kr
Category "Comfort"	€0.19	€0.19	€0.19	€0.19	€0.15	£0.21	3.50 kr
Category "Premium"	€0.25	€0.25	€0.25	€0.25	€0.20	£0.32	4.50 kr

b) Campervans, mini buses, commercial vans for all countries

	France	Austria	Germany	Belgium	Spain	UK	Norway
Category "Eco"	€0.22	€0.22	€0.22	€0.22	€0.18	£0.27	4 kr
Category "Comfort"	€0.24	€0.24	€0.24	€0.24	€0.20	£0.31	4.50kr
Category "Premium"	€0.27	€0.27	€0.27	€0.27	€0.22	£0.35	5 kr

- Share of the Mileage Package price transferred to the Car Owner for each kilometer/mile effectively driven:

a) All Vehicles except campervan, mini buses, commercial vans

	France	Austria	Germany	Belgium	Spain	UK	Norway
Category "Eco"	€0.13	€0.13	€0.13	€0.13	€0.11	£0.16	2.55 kr
Category "Comfort"	€0.16	€0.16	€0.16	€0.16	€0.13	£0.17	2.98 kr
Category "Premium"	€0.21	€0.21	€0.21	€0.21	€0.17	£0.27	3.75 kr

b) Campervans, mini buses, commercial vans for all countries



	France	Austria	Germany	Belgium	Spain	UK	Norway
Category "Eco"	€0.19	€0.19	€0.19	€0.19	€0.16	£0.23	3.40kr
Category "Comfort"	€0.21	€0.21	€0.21	€0.21	€0.17	£0.25	3.84kr
Category "Premium"	€0.23	€0.23	€0.23	€0.23	€0.19	£0.30	4.17kr

### 12.3. Getaround's Service Fees

- The Renter Service Fees

A Renter Service Fee is applied to each Rental and is paid to Getaround. The amount varies 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 Car Owner Payout and the country in which the Rental takes place. The Renters can obtain the precise amount of the Renter Service Fees by clicking on the information box next to the Rental Price before booking the concerned Rental.

- the Car Owner Service Fees

A Car Owner Service Fee is applied to each Rental and is deducted from the Car Owner Payout. The Car Owner Service Fee applicable for each Rental is indicated in the "Price" section of the concerned Vehicle page in the Car Owner's Account.

- The delivery admin fees

A delivery admin fee of 10% is deducted from the amount received by the Car Owner for the delivery of their Vehicle.

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

Getaround collects the Rental Price upon the Rental's booking when the Rental is validated between the Car Owner and the Renter, and collects any potential adjustment and compensation as set forth in Articles 10 and 11 at the end of the Rental.

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

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

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

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

## 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.

Some adjustments can be made automatically or manually by Getaround. In all cases, the Renter and/or the Car Owner have the possibility to dispute the adjustment by providing Getaround with evidence that such adjustment was not justified.

### a) Mileage

At the end of the Rental, the Car Owner and the Renter carry out a mileage check. For Connect Rentals, the mileage check is done automatically through the Connect Device.

In case the number of kilometers/miles driven exceeds the total Mileage Allowance (i.e. the sum of the Standard Mileage Allowance and the Mileage Package), the Renter will pay additional mileage fees according to a price per extra kilometer/mile determined by Getaround.

Part of the mileage fee is transferred to the Car Owner. The compensation per extra kilometer (mile in the UK) depends on the category and the age of the Vehicle. It is fixed as such:

- Total mileage fee charged to the Renter:
  - a) All Vehicles except campervans, mini buses, commercial vans

	France	Austria	Germany	Belgium	Spain	UK	Norway
Category "Eco"	€0.32	€0.32	€0.32	€0.32	€0.26	£0.38	4.50 kr
Category "Comfort"	€0.38	€0.38	€0.38	€0.38	€0.30	£0.42	5.25 kr
Category "Premium"	€0.50	€0.50	€0.50	€0.50	€0.40	£0.64	6.75 kr

- b) Campervans, mini buses, commercial vans for all countries

	France	Austria	Germany	Belgium	Spain	UK	Norway
Category "Eco"	€0.44	€0.44	€0.44	€0.44	€0.36	£0.54	6.20kr
Category "Comfort"	€0.48	€0.48	€0.48	€0.48	€0.40	£0.62	6.70kr
Category "Premium"	€0.54	€0.54	€0.54	€0.54	€0.44	£0.70	7.30kr

- Share of the mileage fee transferred to the Car Owner:
  - a) All Vehicles except campervan, mini buses, commercial vans

	France	Austria	Germany	Belgium	Spain	UK	Norway
Category "Eco"	€0.13	€0.13	€0.13	€0.13	€0.11	£0.16	2.55 kr
Category "Comfort"	€0.16	€0.16	€0.16	€0.16	€0.13	£0.17	2.98 kr
Category "Premium"	€0.21	€0.21	€0.21	€0.21	€0.17	£0.27	3.75 kr

b) Campervans, mini buses, commercial vans for all countries

	France	Austria	Germany	Belgium	Spain	UK	Norway
Category "Eco"	€0.19	€0.19	€0.19	€0.19	€0.16	£0.23	3.40 kr
Category "Comfort"	€0.21	€0.21	€0.21	€0.21	€0.17	£0.25	3.84 kr
Category "Premium"	€0.23	€0.23	€0.23	€0.23	€0.19	£0.30	4.17 kr

In case the Car Owner and the Renter have carried out the mileage check, the Car Owner has 48 hours after the Rental has ended to ask Getaround for this compensation. For Connect Rentals, the compensation will apply automatically.

**b) Fuel and in-trip charging**

- In trip charging

The Car Owner can leave a badge/token in the Vehicle to be used by the Renter during their Rental to charge the Vehicle. In that case, the Renter will bear the cost of the in-trip charging done with the Car Owner's badge/token. The Car Owner has sixty (60) days after the Rental has ended to ask Getaround to obtain from the Renter the reimbursement of the charging costs by providing the corresponding invoice. Getaround will verify the invoice and then charge the Renter with the corresponding charging cost.

- Fuel

As the cost of fuel is not included in the Rental Price, the fuel level must be checked at the beginning and at the end of the Rental to determine the amount of the fuel adjustment to be applied.

There are two ways to check the fuel level at the beginning and at the end of the Rental:

- Manually
  - In all countries except in Norway, for all non-Connect Rentals, the Car Owner indicates in the App the fuel level checked;
  - In Norway, for non-Connect Rentals, the Renter indicates the fuel level in the App and takes a picture of the gauge;

- In all countries, for all Connect Rentals without automatic fuel level checks, the Renter must indicate the fuel level in the App and take a photo of the gauge.
- Automatically by the Connect Device for Connect Rentals. If the Renter notices a difference between the fuel level collected by the Connect Device and the Vehicle's gauge, they must declare the fuel level to Getaround via the App and provide a photo of the gauge. The rules indicated on [this page](#) will be applied to determine the fuel level to be taken into account by Getaround when calculating the adjustment.

These fuel level checks are then used to determine whether the Vehicle has been returned with more or less fuel than the Rental began:

- If the Renter effectively brings the Vehicle back with more fuel than the Rental began, Getaround will reimburse the Renter of the fuel price indicated in [this article](#) and the corresponding amount will be deducted from the Car Owner Payout.
- If the Renter effectively brings back the Vehicle with less fuel than when the Rental began, Getaround will charge the Renter with the fuel price indicated in [this article](#) and will pay the corresponding amount to the Car Owner.  
In this situation, for Connect Rentals with automatic fuel level checks only, the Renter will be charged with the following missing/insufficient refill fees. Part of the fees charged will be paid to the Car Owner.

	<b>Total amount charged to the Renter</b>	<b>Compensation paid to the Car Owner</b>
<b>Missing/Insufficient refill fee</b>	£0.60 per missing liter in the UK / 0.60€ per missing liter in France, Germany, Spain, Austria and Belgium / 6 kr per missing liter in Norway	£0.40 per missing liter in the UK / 0.40€ per missing liter in France, Germany, Spain, Austria and Belgium / 4 kr per missing liter in Norway

The fuel adjustments and the fees mentioned in the table above (when applicable) apply as follows:

- For Connect Rentals with automatic fuel level checks, the fuel adjustments and the fees mentioned above apply automatically;
- For non Connect Rentals in Norway when Getaround knows the tank size of the Vehicle, the fuel adjustment applies automatically;
- For all the other Rentals, the Car Owner or the Renter have 48 hours after the Rental has ended to ask for the payment of the fuel adjustment via the App.

### **c) Tolls**

All costs associated with the use of paid roads during a Rental shall be borne by the Renter. Upon receipt of the payment notice, the Car Owner must pay the paid roads cost and any penalty for non payment as soon as possible benefiting from any discount applied. The Car Owner can request Getaround to charge the Renter for the amounts paid by sending Getaround proof of the toll and penalty costs incurred during the Renter's Rental. The Renter will not be invoiced for any increase in the toll cost if this is due to late payment by the Car Owner.

### **12.6. Compensations and associated Getaround fees**

Different types of compensation and fees can be charged against the Renter in case of various behaviors or events. Getaround acts as an intermediary for the payment of compensation fees. Payment of compensation to the Car Owner is subject to the Renter's prior payment thereof and can only be made via the Platform if the check-in and check-out procedure were correctly carried out in accordance with these Terms.

The Renter is informed that if the Car Owner provides proof of the former's liability, the Excess, compensations and penalties will be charged directly to any payment method used on Getaround by the Renter. By accepting the Terms, the Renter authorises the payment of such compensation and penalties.

In all cases the Renter and/or the Car Owner have the possibility to dispute the compensation applied by providing Getaround with evidence that the application of the compensation was not justified.

When the Car Owner uses a Service Provider for any intervention or repair, Getaround will accept the invoices provided that the price indicated on the invoice is aligned with the average market price both for the service (i.e. replacement) and for the purchased material, if any. Getaround will be all the more vigilant if the service provider is an affiliate company or a recurring partner.

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

#### **a) Late return compensation fees**

If the Renter fails to return the Vehicle within the first 30 minutes following the agreed return date and time, they will be liable for the following late return compensation fees paid to the Car Owner:

	Total amount charged to the Renter	Compensation paid to the Car Owner
Late return fee per started hour beyond the initially scheduled time	£15 in the UK / 15€ in France, Germany, Spain, Austria and Belgium / 150 kr in Norway	£10 in the UK / 10€ in France, Germany, Spain, Austria and Belgium / 100 kr in Norway

Getaround grants a tolerance for the first 30 minutes after the time initially agreed by the Car Owner and the Renter for the end of the Rental, and does not apply the late return fee during that period.

Outside that tolerance, the late return fee applies from the time initially agreed the Car Owner and the Renter for the end of the Rental, and a started hour is an invoiced hour: from one minute beyond the end time of the Rental initially agreed between the Car Owner and the Renter, the hourly late return fee will be charged to the Renter. The late return fee applies up to a maximum of 24 hours (i.e. the maximum total late return fee charged to the Renter is 360€/£360/3.600 kr and the maximum total late return compensation paid to the Car Owner is 240€/£240/2.400 kr). After this period, the Car Owner shall declare the theft of the Vehicle as per Article 9.4

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).

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

- If the Renter returns the Vehicle at 6:13 P.M. on the same day, the Renter will not owe any late return fee.
- If the Renter returns the Vehicle at 10:17 PM on the same day, he will owe a late return fee of 5 hours x £15 (or 15€ or 150 kr) = £75 (or 75€ or 750 kr) (including £50 (or 50€ or 500 kr) paid to the Car Owner), plus 5 additional rental hours

In the event of a delay of more than one (1) day, **the Car Owner must report the Vehicle as stolen to the relevant authorities and must inform Getaround immediately.**

The Car Owner has 48 hours after the Rental has ended to ask for this compensation for Rental without Getaround Connect. For Rentals with Getaround Connect, the compensation is applied automatically unless the Car 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 Car Owner) for smoking in a non-smoking Vehicle is applicable as follows:

	Total amount charged to the Renter	Compensation paid to the Car Owner
Compensation fee for smoking in a non-smoking Vehicle	£30 in the UK / 30€ in France, Germany, Spain, Austria and Belgium / 500 kr in Norway	£25 in the UK / 25€ in France, Germany, Spain, Austria and Belgium / 450 kr in Norway

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 Car Owner or the following Renter. The Car Owner has 48 hours after the Rental has ended to ask for this compensation.

**c) Compensation fees related to Vehicle cleanliness**

A Compensation fee (paid to the Car 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 Renter	Compensation paid to the Car Owner
Compensation fee in case of Small soiling	£10 in the UK / 10€ in France, Germany, Spain, Austria and Belgium / 150 kr in Norway	£10 in the UK / 10€ in France, Germany, Spain, Austria and Belgium / 150 kr in Norway
Compensation fee in case of Medium soiling	£25 in the UK / 25€ in France, Germany, Spain, Austria and Belgium / 350 kr in Norway	£20 in the UK / 20€ in France, Germany, Spain, Austria and Belgium / 300 kr in Norway
Compensation fee in case of Large soiling	£70 in the UK / 70€ in France, Germany, Spain, Austria and Belgium / 800 kr in Norway	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium / 600 kr in Norway

The Car 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**

A management compensation fee for driving/parking tickets or unpaid parking invoice received by the Car Owner, whether issued by a public authority, private company, a landowner or a public body, when committed during the Rental, is applicable in addition to the amount of the ticket/invoice:

	For Vehicles registered in the UK	For Vehicles registered France, Germany, Spain, Austria and Belgium	For Vehicles registered in Norway
Compensation fee for the management of ticket notices	£35 (includes a £5 Getaround Service fee)	€15 (includes a €4.50 Getaround Service fee)	150 kr (includes a 45kr Getaround Service fee)

In Norway, the management compensation fee does not apply when the Renter parks in a car park which automatically charges the Car Owner (e.g. after reading the Vehicle's plate number).

If the Vehicle is impounded under the Renter's responsibility, any associated costs will be charged to the Renter.

The management fee applies to each offence or traffic violation or unpaid parking invoice reported by the Car Owner.

The Car 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 Renter if such documents are provided by the Car Owner more than 1 year later or if the documents do not enable to identify precisely during which Rental the offence/violation was committed. In this situation, the Car Owner will have to dispute the offence/traffic violation or the unpaid parking invoice directly with the parking company/administration/public body/landowner and they will have to recover this compensation from the Renter her/himself.

In case of a ticket in Spain when the Renter is not Spanish : in all cases, the Renter shall bear the costs for the ticket (Getaround will debit the Renter and then repay the Car Owner).

- ticket without loss of points: the Car Owner will be responsible for resolving the ticket with the authority;
- ticket with loss of points: the Car Owner will be responsible for resolving the ticket with the authority, including providing the requested information to resolve it. If the Car Owner does not possess some document or information relating to the Renter, they 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 Renter within a 400 meter radius of the location indicated in the Rental page in the App (i.e. the location where the Renter picked up the Vehicle, unless another return location is indicated in the return instructions given by the Car Owner or is expressly requested by the Car Owner and accepted by the Renter). To compensate the Car Owner for having had to bring the Vehicle back to its Listing's location, the following compensation and fees will apply, provided it is requested by the Car Owner through Getaround's contact page within 48 hours following the end of the Rental (n.b. distance is calculated based on air distance and not based on driving/walking route) :

Checkout distance from agreed location	Total amount charged to the Renter	Compensation paid to the Car Owner
400m to 1.99km (400m to 1.99 miles in the UK)	£35 in the UK / 35€ in France, Germany, Spain, Austria and Belgium/ 350 kr in Norway	£20 in the UK / 20€ in France, Germany, Spain, Austria and Belgium / 200 kr in Norway
2km to 9.99km (2 miles to 9.99 miles in the UK)	£90 in the UK / 90€ in France, Germany, Spain, Austria and Belgium / 900 kr in Norway	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium / 500 kr in Norway



10km to 19.99km (10 miles to 19.99 miles in the UK)	£190 in the UK / 190€ in France, Germany, Spain, Austria and Belgium / 1900 kr in Norway	£100 in the UK / 100€ in France, Germany, Spain, Austria and Belgium / 1000 kr in Norway
More than 20km (more than 20 miles in the UK)	- £ 260 in the UK / € 260 in France, Germany, Spain, Austria and Belgium / 2.600 kr in Norway - OR actual repatriation cost + £60/ €60 / 600kr <b>whichever is the highest</b>	- £200 / €200 / 2.000 kr - OR actual repatriation costs <b>whichever is the highest</b>

If the Vehicle is parked in a specific private parking spot for which the Car Owner pays a fee to park their Vehicle, the Vehicle must be brought back by the Renter on the exact same parking space as indicated in the Rental page in the App, unless if the Renter can prove it was technically impossible to park it there (e.g. another car was already parked on the private parking spot, it was impossible to enter the parking, ...) or unless another location is indicated in the return instructions given by the Car Owner or is expressly requested by the Car Owner and accepted by the Renter. Otherwise, the following compensation and fees will apply, provided it is requested by the Car Owner through Getaround's contact page within 48 hours following the end of the Rental (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 Renter	Compensation paid to the Car Owner
Parked in the proper parking lot but not on the exact parking space	£35 in the UK / 35€ in France, Germany, Spain, Austria and Belgium / 350 kr in Norway	£20 in the UK / 20€ in France, Germany, Spain, Austria and Belgium / 200 kr in Norway
Outside the parking to 1.99 km (1.99 miles in the UK)	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium / 500 kr in Norway	£30 in the UK / 30€ in France, Germany, Spain, Austria and Belgium / 300 kr in Norway
2km to 9.99km (2 miles to 9.99 miles in the UK)	£90 in the UK / 90€ in France, Germany, Spain, Austria and Belgium / 900 kr in Norway	£50 in the UK / 50€ in France, Germany, Spain, Austria and Belgium / 500 kr in Norway
10 km to 19.99km ( 10 miles to 19.99 miles in the UK)	£190 in the UK / 190€ in France, Germany, Spain,	£100 in the UK / 100€ in France, Germany, Spain,

	Austria and Belgium / 1900 kr in Norway	Austria and Belgium / 1000 kr in Norway
More than 20km (more than 20 miles in the UK)	- £ 260 in the UK / € 260 in France, Germany, Spain, Austria and Belgium / 2.600 kr in Norway - OR actual repatriation cost + £60/ €60 / 600kr <b>whichever is the highest</b>	£200 / €200 / 2.000 kr OR actual repatriation costs <b>whichever is the highest</b>

### **f) Management fees**

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

- In the event of a claim filed by the Car Owner against Getaround regarding a damage caused to the Vehicle, the Renter may be liable for a claims management fee to Getaround.
- For any breakdown following normal use of the Vehicle by the Renter, the Car Owner is liable for a Breakdown management fee to Getaround.  
The Breakdown Management fee is applied against the Renter if they are held responsible for the breakdown according to the report of an expert commissioned by the Car Owner. The Car Owner will pay for the costs of the expert's report but if the Renter is found liable of the breakdown, the costs for the expert's report will be charged to the Renter in order to reimburse the Car Owner.
- In case of Pilot Error (such as wrong fuel- except in Norway, empty tank, lost/broken keys), the Renter will be liable for a Pilot Error management fee to Getaround.

	For Vehicles registered in the UK	For Vehicles registered France, Germany, Spain, Austria and Belgium	For Vehicles registered in Norway
Claims management fee	£40	€40 (€0 if Premium Excess reduction option is taken)	400 kr (0 kr if Premium Excess reduction option is taken)
Breakdown management fee	£90	€90	900 kr
Pilot Error management fee	£200	€200	2,000 kr

## **13. Geolocation and dashcams**

### **13.1. Geolocation with the Getaround Connect Device**

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

Getaround is also entitled to geolocate the Vehicle during a Rental if an issue appears preventing its operation (e.g. Getaround 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.

Getaround has set up restrictions in its Getaround Connect Device to protect the data privacy of the Renter of a Vehicle. The Car Owner undertakes not to use the Getaround Connect Device to try to access, store or view the private data of a Renter of the Vehicle.

### **13.2. Dashcams**

Car 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 Renters 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 Car Owners to ensure claims are processed efficiently and to protect Renters from being liable for undue third party claims. Car 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 (criminal sanctions may apply according to article 226-22 of the French penal Code).

Car 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.

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

## **14. Vehicle branding**

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

Branding the Vehicle is subject to the Car 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 Renter 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 Car Owner himself/herself. When done by Getaround, it is free of charge for the Car Owner, provided that the latter respects the installation and removal appointments set by Getaround. The Renter 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 Car Owner less than two (2) working days before the scheduled appointment, Getaround will charge €100 / £100 for the UK / 1,500kr for Norway 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 Car Owner shall be fully responsible for the installation and removal of the branding devices when done by them.

The branding of the Vehicle will not give the right to any compensation for the Car 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 Car 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 Car Owner.

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

In case of removal of the branding devices by the Renter, the Car 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 Car Owner.

## **15. Taxes**

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

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

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

## **16. Intellectual Property**

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.

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 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.

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 their Account without notice if the User does not comply with all or any of the obligations specified above, without prejudice to any damages that may be due to Getaround or any other remedy that may be used against the User.

In order to permit the provision of the Services and in accordance with the purpose of the 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 Renters, 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.

## **17. Liability**

**17.1.** 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.

**17.2.** Getaround can in no case guarantee the solvency of Users, including the Renters, even when the pre-authorization is used. The Users must check the identity of their contact (Car Owner or Renter, respectively), the documents of the Car Owner's Vehicle, and the Renter'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 Car Owners with Renters. 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 Renter or the Car 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 or the so-called *Gewerbeordnung 1994* Austrian Law.

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

## **18. 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.

## **19. Right of withdrawal**

Pursuant to Article 16 (l) of the EU Directive on consumer rights No. 2011/83/EU and its respective local applications, Users do not have the right of withdrawal provided for distance and off-premises agreements, with the exception of the Excess reduction option as indicated in Article 10.2 above.

## **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.

Any proven fraud or attempted fraud (eg identity theft, providing false information, bank card misappropriation, Vehicle theft, Rental outside the Platform following contact via Getaround,

etc.), may lead to the exclusion of the User, without prejudice to Getaround's right to take all necessary legal action against this User. A User may also be temporarily or permanently excluded if their Account contains information similar or identical to that of a User who has been excluded (for example, in the case of an IP address identical to that of a User who has been excluded for fraud).

Getaround reserves the right to temporarily or permanently remove access to the Service, either with immediate effect due to the seriousness and/or repetition of the event, or after sending warnings or formal notices which did not lead to compliance, for the Users who fail to comply with the rules or obligations defined in the present Terms in relation to:

- the eligibility conditions applicable to the User,
- the content of the Listing,
- the maintenance of the Vehicle or its parking,
- Insurance,
- the payment of amounts due (including the Rental Price, subscriptions, adjustments, compensations and penalties),
- driving of the Vehicle by an authorised person,

as well as in the event of:

- aggressive or abusive behaviour towards a User, Getaround and/or its employees,
- excessive, abusive and/or repeated cancellations (in particular if the Car Owner cancels a Rental due to any type of discrimination based on the Renter's race, sexual orientation, origin, etc., which the Car Owner has expressed towards the Renter), parking/driving tickets or damages,
- breach of an agreement with the Renter and/or Getaround,
- proposal of a service other than those strictly linked to the Rental (such as a chauffeur), or

rules imposed by the Car Owner himself on the Renter which contravene those of Getaround.

If a User's access to the Services is suspended, or if such User is excluded from the Platform, scheduled Rentals will be cancelled. The defaulting User will be charged the corresponding cancellation fees if any, and they may not be paid for the outstanding amount due for its Rentals, by way of compensation. Excluded Users are no longer able to rent a Vehicle or post a Listing on the Website/App for the duration of the exclusion. The conditions relating to the processing of personal data in case of exclusion set out in our Privacy Policy.

Users may, at any time and without cause, stop using the Service by closing their User account.

## **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, in particular to comply with any changes in Getaround's Services or any legal, jurisprudential, editorial and / or technical changes. Getaround will notify Users before the amended Terms come into effect. 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 Car Owner (either expressly or automatically if Instant Booking is activated).

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 company, mandate, or representative or employer-employee relationship between the Parties.

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

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

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

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

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

### **24. Applicable law, jurisdiction, and mediation**

The Terms are subject to French law.

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

If after discussion with Getaround, an amicable solution has not been found, any User qualifying as a consumer as per the French Consumer Code may submit any claims relating to the Platform to the following mediation bodies:

- If the User is living in a country member of the Union Europea: they can file a complaint on the dispute resolution platform published by the European Commission available [here](#). The European Commission will then forward their complaint to the relevant nation mediators;
- If the User is living in Norway: they can file a complaint on the dispute resolution platform posted by Forbrukerrådet available [here](#). Forbrukerrådet will forward your complaint to the relevant national mediators.
- If the User is living in France: in accordance with with Article L.616-1 and R.616-1 of the French Consumer Code, you can file a complaint to the CNPM (a mediation body selected by Getaround) directly on its [website](#) or by post writing to CNPM - MEDIATION - CONSOMMATION - 27 avenue de la libération - 42400 Saint-Chamond.

For all professional Users, when no amicable solution has been found after discussion with Getaround, they can submit any claims relating to the Platform to the following mediation bodies:

- For professional Users living in France: they can file a complaint to the Médiateur des entreprises [here](#). Le Médiateur des entreprises will appoint a mediator to deal with your complaint.
- For all other professional Users: they can file a complaint to the Centre for Effective Dispute Resolution (“**CEDR**”) [here](#). CEDR will appoint a mediator to deal with your complaint.

Any dispute with a User that cannot be resolved amicably will be filed with the court having jurisdiction where the contract was concluded or where the damage occurred.