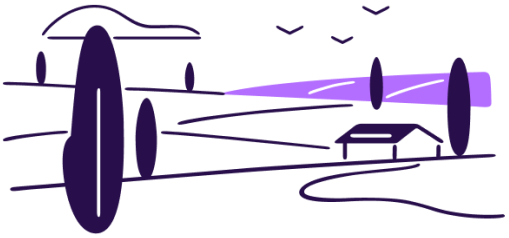
Terms of use and service

Thank you for using Getaround!
We're so happy to have you as part of our community, united by a shared ambition:
to make mobility more accessible and sustainable through the development of carsharing.

These terms of use and service ("**Terms**") describe the terms and conditions that govern your use of the Platform and all associated Services and constitute a legally binding agreement between you and Getaround.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. YOU UNDERSTAND AND AGREE THAT GETAROUND IS A PLATFORM CONNECTING PEOPLE TO RENT CARS AND NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN OWNERS AND DRIVERS, NOR IS A TRANSPORTATION SERVICE, AGENT, OR INSURER. GETAROUND HAS NO CONTROL OVER THE CONDUCT OF OWNERS OR DRIVERS AND OTHER USERS OF THE SERVICE AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

These Terms supplement the Privacy Policy, the Cookies Policy, the Insurance and Roadside assistance conditions and the Transparency policy. By accessing the Platform or using the Service, you signify that you have read, understood and agree to be bound by these Terms.



Version published on November 20, 2026 and effective as of December 7, 2026

TABLE OF CONTENTS

1. Definition
2. Access and eligibility
2.1. Eligibility conditions applicable to Owners
2.1.1. Eligibility conditions of the Owners
2.1.2. Owner's profile verification
2.2. Eligibility conditions applicable to Drivers
2.2.1. Eligibility conditions of the Drivers
2.2.2. Driver's profile verification
2.3. Conditions applicable to Cars
2.3.1. Eligibility conditions of the Cars
2.3.2. Car branding
2.3.3. Dashcam
2.4. Penalties and exclusion
2.4.1. Sharing account penalties
2.4.2. Exclusion of the User
2.4.3. Suspension of the Listing of the Car
3. Getaround Connect Service
3.1. Eligibility conditions application to the Cars
3.2. Owner's obligations
3.3.Ownership of the Getaround Connect Device
3.4. Geolocation with the Getaround Connect Device
3.5. Technical responsibility
3.6. Getaround Connect Service costs
3.6.1. Security deposit
3.6.2. Getaround Connect Service Subscription cost
3.6.3. Appointment organization and fees
4. Obligations of the Owner
4.1 Listing general rules
4.2 Car description and inspection
4.3 Car parking rules
4.4 Specific conditions indicated in the Listing
4.5 For electric Connect Vehicle
5. Getaround for Business
6. Booking process
6.1. Booking option
6.2. Additional options
6.2.1. Additional mileage
6.2.2. Secondary drivers
7. Cancellation and modification of the Rental
7.1. Cancellation of a Booking by the Driver
7.2. Cancellation of a Booking by the Owner
7.3. Cancellation of a Booking by Getaround
7.4. Dispute of grounds for cancellation
7.4. Modification of the Rental
8. Pre-rental and post-rental inspections
8.1. User identity verification
8.2. Car inspection
8.3. Rental Agreement verification and signature
9. Rules and fees applicable to the Rental
9.1. Car location at the end of the Rental
9.2. Date and time of return
9.3. Fuel and energy level
9.4. Mileage
9.5. Cleaning and smoking fees
9.6. Driving and parking costs
9.7. Toll roads
9.8. Electric Getaround Connect Vehicle
10. Insurance and roadside assistance
10.1. Insurance
10.1.1. Insurance coverage
10.1.2. Insurance exclusion or forfeiture
10.1.3. Protection coverage
10.1.4. Protection exclusion
10.1.5. Specific Deductibles and other charges
10.2. Roadside assistance
11. Damages
11.1. Reporting a damage or theft
11.2. Existence of the damage and attribution to a specific Rental
11.3. Damage compensation
11.3.1. Assessment of the damage value
11.3.2. Application of a damage compensation grid
11.4. Specific rules
11.4.1. Punctured tires
11.4.2. Broken clutch
11.4.3 Breakdown, engine failure or any other non-visible damage
11.5. Management fees for claims and specific damages
11.6. Financial guarantees for the Owner
12. Financial conditions
12.1. Driver's payment
12.1.1. Security deposit
12.1.2. Booking Price
12.1.3. Driver service fees
12.2. Owner Earnings
12.2.1. Price setting by the Owner
12.2.2. Payment of the Owner earnings
12.2.3. Owner service fees
12.2.4. Delivery admin fees
12.2.5. Taxes
12.3. Late payment penalties
13. Getaround Entrepreneur Program
14. Messages and review exchanges through the Platform
15. Intellectual Property
16. Liability
17. Availability of the Platform and Services
18. Right of withdrawal
19. Personal data
20. Modification of the Terms
21. Miscellaneous
22. Applicable law, jurisdiction, and mediation
Appendix 1 - Getaround Entrepreneur Program

1. Definition

To understand each other better, let's use the same words:

Account
refers to the private area of the Platform reserved to each User.

App
refers to the Getaround application downloaded by the Users on their mobile phone (whether Android or Ios).

Booking
refers to the request for reservation of a Car made by a Driver through the Platform.

Car
refer to any vehicle registered by an Owner on the Platform (more specifically designated as "Electric Vehicle" when the Car is electric).

Driver
refers to an individual registering on the Platform to rent a Car via the Platform.

Deductible (or Protection)
refers to the maximum amount the Driver will pay for any damage caused to the Car when it is covered by the Insurance.

Getaround, we, us or our
refers to Getaround, a simplified joint stock company, capital of 1,300,000 €, 35 rue Greneta 75002 Paris, France, registered in the Paris trade and companies under number 522 816 651.

Getaround Connect Service
refers to the service that enables the Rental to be managed with the App, without the Owner and Driver having to meet to exchange the keys.

Getaround Connect Device
refers to the telematic device that Getaround can install at the Owner's request in certain Cars, which enables the functioning of the Getaround Connect Service.

Insurance
refers to the insurance covering the Rental.

Key Exchange Rentals
refers to Rentals where the Users meet so the Owner can hand the keys over to the Driver.

Listing
refers to the advertising of the Car on the Platform comprising photos and relevant information about the Car and the Rental.

Owner
refers to a legal or natural person registering on the Platform to rent out a Car via the Platform.

Platform
refers collectively to the Website and the App.

Rental
refers to the rental of a Car via the Platform.

Rental Agreement
refers to the pre-rental and post-rental inspection information, whether completed through the App or on a paper form generated by Getaround.

Roadside Assistance
refers to services to assist the Driver when the Car has suffered a mechanical failure or a damage during the Rental that prevents the Car from being driven.

Services
refers to all services made available to Users by Getaround on the Platform.

User
refers to a natural or legal person using the Services.

Website
refers to the websites enabling access to the Services, namely be.getaround.com, de.getaround.com, es.getaround.com, fr.be.getaround.com, fr.getaround.com or no.getaround.com

Unless the context otherwise demands, words importing any gender shall be interpreted to mean any or all genders and the currency is the one used in the country where the Car is registered.

2.
Access and eligibility



To register on the Platform, all Users must:

- hold a driver's license that is valid in the country where the Car is rented
- when registering as a company, be a duly organized and validly existing business in good standing under the laws of the country where it is registered. In the latter case, the User must provide all required information relating to their business (i.e. company name, national/organization number[1]);
- be able to enter into legally binding contracts;
- be registered under their true identity and provide their true home address;
- have a smartphone with data connection and compatible with the App;
- provide a telephone number where they can be reached (prepaid SIM are not allowed);
- not create several Accounts;
- comply with the eligibility conditions of the Owners or Drivers set out below.

Getaround will ask the Users providing information and/or documents to carry out the verification of their profile as detailed below. If any of the required elements of verification is unclear or unsuitable, additional documents and/or information and/or a new selfie via the App just before the start of the Rental, may be requested by Getaround. If the User does not provide the requested elements or if the identity doesn't match the identity documents/selfie sent, all scheduled Rentals will be canceled at the User's costs and their Account will be restricted (temporarily or permanently) by Getaround.

The User must keep their log-in credentials (i.e. user name and password) confidential. If the User's log-in credentials have been lost or disclosed, the User must promptly inform Getaround who will then cancel and/or immediately update the credentials. Until Getaround has been notified of the loss or disclosure of the User's login credentials, 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.

Users may, at any time and without cause, deactivate (temporary or permanently) their Listing(s) and/or close their Account.

2.1. Eligibility conditions applicable to Owners

2.1.1. Eligibility conditions of the Owners

Owners may only offer for rental Cars that they own or that they are authorized to rent on the Platform (via a written authorisation from the owner of the Cars or from their leasing company) and in such case, Getaround will consider them as being the Owner of the Car as defined in the present Terms.

[1] NIF in Spain, SIREN in France, UID-Nummer in Germany, RPR/RPM in Belgium, organization number in Norway.

Owners having a registered company for the rental of Cars cannot rent via a private owner Account on the Platform.

2.1.2. Owner's profile verification

According to the customer due diligence imposed to Stripe (i.e. our partner managing the financial flow relating to the Rentals) by the financial and monetary code (the "**Customer Due Diligence**"), Getaround will conduct an identity check of the Owner when the latter has made a cumulative income of €1,000 / 10,000kr through renting out Cars during the year.

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

- A valid copy of their identity documents;
- A proof of address dated less than 3 months;
- A copy of the registration certificate of the Car(s) (except in Norway).

Payments to the Owner and the Listing of their Cars will be suspended until the Owner's identity has been verified.

2.2. Eligibility conditions applicable to Drivers

2.2.1. Eligibility conditions of the Drivers

Drivers must comply with all the following conditions:

- Meet the minimum age requirements as defined below :

To drive in	**Economy**	**Comfort**	**Premium**	**Prestige**
Norway	20 years	20 years	25 years	30 years
Other countries (except in France where no restriction applies)	21 years	25 years	28 years	NA

- Hold a driver's license that (considering that in case of discrepancy, these rules prevail over the minimum age mentioned above):
  - is valid in the country where the Car is rented;
  - hasn't been revoked within the past two years;
  - they have held for at least the following number of uninterrupted years :

To drive in	**Economy**	**Comfort**	**Premium**	**Prestige**
France	2 years	5 years	7 years	10 years
Other countries (except in Norway where no restriction applies)	2 years	2 years	3 years	NA

- To rent a Car in the Prestige category in France, Drivers must have already made a Rental via the Platform without having personally caused a significant damage to the Car;

- Must pay with a means of payment in their own name which is valid and accepted on the Platform (accepted means of payment are indicated when you book);
- Must not be medically unfit to drive;
- In France, where the Driver and/or any secondary driver doesn't hold a driving license issued by an EU country or an international driving permit, their driving license must be provided with a certified translation.

2.2.2. Driver's profile verification

❖ In all countries and in Norway when the Driver doesn't have a Norwegian driving license:
The Driver must send via the App a photo (front and back) of their driving license, their I.D. card (only if the Driver has a paper or a non E.U. driving license), and a video of them with specificities required in the App.

Getaround may also ask the Driver to take a specific selfie or a video of themselves, via the App, in front of the Car before starting the pre-rental inspection process, if we have information leading us to legitimately doubt of their identity. This suspicion is based on the accumulation of several data about the Car, the Booking and the Driver's profile (history on the Platform, profile description and driving license experience). If the identity doesn't match the identity documents provided by the Driver during their profile verification, the Rental will be canceled at the Driver's costs and their Account will be blocked.

❖ In Norway when the Driver has a Norwegian driving license

- **Identity verification**
  Getaround will carry out the verification of their identity via the "BankID verification" when creating their Account.

- **Driving license verification**
  It is carried out via the Statens Vegvesen (the Norwegian Public Roads Administration).

- **Credit check verification**
  Given that the Platform includes a payment system, at the moment of the Driver's first Booking,Getaround will ask Dun & Bradstreet (AS, PO Box 1419 Vika, 0115 OSLO Organization number: 975 374 939) the Driver's credit score.

  To be able to rent on the Platform, the Driver must have a minimum credit score of 14 out of 100 (i.e. the score is based on the Driver's history of payments whatever the online or offline commercial payment system). Otherwise they won't be able to rent a Car on the Platform.

  In the event the Driver has locked their credit score on Dun & Bradstreets' website, the Driver must contact Dun & Bradstreet at dnbeu-resepsjonen@dnb or unlock it directly from their Dun & Bradstreet account. Once the credit score is unlocked, the Driver must inform Getaround and ask for another credit check verification.

  Getaround will carry out this credit check verification every 3 years.

2.3. Conditions applicable to the Cars

The Cars are divided into categories (Economy, Comfort, Premium and - for certain countries - Prestige) depending on model and age (as well as horsepower in Norway). The classification of a Car can evolve based on those criteria.

In addition to the conditions mentioned in the Terms, the Owner who wants to register a natively connected Car must comply with the Natively Connected Cars' specific terms.

2.3.1. Eligibility conditions of the Cars

To be listed on the Platform, Cars must comply with all of the following conditions:

- have weight less than 3.5. T;
- have 4 wheels;
- have a size/volume up to 13m3;
- have a mileage of less than 200,000 kilometers at the registration on the Platform (specific conditions for Connect Vehicles in article 3.1);
- have an accident statement form in the Car;
- have a current value below €50,000 for Economy, Comfort and Premium categories and €75,000 for Prestige category (except in Norway where no restriction applies);
- have a final/permanent registration certificate;
- be strictly less than 15 years old according to the registration card at the registration on the Platform (specific conditions for Getaround Connect Cars in article 3.1);
- be left-hand wheeled;
- be a passenger Car (in France, the mention VP or CTTE must be on the registration card), a light commercial Car, a campervan or a motorhome (only in Norway);
- the Owner must possess at least two sets of door and ignition keys of the Car;
- be able to carry a maximum of 9 persons including the Driver (buses are not allowed);
- be offered for rent in the following countries: Belgium, Germany France (Metropolitan and La Réunion), Norway, Spain (excluded Ceuta and Melilla).
- be registered in the country where it is
- be regularly maintained and serviced according to the manufacturer's recommendations;
- be in compliance with laws and regulation;
- have all the required safety equipment or those normally expected to be able to use the Car safely in the country of registration (such as snow scraper, summer and winter wheels ,..);
- all of the Car's equipment must, to the best of the Owner's knowledge, be in good working order, including tyres, brakes, headlights, other lights, steering, and seat belts and with no malfunction that could affect expected and/or normal enjoyment when renting (e.g. broken air conditioning, blocked window);
- have any tolling device removed when the Car is rented on Getaround (except in Norway where the tolling device should not be removed);
- be up-to-date with its technical inspection[2]. If the Car is awaiting a follow-up inspection, it cannot be registered until this follow-up inspection even if it may be driven legally;
- have the mandatory annual insurance coverage in the country where the Car is rented with at least third-party insurance (i.e. damage caused to a third party by the driver of the Car) and not excluding carsharing activities. "Parking" or "garage" insurance policies are insufficient;
- for Teslas rent with Getaround Connect Service, have the "PIN to drive" feature

[2] Contrôle technique in France, Contrôle technique or Autokeuring in Belgium, Hauptuntersuchung in Germany,, Inspección Técnica de Vehículos in Spain, "EU-kontroll" in Norway

offered for rent and not be registered under a diplomatic or consular plate;

enabled in the Car, and the current effective PIN code must be communicated to Getaround at all times.

In France only
Getaround can accept antique Cars 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.

Even if all the above criteria are met, Getaround reserves the right to refuse any Cars for technical reasons (Car age, mileage, value or obvious decrepit state) or in case of an excessive insurance risk (e.g. significant engine horsepower).

2.3.2. Car branding

Getaround may propose to Owners to brand their Car with Getaround stickers or other branding devices (the "**Getaround Branding**").

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

The installation and removal of the Getaround Branding can be done by Getaround or by the Owner themself. When done by Getaround, it is free of charge for the Owner, provided that the latter respects the installation and removal appointments set by Getaround.

If the Owner cancels the appointment for the installation or removal of the Getaround Branding less than 2 business days before the scheduled appointment, Getaround will charge €120 / 1,500 kr as compensation.

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

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

Getaround Branding will not give the right to any compensation for the Owner, unless otherwise agreed in writing with Getaround.

The Driver is not authorized to remove the Getaround Branding. If the Driver removes the Getaround Branding, they will be charged for the replacement cost, and any potential damage caused when proceeding with that removal. The Owner shall make its best efforts to obtain their replacement in a timely manner, otherwise Getaround will be entitled to put an end to any preferential commercial conditions that Getaround might have granted them.

If Owners wish to add their own brand to the Car, it requires Getaround's prior approval and it should be only in addition to the Getaround brand

2.3.3. Dashcam

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

The Dashcam is an event-triggered safety device: video recording storage only takes place when an incident occurs (hard acceleration/braking/cornering, collision or distraction).

Records may be shared with Getaround and the Insurance by Owners to help determine more precisely each party's liability and to protect Drivers from being liable for any undue third party claim.

When listing a Car equipped with a Dashcam, Owners undertake to :

- ➜ delete the Dashcam's 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).
- ➜ not use the Dashcam for any purpose other than that described in this Article.

Drivers are in no manner allowed to disable or remove the Dashcam, or attempt to do so, and more generally do anything whatsoever to the Dashcam. Drivers will be held liable for the cost of replacement of the Dashcam in case such actions, or attempted actions, take place.

2.4. Penalties and exclusion

2.4.1. Sharing account penalties

If a User shares their access codes to the Platform to any third party, whether for a paid use or for free, Getaround will charge a penalty of €500/5.000kr, without prejudice to Getaround's right to exclude the User from the Platform and to take all necessary legal actions against them.

2.4.2. Exclusion of the User

Any proven or attempted criminal offense or fraud (e.g. identity theft, providing false information, credit card theft, Car 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 (e.g., 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 Users who don't comply with the rules or obligations defined in the Terms as well as any applicable laws or regulation in relation to:

- the eligibility conditions applicable to the User,
- the content of the Listing,

- the maintenance of the Car or its parking,
- Insurance,
- the payment of amounts due (including the Booking Price, subscriptions, adjustments, compensations and penalties),
- driving of the Car by an authorized person,

as well as in the event of:

- aggressive, inappropriate, disrespectful or abusive behavior towards a User, Getaround and/or its employees. In particular, any comments that are threatening, aggressive, racist, xenophobic or revisionist, any content inciting racial hatred or violence, as well as any obscene messages,;
- All of part of the following actions is excessive, abusive and/or repeated :
  - cancellations (in particular if the User cancels a Rental due to any type of discrimination based on the User's race, sexual orientation, origin, etc., which the User has expressed towards the other User),
  - parking/driving tickets;
  - damages, late return;
  - return of the Car far from its return address;
  - return of the Car with mess.
- breach of an agreement with the other User and/or Getaround,
- proposal of a service other than those strictly linked to the Rental (such as a chauffeur), or
- rules imposed by the Owner themself to the Driver which contradict those of Getaround:
- breach of the referral program conditions.

If a User's access to the Services is suspended, or if such User is excluded from the Platform, scheduled Rentals will be canceled. The defaulting User will be charged the corresponding cancellation fees if any, and if needed they won't be paid their Owner Earnings by way of compensation. Excluded Users are no longer able to rent out a Car or List one on the Platform for the duration of the exclusion. The conditions relating to the processing of personal data in case of exclusion are set out in our Privacy Policy.

2.4.3. Suspension of the Car Listing

Getaround reserves the right to temporarily suspend the Listing of any Car that:

- is no longer active on the Platform (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 were not accepted by the Owner). If the Owner wants to continue renting their Car, they must reactivate the Car Listing from their Account;
- has received several Rental requests that were not consulted by the Owner. The Car will automatically appear again in the search 7 days after its suspension;
- does not comply with the Terms and/or any applicable laws or regulations;
- does not in reality match what is presented in the Listing (e.g. announced features are missing, Listing pictures significantly differ from the real state of the Car);
- presents a risk of breakdown or for the Driver's safety (depending on the gravity of the risk, the Rentals already booked at the time of the deactivation will be maintained or cancelled).

For these last 3 cases, suspension is waived when the Owner has remedied the situation causing the suspension.

Getaround reserves the right to permanently delete the Listing of any Car that has reached a mileage of 250,000 kilometers and/or are 15 years old according to their registration card (Rentals already booked by the time this limit is reached may be made if the Car doesn't create a risk for the Driver's safety).

3.
Getaround Connect Service



Getaround offers to equip one or more of the Cars with the Getaround Connect Device which allows the User to rent Cars without having to physically meet them (the "**Getaround Connect Service**"). More information on how the Getaround Connect Service works is provided here.

The Getaround Connect Device shall be used by the Owners solely for the purpose of enabling the rental of the Car on the Platform, which shall exclude any other use such as the rental on another carsharing platform.

3.1. Eligibility conditions application to the Cars

The eligibility of the Car to the Getaround Connect Services depends notably on:

- the age (be 13 years old or less. Only the year of registration will be taken into account to consider whether or not the Car met that condition);
- the mileage (less than 200,000 for utility Cars only and 150,000 kilometers for other Cars);
- the location of the Car (areas with a very low demand rate might be non-eligible to Getaround Connect Device installations) ;
- the Car model and its release year.

The Owner must verify the eligibility of their Car here before requesting the installation of the Getaround Connect Device.

Depending on the location of the Car, the Owner will be contacted by Getaround's customer support or will have to contact Getaround Connect's partner to organize the installation appointment.

If the Owner provides false information about the state or the characteristics of the Car and the Car is unfit for the Getaround Connect Device according to the criteria mentioned above, the Owner will be charged €120/1,500kr as a penalty.

3.2. Owner's obligations

To benefit from the the Getaround Connect Service, the Owner must comply with the following obligations:

For the appointment

➜ Organize the appointment for the uninstall/maintenance of the Getaround Connect Device within 30 days from Getaround's request. Otherwise, €400/ 4,000

kr penalties will apply;
- ➜ Leave their Car at a location determined by Getaround (or Getaround Connect's partner) for the installation, maintenance and/or uninstall operation;
- ➜ Respect the appointment for the installation/maintenance/uninstall with Getaround Connect's partner. If the Owner doesn't show up to the agreed-upon appointment ("**No Show**") or cancels the appointment within less than 2 business days of the agreed-upon appointment, a penalty of €120/1,500 kr for installation/uninstall appointment and €60/1,500 kr for maintenance appointment will apply.

The Owner has the obligation to organize the necessary maintenance, within the deadline required by Getaround.

The Owner undertakes to make their Car available to a technician for the installation/maintenance/uninstall of the Getaround Connect Device, which can take 2 hours or more depending on the Car. Uninstalls are scheduled on weekdays, Monday through Friday, within the workshop's opening hours.

For the use of the Getaround Connect Device
- ➜ Notify Getaround in case the Car has been permanently immobilized and facilitate access to the Car for the uninstall of the Getaround Connect Device;
- ➜ Not sell their Car before the Getaround Connect Device is uninstalled;
- ➜ Not have the Getaround Connect Device uninstalled or handled by a third party;
- ➜ Not change the Listing address of the Car to move it to a non-eligible area within 6 months following the installation of the Getaround Connect Device. Otherwise, Getaround reserves the right to request the uninstall of the Getaround Connect Device and charge the Owner of the corresponding uninstall fees indicated in the Article 3.6.3.

The Owner must register a credit card in their Account if they have 5 or less active Cars equipped with a Getaround Connect Device. Failing to do so, their Owners Earnings will be blocked until a credit card has been registered

The Owner can request the uninstall of the Connect Device at any time by sending a request via their Account and they must organize the uninstall with Getaround within 30 days from the request date.

3.3. Ownership of the Getaround Connect Device

The Getaround Connect Device is only installed in the Car as a loan without any transfer of ownership.

Consequently, Getaround can request the uninstall of the Getaround Connect Device in the following circumstances:
- For Getaround's convenience, without any justification being due to the Owner;
- If the monthly subscription fees is not paid by the Owner and the latter does not regularize the payment due within the deadline required by Getaround;
- In case of any kind of misconduct of the Owner and/or any kind of behavior prejudicial to Getaround and/or the Driver.

In case the Getaround Connect Device is not returned or not uninstalled within 30 days from Getaround's request, a penalty of €400/4,000 kr will apply.

3.4. Geolocation with the Getaround Connect Device

By using the Getaround Connect Service, the Users accept that Getaround will consult the GPS position of the Car in the following circumstances:

- before the Rentals begin to enable the Drivers to locate the Car;
- once the Rentals end to inform other potential Drivers and Owner of where the Car has been parked;
- during the Rental if an issue appears preventing its operation (e.g. Getaround Connect Device malfunction, difficulties opening/closing the Car) and to enable the Roadside Assistance to locate the Car.

Getaround has set up restrictions in its Getaround Connect Device to protect the data privacy of the Driver. The Owner undertakes not to attempt to use the Getaround Connect Device to access, store or view the private data of the Driver.

3.5. Responsibility

- If the Owner considers a breakdown to be attributable to the Getaround Connect Device, they must immediately inform Getaround of that suspicion. The Owner mustn't proceed with a repair or bring the Car to a garage/workshop until Getaround has decided whether a maintenance of the Getaround Connect Device must be done or has asked the Owner to go to a certified garage/workshop to verify if the Getaround Connect Device' caused the breakdown.

  If it is confirmed by a certified garage/workshop or Getaround Connect's partner that the Getaround Connect Device has exclusively caused that breakdown, Getaround will bear the cost of the repair.
  Failing to respect these rules, notably if the Owner has the Car repaired without first informing Getaround and obtaining a confirmation that the Getaround Connect Device exclusively caused the breakdown, no compensation will be due.

- If the Owner considers a damage has been caused to their Car during an intervention of Getaround Connect's partner, they must:
  ➜ immediately report it to Getaround and in any case no longer than 5 working days following the intervention date;
  ➜ not have their Car repaired before Getaround confirms the Getaround Connect's partner liability in the damage caused to the Car.
  If it is confirmed that the damage has been caused by Getaround's Connect partner and all the above conditions have been respected, the damage will be repaired by Getaround Connect's partner itself. Either the damage falls within the list of lump sum payments indicated in Article 10.3.2, or if not the Owner will first have to send to Getaround a quote for the repair, subject to Getaround's prior approval, and the financial compensation will be paid following receipt of the repair invoice which will have to correspond to the amount approved by Getaround.
  Failing to respect these rules, no compensation will be due.

Some installations require work on the car keys. If those interventions result in the key being unusable, the Owner will receive the compensation indicated in article 10.3.2.

3.6. Getaround Connect Service costs

The monthly subscription costs and all costs related to the Getaround Connect Device (listed in Articles 3.6.2 and 3.6.3 below) are debited from the Owner's credit card. If the Owner doesn't have a registered and functioning credit card, the Getaround Connect Service costs are deducted from the Owner's Earnings.

If the Owner's Payout is insufficient to cover the Getaround Connect Service costs , the Owner must pay the total amount of Getaround Connect Service costs directly by bank transfer or by credit card. Save from proceeding with that payment within the required deadline, Getaround reserves the right to deactivate the Owner's Getaround Connect Cars, and keep the security deposit as mentioned in Article 3.6.1.

3.6.1. Security deposit

Any Owner wanting to get a Getaround Connect Device installed in their Car must first pay (by credit card) a security deposit. The security deposit is used to guarantee Getaround against possible non-payment by the Owner of the costs associated with the Getaround Connect Service.

This security deposit collection is limited to 5 deposits (i.e. if the Owner has more than 5 Cars equipped with a Getaround Connect Device, only 5 deposits will be taken).
If the Owner who has more than 5 Cars equipped with a Getaround Connect Device uninstalls Getaround Connect Devices and the total number drops below 5, Getaround will return the excess security deposit(s) unless the Owner already has a debt towards Getaround related to the use of Getaround Connect Services (in such case, Getaround reserves its right to keep those extra deposits to cover the already existing debt).

When the Owner stops using the Getaround Connect Service, the security deposit is returned unless they have a debt towards Getaround. In that case, the debt is deducted from the total security deposit:

- **If the debt is less than the total security deposit**, the remaining share of the security deposit (if any) is returned to the Owner;
- **If the security deposit is insufficient to cover the Owner's debt**, the latter will be notified and must immediately pay Getaround their remaining debt.

3.6.2. Getaround Connect Service subscription cost

A monthly subscription cost will be charged to the Owners for each Getaround Connect Device installed in their Car in the amount of (including VAT or other applicable taxes, if any):

- 290 kr in Norway
- €19 in Germany;
- €25 in Belgium and France;
- €39 in Spain (when the steps "confirm your request" and "pay for your Getaround Connect fees" have been completed on or after June 15 2026. If these steps were completed before this date, the Getaround Connect Service subscription cost remains €19)

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

3.6.3. Appointment fees

Fees and/or costs for the installation, maintenance and uninstall will apply in the following cases:

- Installation fees
  An installation fee is charged to the Owner and can be reduced depending on the type of Car, its location and if the number of Cars already equipped with a Getaround Connect Device in this area is low compared to the Drivers' demand in that area. The specific applicable installation fee is indicated at check-out of the online process enabling the Owner to request the installation of the Getaround Connect Device.

- Maintenance fees :
  for Cars equipped with the Getaround Connect Device in an non-eligible area, the Owner must take the Car to the location selected by Getaround to carry out the maintenance. Any transport costs to the place of maintenance and back to the initial location of the Car will be at the Owner's expense.

- Uninstall fees
  A uninstall fees of €100/1,500 kr will be applied in the following circumstances:
  - when the Car had less than 10 rentals since the installation of the Getaround Connect Device at the time the removal request is submitted;
  - when the Car is in a non-eligible area at the time the Getaround Connect Device uninstall is requested. In addition to the uninstall fees, any transport cost to the place of uninstall and back to the initial location of the Car will be at the Owner's expense.

4.
Obligations of the Owner



The Owner is responsible for providing a Car in good condition, equipped with all mandatory features and any additional features specified in its Listing.
The Driver must report to Getaround and/or the Owner if it finds out that:

- the Car is in a poor condition that affects its normal use (e.g. Car malfunction);
- a mandatory feature is missing/dysfunctional (e.g. seatbelts);
- a listed feature is missing and its absence significantly impacts the Driver's use of the Car (e.g. baby seats).

The Driver has 48 hours after the end of the Rental to submit a compensation request to Getaround and must provide evidence of the issue encountered. The Driver will receive a reimbursement of the Booking Price proportional to the severity of the default and that amount will be taken from the Owner Earnings.

Any compensation request submitted after this deadline will not be handled through Getaround.

The collection and/or use of location data accessible through integrated connectivity systems (i.e. natively connected Cars) or tracking devices (e.g. AirTags) during Rental periods is prohibited.

If the Owner activates the application that provides access to location data and/or installs/uses a tracking device during Rental period, Getaround will :

- restrict the Listing of the concerned Car;
- not proceed with the payment of the Owner Earnings due for the Rental during which the breach was identified, as compensation to the concerned Driver.

4.1 Listing general rules

When Listing a Getaround Connect Car, instant Booking will be automatically activated. When Listing a Car rented with Key Exchange, the Owner must select the Instant Booking option, considering it's not available if the Owner has only one Car.

Owners cannot create more than one Listing for the same Car on the Platform. They must provide true, accurate, complete and up-to-date information related to their Car in their Listing (including, but not exclusively, dimension, accessories, equipment) and all the supporting documents requested by Getaround. All information provided in the Listing is binding on the Owner. In the event of any missing or inaccurate information, the Driver may be entitled to compensation (cancellation for free of the Rental or compensation as described in Articles 4 et 7.1).

Owners can offer extras options to the Driver (e.g. baby seat and booster seat) and set a price per day and a minimum lead time. The amount for this extra option will be paid directly by the Driver to the Owner outside the Platform.

Owners acknowledge they are fully responsible for their actions and oversights, and therefore declare and warrant that no Listings or Rentals violate any of the rules in force or agreements with third parties. Getaround cannot be held liable for the violation of any agreement made between the Owner and a third party, any breach of the Owner's obligations to third parties, or any violations of applicable laws, rules and regulations by the Owner.

4.2 Car description and inspection

Owners must update the description of the Car in the Listing if their condition changes (i.e. after new damage or repairs). No claims for compensation by Owners will be covered by the Insurance if their Listing concerned is not up to date.

Owners must clearly identify in their Listing the presence of any branding (i.e. Listing's photos must evidence it) and the presence of a Dashcam, if any. If the information is not sufficiently clear, the Car will be suspended from the Platform until the Listing is updated.

Owners are required to inspect the Car at the regular interval requested by Getaround. In these inspections, Owners shall take photos of the interior and exterior of the Car, describe all damages present on the Car and provide close-up photos of them via the App.

4.3 Car parking rules

Owners are responsible for:

- providing Drivers with a reserved parking spot for the Car (on street or in a private parking) **or**
- indicating in their Listing an address that will give Drivers sufficient free or prepaid parking spots within a 400 meter radius from such address. In case of prepaid parking spots on streets, Owners must specify in their return instructions the limit of their subscription (residential spaces only,...).

Owners must provide Drivers with adequate guidance and instructions to find and return the Car (with full name of the street(s) and postal code) rather than only broad requests such as only requiring that Drivers park on a free spot or in a free street.

The Owner must pay for parking costs (if applicable) after the end of the Rental when the Car has been returned in accordance with the Terms. If the Driver needs to pay to exit the parking at the start of the Rental or to enter the parking upon the end of the Rental, and provided that the return instructions have been followed, the corresponding amount will be deducted from the Owner Earnings and reimbursed to the Driver.

4.4 Specific conditions indicated in the Listing

Owners can add specific rules and conditions for the Rental of their Car(s) provided they concern:

- a smoking ban in the Car;
- the transportation of animals;
- a minimum and/or a maximum duration for the Rental;
- the delivery of the Key Exchange Car to a specific location (e.g. airport, train station,...) and/or area. In that case, the Owner must indicate in the Listing the exact address/area and the price charged for such delivery, if any.

4.5 For electric Getaround Connect Vehicles

Owners must specify in the Listing whether or not the Car will be parked on a reserved parking spot with a charger. When it is the case, the Owner must give clear instructions on how to charge the Car at the end of the Rental and how the Driver can know that the Car is correctly charging (e.g. when the light turns green,..).

In absence of such information, the Driver will not be liable if they don't charge the Car at the end of the Rental and the Owner won't receive the compensation mentioned in Article 8.8.

If the Owner has left a badge/token in the Car to be used by the Driver during the Rental to charge the Car, the Owner must specify the number of such badge/token in their instruction.

Failing to do so, the compensation mentioned in Article 9.3 won't be due.

5.
Getaround for Business

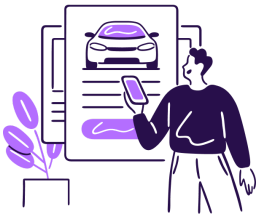


Companies can create an Account to enable their employees to rent Cars for professional use ("**Getaround for Business**").

They will provide the list of their employees, register the company's credit card, the company's certificate as well as the identity card of the company's legal representative. The employees must also register as a Driver on the Platform.

When the Car is booked by the company on behalf of its employees, the company undertakes to ensure that the designated main Driver and any additional driver(s) fully comply with these Terms and will pay any and all costs due in application of these Terms (including post-Rental costs).

6.
Booking process



It is specified that a Car cannot be rented on the Platform between Users having a family relationship (parents, grandparents, children, siblings, grandchildren etc) or living in the same household or who work in the same company for business Accounts.

6.1. Booking option

There are two options to book a Car:

- Approval by the Owner
  The Driver sends a Booking request to the Owner who is notified by email/SMS/push notification and must decide whether or not to accept the Rental.
  - When the Owner accepts, the Driver is notified by email and will be informed of how the Booking Price will be paid: either it will be charged directly to the Driver's credit card or the Driver must return to the Platform to pay it.;
  - When the Owner refuses/doesn't respond within 24 hours, the Driver is notified by e-mail and must start the process again to book a Car.

- Instant booking
  The Booking will be automatically confirmed to the Driver on behalf of the Owner, without the latter having to consult the request and expressly accepting it. Besides this specificity, the Owner remains bound by all obligations set in these Terms.

These two options are indicated in the Listing.

When booking a Car, the Driver may choose to pay the Rental Price in full or in part (in such case, the remaining balance is paid later) or pay the full amount at a later stage (this option is not available for Getaround for Business Rentals). During the Booking process, the Driver must provide the details of the payment card that will be charged on the scheduled payment date (which will occur prior to the start of the Rental). In the event of payment failure, the Driver will have 24 hours to pay for the Rental on the Platform. Failing this, the Rental will be canceled and cancellation fees may apply in accordance with Article 7.

Once the Booking request is sent (approval option) or the Booking is confirmed (instant booking option), the Owner and the Driver will have access to each other's contact details to request additional information if necessary.
Any offer to pay outside of the Platform or a different price than the one indicated in the Listing will be considered a violation of the Terms by both Users and may result in the suspension or deletion of the User's Account concerned.

Drivers must book a Car in their own name and for their personal use. Booking a Car on behalf of a third party is strictly prohibited.

Any payment for booking a Car must be made by the Driver on the Platform by credit or debit card. Getaround will never ask the Driver to pay for a Booking outside the Platform by bank transfer or any other means of payment. The only payment permitted outside the Platform are those related to extras offered by the Owner (e.g. baby seats or booster seats).

6.2. Additional options

6.2.1. Additional mileage

The Booking Price includes a given number of kilometers that the Driver can drive during the Rental without paying any extra fees (the "**Included Mileage**").

The Driver can purchase an additional mileage package to increase the Included Mileage (the "**Additional Mileage**"). An Additional Mileage corresponds to a predetermined and fixed number of kilometers (i.e. its number cannot be amended) with a fixed price depending on the Car (category, type and country) and on the duration of the Rental.

Part of the Additional Mileage paid by the Driver for each kilometer effectively driven is transferred to the Owner as follow:

		Category "Eco"	Category "Comfort"	Category "Premium"	Category "Prestige"
Belgium, France, Germany, Spain	All Cars except campervans, mini buses, commercial vans	€0.15	€0.18	€0.23	€0.41
	Campervans, mini buses, commercial vans	€0.21	€0.23	€0.25	/
	All Cars except	2.35kr	2.78kr	3.55kr	3.55 kr

Norway	campervans, mini buses, commercial vans				
	Campervans, mini buses, commercial vans	3.20kr	3.64kr	3.97kr	3.97 kr

6.2.2. Secondary drivers

The Driver can add a secondary driver at any time as long as they meet the same conditions as the Driver.

To be registered as a secondary driver, this person will be subject to the same verification as the Driver. Any person who does not meet these requirements will not be registered as a secondary driver and will therefore not be allowed to drive the Car.

If one of the persons wishing to rent the Car is 26 years old and under in Norway or 25 years old and under in the other countries, this person must be registered as the main driver in order to pay the additional fees mentioned in Article 12.1.2. at Booking.

If the Driver lets someone who hasn't been registered as a secondary driver drive the Car, Getaround will charge a penalty of €500/5.000kr, without prejudice to Getaround's the right to exclude the Driver from the Platform and to take all necessary legal actions against such Driver as well as the un-declared secondary driver.

7. Cancellation and modification of the Rental



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

If all or part of the Booking was paid with a credit or coupon, the reimbursement is made by reissuing a credit/coupon of the same value (any portion paid by credit card is reimbursed on that credit card).

7.1 Cancellation of a Booking by the Driver

The consequences of the cancellation by the Driver depends on the time of such cancellation

- For all Cars except campervans and motorhomes:
  - **Up to 1 hour after payment of the Rental on the Platform or more than 48 hours before the start of the Rental**: the total Booking Price will be refunded to the Driver and the Owner does not receive any of the Owner Earnings;

- **Between 48 hours before the start of the Rental and up to the start of the Rental:** a cancellation fee equal to 50% of the Booking Price will be charged to the Driver and the rest will be refunded to the Driver. The Owner is compensated for 50% of the Owner Earnings (including 50% of the costs for Car delivery) ;
- **After the start of the Rental**, a cancellation fee equal to the total Booking Price will be charged to the Driver and the Owner will receive 100% of the Owner Earnings, except if the Driver wasn't responsible for the impossibility for the Rental to take place (for example due to a malfunction of the Getaround Connect Device or due to an unsuccessful verification of the Driver's profile without any error/fraud on the Driver's end).

❖ For campervans and motorhomes

- **Up to 1 hour after payment of the Rental on the Platform, or 14 days or more before the start of the Rental**: the total Booking Price will be refunded to the Driver and the Owner does not receive any of the Owner Earnings;
- **Between 13 days and 7 days before the start of the Rental:** a cancellation fee equal to 50% of the Booking Price will be charged to the Driver and the rest will be refunded to the Driver. The Owner is compensated for 50% of the Owner Earnings (including 50% of the costs for Car delivery) ;
- **Less than 7 days before the start of the Rental**, a cancellation fee equal to the total Booking Price will be charged to the Driver and the Owner will receive 100% of the Owner Earnings, except if the Driver wasn't responsible for the impossibility for the Rental to take place (for example due to a malfunction of the Getaround Connect Device or due to an unsuccessful verification of the Driver's profile without any error/fraud on the Driver's end).

When the Driver cancels their Rental right after changing the Rental date and/or hours (thus avoiding the late cancellation fees mentioned above), the Driver will be charged a cancellation fee equal to the total Booking Price. The Owner will receive 100% of the Owner Earnings.

For Key Exchange Rentals, if the Driver believes they are going to arrive late to collect the Car, they must inform the Owner of their delay via the App or by SMS as soon as they are aware of it, and at least 1 hour before the start of the Rental, to try to find an arrangement to postpone the handover of the keys.

- If the Owner and the Driver genuinely tried to find an arrangement but couldn't
  - the Owner won't receive their Owner Earnings
  - and the Driver will be refunded of the Booking Price but only if they can prove that the delay is not their fault (train or plane delay, etc) and that they had informed the Owner in compliance with the aforementioned conditions. Otherwise, a cancellation fee equal to the Booking Price will be charged to the Driver and the Owner will receive 100% of the Owner Earnings.
- In case an arrangement has been found, the Driver will not be reimbursed for unused hours as a compensation for the Owner's flexibility.

When the Driver cancels the Rental due to the Owner's default (e.g. poor condition of the Car, Car replaced with another that the Driver refuses, Owner not showing up at the agreed place and time, a listed feature is missing and its absence significantly impacts the Driver's use of the Car), the total Booking Price is refunded to the Driver and the Owner does not receive any of the Owner Earnings.

7.2 Cancellation of a Booking by the Owner

In case of cancellation of a Booking by the Owner, the Driver is fully reimbursed and the Owner doesn't receive their Owner Earnings, except when it is the Driver's fault (e.g. the Driver didn't show up within 30 minutes following the start of the Rental).

When the Owner cancels a Rental, Getaround will determine whether the cause for the cancellation is valid or not:

- Getaround will notably qualify as "valid" causes for cancellation the situations when the Car couldn't be used (e.g. the Car was being repaired, severely damaged, stolen, impounded, Getaround Connect Service didn't work), provided the situation wasn't caused by the Owner themselves.

  If the Car is damaged during a Rental and the Owner cancels the following Rental, the Owner's cancellation rate will not be affected by that cancellation if all the following conditions are met:
  - the Car has been damaged during a previous Rental; and
  - the Owner cancels the following Rental before it starts, and
  - the canceled Rental was booked before the Owner sent the claim declaration form to Getaround; and
  - the claim declaration form sent by the Owner is considered as valid by Getaround (i.e. the damage has indeed taken place during a previous Rental and all required documents were provided by the Owner).

  The Owner should request the cancellation of the following Rental while sending to Getaround the claim declaration form. If the Owner cancels the following Rental and subsequently submits the claim declaration form (providing all conditions above are still met), the Owner will have to contact Getaround who will waive the penalty and the impact on the cancellation rate.
  If any of these conditions isn't respected, the cancellation by the Owner will be considered as "invalid" and will be counted in their cancellation rate.

- The cancellation by the Owner will be considered as being made for an "invalid" reason if the Owner was the cause for the Rental not being possible, such as:
  - the Owner was not present upon the start of the Rental and did not show up within the following 30 minutes;
  - the Car is not accessible upon the beginning of the Rental because of the Owner (i.e. the Car is not located where the Owner indicated it should be);
  - the Car is not in condition to be rented because of the Owner (i.e. there is not enough fuel/electricity, there is a malfunction that affects the safety and/or the expected/normal usage of the Car);
  - when the Car is equipped with the Connect Device, it cannot be opened due to the Owner's misuse of the App;
  - the Owner provided incorrect information about the Car.

If Getaround confirms that the cause for the cancellation is invalid, the cancellation will be counted in the cancellation rate (more information about how the cancellation rate is calculated can be found here). The Owner can access their cancellation rate at any time on their Account. The cancellation rate has various consequences:

- when the Owner's cancellation rate is below 4%, the Owner can cancel a Booking up to the start of the Rental without any penalty.

- when the Owner's cancellation rate is at 4% or above, the Owner will be charged with the following cancellation fees:
    - Cancellation up to 48 hours before the start of the Rental: €35/350 kr;
    - Cancellation less than 48 hours before the start of the Rental: €50/ 500 kr.

Specificities:

- When the Car is not in a condition enabling it to be rented because of a high safety issue (e.g. problem with seat belts…), the Owner authorizes Getaround to replace the Car with a similar available Car (i.e. of the same category and transmission type) belonging to the Owner for any Rentals scheduled within the next 48 hours. When no similar Car is available, the Rental (and potentially the following Rental(s) if no Car replacement is possible) will be canceled due to the Owner's responsibility.

- When the cancellation is made by the Owner less than 24 hours before the scheduled start time of the Rental, the Driver is reimbursed of the full Booking Price and Getaround proposes a replacement Car, if possible. If there is none and the Driver rents a car from another platform or rental company, Getaround will cover the difference between the Getaround Rental price and the rental price for the other car up to a maximum of 200€/2,000kr. In addition, Getaround will cover the transportation cost incurred by the Driver to reach the replacement car (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 Car and the replacement car/specific location:
    - ➜ when the distance is less than than 20km Getaround will cover up to €60/ 600 kr of the transportation cost;
    - ➜ when the distance is more than 20km Getaround will cover up to €100/ 1,000kr of the transportation cost.

  The same rule applies if the Driver has incurred transportation costs to return to the location of the initial rented Car.
  The Driver has one month after the date the transportation expense is incurred (go and/or return) to ask for the reimbursement by sending the receipt to Getaround.

- For Key Exchange Rentals, if the Owner believes they are going to arrive late at the time agreed with the Driver, they must inform, via the App or by SMS, the Driver of their delay as soon as they become aware of it, and at least 1 hour before the start of the Rental. They have to try to find an arrangement to postpone the handover of the keys.
  If the Owner and the Driver genuinely tried to find an arrangement but failed, the Driver won't be compensated and the Owner will receive 100% of the Owner Earnings only if they can prove that the delay is not their fault and that they have alerted the Driver in compliance with the aforementioned conditions. Otherwise, none of the Owner Earnings will be paid to the Owner and the Driver will be refunded of the Booking Price.
  In case an arrangement has been found, the Driver will be reimbursed for unused rental hours as a compensation.

7.3 Cancellation of a Booking by Getaround

Getaround is likely to cancel a Booking on behalf of a User when the circumstances make it necessary and the User should have done it (e.g. a Driver calls Getaround because they cannot find the Car but doesn't cancel despite Getaround's instructions). Getaround will determine whether the responsibility lies with the Driver or the Owner, and the rules defined in Articles 7.1 or 7.2 will apply.

Getaround is also likely to cancel a Booking, when

- circumstances make it impossible to allocate responsibility to the Driver or to the Owner (e.g. the Driver cannot find the Car because it wasn't returned by the previous Driver at the right parking spot and the Owner couldn't know);
- the Driver's profile could not be verified before the Rental takes place and the responsibility lies with Getaround itself (outside of any fraud or attempted fraud by the Driver);
- the Rental couldn't take place due to the Getaround Connect Device malfunctioning.

In the three cases mentioned above, the Driver is fully reimbursed. If the Car isn't rented by another Driver (i.e. no other Rental of the Car was made over the Rental dates or cancellation is done after the start time of the Rental), the Owner will receive a compensation equal to their Owner Earnings due for the Rental canceled. If the Car is rented by another Driver over the dates of the cancelled Rental, the Owner will be compensated for the difference of Owner Earnings received for the new Rental compared to the cancelled Rental. The Owner has 48h after the cancellation of the Booking to request this compensation;

- the Rental must be cancelled because the Driver doesn't comply with our Terms (the Driver doesn't meet the required driving license experience...).
  In this case, the cancellation fee charged to the Driver and the compensation received by the Owner will follow the same rules as when the Driver cancels, according to the time of that cancellation as per Article 6.1.
- the Rental must be cancelled due to fraud or attempted fraud by the Driver (e.g. the person in the selfie doesn't match the person in the photo on the driving license).
  In this case, a cancellation fee equal to the total Booking Price will be charged to the Driver. The compensation received by the Owner will follow the same rules as when the Driver cancels, according to the time of that cancellation as per Article 6.1.

7.4. Dispute of grounds for cancellation

Any User has the possibility to dispute the cancellation fees charged to them if they can prove that the Rental could not be carried out because:

- the cancellation of the Booking was indeed due to the other User (e.g. User unavailable, no-show at the start of the Rental, Car 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.

All disputes should be sent to Getaround within 24 hours following the cancellation, with all the relevant evidence. After this period, Users understand and accept that Getaround is not able to process any dispute.

7.5. Modification of the Rental

The Driver agrees to comply with the date, time and location of return requested by (or agreed with) the Owner.

A Driver wishing to modify or extend a Rental must send their request via the Platform by using the same payment method used to book the Car initially. The modification must be made before the start of the Rental and the extension before the end of the initial Rental period. The approval of the modification or the extension request will vary:

- **If the Car has instant booking activated,** the Driver's request will be approved automatically, as long as it doesn't reduce the Booking Price and the Car is available. If it does or the Car isn't available, the Owner will have to accept the request manually;
- **If the Car does not have instant booking activated,** the Owner will have to accept the request manually.

If the modification request has not been approved, the Driver must comply with the initial agreed Rental dates and times or cancel the Rental. In the event of cancellation, the fees set out in Article 7.1 may apply.

If the Rental extension has not been formally approved by the Owner through the App, the Driver must return the Car by the initially agreed date and time. Otherwise the fees set out in Article 9.2. will apply.

8. Pre-rental and post-rental inspections



The Rentals are governed by the Terms and are completed by the Rental Agreements available in two formats:

- **Hard copy** (paper) **Rental Agreements** (except in Norway);
- **Electronic Rental Agreements**, via the App, and in such case it's
  - **a Getaround Connect Rental**: meaning the Users don't meet and Drivers complete the Electronic Rental Agreement alone, or
  - **a Key Exchange Rental**: meaning the Driver and Owner meet to complete the Electronic Rental Agreement via the App on the Driver's smartphone.

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

Whether the Driver's or Owner's phone is used, both are deemed having accepted all the information indicated in the Rental Agreement, unless one of them expressly informs

Getaround right after the Rental Agreement is completed (whether at the beginning and/or end of the Rental).

8.1. User identity verification

For Key Exchange Rentals with an Electronic Rental Agreement only: the Owner must confirm, via the App, that the Driver's identity matches the one verified by Getaround and ask them to show their driving license to make sure it matches the information collected by Getaround. In case the Driver has a foreign driving license, they must provide additional documents that will be requested by Getaround (listed in the Help center).

The Owner must refuse the Rental if the person coming to leave with the Car is not the Driver (secondary driver alone is not valid) or the Driver doesn't have the required document(s) with them, and immediately inform Getaround. If the Owner doesn't report this to Getaround, they will be held responsible for the consequences of allowing that person to drive off with their Car.
The Owner must make sure the Driver carries out the inspection process, otherwise the Car won't be covered by the Insurance.

8.2. Rental inspection process

The Driver must verify the Car registration and its license plates. The Driver must also inspect the condition of the Car and carry out the Rental inspection process as detailed in this Article.

Users agree that Getaround does not conduct any of the verifications listed in this Article and that they are entirely and solely responsible for them. Getaround is likely to adjust the information declared by the User and/or collected by the Getaround Connect Device based on elements discovered and/or provided after the Rental.

What should be inspected and indicated in the Rental Agreement ?

Exterior/interior of the Car, the User(s) must

- inspect all elements of the Car (body, seats, dashboard, rims, accessories, etc);
- take photos of all angles of the Car;
- report any damage already present on/in the Car and take clear close-up photos of the corresponding damage(s) (including scratches on the body of the Car)

It is the User's responsibility to take photos with the best possible quality (even if conditions are not optimal, such as night time or rain).

Fuel/energy level and number of kilometers, the User(s) must

- report the fuel/energy level and number of kilometers; and
- take a photo of the dashboard to keep evidence of those levels/kilometers.

For the Getaround Connect Rentals for which this information is automatically provided by the Getaround Connect Device, the User(s) must report (with

photos) as mentioned above if the information is not properly collected by the Getaround Connect Device.

Level of cleanliness (interior/exterior):

- ➜ the Owner must make their best efforts to deliver a clean Car to the Driver;
- ➜ the Driver must return the Car with the same level of cleanliness;
- ➜ if the Car is dirty when inspected, the Driver must indicate it in the Rental Agreement and take photos of the soiling.

When must all the above mentioned inspections be done ?

- ➜ At the beginning and at the end of all Rentals;
- ❖ For hard copy Rental Agreement, photos of the Car must be taken at the end of the Rental only if the Car was not returned in the same condition (i.e. damaged or dirty).

By whom and how must these inspections be done ?

Hard Copy Rental Agreements

- ➜ Photos are taken by the Owner via their phone. They are sent to Getaround only in case the Car was damaged during the Rental;
- ➜ Drivers can take photos of the Car via their phone if they want to;

The photos must be kept for at least 3 months after the end of the Rental.
If the person who takes the photo knows they might lose them, notably because of a change of phone, it is their responsibility to send them beforehand to Getaround by email.

- ➜ In case a damage is noticed on/in the Car (whether at the beginning or at the end of the Rental), both the Owner and the Driver describe the damage in the Rental Agreement and/or in the claim declaration form, and both sign next to the description.

Electronic Rental Agreements

- ➜ The Driver shall carry out the inspection process according to the instructions in the App (i.e. take the photos, make any comment they deem necessary on the condition of the Car, complete the kilometer counter, fuel level and level of cleanliness);
- ➜ If the Driver doesn't have an Internet connection when the Rental begins, they must make sure that all information filled in (i.e. photos taken, fuel level,...) are sent via the App as soon as possible, and in any case within 30 minutes following the end of the inspection process;
- ➜ If the lighting and/or location of the Car (e.g. the Car is parked against a wall or in a dark area) does not enable to take clearly visible photos at the start/end of the Rental, or does not enable to precisely verify the interior and/or exterior state of the Car, the Driver must complete the

Rental Agreement anyway (with the mandatory photos and indication about the state of the Car) and then move the Car just enough to be able to verify that state and take perfectly usable photos.
Those additional photos must be sent immediately to Getaround via the App and/or kept in their phone for at least 3 months. If they know they might lose them, notably because of a change of phone, it is their responsibility to send them beforehand to Getaround by email.

8.3. Rental Agreement verification and signature

The User(s) present upon pickup of the Car shall check that all the information indicated on the Rental Agreement is correct and sign it (on paper or electronically), thus binding the User(s) by such Rental Agreement.
For hard copy Rental Agreements, Owner and Driver can add comments when proceeding with the pre-rental and post-rental inspection and both the Driver and the Owner shall sign next to the comment.
For Electronic Rental Agreements, the Users can add comments via the App on the page of the concerned Rental during the pre-rental and post-rental inspection.

Once the Rental has begun (i.e. the Rental Agreement is signed and the Car engine is started), the Car's condition upon pickup cannot be subsequently disputed by the Driver.
Once the Rental has ended (i.e. the Rental Agreement is signed, the doors of the Car are locked by the Getaround Connect Device installed in the Car), the Car's condition cannot be subsequently disputed by the Driver.

A time lag may occur between data collection by the Getaround Connect Device and the arrival in Getaround's systems. In case of discrepancy between the data indicated in the Rental Agreement and the data collected by the Getaround Connect Device, the latter shall prevail.

The Owner shall inspect their Car before any personal use. When the Owner starts the Car following a Rental, they are considered having accepted their condition *as is*, and will bear the costs of any damage they would declare after the Rental.

9. Rules and fees applicable to the Rental



Compensation/adjustment are charged by Getaround either automatically or after checking all available information (e.g. photos, comments,...) and provided the request was submitted within the required deadline (if applicable).

Failing to properly complete the Rental Agreement, Getaround will only be able to process such requests if the User provides sufficient supporting evidence.
Failing to request the compensations/adjustments and/or to provide the requested documents within the required deadlines mentioned in Articles below:Getaround won't collect the compensation, adjustment and/or the amount of the ticket/invoice. The Owner

and the Driver will have to find and arrangement directly between themselves, without Getaround's involvement

Compensations/adjustment will not be due in the following circumstances:

- In case of a breakdown during the Rental that isn't caused by the Driver's own actions, the Driver won't be charged for small mess fees, gas refill fees and mileage compensation (provided the Driver didn't drive more than the mileage allowance included in the initial Rental period);
- If an event (e.g. impoundment, severe damage to the Car) makes it impossible for the Driver to return the Car at the agreed time and date, the late return compensation fees and the cost for the extension of the Rental will not be due by the Driver. The other compensations may be requested by the Owner;

Any increase in the compensation/adjustment requested by the Owner that would be due to the Owner's late payment.

For compensations requiring external services (e.g. cleaning, repatriation):

- ➜ The Owner must send the quote from the external service provider to Getaround for validation. Once Getaround has approved the quote, the Owner can proceed with the external service and subsequently send the final invoice to Getaround for reimbursement
  Failing to provide the quote for validation before carrying out the external service, no compensation will be made.
- ➜ Getaround will accept the quotes/invoices sent by the Owner provided that the price 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.

The Driver may register the Car's license plate number on the app/website of the parking lot/toll/charging station operator or public authority for Rental purposes (i.e. to facilitate payment for parking, avoid the application of parking tickets,...), which the Owner authorizes. The Driver must cancel the registration of the Car's license plate number once the Rental has ended.
Failing to do so, all the charges incurred after their Rental will be borne by the Driver.

The Users may dispute any compensation or adjustment by submitting supporting documents to Getaround within 2 business days of the date on which the compensation or adjustment was applied. Failing to dispute the compensation or adjustment within this deadline, Getaround will not process the dispute.

9.1. Car location at the end of the Rental

The Driver must return the Car at the address or the prepaid parking spot required by the Owner.

For return addresses, if the Driver cannot park at the required address, the Driver must:

- ➜ make their best efforts to park the Car on a free parking spot, as close as possible to the required address, and in any case within a 400 meter radius around it;
- ➜ if only paid parking spots can be found within a 400 meter radius, the Driver must park as close as possible to the required address, pay 2 hours of parking and inform the Owner (via message) as well as Getaround that it's a paid parking spot and of where the Car is parked within 30 minutes following the end of the Rental.

For dedicated prepaid parking spots, whether in private parking lots or in the street, if the Driver cannot park where required by the Owner, the Driver must:

- ➜ contact the Owner to inform them that the prepaid parking spot is not available and to agree on where to park (preferably through the App or by text message and the text message shall be kept by the Driver during 1 month following the end of the Rental).
- ➜ if the Owner cannot be reached, the Driver will have to find an alternative parking spot as close as possible to the required one (and in any case, within a 400 meter radius). The Driver should make its best efforts to find a free parking spot and if there aren't any, the Driver must pay for 2 hours of parking and inform the Owner (via message) as well as Getaround of where the Car is parked (i.e. its address, and indicate if the Car is parked on a paid spot) within 30 minutes following the end of the Rental.

ⓘ The Driver must always park the Car in a parking space which is authorized 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).

If all these conditions are met, no parking fees will be charged to the Driver. The Owner will be responsible for any applicable parking fees after the 2 hours following the end of the Rental, as well as all related costs (including impoundment) after 48 hours following the end of the Rental.

If all these conditions are not met, the Driver will be charged with all parking and impoundment costs (if any) during 48 hours that follow the end of the Rental, except if:

- ❖ return instructions and guidance provided by the Owner were not clear and the Driver has complied with all other rules set out in this Article;
- ❖ the Car was impounded during the 48 hours following the end of the Rental but it was due to exceptional and unforeseeable circumstances;
- ❖ the parking and/or impoundment costs increase due to the Owner's fault. In such case, the additional costs will not be paid by the Driver

If the Driver has returned the Car more than 400 m away from the required address or not on the dedicated prepaid parking spot, they can be charged with repatriation fees to compensate the Owner for having had to bring the Car back to its required location.

Return distance from agreed/required location to return location (n.b. distance is calculated based on air distance and not based on driving/walking route)	**Fees charged to the Driver**	**Compensation paid to the Owner**
For return addresses: 400m to 1.99 km For dedicated prepaid parking spots in private parking lots: parked in the proper parking lot but not on the exact parking spot For dedicated prepaid parking spots in the street: not parked on the exact parking spot but within the 400m of the exact parking spot	€35 / 350 kr	€20 / 200kr
For dedicated prepaid parking spots in private parking lots: outside of the parking lot and within 1.99 km of the parking lot address	€50 / 500kr	€30 / 300kr

For dedicated prepaid parking spots in the street: 400m to 1.99 km		
2km to 9.99km	€90 / 900 kr	€50 / 500kr
10 km to 19.99km	€190 / 1.900 kr	€100 / 1.000 kr
More than 20 km	€260/2.600 kr **OR** Actual repatriation costs + €60/600 kr **whichever is the highest**	€200/2.000kr **OR** Actual repatriation costs **whichever is the highest**

In France, for Car repatriation beyond 20 km, the repatriation costs will be capped at €0.90 per kilometre for a drivable Car and €1.80 per kilometre for a non-drivable Car. The Driver will be charged the actual repatriation costs, up to the applicable cap.

The Owner will have 2 business days after the end of the Rental to request it.

9.2. Date and time of return

The Driver must return the Car at the agreed date and time. A tolerance for the first 29 min in Norway and 59 min in the other countries after the time initially agreed is granted by Getaround.

Failing to do so, after this 29 minutes, in Norway, and 59 minutes, in the other countries, grace period, Getaround will charge the Driver the following amounts to cover the period during which the Driver has kept the Car longer than initially booked:

In Norway:

- late return fees of €15/150 kr (up to a maximum of €360/ 3,600 kr) for each starting hour beyond the initially scheduled time of the Rental (up to a maximum of 24 hours). The Owner will receive €10/100kr (up to a maximum of €240/2,400 kr);
- the additional Booking Price, as set before the Rental started, due for the extra Rental time;
- the Protection Options for the corresponding additional time (if any).

In the other countries

- between 1 hour and 3h59 late: a late return fee of €15 / 150 kr (of which €10 / 100 kr will be paid to the Owner), plus the additional Booking Price (as set before the Rental started) and the Protection Options applicable to the extra Rental time;
- 4 hours late or more: a late return fee of €60 / 600 kr (of which €40 / 400 kr will be paid to the Owner), plus the additional Booking Price (as set before the Rental started) and the Protection Options applicable to the extra Rental time.

In the event of a delay without the Driver answering the Owner's requests, the Owner must inform Getaround immediately and report the Car as stolen according to Article 10.1.

- The following conditions govern the application of late return fees and additional Rental charges:For Getaround Connect Rentals, charges will apply automatically.

If they are not applied automatically, the Owner will have 2 business days after the end of the Rental to request them.
- **For Key Exchange Rentals**, the Owner must request them from Getaround within 2 business days after the end of the Rental.

9.3. Fuel and energy adjustment

The cost of fuel/energy is not included in the Booking Price.

During the pre-rental and post-rental inspection, the fuel/energy level must be checked and photos of the gauge must be taken (article 8.2) The Driver can report via the App a difference between the gauge and the level checked by the Getaround Connect Device.
Declared fuel/electricity level must be rounded to the closest 5% level (lower or higher).

Energy is charged for each 10% segment missing (with the exception of the 80-100% segment which will never be charged/refunded to the Owner or Driver), while missing fuel is charged without applying segments.

- If the Driver effectively brings the Car back with more fuel/energy than the Rental began, Getaround will reimburse the Driver for the fuel price indicated in this article or for the energy price indicated in this article and the corresponding amount will be deducted from the Owner Earnings.

- If the Driver effectively brings back the Car with less fuel/energy than when the Rental began, Getaround will charge the Driver with
  - the fuel price indicated in this article or for the energy price indicated in this article and will pay the corresponding amount to the Owner;
  - the following missing refill fees:
    - €0.90 / 9kr per missing liter for fuel of which €0.50 / 5kr per missing liter will be paid to the Owner;
    - €3 / 30 kr per 10% of missing energy of which €2 / 20kr per missing energy will be paid to the Owner.

The fuel/energy adjustments and the refill fees (when applicable) apply as follows:
- **For Getaround Connect Rentals with automatic fuel/energy level checks and, Key Exchange Rentals when Getaround knows the tank size or battery capacity of the Car**, they will be charged automatically.
  If they are not charged automatically, the Owner will have 2 business days after the end of the Rental to request them;
- **For Getaround Connect Rental with manual fuel/energy level checks and for Key Exchange Rentals when Getaround doesn't know the tank size or battery capacity of the Car,** the Owner or the Driver have 2 business days after the Rental has ended to request them.

The Driver will bear the cost of the in-trip charging done with the Owner's badge/token.

The Owner has 30 days after the end of the Rental to ask Getaround to obtain from the Driver the reimbursement of the charging costs by providing the corresponding invoice.

9.4. Mileage

In case the number of kilometers driven exceeds the mileage allowance (i.e. the sum of the Included Mileage and the Additional Mileage, if any), the Driver will pay an extra mileage fee according to a price per extra kilometer indicated in the Booking process and the Rental Agreement.

Part of the extra mileage fee per kilometer charged to the Driver will be paid to the Owner as follows:

		Category "Eco"	Category "Comfort"	Category "Premium"	Category "Prestige"
Belgium, France, Germany, Spain	All Cars except campervans, mini buses, commercial vans	€0.15	€0.18	€0.23	€0.41
	Campervans, mini buses, commercial vans	€0.21	€0.23	€0.25	/
Norway	All Cars except campervans, motorhome, mini buses, commercial vans	2.35kr	2.78kr	3.55kr	3.55 kr
	Campervans, motorhome, mini buses, commercial vans	3.20kr	3.64kr	3.97kr	3.97 kr

Getaround will charge the Driver the mileage compensation fee, and pay the corresponding amounts to the Owner, under the following conditions:

- **For Getaround Connect Rental,** it will be charged automatically.
  If it is not charged automatically, the Owner will have 2 business days after the end of the Rental to request it;
- **For Key Exchange Rentals,** the Owner will have 2 business days after the end of the Rental to request it.

9.5. Cleaning and smoking fees

The Driver must return the Car in the same cleanliness condition as it was at the beginning of the Rental.

The Driver is not allowed to smoke in a non-smoking Car.

Getaround will compare the photos taken by the Driver during the pre-rental and post-rental inspection, and will also take into account the Driver's and/or Owner's potential declaration of mess, to assess if the Car was soiled during the Rental.

Regular mess present despite a clear effort of the Driver to keep the Car clean, will not be charged to the Driver.

Failing to do so, the following compensation will apply depending on the level/kind of mess (n.b. the description is indicative only and non exhaustive):

	Fees charged to the Drivers	Compensation paid to the Owners
Smoking	€30 / 500 kr	€25 / 450 kr
Small soiling the Owner can clean the Car quickly without needing specific equipment or product.	€10 / 150 kr	€10 /150 kr
Medium soiling the Owner will have to use a specific equipment or product, and/or spend significant time to clean the Car.	€25 / 350 kr	€20 / 300 kr
Large soiling the Owner will have to invest significant time and/or effort and will have to use specialist equipment to clean it.	€70 / 800 kr	€50 / 600 kr
Professional cleaning needed The Owner must send the quote to Getaround for validation and the corresponding invoice within 10 days following the Rental	The amount of professional cleaning invoice	The amount of professional cleaning invoice

Getaround will charge the Driver and pay to the Owner the mess and/or smoking compensation fee provided the Owner has requested it to Getaround within 2 business days after the end of the Rental.

9.6. Traffic violation and parking costs

The Driver is liable for all driving and parking costs generated during the Rental or by a breach of the rules defined in article 9.1 (driving and parking tickets and impounding costs) whether issued by public authority, private company, a landowner or a public body.

If the Owner receives a driving/parking ticket or unpaid parking invoice, they must:

- For parking tickets and impoundment: directly pay the costs and/or fines to the public or private authority;
- For driving tickets: inform the public or private authority that the Owner shouldn't be the one to pay the costs and/or fines, and communicate to such authority the Driver's identity so the latter pays directly.

Evidence of payment must be provided to Getaround and the Driver will be charged for:

- the amount of the ticket/invoice generated by the Driver and paid by the Owner;
- a €15/150kr fee for ticket management of which €10.50/105kr will be paid to the Owner.

Exception: the fee for ticket management will not apply

- ❖ when the Driver parks in a car park which automatically charges the Owner (e.g. after reading the Car's plate number) if there wasn't a system enabling the Driver to pay directly in the car park;
- ❖ for the costs associated with the use of toll roads.

Whether the Owner or Driver doesn't properly manage the payment or transfer of information, the defaulting User will pay the increase in costs/fines.
In Norway, the Driver is responsible for paying the first increase of the parking ticket due to its late payment when the Owner was not at fault.

Where the Driver is identified directly through an automated system connected to the traffic enforcement authority, without requiring the Owner to manually identify the Driver, no administration fee will be charged to the Driver and paid to the Owner.

Getaround will charge the Driver and pay to the Owner the amount of the ticket/invoice and the ticket management fees only upon the Owner's request within the following deadlines:

- 60 days after the end of the Rental for parking invoices;
- 1 year after the end of the Rental for driving and parking tickets;
- In Spain, if the Driver doesn't have a Spanish driving license, the Owner must send the ticket to Getaround within 5 days of receiving it. The Owner accepts that the partner selected by Getaround will manage the resolution of the ticket with the local authority.

9.7. Toll roads

All costs associated with the use of toll roads during a Rental shall be borne by the Driver

Upon receipt of the ticket, the Owner must:

- ➜ Pay as soon as possible (to try to benefit from a discount, if possible) the toll road cost and the penalty for non payment (if any); **or**
- ➜ Transfer the Driver's identity to the authority.

For all costs associated with the use of toll roads for which a payment has been made via the Platform (i.e. the Owner has paid and Getaround debits the Driver following the Owner's request), the Driver will be charged with a toll admin fee corresponding to 10% of the total toll road costs.

Getaround will charge the Driver and pay to the Owner:

- all costs associated with the use of toll roads during a Rental provided the Owner requests it within 90 days after the end of the Rental;
- the toll admin fee provided the Owner requests it within 2 business days after the end of the Rental.

9.8. Electric Getaround Connect Cars

For electric Cars equipped with a Getaround Connect Device that must be returned to a reserved parking space with a charger:

the Driver must plug the Car to its charging point at the beginning of the post-rental inspection.

In case the Driver has difficulties connecting the Car to the charging point, they must report and detail (with photos/description) what difficulties they have encountered via the App (e.g. missing cable, cable doesn't connect,..). This information is essential for the 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 Driver will be charged €20/ 200 kr (of which €15 / 150 kr will be paid to the Owner).

Getaround will charge the Driver and pay to the Owner this compensation fee provided, the Owner requests it within 2 business days after the end of the Rental.

10. Insurance and Roadside Assistance



10.1. Insurance

10.1.1. Insurance coverage

Rentals on the Platform include the subscription to the Insurance policy by the Users. The Insurance covering the Rental can either be the Insurance selected by Getaround (AXA in France, Allianz in Germany, Belgium, Spain, and If in Norway), or a third-party insurance taken out by the Owner. The Driver can see if the Car is covered by the Insurance selected by Getaround by checking the section about insurance in the Listing.

Getaround acts only as an intermediary offering such insurance products to the Users and does not directly insure the Rentals.

The Insurance cover begins and ends at the time the Driver picks up and returns the Car (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 Getaround Connect Device, the latter shall prevail.

The conditions of the Insurance (provided by Getaround's insurance partner) can be found here on the Platform. Getaround invites all Users to read them to be informed of the exact coverage of the Insurance, but here is a summary of its key principles:

☂ What is covered ?

- ✓ Damage to the Car's body, fire or theft, either committed by the Driver or by a third-party, up to €75,000/ 1,000,000 kr;
- ✓ Personal injury of the Driver (only in France, Belgium and Norway, and when the Driver is responsible for the damage);
- ✓ Damage caused to a third party and/or their car (public liability insurance);
- ✓ Force majeure, except in Spain where force majeure events are covered by the Consorcio de Compensación de Seguros.
- ✓ Fixed extra equipment and luggage up to 40.000 kr, such as bike rack, TV or clothes (only in Norway for camper vans).

☂ Specificities

France	❖ Cars that are more than 12 months old or that are leased, are covered for their value assessed by an appraisal; ❖ Cars 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 Owner cannot provide evidence of the purchase value of the Car, the compensation will be limited to 70% of the known manufacturer's catalog price for the model of the Car on the day of its purchase, up to a maximum of €50,000.
Norway	❖ Cars 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 Car, will be covered for their purchase value (except for leased Cars that are covered for their market value). ❖ The roof tent is treated as roof rack equipment and is covered up to 40,000 NOK for damage and theft, provided it is securely and correctly mounted and locked to the Car's roof and securely packed while driving. Coverage applies only if the Car's replacement value is 80,000 NOK or above.
In the other countries	Cars are covered for their estimated sales value on the day the damage is compensated by the Insurance. If the Car 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 Owner in case the Car is stolen or damaged beyond repair).

10.1.2. Insurance exclusion or forfeiture

Whether Insurance does not apply or is forfeited following a User's actions, such User will be liable for the full value of the damages (without any Protection (Limited, Essential or Premium) applying to the Driver), except when a lump sum payment is due as per Article 11.3.2 or an increase Deductible is due as per Article 10.1.4.

Exclusions (Insurance won't apply in the cases listed in the Insurance policy, such as mainly)

- ✖ Interior damages;
- ✖ Damages on interior and exterior accessories;
- ✖ Damage caused only to the rim, the hubcap or the tire;
- ✖ Replacement of lost keys;
- ✖ Rental Agreement not completed due to the Driver's fault;
- ✖ Breakdowns, engine failure or any other non-visible mechanical damage (except for wrong fuel in France and in Norway when it caused the car's breakdown - in such case insurance applies)
- ✖ Outside of the Insurance contract's scope (for example, when the damage took place in a country where the contract doesn't apply);
- ✖ If the Car is abandoned by the Driver without a full post-rental inspection being done according to Article 8.2., or if the Driver parks the Car 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).
  In such a case, any damage caused to the Car, either during the Rental or after its end (and until the Owner picks up the Car) will be fully charged to the Driver. In addition, the Driver will be charged with the repatriation costs according to Article 9.1, if any.
  When the Car is abandoned by the Driver without a full post-rental inspection being done, the amounts charged to the Driver and covered by Getaround are detailed in Articles 10.1.5 and 11.6 ;
- ✖ If the Driver picks up the Car prior to the time of Rental (for key exchange Rentals) or returns it after the time of Rental (without completing the post-rental inspection), even if the damage occurred during the Rental period;
- ✖ If the Driver uses the Car for taxi or any kind of paid transportation, courier, sports, entertainment industry. Subletting or lending of the Cars for free or not by the Driver, are prohibited. Carpooling (i.e. shared use of a car with other passenger(s) to travel to a common destination) for no remuneration but with shared costs, is allowed;
- ✖ Rentals exceeding 30 days. To extend a Rental beyond 30 days, Driver and Owner must sign a new Rental Agreement. The total duration of a series of back-to-back Rentals may never exceed 3 months.
  In Norway and in France, Rentals cannot exceed 90 days. To extend a Rental beyond 90 days, the Driver and Owner must sign a new Rental Agreement. However, there is no limitation for the total duration of a series of back-to-back Rentals ;
- ✖ All the conditions of the Terms are not respected such as, but not limited to, User and Car eligibility conditions, Booking process, Rental verification and conditions set forth in Article 8.2.

Forfeiture (Insurance would have applied but it is forfeited due to the circumstances)

- ■ The Driver uses the Car abnormally or has an illegal or reprehensible behavior (e.g. driving under the influence of alcohol or drugs) attempted to conceal the damage, repair it by their own means or aggravated the existing damage through their action;
- ■ Firearms impact;
- ■ Car explosion;
- ■ Damages caused by voluntary intervention, intentional event, or from a foreseeable cause (e.g. cleaning the Car with a damaging tool, entering a car park and hitting the maximum height bar while the Car exceeds it);
- ■ Abandoned Car without fully completing a post-rental inspection process;

- the Driver and/or any additional driver does not hold a driving licence issued by an EU country or an international driving permit, and their driving licence is not accompanied by a certified translation, the Driver remains liable for the full amount of the repair cost until such translation is provided (in France only).

10.1.3. Protection coverage

The **Deductible** is the maximum amount a Driver pays for repairs if a damage took place during the Rental, whether caused by the Driver, by an unidentifiable third party, or by a third party who didn't sign the accident statement or who doesn't have an insurance covering the damage.

In case of an accident with a third party,

- If the third party is identified and insured: the Driver will be liable up to the Deductible until the procedure against this third party has been successfully concluded and the sums owed by them have been recovered by the Insurance. Once the Insurance collects the amount due from the third party's insurance company, Getaround reimburses the Driver, except in Germany where the Driver will have to directly contact the third party to be refunded;
- If the third party cannot be identified or is not insured or if the accident statement wasn't fully and properly completed by the Driver, the Driver pays the value of the damage up to the amount of the Deductible and the Insurance pays the rest.

The Driver can either maintain the Limited Protection (i.e. the standard Deductible) or upgrade to Essential and Premium Protection(when available) (together referred to as "**Protection**"). The amount of the Protection selected is indicated in the Rental Agreement.

The **Essential and Premium Protections** (i.e. the reduced Deductible and together referred to as "**Protection Options**") is an option to reduce the Deductible amount and which can be added upon Booking or at any time before the start of the Rental via the Driver's Account.
The Protection Options are refundable up to the fourteenth day after the option has been taken out by the Driver and before the start of the Rental. Once the Rental has started, the Protection Options are not refundable.

What do the Protections Options cover ?

- ✓ In Norway and Spain, it will apply to all damages caused to the Car during the Rental.
- ✓ For all the other countries, if there are two damages during the same Rental, it will apply to the damage with the highest repair costs and the second damage will be covered by the full Deductible amount (without any Protection Options applying).

When the Protection Options are not available?

- ✖ In specific cases of increased level of risk for the concerned Rental (such as the age of the Driver, their rental history on the Platform or the category of the Car);
- ✖ If the Car is covered by an external insurance and not by the Insurance contract, in Spain. The Driver can see if the Car is covered by the Insurance selected by Getaround by checking the section about insurance in the Listing.

- ✖ For any Cars rented in La Réunion, the Premium Protection Option will not be available.

10.1.4. Protection exclusion

The Driver's behavior can lead to the loss of the Protection Options purchased or to the increase of the Limited Protection (i.e. standard Deductible).

The Protection Options will not apply or will be excluded in the following situations:

- ✖ When an increased Deductible applies;
- ✖ In case of theft of the Car with keys being returned;
- ✖ In case of fuel error in France;
- ✖ Pre-rental and/or post-rental inspection process isn't properly completed by the Driver (e.g. the Car isn't entirely captured on the photos, the Car cannot be identified on the photos or the quality of the photos is so bad that the state of the car cannot be assessed);
- ✖ If the Driver makes two consecutive Rentals with the same Car or two Rentals with the same Car within one month, one with a Protection Options and the other without, and a damage occurs during any of the Rentals;
- ✖ For damages caused to the key, parking badge, battery and interior of the Car (i.e. cigarette burn/hole, damage to the dashboard or interior of the door) which are subject to the payment of a lump sum as listed in Article 11.3.2;
- ✖ A false declaration is made on an element impacting the Insurance's decision to cover the damage;
- ✖ The Driver uses the Car abnormally,has an illegal or reprehensible behavior (e.g. driving under the influence of alcohol or drugs), attempts to conceal the damage, repairs it by their own means or aggravates the existing damage through their action

In the above situations, the Protection Options bought by the Driver does not apply, the Limited Protection (increased or not) or the lump sum listed in Article 11.3.2 apply.

10.1.5. Specific Deductibles and other charges

For all countries, the Limited Protection will be increased in the following situations (except for Rentals covered by the third-party Insurance taken out by the Owner. In such case, only the Limited Protection will apply):

- ❖ €2,200 for France
  - ■ Driver who at the time of the damage has had a driving license for less than two years;
  - ■ Driver who at the time of the accident was under 18 years old;
  - ■ Unregistered secondary driver had the accident.

  This 2,200€ Deductible is cumulative, both among this list and with the Limited Protection.
  Beyond the cumulative amount of applicable Deductibles, the Insurance applies.
  E.g. : a driver can have the 1,100€ Deductible apply for a damage + 2,200€ if the Driver had the license for less than 2 years + 2,200€ if the Driver is under 18 years old.

- €3,200 for France and up to €3,000/12,000 kr for the other countries
  - Theft of the Car with no possibility for the Driver to give back the key.

  Beyond the amount of this increased Deductible, the Insurance applies.

  This increased 3,200€ Deductible is not cumulative with the Limited Protection.

In Norway, a specific Deductible of 2,500kr will apply in case of glass damage to a Car during a Rental regardless of its category.

If the Driver abandons the Car without completing the post-rental inspection process, Getaround will charge the Driver up to €3,200 for France and up to €3,000/12,000 kr for the other countries to cover the costs of the damage and repatriation (if applicable). If the amount charged does not cover the full cost of the damage and repatriation, the Owner is entitled to recover the outstanding amount directly from the Driver.

10.2. Roadside assistance

Roadside Assistance is available to Drivers who rent a Car via Getaround. Drivers who would use roadside assistance from a service provider other than the one made available through Getaround will bear all associated costs.

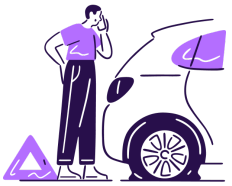
In all countries except in Norway, Roadside Assistance : (i) manages the repair at the roadside or towing of the Car to the nearest garage; (ii) manages the transport home or onward travel for the Driver and its passengers to one location only; (iii) provides a replacement Car only when the Driver paid for a Protection Options ; (iv) covers the costs incurred by the Owner when traveling to the garage where the Car has been taken and repaired.
In Norway, Roadside Assistance service: (i) manages the repair at the roadside or towing of the Car to the nearest garage and (ii) provides a replacement vehicle.
If none is available, the Driver will have to make their own travel arrangements and send the original receipts to Getaround to be refunded for the cost incurred. Getaround will then forward the original receipt to the Insurance. Only the reasonable expenses to reach the destination point will be covered by the Insurance, taking into account the distance between the location of the accident/breakdown and that destination. Also, the Insurance/Roadside Assistance and/or Getaround are entitled to challenge the destination and the means to reach it if it appears to be practically and/or economically unreasonable.

The terms and conditions of the Roadside Assistance can be found here.

In case of a breakdown, the Owner authorizes Getaround and the Roadside Assistance provider to repair the Car up to €200/3,000 kr in order for the Driver to be able to continue their Rental. These costs will be charged to the Owner unless the Driver is proven responsible due to an abnormal use of the Car. 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.

If the Car is driven outside of an authorized country (listed here), the Rental won't be covered by Roadside Assistance.

11. Damages



The Driver agrees to take the utmost care of the Car and return it in the same condition as it was in when they took it. The Driver is liable for any damage caused to the Car during the Rental period, i.e. from the time they took it until the time they returned it, whether they caused it or not (unless caused by a third party with whom an accident report has been properly completed and signed).

In the event of damage caused or discovered by the Driver during the Rental, the Driver must report it to the Owner as set out in the Article 11.1 and contact Roadside Assistance if the damage prevents them from continuing the Rental, as set out in Article 10.2. Any repair carried out by the Driver without the Owner's prior written approval will not be covered by the Insurance and will be at the Driver's expense.

In case of a warning alert related to low levels of oil, coolant, windshield washer fluid, AdBlue or key battery or to tyre pressure or blown bulbs the Owner authorizes the Driver to purchase the required product meeting Car manufacturer's requirements provided that it's required to continue their Rental. The cost of such a product will be charged to the Owner and refunded to the Driver provided that the Driver submits proof of purchase, the products meet the Car manufacturer's requirements, the price is in line with the average market price and does not exceed €50 / 500 kr. For purchases exceeding €50 / 500 kr, the Driver must obtain the Owner's prior approval to be eligible for reimbursement.

11.1. Reporting a damage or theft

In the event of damage, theft or breakdown of the Car, the Driver must not wait until the end of the Rental and **MUST IMMEDIATELY** (AND IN ANY CASE WITHIN 24 HOURS FROM THE DISCOVERY OF THE INCIDENT OR THEFT) **NOTIFY THE OWNER WHO HAS A MAXIMUM OF**

- **IN CASE OF DAMAGE: starting from the end of the Rental**
  - **7 WORKING DAYS FOR OWNERS PART OF THE GETAROUND ENTREPRENEUR PROGRAM;**
  - **5 WORKING DAYS FOR THE OTHER OWNERS.**
- **IN CASE OF THEFT OR SUSPECTED THEFT: starting from the end of the Rental**
  - **2 WORKING DAYS.**

TO REPORT THE DAMAGE OR THEFT TO GETAROUND VIA THEIR ACCOUNT AND PROVIDE THE CORRESPONDING PHOTOS TO BACK UP THE CLAIM. "Working days" are Monday to Friday.

THE POLICE MUST BE NOTIFIED:

- **IMMEDIATELY IF ANY INDIVIDUAL IS INJURED OR IF THE DAMAGE TO THE CAR CONSTITUTES A RISK FOR PERSONS**
- **48 HOURS IN FRANCE AND 24 HOURS IN OTHER COUNTRIES IN CASE OF THEFT OR SUSPECTED THEFT**

Except in Norway, any request received after this deadline will not be handled through Getaround (unless there is a case of force majeure) and **the Owner will have to deal directly with the Driver to collect the amount due without involving Getaround.**

In case of an accident with a third party, the Driver must complete and sign with the third party an accident statement and send it to Getaround and/or the Owner.

11.2. Existence of the damage and attribution to a specific Rental

Getaround only qualifies as a Damage giving right to compensation to the Owner, a deterioration:

- which can be attributed to a specific Rental without any doubt, and
- which size is at least 5.5 centimeters when on the exterior of the Car, unless the damage is intentional (e.g. a drawing done with a key on the Car, weapon impact etc) or the damage causes a safety risk.
  When declaring the damage and if there's a likely doubt on its size, the Owner will have to take a photo with the smaller side of a credit card next to the damage to prove it exceeds 5.5 centimeters (damages in the interior of the Car are not subject to this minimum size).

The fact that a damage can be attributed to a Rental without any doubt is based on the visibility of the damage on the photos taken by the Driver during the pre-rental and post-rental inspection, and the compliance of such photos:

- if the photos taken during the pre-rental and/or post-rental inspection do not enable Getaround to confirm that the damage declared by the Owner occurred during the designated Rental:
  - **If it is due to the visibility of the photos and/or the way they were taken** (i.e. the photos do not have sufficient quality and/or lighting, and/or are not taken according to Getaround's instructions): if Getaround has sufficient evidence based on elements provided by the Owners, and/or other photos of previous and subsequent Drivers taken during their pre-rental and/or post-rental inspection, Getaround will charge the Driver with the value of the damage up to the Protection amount;
  - **if it is due to the location of the damage on the Car** (e.g. on the underbody), Getaround will not charge the Driver for the damage unless the Owner provides elements linking the damage to a specific Rental without a doubt ;
- if the photos taken during the pre-rental and post-rental inspection enable Getaround to confirm that the damage declared by the Owner occurred during the designated Rental, Getaround will charge the Driver with the corresponding value of the damage up to the Protection amount.

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

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

Owner within the above mentioned deadlines, Getaround will not collect from the Driver the amount they owe (i.e. damage value up to the Protection amount or the lump sum indicated in Article 11.3.1.)

11.3. Damage compensation

Accepted claims are compensated on the basis of their value assessed by the Insurance/Getaround's appraisal partner/appraisal mandated by the Owner, or with a lump sum payment.

Compensation with a lump sum payment won't apply when several elements/parts of the Car have been damaged by the Driver during the same event (e.g. same accident or same maneuver with the Car).

In such cases, the value of the damage will be assessed by the Insurance/Getaround's appraisal partner/appraisal mandated by the Owner.

11.3.1. Assessment of the damage value

The value of the damage is assessed by a third party, which can be

- Getaround's appraisal partner, or
- the appraiser mandated by the Insurance company, or
- an appraiser mandated by the Owner (only when the Rental is covered by a third-party insurance taken out by the Owner).

The choice of damage assessment depends on whether the Owner is a professional (in that case, a distinction is made whether they they are insured via Getaround's insurance partner or externally) or isn't a professional (and in that case, a distinction is made whether the Driver had chosen a Protection Options or not).

In all cases:

- When the Owner decides to repair their Car and chooses a repair garage approved by the Insurance company, the latter will directly pay the garage. The Owner will only advance the Protection amount, which will be reimbursed to them once the Insurance company approves the claim.
  If the Owner chooses a repair garage which is not approved by the Insurance company, the Owner will pay for all repair costs and the Insurance company will refund them, except in Norway where the Owner has no choice but to choose a garage approved by the Insurance company.
- The costs for the expertise made by Getaround's appraisal partner or by the appraisal mandated by the Insurance company are included in the Insurance and are not charged to the Users. Any expertise by the Owner's external Insurance company or by a third party appraisal mandated by the Owner will be at the latter's own expense.
- The value of the damage that is made will be the sole applicable to the compensation that will be received.

When the Owner chooses to repair the Car, the Owner must quickly organize the meeting to obtain the Insurance appraisal's report and must send to the Insurance all the documents required and the invoice for the repair within 2 months after the end of the Rental. Otherwise, the Owner will have to deal directly with the Driver to collect the amount due (i.e. damage value up to the Protection) without involving Getaround.

11.3.2. Application of a damage compensation grid

Certain types of damages cannot go through a third party to assess their value, either when the compensation requires a straightforward replacement (e.g. replacing a hubcap or lost key) or when the only way to compensate the Owner is to replace a very expensive part that would be disproportionate compared to the damage actually caused during the Rental. In such cases, compensation is done with a lump sum payment.

However, when the damage/pilot errors have been caused voluntarily or by serious misconduct, the lump sum mentioned in the table below will not apply and the Driver will be charged for the full value of the damage.

The compensation for the battery, the key and the punctured tire are subject to the presentation to Getaround of an invoice evidencing the effective replacement, as well as an invoice for the purchase of the replacement part when one is needed. The invoice must be provided by the Owner to Getaround within 7 Business days after the validation of the claim by Getaround.

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

In Germany	**Eco Category Cars**	**Comfort and Premium categories Cars** (excluding utility Cars)	**Utility Cars**
Rim (damaged)	€95	€150	€95
Hubcap (damaged or missing)	€30	€50	€30
Any damage caused to the interior of the Car such as: cigarette burn / hole in any interior fabric / damage to dashboard or interior of a door*	€450	€500	€350
Misfuel (costs for emptying and cleaning the tank). Exception: in case of severe damage to the Car	€500	€500	€500
License plate (damaged or missing)	€25	€25	€25
Parking badge (lost, damaged or not returned within 7 days following the end of the Rental**)	€30	€30	€30
Windscreen chip, smaller than 2.5cm Exception: if the damage is in the driver's field of vision or close to the edge of the windscreen	€100	€150	€150
Key (lost, damaged or not returned	€200	€250	€250

within 7 days following the end of the Rental**)			
Punctured tire (including the opposite tire which must also be replaced for safety reasons) This compensation is subject to conditions detailed in Article 11.4.1.	€200	€250	€200
Battery change (recharging excluded and only when need for battery replacement was caused by the Driver)	€150	€200	€200
Antenna (only the antenna is missing or damaged)	€50	€50	€50
Antenna with its base (both the base and the antenna must be replaced)	€150	€150	€150

*doesn't apply to accessories such as covers placed over the seats
** it must be sent within 7 days, the date of postage serving as proof of compliance with this deadline.

In Belgium	**Eco Category Cars**	**Comfort and Premium categories Cars** (excluding utility Cars)	**Utility Cars**
Rim (damaged)	€95	€150	€95
Hubcap (damaged or missing)	€30	€50	€30
Any damage caused to the interior of the Car such as: cigarette burn / hole in any interior fabric / damage to dashboard or interior of a door*	€250	€300	€250
Misfuel (costs for emptying and cleaning the tank). Exception: in case of severe damage to the Car	€400	€400	€400
License plate (damaged or missing)	€20	€20	€20
Parking badge (lost,damaged or not returned within 7 days following the end of the Rental**)	€20	€20	€20
Windscreen chip, smaller than 2.5cm Exception: if the damage is in the driver's field of vision or close to the	€100	€150	€150

edge of the windscreen			
Key (lost, damaged or not returned within 7 days following the end of the Rental**)	€225	€300	€225
Punctured tire (including the opposite tire which must also be replaced for safety reasons) This compensation is subject to conditions detailed in Article 11.4.1.	€150	€250	€150
Battery change (recharging excluded and only when need for battery replacement was caused by the Driver)	€120	€150	€150
Antenna (only the antenna is missing or damaged)	€50	€50	€50
Antenna with its base (both the base and the antenna must be replaced)	€150	€150	€150

*doesn't apply to accessories such as covers placed over the seats
** it must be sent within 7 days, the date of postage serving as proof of compliance with this deadline.

In France	**Eco Category Cars**	**Comfort and Premium categories Cars** (excluding utility Cars)	**Utility Cars**	**Prestige category Cars**
Rim (damaged)	€95	€150	€95	€250
Hubcap (damaged or missing)	€30	€50	€30	€80
Any damage caused to the interior of the Car such as: cigarette burn / hole in any interior fabric / damage to dashboard or interior of a door*	€250	€300	€250	€500
Misfuel (Deductible applied)	N/A	N/A	N/A	N/A
License plate (damaged or missing)	€20	€20	€20	€20
Parking badge (lost, damaged or not returned within 7 days following the end of the Rental**)	€20	€20	€20	€20
Windscreen chip, smaller than 2.5cm Exception: if the damage is in the driver's field of vision or close to the	€100	€150	€150	€200

edge of the windscreen				
Key (lost, damaged or not returned within 7 days following the end of the Rental**)	€250	€300	€250	€300
Punctured tire (including the opposite tire which must also be replaced for safety reasons) This compensation is subject to conditions detailed in Article 11.4.1.	€150	€200	€150	€350
Battery change (recharging excluded and only when need for battery replacement was caused by the Driver)	€100	€150	€150	€250
Antenna (only the antenna is missing or damaged)	€50	€50	€50	€50
Antenna with its base (both the base and the antenna must be replaced)	€150	€150	€150	€150

*doesn't apply to accessories such as covers placed over the seats
** it must be sent within 7 days, the date of postage serving as proof of compliance with this deadline.

In Norway	Eco Category Cars	Comfort and Premium categories Cars (excluding utility Cars)	Utility Cars	Prestige category Cars
Rim (damaged)	2.800 kr	3.500 kr	3.000 kr	5.000 kr
Hubcap (damaged or missing)	300 kr	300 kr	300 kr	800 kr
Any damage caused to the interior of the Car such as: cigarette burn / hole in any interior fabric / damage to dashboard or interior of a door*	5.000 kr	7.000 kr	5.000 kr	10.000 kr
Misfuel (Deductible applied)	N/A	N/A	N/A	N/A
License plate (damaged or missing)	250 kr	250 kr	250 kr	250 kr
Parking badge (lost, damaged or not returned within 7 days following the end of the Rental**)	300 kr	300 kr	300kr	300kr
Windscreen chip, smaller than 2.5cm (Deductible applied)	N/A	N/A	N/A	N/A
Key (lost, damaged or not returned	4.500 kr	4.500 kr	4.500 kr	4.500 kr

within 7 days following the end of the Rental**)				
Punctured tire	N/A	N/A	N/A	N/A
Battery change (recharging excluded and only when need for battery replacement was caused by the Driver)	2.000 kr	2.800 kr	2.000 kr	3.500 kr
Antenna (only the antenna is missing or damaged)	650 kr	650 kr	650 kr	650 kr
Antenna with its base (both the base and the antenna must be replaced)	1,900 kr	1,900 kr	1,900 kr	1,900 kr

*doesn't apply to accessories such as covers placed over the seats
** it must be sent within 7 days, the date of postage serving as proof of compliance with this deadline.

In Spain	**Eco Category Cars**	**Comfort and Premium categories Cars** (excluding utility Cars)	**Utility Cars**
Rim (damaged)	€95	€150	€95
Hubcap (damaged or missing)	€30	€50	€30
Any damage caused to the interior of the Car such as: cigarette burn / hole in any interior fabric / damage to dashboard or interior of a door*	€250	€300	€250
Misfuel (costs for emptying and cleaning the tank). Exception: in case of severe damage to the Car	€400	€400	€400
License plate (damaged or missing)	€20	€20	€20
Parking badge (lost, damaged or not returned within 7 days following the end of the Rental**)	€20	€20	€20
Windscreen chip, smaller than 2.5cm Exception: if the damage is in the driver's field of vision or close to the edge of the windscreen	€100	€150	€150
Key (lost, damaged or not returned within 7 days following the end of the	€200	€250	€200

Rental**)			
Punctured tire (including the opposite tire which must also be replaced for safety reasons) This compensation is subject to conditions detailed in Article 11.4.1.	€150	€200	€150
Battery change (recharging excluded and only when need for battery replacement was caused by the Driver)	€100	€150	€150
Antenna (only the antenna is missing or damaged)	€50	€50	€50
Antenna with its base (both the base and the antenna must be replaced)	€150	€150	€150

*doesn't apply to accessories such as covers placed over the seats
** it must be sent within 7 days, the date of postage serving as proof of compliance with this deadline.

11.4. Specific rules

11.4.1. Punctured tires

If the punctured tire is older than 5 years or the puncture is due to faulty maintenance, all costs (replacement of the punctured tire and the opposite non-flat tire) will be paid by the Owner. Otherwise, the Driver will pay the cost indicated in Article 11.3.2 for the replacement of the punctured tire and the opposite tire (on the same axle).

In Norway, the Driver will cover the cost of the replacement of the punctured tire and will pay up to 1,500 kr for the replacement of the opposite tire (if needed due to its conditions). A 20% age discount on both tires until the tires are 5 years old. The discount is calculated based on the nearest rounding value, considering that if the tire is less than 6 months old, the value will be rounded down, otherwise it will be rounded up. The rest will be paid by the Owner. The invoice for the opposite tire change must be provided by the Owner to Getaround within 7 business days after the validation of the claim by Getaround.

11.4.2. Broken clutch

Unless specific information is provided by the manufacturer, the clutch will be presumed to have a normal life span of 120,000 kms or 5 years, whichever happens first. In addition, to be eligible for the compensation as set out below, the clutch must be either the original Car 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 Owner shall appoint an appraisal to determine the origin of the breakdown.

- If the appraisal doesn't identify any misuse of the Car by the Driver having caused the clutch to break, the Driver will not be responsible for the replacement of the clutch or for the expertise costs;

- If the appraisal determines that the Driver misused the Car and damaged the clutch, the Driver will be responsible for its proportional reimbursement along with any appraisal costs incurred.
  For example, if the clutch had a life expectancy of 120,000kms and the clutch broke when the Car had been driven 60,000kms, the Driver will be liable for one half of the replacement costs along with any appraisal costs incurred.

  The Driver may carry out a counter-appraisal at their own expense. If the counter-appraisal 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 appraisal determines that the Driver misused the Car and damaged the clutch, if the life expectancy of the clutch threshold has been reached, the Driver will not be liable for any cost incurred.

11.4.3 Breakdown, engine failure or any other non-visible damage

In case of a breakdown during the Rental that the Owner suspects having been caused by the Driver's misuse, the Owner can commission an appraisal (for France) or a mechanical specialist (for other countries) to identify if the Driver was responsible. The appraisal appointment must be scheduled and the appraisal date must be communicated to Getaround within 7 days from the date of discovery of the breakdown. The Driver can carry out a counter-appraisal at the same date or within 7 days from the receipt of the Owner's appraisal report :

- **If the Driver isn't considered responsible**, the appraisal/mechanical specialist's costs are charged to the Owner.
- **If the Driver is considered responsible**, the latter will be charged with the appraisal/mechanical specialist's costs.

A breakdown management fee of €90 / 900 kr will also be charged to the Owner if they are responsible for the breakdown (i.e. lack of maintenance of the Car or abnormal use).

The Driver can carry out a counter-expertise to invalidate that appraisal/mechanical specialist's report within 7 days from the receipt of such report. The Owner undertakes to provide the Driver with all the information required and make their Car available to enable the Driver to organize the counter-expertise within the required timeframe.

If the Driver doesn't proceed with a counter-expertise and doesn't pay the compensation due for the damage, the Owner can initiate recovery proceedings before the competent courts.
Failing to comply with the deadlines required in this article and/or for the Owner to provide the information needed by the Driver or to make their Car available to enable the Driver to organize the counter-expertise within the required timeframe, the claim and/or counter-expertise will be rejected by Getaround.

11.5. Management fees for claims and specific damages

Getaround will charge to the Driver a damage admin fee of €45 / 500 kr (€0 or 0 kr if a Premium Protection option is taken) when the declared damage is validated by Getaround.

This damage admin fee will be increased to €200/ 2,000kr, in the following circumstances: misfilling (incorrect fuel or AdBlue), loss of or damage to the Car keys, failure to comply with dashboard warning lights/alerts or operating instructions (e.g. continuing to drive despite a warning light) and misuse or gross negligence resulting in damage. The €200/ 2,000kr damage admin fees applies even if the Driver has taken the Premium option.

11.6. Financial guarantees for the Owner

For damages covered by the Insurance, Getaround guarantees to the Owner the compensation of the damage caused to the Car during a Rental up to:

- the amount of the Protection (Limited, Essential or Premium) or increased Deductibles indicated in Article 10.1.4
- the lump sum indicated in Article 11.3.2 for some specific damages.

For damages not covered by the Insurance, Getaround will cover up to €3,200/32,000 kr in the following cases:

- Rental Agreement was not completed due to the Driver's fault;

Driver returns the Car after the initial end of Rental without fully completing the post-rental inspection.

For damages not covered by the Insurance when it is due to issue related to the App and/or the Connect Device, Getaround guarantees to the Owner the compensation of the damage caused to the Car during a Rental (the Driver will be charged up to the amount of the Protection amount , or increased Deductibles indicated in Article 10.1.4 and/or the lump sum indicated in Article 11.3.2).

When the Driver has an illegal or reprehensible behaviour (e.g. driving under the influence of alcohol or drugs), **attempts to conceal the damage, repairs it by their own means or aggravates the existing damage through their action**, Getaround guarantees to the Owner the compensation of the damage caused to the Car during their Rental up to:

- In France: the lump sum indicated in Article 11.3.2 for some specific damages or the amount of Excess. For damages caused by illegal by illegal or reprehensible behavior, the Insurance will cover the remaining amount if any;
- In other countries: the lump sum indicated in Article 11.3.2 for some specific damages or €3,200/32,000 NOK.

When the Driver abandoned the Car without fully completing the post-Rental inspection process, Getaround will cover up to €3,200/32,000 kr in total for damage to the Car and the repatriation costs (if applicable).

These guarantees will only apply if all conditions set by these Terms are fully respected by the Owner.

If the Owner wishes to obtain the payment of any remaining balance beyond the amounts covered by Getaround and/or the Insurance, they will have to claim such payment directly with the Driver (neither Getaround nor the Insurance will be involved in that claim or action).

12.
Financial conditions



Getaround uses payment service providers (Stripe for all countries and also Paypal in Germany) to bank the sums collected via the Platform.

Any creation of an Owner Account on the Platform leads to the automatic creation of a payment account on Stripe's Connect service (find more information about Stripe here), in order to enable Getaround to proceed with the payment of the sums due to the Owner.

By accepting these Terms, the Driver authorizes Getaround to collect/reimburse, on the credit cards used for the payment of the Rental, the different sums due in application of such Terms. In that regard, the Owner accepts that Getaround collects the sums due by the Driver in their name and on their behalf. Getaround will not debit the Driver and pay the Owner for issues reported by the Owner to Getaround outside of the deadlines specified in the Terms.

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 User (end of the Rental, cancellation,...), Getaround issues a transfer order to Stripe so the latter can transfer the sums directly to the User's bank details entered in their Account, after deduction of any sums owed by that User (e.g. Getaround Connect subscription, fuel adjustment, in the event of undue or excess debits to the Driver,...).

12.1. Driver's payment

12.1.1. Security deposit

A security deposit can be requested by Getaround upon Booking. The security deposit amount will simply be held temporarily on the credit card used to pay the Rental and will not be debited from the bank account (it might appear on the Driver's bank account statement depending on the bank's policy). The amount of the security deposit depends on the Car category, the details of the Rental, the Driver's Rental history and in case of damage caused by the Driver to a Car during a previous Rental.

The security deposit is used to cover any additional amount due by the Driver post-Rental (such as late return fees, extra mileage, etc) and the damage to the Car declared by the Owner. It is released on the 7th French working day following the end of the Rental, but if the amount due is unknown on that date, the security deposit can be extended up to 30 days following the Booking.

12.1.2. Booking Price

The Booking Price paid by the Driver upon Booking, excluding any Protection Options , includes:

- The Owner Earnings (details in Article 12.2);
- The Insurance premium (details in Article 10.1);
- The Roadside Assistance premium (details in Article 10.2);
- The Driver Service Fee (details in Article 12.1.3);
- The Included Mileage.

If the Car is delivered to the Driver, the latter is informed beforehand of the delivery costs.

The Booking Price depends on several factors, such as the duration of the Rental and the cost of Insurance (which depends notably on the Car category). Additional fees will be charged to Drivers (and secondary drivers in France) who are under 26 years old.

12.1.3. Driver service fees

A Driver Service Fee is applied to each Rental and is paid to Getaround. The amount varies notably according to the following criteria: whether the Car uses the Getaround 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 Daily Price and the country in which the Rental takes place.

12.2. Owner Earnings

The Owner Earnings are the amount paid by the Driver to the Owner, from which is deducted the Owner Service Fee (details in Article 12.2.3).

When the Rental is covered by the Getaround Entrepreneur insurance or by the Owner's external insurance, the Owner will also receive the Insurance premium paid by the Driver.

The Owner will receive the amount paid by the Driver for the delivery of the Car (when applicable) from which is deducted the delivery admin fee (details in Article 12.2.4).

12.2.1. Price setting by the Owner

Standard price setting

Owners freely set their reference price per day (the **"Daily Price"**) for each of their Cars, which is the earnings they want to receive for a given day of Rental. The Daily Price can be fixed or can vary depending on the period, the day of the week and/or the duration of the Rental.
However, the Daily Price cannot be lower than the threshold set 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.

Owners can offer hourly Rentals (without any obligation, Owners can opt-out of this option at any time) and daily Rentals up to 30 days (up to 90 days in Norway). The price of the hourly and daily Rentals are calculated as follows:

- **Hourly Rental:** a fraction of the Daily Price set by Owners for the concerned day will apply from 1 hour up to 8 hours of Rental;
- **Daily Rental**: the Daily Price set by Owners for the concerned day will apply for Rentals above 8 hours. Price variables mentioned below can apply.

To assist the Owners, Getaround suggests:
- a Daily Price enabling them to optimize their revenue notably depending on supply VS demand and the Car characteristics;
- duration discounts applicable to the Daily Price and Owners can adjust such discounts for 2 days, 7 days, 30 days and 90 days (only in Norway) (thus modulating the discount amounts suggested by Getaround).

Owners remain free not to follow Getaround's recommendations and set a different Daily Price within a range defined by Getaround.

Smart Pricing

Getaround also proposes to Owners a feature named "**Smart Pricing**" to optimize their earnings. With this feature, Owners set their minimum Daily Price and give Getaround a mandate to:

- optimize their Daily Price which will vary according to days, seasons, holidays and/or events;
- and define the discount amounts applied to the Daily Price 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 Owners can make any change to their Daily Price 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).

12.2.2. Payment of the Owner Earnings

Owners can decide to be paid on a:

- **Weekly basis**: Getaround will pay the Owner Earnings on the first working day of each week (based in French working days from Monday to Friday);
- **Monthly basis**: Owner Earnings and any potential adjustment and compensation due during the month M-1 will be paid to the Owner at the beginning of the month M.

Only Rentals that ended at least 48 hours before the payment of the Owner Earnings date are taken into account.

Getaround may suspend payment to the Owner if additional verifications are required or if the Driver files a claim that Getaround considers valid (concerning adjustments and compensations). In this case, Getaround will retain the amount due to the Owner relating to that claim until:

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

12.2.3. Owner service fees

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

12.2.4. Delivery admin fees

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

12.2.5. Taxes

Owners are informed that the income they earn from renting their Cars may be taxable. It is the Owner's responsibility to check their tax obligations and make any declarations required by the tax authorities.

Getaround may be required to share certain information regarding the income earned by the Owners with the relevant authorities, in accordance with the laws applicable in the country in which the Owner operates. For this purpose, Getaround relies on the information available on its Platform, whether provided by the Owner or generated through Rentals. Getaround cannot be held liable for inaccuracies in such information.

12.3. Late payment penalties

Payments are due as soon as requested by Getaround. Any late payment will result, following a written notice by Getaround, in an increase of the amount due (including taxes) equal to 3 times the French legal interest rate effective on the invoicing day unless a legitimate reason is provided by the User.

13. Getaround Entrepreneur Program



Owners of car fleets above a certain size and generating a minimum annual turnover are eligible for the benefits of the Getaround Entrepreneur Program, as described in Appendix 1 of these Terms.

14. Messages sent through the Platform and their review



Users are likely to exchange messages between 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 Owner must only send messages that are strictly necessary for the performance of the Rental (e.g. answer questions of the Driver about the localisation of the Car, assist in finding parking spots at the end of the Rental,..) and must not send messages for commercial purposes or 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.

Users can leave reviews regarding their experience at the end of the Rental or after the cancellation of their Rental. Getaround reserves the right to remove, in whole or in part, any review containing false or misleading information.

15.
Intellectual Property



Getaround is the sole owner of all intellectual property rights related to the text, graphic, sound, videographic and software elements, and more generally any and all elements in and presented on the Platform, including the Getaround brand, with the exception of information entered by Users. The Users expressly agree:

- To use the Website and/or App for the sole purpose of using the Services;
- Not to infringe any of Getaround's intellectual property rights (including its brands) whether present on or 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 in 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.

The Users' compliance with the obligations specified above constitutes an essential condition without which Getaround would not have entered into these Terms with the User. Accordingly, Getaround reserves the right to suspend the User's access to the Platform and the Services, and to immediately close their Account without notice if the User does not comply with 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.

The Users grant Getaround a non-exclusive license on all data and elements they provide to enable the provision of the Services, i.e. photo of the User, rating and comments on Cars and/or Users following a Rental, Listing information, photos of the Cars associated with the Rental Agreements (together the "**User Content**"). Such license includes the right for Getaround 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;
- 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.

16.
Liability



16.1. As a content hosting platform, Getaround's role is exclusively limited to connecting Owners with Drivers, and Getaround remains a third party to the contractual relationship formed between Users for each Rental.

Accordingly, Getaround cannot be held liable for:

- any damage suffered or caused by the Driver or the Owner using a Car rented via the Platform;
- content provided by Users of the Platform;
- User's non-compliance with local regulations such as rules relating to tourism and car rental;
- restricting access to the Platform or removing any content uploaded by a User according to the Terms.

Getaround can only be responsible for content developed by Getaround itself.

16.2. Getaround does not guarantee rental revenues whatsoever and does not guarantee the solvency of Users, including the Drivers, even when a security deposit is made or a credit check is carried out.

16.3. Getaround does not stand as a guarantor for any User or Car. Users remain responsible for providing accurate information and Getaround does not provide any statement, confirmation or approval concerning Users, their identity or their background. By using the Services, the Users accept that Getaround shall not carry out a background check of its Users.

16.4. Getaround undertakes to implement all necessary means to ensure the best possible provision of Services, However, Getaround shall not be held liable for the incorrect functioning or lack of availability of the Website, App or Service, whether due to lack of Internet connection or network failure, a User's action, in case of an unpredictable and insurmountable act of a third party, or in case of force majeure. Users are informed and accept that the Platform and the Services are provided *as-is*.

The Users 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 Platform 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.

16.5. Getaround can in no way be responsible for indirect or incidental damages caused to Users in the execution of the Terms.
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. Users agree not to attempt to hold Getaround liable or take legal action against Getaround for such acts or omissions.

17. Availability of the Platform and Services



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

Interruptions may also occur due to breakdowns or due to maintenance and updating required for the proper operation of the Platform and to provide the Service (the "**Maintenance Operation**"). In such a case, 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.

Problems attributable to the User's Internet access or computer equipment are not covered by this assistance.

18. 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 Protection Options selected within the deadline mentioned in Article 10.1.3.

19. Personal data



Getaround is responsible for the processing of the User Personal Data that is collected through their use of the Services and Platform. 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. When registering on the Platform, each User consent to such processing and they warrant the accuracy of all data provided by them.

20.
Modification of the Terms



Getaround updates characteristics and features of the Platform 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 the Services or any legal, jurisprudential, editorial and/or technical changes. Getaround will notify Users before the amended Terms come into effect and will ask for the User's acceptance on the day the Terms come into effect.

The Terms applicable to each Rental are those effective at the time of the start of the Rental.

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

21.
Miscellaneous



The parties (i.e. Getaround, the Owner and the Driver) 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, the validity of the other clauses of the Terms shall not be affected.

If one of the parties were to waive one of the other party's commitments or obligations, this could 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 Getaround: at the address of its registered office, indicated in the legal notice;
- For the User: at the address indicated in their Account.

22.
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 European Union, 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 through Forbruker Europa.
- If the User is living in France, in accordance with with Articles L.616-1 and R.616-1 of the French Consumer Code, they can file a complaint to the Médiation Consommation Développement (a mediation body selected by Getaround) directly on its website or by post writing to MEDIATION CONSOMMATION DEVELOPPEMENT - Centre d'Affaires Stéphanois - Immeuble l'Horizon – Esplanade de France - 3 rue J. Constant Milleret, 42000 Saint-Etienne.

For all professional Users, when no amicable solution has been found after discussion with Getaround, they can submit any claim 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 entreprise will appoint a mediator to deal with their 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 their 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.

Appendix 1 :
Getaround Entrepreneur Program

This appendix ("**Appendix**") describes the terms and conditions that govern the eligibility and continued benefit of the Getaround entrepreneur program (the "**Getaround Entrepreneur Program**") for the Owners who meet the required criteria and conditions (the "**AM Owners**").

The Getaround Entrepreneur Program is structured in two categories: "'Getaround Success" and "Getaround Success Plus".

The words and expressions in capital letters shall have the same meaning as those defined in the Terms.

1. Eligibility condition

Eligibility conditions to the Getaround Entrepreneur Program will vary depending on the countries in which the Owner operated and is determined by the Owner Earnings generated during the past calendar year.

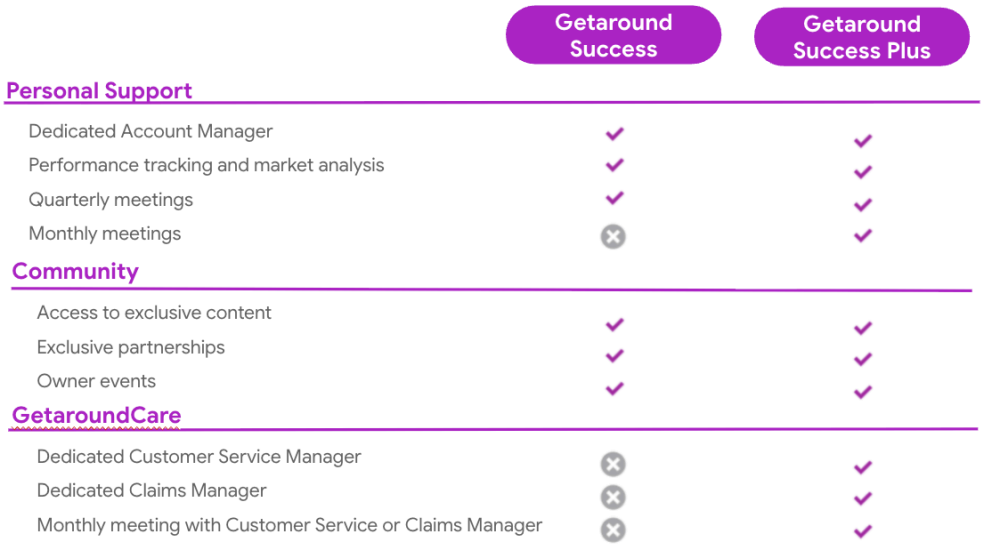
Below is the minimum Owner Earnings that must have been generated over the past year in order for the Owner to join the Getaround Entrepreneur Program, either in the Getaround Success category or in the Getaround Success Plus category for the following year:

	Getaround Success	Getaround Success Plus
Belgium	€20,000	€100,000
Germany	€10,000	€40,000
France	€40,000	€150,000
Norway	300 000 NOK	1 500 000 NOK
Spain	€20,000	€100,000

➜ In January of each year (N), Getaround will calculate the Owner Earnings generated over the past year. These Owner Earnings will determine whether the Owner can join the Getaround Entrepreneur Program and, if so, in which category, effective as of February for the rest of the year.

2. Getaround Entrepreneur Program benefits

All AM Owners who are part of the Getaround Entrepreneur Program will benefit from the following advantages:



In addition to the advantages described above, to reward AM Owners who deliver a high level of service, Getaround will also apply a discount on the Owner Service Fee. There are three levels of discount depending on the average rating left by the Drivers (all Cars included).

Average Driver rating (previous year)	Level of discount applied for Getaround Success	Level of discount applied for Getaround Success Plus
≥ 4.2	no discount	level 1
≥ 4.4	level 1	level 2
≥ 4.6	level 2	level 3

The Owner Service Fee applied by Getaround (with its discount, if any) is indicated at all times in the "Price" section of the Car page in the Owner's Account.

➜ In January of each year (N), Getaround will calculate the average rating given by Drivers during the previous calendar year. This rating will determine the discount (if any) applicable, effective as of February for the rest of the year.

3. Termination of the Getaround Entrepreneur Program benefits

As a member of the Getaround Entrepreneur Program, the AM Owner is expected to maintain exemplary conduct and strict compliance with the Terms. Getaround will closely monitor the claims declared, as these have a direct impact on Getaround, the Insurance and the Drivers. If the number of rejected claims declaration is excessively high compared to other Owners on the Platform (thus constituting negligence towards principles indicated in the Terms and/or the Insurance policy, or even being an indication of characterized abuse/attempt to

fraud such rules), Getaround may, after sending a formal notice that remains without effect, withdraw the Owner Service Fee discount with immediate effect.

Except in the case mentioned above, the Getaround Entrepreneur Program benefit granted in February will be applied for the rest of the year. Thus a decrease or increase in Owner Earnings during the year will only affect the AM Owner's category (or participation in the Getaround Entrepreneur Program) for the following year.

AM Owners may decide at any time to terminate their participation in the Getaround Entrepreneur Program by registered letter with acknowledgement of receipt, subject to a three-month notice period. The benefits arising from the Getaround Entrepreneur Program will end upon expiry of the notice period.

4. Modification of the Getaround Entrepreneur Program

Getaround may modify the Getaround Entrepreneur Program conditions unilaterally at any time, in particular to comply with any changes in the Services or any legal, jurisprudential, editorial and/or technical changes.
Getaround will notify AM Owners before the amended Getaround Entrepreneur Program conditions come into effect.