

KINTO Share

General Terms and Conditions of Business and Use

(as of May 2023)

1. Subject matter; scope of application; amendments to these GTC

- (1) KINTO Deutschland GmbH, Toyota-Allee 5, 50858 Cologne, Germany (hereinafter referred to as "KINTO") operates a station-based car sharing service under the business name "KINTO Share" (hereinafter referred to as "KINTO Share"). KINTO rents vehicles to registered customers as end users (hereinafter referred to as "Users") for use in accordance with these General Terms and Conditions of Business and Use ("GTC"), subject to availability. The registration for the car sharing offer takes place via the mobility platforms (app or web browser) of KINTO Share (hereinafter referred to as "Platform"). Bookings of KINTO Share vehicles and technical access to them shall be made exclusively via the app version of the platform ("KINTO Share App").
- (2) These GTC apply to the registration (conclusion of the framework agreement) and the booking of vehicles within the framework of KINTO Share (individual rental agreements). In addition to these GTC, the tariff and cost regulations for the use of vehicles via KINTO Share, which are available via the KINTO Share web portal and the KINTO Share app and which are valid at the time of the conclusion of the individual rental agreement, shall apply to the rental of vehicles.
- (3) The car sharing offer of KINTO is exclusively aimed at consumers of legal age (§ 13 BGB). KINTO reserves the right to verify the consumer status of the user and to reject contract offers from companies.
- (4) User is a natural person who successfully and properly registers via the Platform and who has concluded a valid framework agreement (clause 2.) with KINTO.
- (5) These GTC apply exclusively to the contractual relationship. Contractual terms and conditions of the user, even if KINTO is aware of them, shall not become part of the contract unless KINTO has expressly agreed to their validity in writing.
- (6) KINTO is entitled to change these GTC with the user's consent even during the term of a contract. The User shall be notified of any amendments by e-mail and/or by publication of the amended GTC on the platform. In the context of the publication of the amended GTC on the platform, the declaration of consent of the user is made via the platform.

2. Registration and agreement of the framework contract; user account

- (1) In order to use the functionalities of the platform, the user must create a user account. The user has the option to start the registration process in the app version and/or on the website of the platform via a registration button ("Create an account here!"). When registering, the User must provide, among other things, his first and last name(s), date of birth, postal address, a valid e-mail address, a valid cell phone number, as well as a password that he can choose freely in principle. He undertakes to choose a secure, i.e. sufficiently long and complex password. The password created by the User is used to gain access to the functions in the KINTO Share App and in particular to be able to rent KINTO Share vehicles, view invoices,

view/change personal/company data. After providing a valid cell phone number, the User will receive a code via SMS to this number (two-factor authentication), which he/she must then enter in the KINTO Share App. After the User has entered or uploaded all required information and documents in the registration form and has made all required declarations (see also section 3. of these GTC), the User completes the registration by clicking on the "Register" button. The successful registration is then confirmed to the user by an automatically generated e-mail to the e-mail address provided by him, in which his registration data is summarized. After successful registration, the e-mail address and the selected password serve as access data for the user account on the platform.

- (2) With the execution and conclusion of the registration for the platform, a framework agreement ("Framework Agreement") is established between KINTO and the User, under which the individual bookings for vehicle rental are made ("Individual Rental Agreements"). These GTC govern the provision and use of the Platform as well as the vehicle rental and form the basis for any use of the Platform and the rental of KINTO Share vehicles by the User.
- (3) It is KINTO's free decision whether to conclude a framework agreement with a user for the use of the platform or to refuse to do so. A user may not create multiple user accounts. A user account may only be used by one person. The automatic creation of user accounts by so-called bots is prohibited.
- (4) The conclusion of the framework agreement does not establish a claim to the conclusion of individual rental agreements, neither for KINTO nor for the user.
- (5) In order to be able to reserve and rent a vehicle via KINTO Share, the User must select a means of payment supported by KINTO Share as part of the registration process and provide the corresponding data (in particular credit card number, expiration date, CVC).
- (6) The text of the contract will be saved by KINTO after the conclusion of the contract and sent to the User by e-mail. These GTC are also available for download on the platform website and as part of the KINTO Share App.

3. Driver's license; driver's license validation; loss of driver's license.

- (1) As part of the registration process, the existence of a valid driver's license issued to the user is verified (driver's license validation pursuant to Section 3 (3), (4)). European driving licenses from the European Union (EU) and/or the European Economic Area (EEA) ("EU driving license") are accepted as "valid driving license". Non-EU/ EEA driving licenses can only be accepted in individual cases after individual verification by KINTO in an independent validation process.
- (2) Only natural persons are authorized to drive KINTO Share vehicles who
 - a) have reached a minimum age of eighteen (18) years and have held a valid driver's license to drive a passenger vehicle for at least one (1) year,
 - b) carry their valid driver's license during the rental period and comply with all conditions and requirements contained therein, if any,
 - c) have an active user account as a registered user and
 - d) whose identity and driver's license have been successfully validated.
- (3) Users must have their identity and driver's license verified ("validation") as part of the registration process. Validation is performed by matching a photo of the User's face with the photos contained on the User Identity Card and User Driving License documents and is

performed by an authorized online service on behalf of KINTO. The validation is started when the user accesses the validation function in the registration process and after uploading a photo of himself ("selfie" with a smartphone) and of the front and back of his driver's license and ID card, which shows the information required for the validation, such as, in particular, the first and last name, date of birth and, if applicable, postal address of the holder, document number, issuing authority/country and, if applicable, expiration date of the document. KINTO forwards the aforementioned data to the online service commissioned by KINTO for the purpose of performing the validation.

- (4) After successful initial validation of the driver's license, KINTO activates the user's access means (see section 4).
- (5) Notwithstanding the foregoing, KINTO reserves the right to request the User to provide evidence of the validity of his/her driving license at regular intervals and upon reasonable cause, as well as to verify and revalidate the validity of the driving license within the scope of legal obligations incumbent upon KINTO. As a rule, the driving license validation shall be performed again after 12 (twelve) months. If the User does not perform the renewed driving license validation, he/she may be blocked.
- (6) In case of revocation or loss of the driving license, as well as in case of expiration of the validity of the driving license, the driving authorization for KINTO Share vehicles expires immediately for the duration of the loss or revocation and until a new driving license validation. The same applies for the duration of a driving ban. Users must immediately report the revocation or restrictions of their driving license, driving bans that become effective, or a temporary seizure or confiscation of their driving license to KINTO Share's customer service.

4. Technical requirements and means of access

- (1) Access to the KINTO Share vehicles is exclusively via the app version of the platform as a smartphone application. The KINTO Share App thus serves as a means of access for reserving and renting vehicles as well as a means of access to the vehicle itself by means of the "Start journey (cent/min)" function in the KINTO Share App.
- (2) To use the KINTO Share App as a means of access, the user must have a smartphone that meets the technical requirements of the KINTO Share App. It is automatically checked with each download of the KINTO Share App whether the smartphone meets these requirements. In this respect, KINTO does not guarantee compatibility. The user requires a mobile phone or internet connection as well as a Bluetooth connection. The user's access to the mobile network or internet (access) is not subject of the contractual relationship. The user shall bear the costs of data transmission incurred vis-à-vis his mobile phone provider. The user is solely responsible for the functionality of his mobile network or internet access including the transmission paths as well as his smartphone.
- (3) With regard to the platform offered by KINTO, no specific scope of functions and services has been agreed. The user has no claim to the provision of certain functions and/or information. The scope of functions and services of the platform may be changed, restricted or discontinued altogether at any time. In all other respects, the scope of services and functions results from the respective valid service description, insofar as such is made available on the platform. Details on the technical availability and the respective scope of functions can be found in the descriptions on the platform.

5. Reservation and booking of vehicles (conclusion and rental period of individual rental contracts)

- (1) Registered Users can use the KINTO Share App to select KINTO Share Vehicles in the city to which the offer applies, subject to availability, and conclude individual rental agreements in accordance with the applicable tariff and cost regulations and in accordance with the regulations in clause 9(9). Within the respective city, the User can enter the pick-up location, the pick-up (pick-up time, selection of date & time) and the return (return time, selection of date & time) so that the available vehicles are displayed to him for the selected pick-up location and period. In individual cases, there may also be deviations between the actual pick-up location and the displayed pick-up location due to inaccuracies in the GPS signal.
- (2) Provided that one or more vehicles are available accordingly, the User can select a vehicle and conclude the corresponding individual rental agreement by means of the "Book a car" function and in accordance with the provisions in section 9(9). Access to the vehicle shall be granted in accordance with the provisions of clause 4 of these GTC. Unlocking of the vehicle is only possible if the User is not further than approx. 50 meters away from the booked vehicle with his means of access. The calculation of the costs for the vehicle rental results from the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement.
- (3) The user has the option to cancel the respective concluded individual rental agreement up to the selected pick-up time free of charge or against payment of a cancellation fee in accordance with the tariff and cost regulations valid at the time of conclusion of the individual rental agreement, depending on the cancellation time. From the beginning of the pick-up time selected by the User, cancellation of the vehicle booking is excluded.
- (4) The rental period begins with the selected pick-up time and ends as a rule at the selected return time with the return of the vehicle at the pick-up location, if the User has properly terminated the rental process in accordance with section 7. of these GTC, or if KINTO is entitled to terminate the rental in accordance with these GTC and terminates the rental unilaterally. The rental process can be terminated at any time, even prematurely, by returning the vehicle to the original pick-up location (see section 7. of these GTC as well as the specifications of the termination process in the app). If the User returns the vehicle to the pick-up location before the selected return time and properly terminates the rental process in accordance with section 7 of these GTC, the User shall nevertheless pay the vehicle rental for the entire booked period (pick-up time to selected return time).
- (5) In principle, the User has the option to extend the period booked within the scope of the concluded individual rental agreement (pick-up time to selected return time) at any time within the scope of availability via the KINTO Share App for the booked vehicle. In this case, the vehicle rental shall be increased proportionately by the extended period in accordance with the rate and cost regulations valid at the time the individual rental agreement was concluded.
- (6) If the User, without making use of the cancellation option pursuant to section 5 (3) of these GTC by the selected pick-up time, has not unlocked and received the vehicle by two hours after the selected pick-up time, KINTO is entitled to withdraw from the User's individual rental contract and to release the vehicle in the KINTO Share App for renewed bookings. In this case, the User is nevertheless obliged to refund the vehicle rental for the entire booked period (pick-up time to selected return time) ("Refund Amount"). The user is free to prove that KINTO has

either not suffered any damage or that the damage is significantly lower than the refund amount.

- (7) If the User returns the vehicle to the pick-up location late after the agreed return time has expired without making use of the basic extension option pursuant to Section 5 (5) of these GTC within the scope of the availabilities, the User is obligated, in accordance with the rate and cost schedule valid at the time of the conclusion of the individual rental agreement, to pay both (i.) to pay the vehicle rent increased proportionally by the extended period, as well as (ii.) to pay a contractual penalty for each case of culpably late return of the vehicle. The Tariff and Cost Regulations contain a standard amount of a contractual penalty for an average culpable late vehicle return. KINTO reserves the right to determine the contractual penalty in the specific individual case at its reasonable discretion, which is to be reviewed by the competent court in the event of a dispute. The proof and assertion of further damages by KINTO remains unaffected by this; a forfeited contractual penalty will be credited in this case.
- (8) KINTO reserves the right to decide freely on the conclusion of individual rental agreements.
- (9) If the KINTO Share vehicle is not roadworthy, the user will not be charged for the rental for the duration of the loss of use.

6. Receipt of the vehicle; obligation of the user to inspect the vehicle; putting the vehicle into operation; refueling the vehicle; trips to other European countries; stopovers (parking); contacting the user; replacement of the vehicle

- (1) When unlocking the vehicle in the KINTO Share App, the User will be asked for new visible defects, deficiencies, damages and gross impurities by means of the function "Start journey (cent/min)", whereby already existing defects and damages to the vehicle will be displayed to him. The User is obliged to check the KINTO Share vehicle for visible defects, damage and gross contamination upon receipt and before the start of the journey. He/she is also obliged to immediately report any detected external damage, defects, faults and gross contamination in the interior via the KINTO Share App and to document them by means of photos uploaded to the App. The User may also immediately report any external damage, defects, deficiencies or gross contamination in the interior to KINTO's customer service or to the service providers used by KINTO by telephone via the telephone number specified in the KINTO Share App. In order to ensure that the defect, damage and/or soiling can be attributed to the person responsible, the report must be made before the engine is started.
- (2) The user is obliged to provide complete and truthful corresponding information. KINTO may prohibit the use of the KINTO Share vehicle if the safety of the ride appears to be impaired.
- (3) Unlocking the vehicle in the KINTO Share app unlocks the vehicle's central locking system. To start the KINTO Share vehicle, the user uses the vehicle key stored in the vehicle (if the vehicle has them). Furthermore, the vehicle contains the other accessories such as the vehicle documents as well as a fuel or charging card and, if applicable, a parking card. The User is obliged to check whether the fuel or charge card is present when taking delivery of the vehicle. If the fuel or charging card is not present or if an incorrect card is inserted in the card holder, the User is obliged to report this immediately to KINTO's customer service or to the service providers used by KINTO via the KINTO Share App or via the telephone number specified in the KINTO Share App.

- (4) Unless otherwise stated in the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement, the User shall use the fuel card provided in the vehicle for refueling the vehicle within the cost framework provided for in the tariff and cost regulations, insofar as the refueling of the vehicle is or becomes necessary during the use of the KINTO Share vehicle. For this purpose, he/she shall observe the information provided in the vehicle on filling stations that accept the fuel card. The PIN for the fuel card is to be used exclusively for payment of a refueling transaction for the rented KINTO Share vehicle. If the User refuels the KINTO Share vehicle used by him without using the fuel card, this shall be done at the expense of the User, unless the refueling without using the fuel card occurs because the fuel card was exceptionally not present in the vehicle upon receipt of the vehicle and through no fault of the User. In this case, KINTO shall reimburse the costs incurred by the user upon presentation of the fuel receipt; in all other cases in which the user refuels the vehicle without using the fuel card, a subsequent reimbursement of the costs incurred by the user is excluded. If KINTO decides to reimburse the User in individual cases, this shall be done voluntarily and without the User having any claim to such reimbursement.
- (5) The User is entitled to make trips with the vehicle to other European countries. In doing so, however, he is obliged to refrain from driving to those European countries for which no insurance cover exists and which are excluded from the possibility of use in accordance with the information and details on the platform.
- (6) For intermediate stops (parking), the User has a corresponding function in the KINTO Share app ("Intermediate stop" or "Interrupt journey" function), which allows him to park and lock the vehicle temporarily outside the KINTO Share stations specified for pick-up and return. This does not terminate the rental of the vehicle, so the rental costs continue as part of the rental period even during the intermediate stop.
- (7) KINTO and/or a service provider used by KINTO is entitled to call the user on the mobile phone number stored in the personal data in case of disturbances of the usage process.
- (8) KINTO and/or a service provider used by KINTO is further entitled to take back the KINTO Share vehicle at any time in agreement with the User and to replace it by a comparable KINTO Share vehicle.

7. Termination of the individual rental agreement; return of the vehicle

- (1) The user may terminate the individual rental agreement at any time in compliance with the following provisions.
- (2) To terminate an individual rental contract, the User must park the KINTO Share vehicle at one of the return stations. Outside of these stations, a return is not possible; in this case, the user receives an error message that he cannot end the trip and thus the individual rental contract.
- (3) If all parking spaces at the return stations are occupied, the user must inform KINTO's customer service by telephone and coordinate the further procedure with them. KINTO will reimburse the user for any additional costs incurred as a result (e.g. higher rent due to later return of the vehicle).
- (4) To terminate the individual rental agreement, the User must leave the vehicle to be parked in accordance with the applicable road traffic regulations and must select the "End journey" function in the KINTO Share App and leave the accessories in the vehicle in accordance with

section 7 (5) a) of these GTC. Otherwise, termination is not possible. Upon proper termination, the KINTO Share vehicle will be locked automatically. The user will receive a notification in the app that his ride has been successfully completed.

- (5) The User is obligated to truthfully and completely answer and document the renewed query in the KINTO Share App for newly arising defects, damages or contamination within the scope of the termination. The User shall ensure that no waste or gross contamination remains in the KINTO Share vehicle.
- (6) The user is also obliged to,
 - a) return the accessories, namely in particular vehicle keys (if the vehicle has them), vehicle documents, fuel or charging card and, if applicable, parking card as well as warning triangle, breakdown kit, tools, on-board folder, navigation card of the KINTO Share vehicle, by leaving them in the places provided for this purpose in the vehicle (including card and key holder, telematics box in the glove compartment). In case of loss of the aforementioned accessories, the user is obliged to reimburse KINTO for the costs resulting from the loss (in particular for the replacement and technical setup/programming) according to the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement and to compensate KINTO for any damages resulting from the loss ;
 - b) make sure that he has parked the vehicle properly, applied the parking brake if necessary, closed all windows and doors completely and turned off all lights;
 - c) make sure that the passenger airbag is activated and that seats are returned to the position found upon receipt (e.g., no folded rear seat);
 - d) upon return of an electric vehicle, to park it at a charging station, if available, in the parking lot of the return station and to initiate the charging process before initiating the termination of the rental; this shall apply regardless of the battery power indicated on the charging indicator in the relevant KINTO Share vehicle immediately before the termination and return scheduled on the part of the User.
- (7) The user has to take care that he does not leave any personal items and things belonging to him in the KINTO Share vehicle when he leaves it. KINTO shall not be liable for the loss of such items and belongings left by the user in the vehicle when returning it.
- (8) The User is obliged to ensure that the termination of the individual rental agreement is fully completed before leaving the KINTO Share vehicle. If the User leaves the KINTO Share vehicle although the rental process has not been fully completed, the rental shall continue to run at the expense of the User in accordance with the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement.
- (9) KINTO reserves the right to automatically initiate the end of the rental period after the vehicle has been properly parked.
- (10) If the rental process cannot be terminated, the user is obliged to report this immediately to KINTO via the customer service and to remain at the vehicle until the further procedure has been decided by KINTO or the service providers used by KINTO for this purpose. Any additional rental costs incurred will be refunded after KINTO's inspection, provided that the user is not at fault. The user is at fault, for example, if the KINTO Share vehicle does not allow the rental to

be terminated because the fuel card or charging card or vehicle keys (if the vehicle has them) are not in the vehicle, the doors are not closed or the vehicle is outside the return station.

- (11) In the event of an accident that renders the KINTO Share vehicle immobile, the rental ends at the latest when the vehicle is handed over to the towing company. Section 10 of these GTC shall apply in addition.

8. Obligations of the user/prohibitions; blocking of the user account; contractual penalty; liquidated damages

- (1) The user is obligated to truthfully and completely provide the personal data required to use the platform and the services offered. Should individual data change during the term of the framework agreement, the user is obliged to keep the personal data stored in his user account up to date at all times. If the data is demonstrably not up to date (e.g. delivery of an e-mail not possible, mobile phone number outdated), KINTO reserves the right to temporarily block the user's user account.
- (2) The user undertakes to keep his password strictly secret, to keep it protected from access by third parties and not to make it accessible to third parties. In particular, the user may not under any circumstances write the password on an access means or its carrier medium, store it there without using appropriate programs to protect passwords from unauthorized access, or store it in any other way in the vicinity of the access means.
- (3) If the user discovers that another person has gained knowledge of his password or if there is a suspicion of misuse, the user is obliged to change this data immediately. If this is not possible, the user has to inform KINTO immediately. In this case, KINTO will block the customer account and the access to the service of the platform.
- (4) The user will not upload any files with malware to the platform as part of the registration process. It is also prohibited to manipulate the KINTO Share app using information technology methods. The violation and the attempt will immediately lead to exclusion from KINTO Share. The user is liable for any damage resulting from the violation.
- (5) The user has to report a loss or destruction of his mobile device, on which the KINTO Share App is installed, immediately to the customer service of KINTO, so that KINTO can block the means of access and prevent misuse. The user will be informed about the blocking in the app and via e-mail.
- (6) If the User is subsequently required to contact KINTO, the toll-free telephone number stored in the KINTO Share App and Website shall be used for this purpose.
- (7) The user is obliged to
 - a) always comply with the applicable road traffic regulations at home and abroad;
 - b) to treat the KINTO Share vehicle used with care and consideration, in particular to observe the specifications from the manufacturer's operating instructions (such as, in particular, to fill up with the correct fuel) and to observe the prescribed maximum speed and rpm;
 - c) Violence and accident damage or gross soiling must be reported to KINTO immediately;

- d) to always secure the KINTO Share vehicle against theft (windows and central locking system must be locked);
- e) on longer journeys, check the tire pressure at regular intervals and correct it if necessary;
- f) to stop immediately in case of maintenance requirements (e.g. low oil and operating fluid level) as well as in case a warning light in the dashboard display lights up and to contact KINTO or external service providers used by KINTO via customer service to agree whether the journey can be continued,
- g) Ensure that when an electric vehicle is used, the battery has sufficient capacity when the vehicle leaves the business area to return the vehicle to a return station and properly start the charging process; and
- h) pay all usage-related charges and fees, such as parking fees, tolls.

(8) The user is prohibited from:

- a) to drive the KINTO Share vehicle under the influence of alcohol, drugs or medication that could impair driving ability. A strict alcohol ban of 0.0‰ applies;
- b) to use the KINTO Share vehicle for the commission of crimes;
- c) to use the KINTO Share vehicle for off-road driving, motorsport events or races of any kind;
- d) transport children or infants without using a required booster seat/child seat device. The user must follow all manufacturer's instructions on the subject of fitting baby seats;
- e) Deactivate airbags unless required in accordance to transport children or infants using a required booster seat/child seat and/or to ensure compliance with the manufacturer's instructions regarding the installation of infant carriers. If an airbag has been deactivated, the user must reactivate all deactivated airbags before the end of the rental;
- f) to allow or enable another person to drive the vehicle even temporarily during the rental period, unless there is an emergency in which the assumption of driving the vehicle by another person is absolutely necessary to avoid or reduce a danger or damage and parking the vehicle instead of the assumption of driving the vehicle by the other person is not possible due to the individual circumstances;
- g) to use the fuel card to refuel vehicles other than the KINTO Share vehicle to which the fuel card is assigned at the time of refueling or to use the charging card to charge vehicles other than the KINTO Share vehicle to which the charging card is assigned at the time of charging, as well as to use it to pay for services (e.g. sweets, food) other than refueling/charging the KINTO Share vehicle rented by the User at the time of refueling/charging;
- h) Premium fuels (e.g. V-Power) when refueling. In the event of a violation of this, the user will be charged the costs in accordance with the tariff and cost regulations for the processing of third-party fuel receipts valid at the time of the conclusion of the individual rental agreement;
- i) use the KINTO Share vehicle for vehicle testing, driver training or for commercial passenger transportation or commercial transportation (e.g. courier trips, pizza delivery), unless prior written consent has been obtained from KINTO for the respective use;
- j) to use the KINTO Share vehicle for the carriage of highly flammable, toxic or otherwise hazardous substances, insofar as they significantly exceed normal household quantities;
- k) to transport objects or substances with the KINTO Share vehicle which, due to their nature, size, shape or weight, could impair driving safety or damage the interior;

- l) to smoke in the KINTO Share vehicle or to allow passengers to smoke;
 - m) To take animals into the KINTO Share vehicle unless they are in a closed box securely stored in the trunk;
 - n) grossly pollute the KINTO Share vehicle or leave waste of any kind in the KINTO Share vehicle;
 - o) to carry more than the number of vehicle occupants permitted according to the vehicle registration;
 - p) exceed the permitted maximum weight of the vehicle;
 - q) to carry out or have carried out unauthorized repairs or modifications to the KINTO Share vehicle;
 - r) to make trips with the KINTO Share vehicle to non-European countries as well as to those European countries for which there is no insurance coverage and which are excluded from the possibility of use according to the notes and information on the platform (in particular Ukraine, Russia and Belarus;
 - s) KINTO Share vehicles to park in violation of regulations;
 - t) To use the KINTO Share vehicle to participate in motorcades, street parades, or political events.
- (9) A violation of the User against essential obligations, in particular according to this clause 8, entitles KINTO to warn the User at its own free discretion and/or to restrict the use of the Platform by the User or to exclude the User temporarily or permanently from the use of the Platform by blocking the User's access to the Platform. The same shall apply in cases where the Customer is in default of payment, in particular with regard to the rental payments to be made by the Customer as well as any compensation payments or deductibles to be paid pursuant to Sections 10 and 14 of these GTC. Prerequisite for a permanent blocking is that KINTO has previously warned the user by setting a deadline. The user will be informed about the warning and the blocking by e-mail.
- (10) KINTO's right to terminate the framework agreement shall remain unaffected by the rights under this clause 8.
- (11) The User is obligated to pay a contractual penalty in accordance with the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement for each case of culpable infringement of the obligations and prohibitions in accordance with the above paragraphs (7) lit. a) and (8) lit. a), b), c), d), f), l), r) as well as paragraph 3 (2) lit. a), b) and for each case of fraud to the detriment of KINTO using the KINTO Share fuel card. This contains a standard amount of a contractual penalty for an average culpable violation of the respective obligation or prohibition. KINTO reserves the right to determine the contractual penalty in a specific individual case at its reasonable discretion, which shall be reviewed by the competent court in the event of a dispute. The proof and assertion of further damages by KINTO remains unaffected by this; a forfeited contractual penalty will be credited in this case.
- (12) In case of culpable violations of the User against the further obligations and prohibitions according to the above paragraphs (7) and (8) as well as paragraph 7 (2) and (6), the User shall pay KINTO the fees/flat-rate amounts as well as the expenses for the elimination of the violation and its consequences according to the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement (e.g. necessary towing or re-parking costs, e.g. costs for the re-parking of a KINTO Share vehicle whose charging process has not been started or which has not been returned at a return station with charging pole). costs for the re-parking of a KINTO Share vehicle not returned with sufficient battery power, whose charging process was not started or which was not returned to a return station with charging column, or necessary costs for the return transport to the applicable return station of a KINTO Share

vehicle which has been involved in an accident outside the insurance area pursuant to Para. (8) lit. r) or which has otherwise become unroadworthy).

In all cases, the user is at liberty to prove that KINTO has not suffered any damage or incurred no expenses at all, or that only such damage or expenses have been incurred that are significantly lower than the flat-rate amount resulting from the applicable tariff and cost regulations .

(13) Clause 10 (11) shall remain unaffected by the provisions in the preceding clauses (11) and (12).

9. Prices, due date, payment service provider, prepayment, payment terms, billing, credit check

- (1) The User undertakes to pay the rent for the respective individual rental agreement in accordance with the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement. Only the current tariffs and fees/costs at the time of the booking of the KINTO Share vehicle apply, as indicated on the platform in the valid tariff and cost regulations.
- (2) The applicable rate for the individual rental contract is displayed to the User in the KINTO Share App before the contract is concluded or when the booking is made. A change of the tariff after the start of the rental is not possible. The vehicle rental will be invoiced in accordance with the valid tariff and cost regulations on the basis of the booked tariff.
- (3) All prices are final prices, which include the respective statutory sales tax.
- (4) Payment of the agreed total rent is due upon termination of the individual rental agreement. During the term of the individual rental agreement, KINTO reserves the right to make installment payments based on proven kilometers driven due for payment and to collect them by means of the payment method selected by the user.
- (5) The user can view the statements for each individual lease in his user account.
- (6) Payments shall be made by means of the payment method selected by the User. KINTO uses a third party payment service provider for the payment processing, which is authorized by the user by accepting these GTC to carry out the payment processing of the tariffs, costs, fees and expenses to be paid according to this framework contract or according to the respective individual rental contract towards the user. KINTO reserves the right to reject any means of payment specified by the User and to change the means of payment selected by the User as the default means of payment among several means of payment specified, of which the User shall be informed in advance, if necessary.
- (7) By storing the credit card data and accepting the credit card as a means of payment, the User authorizes KINTO or the payment service provider used by KINTO to charge the respective credit card in the respective amount payable under the Master Agreement and/or the Individual Rental Agreement.
- (8) The user is obligated to ensure that his (bank) account, through which the direct debit or (SEPA) direct debit procedure or the billing of the credit card runs, or another chosen means of payment has sufficient coverage. If the collected amount is charged back by the bank and if

the user is responsible for this circumstance, the user shall pay the return debit note fee incurred.

In this case, the user shall also pay KINTO a reminder fee in accordance with the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement; however, the user shall be free to prove that KINTO has not suffered any damage at all or that the damage is significantly lower than the reminder fee. Furthermore, in the event of a chargeback of a collected amount, KINTO shall be entitled to terminate the then current individual rental agreement without notice and/or to restrict the use of the platform by the user or to exclude the user temporarily or permanently from the use of the platform by blocking the user's access to the platform.

(9) Payment in advance (pre-payment):

Within the scope of the booking process, the user must make an advance payment in the amount resulting from the tariff and cost regulations valid at the time of the booking (advance payment amount), so that the conclusion of an individual rental agreement cannot be made without making the advance payment. The resulting advance payment amount will be fully debited to the user's payment means already in the course of the booking by the payment service provider engaged by KINTO for the processing of the payment.

In the event of a justified cancellation pursuant to Section 5 (8), the advance payment amount shall be immediately refunded to the User in full or less any applicable cancellation fee in accordance with the Schedule of Rates and Charges in effect at the time the individual rental agreement was concluded.

In the event that a higher invoice amount than prepaid is incurred upon termination of the respective individual rental agreement, the processing of the rent still to be paid shall be carried out within the framework of the selected payment method via the payment service provider.

(10) The user is not entitled to discounts or other deductions.

(11) Insofar as KINTO grants any special offers, discounts, vouchers and similar benefits in individual cases or as part of promotions, this is done voluntarily and without granting a legal claim. Any special offers, discounts, vouchers and similar benefits cannot be combined with each other, unless this is expressly permitted in each case.

10. Conduct in the event of accidents, damage, defects, repairs, other malfunctions; obligation to report damage and accidents; customer service; sole liability of the user for traffic violations and criminal acts

(1) Defects, defects, damages and gross contamination that occur on the outside of the KINTO Share vehicle during use must be reported by the User immediately via the KINTO Share App and documented by means of photos uploaded to the App.

The user must immediately report any damage, defects, deficiencies or gross contamination found in the interior to KINTO or the service providers used by KINTO by telephone via the customer service.

- (2) Accidents that occur during use must be reported by the user immediately by telephone via the customer service to KINTO or the service providers used by KINTO for this purpose and the further procedure must be coordinated. KINTO is entitled to send its own employees and/or service providers appointed by KINTO for this purpose to record the accident / damage.
- (3) In order to report damages and accidents to KINTO, the User shall immediately inform KINTO's customer service by telephone at the toll-free telephone number stored in the KINTO Share App and website. Then the user has to fill in the damage report form sent to him by the customer service and send it immediately including possible photos and other accident and damage documentation after the damage or accident event by e-mail to the customer service at customersupport.share@kinto-mobility.de.

If the user does not send the claim form including any photos and other accident and damage documentation to the KINTO customer service within seven (7) days after the respective damage or accident event, the damage or accident cannot be settled by KINTO's insurance.

In this case, KINTO reserves the right to charge the costs and damages incurred by KINTO due to the damage or accident event. This does not apply if the user is not responsible for the untimely transmission and if the costs and damages are not causally related to the damaging event, are not adequately connected to it or if the user is not at fault.

- (4) In case of culpable violation by the User of the obligations under the preceding paragraph, the User shall pay KINTO the fees as well as the expenses for the elimination of the violation and its consequences in accordance with the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement (e.g. cleaning of a KINTO Share vehicle returned heavily soiled).

The user is at liberty to prove that KINTO has not suffered any damage or incurred no expenses at all, or that the damage or expenses are significantly lower than the lump sum resulting from the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement.

- (5) Notwithstanding the foregoing, the User shall ensure that all accidents, thefts, fires or damages caused by game, as well as all other damages involving a KINTO Share vehicle driven or used by the User at the time of the accident or damage-causing event, are immediately recorded by the police.

If the police refuses to record the accident, the user must immediately inform KINTO by telephone via the KINTO customer service. In such a case, the user must coordinate the further procedure with KINTO and follow KINTO's instructions. This applies regardless of whether the accident was self-inflicted or caused by others or whether the damage is minor or not.

The user may only leave the scene of the accident or the place where the damage occurred after

- a) the police recording has been completed (or, if a police recording is not possible, KINTO has been informed thereof by the User in accordance with this provision),

- b) after consultation with KINTO, measures have been taken to preserve evidence and mitigate damage, if necessary, and
 - c) - the vehicle has been handed over to a towing company or otherwise safely parked or moved by the user, as far as this has been agreed upon with the KINTO customer service and/or the service provider used by KINTO for this purpose.
- (6) In case of accidents involving a KINTO Share vehicle driven or used by the user at the time of the accident or the event causing the damage, the user is not allowed to assume liability, to assume debt or to make a comparable declaration to the detriment of KINTO. If, despite this prohibition, an assumption of liability is made, it shall only apply directly for and against the user himself. Neither the owner nor the insurer of the vehicle are bound to this commitment.
- (7) Compensation payments in connection with damages to the KINTO Share vehicle are due to KINTO in any case. If such benefits have been paid to the user, he must forward them to KINTO without being asked.
- (8) Upon KINTO's request, the User shall at any time provide the exact location of the KINTO Share vehicle and allow inspection of the vehicle.
- (9) Exclusively KINTO or the service providers used by KINTO are responsible for the selection of the workshop for repair in case of damage.
- (10) KINTO provides a customer service for the User to contact in case of accidents, damages, defects, repairs, other malfunctions both on the vehicle and in connection with the platform as well as in case of technical problems with his user account, e.g. questions regarding bookings and invoices. KINTO is entitled to use third parties for the provision of this customer service.
- (11) The user is solely liable for the consequences of traffic violations and criminal offenses committed with KINTO Share vehicles in relation to KINTO. This means that the user is liable for all resulting costs and damages and fully indemnifies KINTO from any claims of third parties - including in particular regulatory and prosecution authorities - insofar as these are causally related to the damaging event, are adequately connected to it and the user is at fault.

KINTO will forward any penalty notices, penalty orders and other official or judicial decisions served on KINTO to the User, as far as they are the consequence of traffic violations and criminal offenses committed by the User with KINTO Share vehicles.

For the processing of traffic violations of the user (warnings, fees, fines, etc.) by KINTO, the user has to pay a lump sum for each case to KINTO according to the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement. In all cases, the user is free to prove that KINTO has not suffered any damage or incurred no expenses for the processing or only such damage or expenses which are significantly lower than the lump sum amount resulting from the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement.

11. Service provision by third parties

KINTO is entitled to provide individual or all services through third parties (e.g. subcontractors). The user may object to the use of a particular third party if there are serious justified doubts about its reliability, performance or professional competence.

12. Software rights

Beyond the granting of simple rights of use for the contractual use of the software provided by KINTO (KINTO Share App for platform access), which is limited to the duration of the framework agreement, the User shall not receive any further rights to the app/platform.

13. Insurance coverage

- (1) The KINTO Share vehicles are insured against liability in accordance with the following provisions (motor third party liability insurance and comprehensive insurance). There is no driver accident insurance. The user must therefore ensure at his own responsibility that he has private accident insurance before concluding the respective individual rental contract.
- (2) The scope of the insurance coverage results from the insurance notes, which are made available to the User in **Annex 1** to these GTC and which the User can call up and view on the platform at any time. Unless otherwise specified in the insurance notes and the provisions of these GTC, the insurance coverage extends to the trips with KINTO Share vehicles within the scope of an existing individual rental agreement and includes the authorized driver as well as the authorized passengers present during the trip. The authorized driver is exclusively the person who concludes the individual rental agreement. Authorized passenger is anyone who sits in the vehicle with the knowledge and intention of the driver.
- (3) Personal injuries occurring to the driver are excluded from the insurance cover. Also excluded from insurance coverage are all property damage or personal injury intentionally caused by the driver and/or passengers.

Also excluded from the insurance coverage is the grossly negligent facilitation of the theft of the KINTO Share vehicle or its parts as well as the causation of the insured event as a result of the consumption or ingestion of alcoholic beverages, other intoxicating substances or medications that impair the ability to drive.

Furthermore, regardless of fault, all damage resulting from participation in races, as well as property damage to the vehicle's cargo, are not covered by the insurance.

14. Liability of the user

- (1) The user is liable according to the legal regulations.

This includes, in particular, damages caused by culpable violations by the user of the obligations under these GTC.

Furthermore, this includes, according to the tariff and cost regulations valid at the time of the conclusion of the individual rental agreement, agreed deductibles within the scope of the insurance coverage of the KINTO Share vehicles as well as the liability for any consequential damages such as loss of rental income or higher insurance premiums.

- (2) The user is solely liable for the consequences of traffic violations or criminal offenses committed with KINTO Share vehicles in relation to KINTO. Section 10 paragraph (11) shall apply.

15. Liability of KINTO

- (1) KINTO shall be liable in accordance with the general statutory provisions if the user asserts claims for damages based on intent or gross negligence (including intent or gross negligence on the part of KINTO's representatives or vicarious agents).
- (2) Insofar as KINTO is charged with the negligent breach of a material contractual obligation, the fulfillment of which is a prerequisite for the proper execution of the contract, the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which the user can regularly rely, KINTO's liability for damages shall be limited to the foreseeable, typically occurring damage.
- (3) KINTO's liability for culpable injury to life, body or health remains unaffected.
- (4) KINTO's liability according to the Product Liability Act as well as according to Art 82 DS-GVO remain unaffected.
- (5) Apart from that, KINTO's liability towards the user is excluded.

16. Term, termination and cancellation of the framework agreement; deletion of the user account

- (1) The framework agreement on the use of the KINTO Share Platform is concluded for an indefinite period of time. It can be terminated unilaterally by the User at any time by sending an e-mail to KINTO. The effective termination leads to the deletion of the user account.
- (2) KINTO is entitled to terminate the framework agreement on the use of the platform within 2 weeks.
- (3) Notice of termination by KINTO must be given in writing.
- (4) Otherwise, KINTO's right to terminate for cause remains unaffected.

17. Right of withdrawal

- (1) Users shall only be entitled to a right of revocation with regard to the framework agreement (Section 1 (2)) in accordance with **Annex 2** to these GTC.
- (2) The user cannot revoke his declaration of intent to conclude an individual rental agreement, as he is not entitled to a right of revocation pursuant to Section 312g (2) No. 9 of the German Civil Code (BGB).

18. Privacy

- (1) The use of KINTO Share is subject to the applicable data protection regulations, in particular the European Data Protection Regulation.
- (2) The privacy notices for KINTO Share, which can be viewed separately, contain further details on the processing of users' personal data. The user's consent under data protection law may be required for individual processing activities.

19. Offsetting and retention

- (1) A set-off by the user is excluded. This does not apply if the counterclaim is based on the violation of a main obligation of KINTO in the sense of § 320 BGB (German Civil Code) or if the counterclaim has been legally established or is undisputed.
- (2) The user is only entitled to rights of retention if his counterclaim is based on the same legal transaction as the claim of KINTO. Otherwise, the user shall not be entitled to any rights of retention.

20. Contract transfer

KINTO is entitled to transfer the rights and obligations arising from this framework agreement for the use of the platform to a group company within the meaning of Section 15 of the German Stock Corporation Act (AktG) or to third parties without the User's consent.

21. Written form

- (1) Amendments, supplements and the cancellation of this agreement must be made in writing to be effective. This shall also apply to the amendment of this written form clause itself.
- (2) Unless otherwise expressly stipulated in these GTC and/or in the respective individual order, text form within the meaning of Section 126b of the German Civil Code (BGB) shall also suffice for compliance with the written form requirement.

22. Dispute resolution procedure

The European Commission provides a platform for online dispute resolution (in accordance with Article 14 (1) ODR Regulation) at <http://ec.europa.eu/consumers/odr/>. We participate in a dispute resolution procedure before a consumer arbitration board. The universal arbitration board of the Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein (<https://www.verbraucher-schlichter.de>) is responsible.

23. Applicable law; severability clause

- (1) The law of the Federal Republic of Germany shall apply.
- (2) Should one or more provisions of these GTC and/or the respective individual order be or become invalid or void in whole or in part, or should these GTC and/or the respective individual

order contain a loophole, the validity of the remaining provisions of the GTC and/or the respective individual order shall remain unaffected thereby. This shall not apply if adherence to the GTC and/or the individual order would represent an unreasonable hardship for one of the contracting parties.

Attachment 1

Insurance information

- **Are the cars insured?**

Insured shall be deemed to be all goods and services on the policyholder with a Insurance confirmation (§23FZV) of the insurer registered motor vehicles, motor vehicle trailers and semitrailers.

- **In which countries does the insurance cover exist?**

Your insurance coverage applies within the geographical boundaries of Europe as well as the non-European territories that are part of the European Union's area of application. Ukraine, Russia and Belarus are excluded.

- **What does liability insurance cover?**

You have damaged someone else with your vehicle.

You will be indemnified against claims for damages up to a limit of 100 million EUR lump sum and max. 15 million EUR per injured person, if through the use of the vehicle

- Persons are injured or killed,
- things are damaged or destroyed or get lost,
- financial losses are caused that are neither directly nor indirectly related to personal injury or directly or indirectly related to personal injury or property damage,
- pure financial losses,

and claims for damages are therefore asserted against you or us on the basis of liability provisions of the Civil Code or the Road Traffic Act or on the basis of other statutory liability provisions under private law. In addition to driving, the use of the vehicle includes, for example, getting in and out of the vehicle as well as loading and unloading.

- **Who is covered by the liability insurance?**

The protection of the motor vehicle liability insurance applies to you and to the following persons (co-insured persons):

- the owner of the vehicle,
- the owner of the vehicle,
- the driver of the vehicle,
- authorized occupants, unless another insurer has to provide insurance coverage,
- Your employer or public employer, if the vehicle is used for official purposes with your consent,
- the bus conductor who is acting within the scope of his employment relationship with you or with the owner of the insured vehicle,
- the keeper, owner, driver, passenger and bus conductor of a co-insured vehicle.

These persons may make claims under the insurance contract independently.

- **What does the comprehensive insurance cover?**

Insurance cover is provided in the event of damage to, destruction or loss of the vehicle including its co-insured parts due to the following events:

- **Fully comprehensive:**

- Accident
- Malice or malicious acts
- Transportation on a ferry (average damage)
- Misfueling and costs for cleaning affected components up to an amount of of EUR 2,000
- **Partial coverage:**
 - Fire and explosions
 - Theft
 - Storm, hail, lightning Flooding
 - Collision with furred game
 - Glass breakage
 - Short circuit or overvoltage
 - Animal bite damage
 - Avalanches and mudflows
- **Who is covered by comprehensive insurance?**
The protection of the comprehensive insurance applies to you and, if the contract is also concluded in the interest of another person, e.g. the lessor as the owner of the vehicle, also to this person.
- **How high is the deductible in the event of a claim?**
A deductible applies in the amount of
 - 1,000 EUR per claim in comprehensive insurance
 - 500 EUR per claim in partial coverage insurance
- **What is not insured?**
 - Intent and gross negligence
 - Approved races
 - Tire damage
 - Earthquake, volcanic, war events, civil unrest, measures taken by the State power
 - Damage due to nuclear energy
 - Damage caused when driving under the influence of alcohol, drugs or medication have occurred
 - Damage caused by off-road driving, racing, motor sport events, car parades or street parades.

You have an accident?
Please secure the accident site first and contact the police.
Note down all the data of the people involved in the accident.
Then contact the free KINTO customer service at:
0049 800 4250588
He'll help you with anything!

Enclosure 2

Cancellation policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us (KINTO Deutschland GmbH, Toyota-Allee 5, 50858 Cologne, Germany, telephone number: 0800/4250588, e-mail address: customersupport.share@kinto-mobility.de) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached sample withdrawal form for this purpose, but it is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in the contract.

Sample cancellation form

(If you want to cancel the contract, please fill out and return this form).

- To KINTO Deutschland GmbH, Toyota-Allee 5, 50858 Cologne, e-mail address: customersupport.share@kinto-mobility.de:

- I/we (*) hereby revoke the contract concluded by me/us (*) for the provision of the following service (*)

- Ordered on (*)/received on (*) _____

- Name of consumer(s) _____

- Address of the consumer(s) _____

- Signature of consumer(s) (only in case of notification on paper) _____

- Date _____

(*) Delete as applicable.