

# Rental Conditions and General Terms and Conditions for the use of FLUGS eCarsharing

## 1. Subject matter of the contract; scope

1.1. Regionalenergie Osttirol Gen.m.b.H. ("Provider") offers users of the platform operated by Digital Mobility Solutions GmbH ("DMS") MOQO ("Platform"; the users of the platform individually or collectively "Users") in accordance with these General Terms and Conditions ("GTC") to allow you the use of Provider's self-drive rental vehicles ("Vehicles") for a fee.

1.2. These terms and conditions apply to the business relationship between the provider and users who want to conclude individual rental contracts for vehicles in accordance with these terms and conditions with the provider by using the platform. In particular, the General Terms and Conditions regulate the booking, transfer of use and use of the Provider's vehicles offered for rent on the platform. These GTC do not apply to rental contracts that are not concluded using the platform.

1.3. These terms and conditions do not apply to the business relationship between users and DMS. DMS only operates the platform and does not offer any vehicles itself.

## 2. Booking requirements; Booking and conclusion of contract

2.1. The booking of vehicles on the platform generally requires that the user

- a. is a natural person with unlimited legal capacity;
- b. has registered to use the platform and has a user account;
- c. has a valid driver's license that entitles him to drive the vehicle in question;
- d. the driver's license has been checked by the provider or a person commissioned by the provider as part of the procedures offered.

Otherwise, the requirements of the insurance conditions must be observed; these are displayed to the user on the platform as part of the booking process before the contract is concluded.

2.2. A booking is not permitted if the user does not or no longer meets the requirements specified in 2.1 and the insurance conditions. If the relevant requirements are not met, this can result in no or only limited insurance cover.

2.3. The main features of the rental agreement are displayed to the user on the platform as part of the booking process. These GTC and the insurance conditions can be accessed by the user on the platform before the contract is concluded and saved in a reproducible form.

2.4. To book vehicles on the platform, the user must select the desired vehicle, specify the desired rental period by entering the relevant data on the booking page and complete the booking process by clicking on the "Book with costs" button. Before completing the booking by clicking the "Book with costs" button, the user can check his details for any input errors and, if necessary, correct them by entering other data. By clicking on the "Book with costs" button, the booking form is sent to the provider. However, the booking form can only be sent if the user has agreed to the validity of these GTC and the insurance conditions by clicking on the button provided for this purpose. When the booking form is sent, the user makes an offer to the provider to conclude a rental contract for the respective vehicle in accordance with these GTC.

2.5. Access to the booking will be confirmed to the user on the platform ("confirmation of access").

2.6. The user will be informed about the acceptance of his offer by the provider (booking confirmation) on the platform. Incidentally, acceptance can also be made tacitly by the provider by actually granting use.

2.7. With acceptance by the provider, a vehicle rental contract against payment is concluded between the provider and the user. With the conclusion of the contract, the user will be sent these GTC, the insurance conditions and the price tariffs.

2.8. The contract is concluded exclusively in German. The contract language is German.

## 3. Insurance coverage; excess

3.1. The conditions and prices displayed on the platform apply to the insurance cover, in particular the type and scope of the insurance cover, any exclusions from benefits as well as rights, duties and obligations of the user. The same applies to the applicable deductible.

3.2. The main features of the existing insurance cover, including the amount of the deductible, are displayed to the user before the conclusion of the contract as part of the booking process on the platform; In addition, the insurance conditions are sent to the user in text form.

3.3. Violations of the rules of conduct and other obligations set out in this contract (particularly in Sections 6 and 7) and the insurance conditions can lead to the cancellation or reduction of insurance cover in individual cases. In particular, in the event of intentional or grossly negligent breaches of duty by the user, insurance cover may be lost in whole or in part.

#### 4. Rates and terms of payment

4.1. The fee to be paid by the user depends on usage and depends on the selected vehicle, the rental period and the mileage during use. The costs for the fuel, lubricants and other necessary supplies consumed during the rental period through the use of the vehicle are included in the fee owed by the user.

4.2. The prices applicable to the calculation of the fee and other fees (including any flat-rate damages) will be displayed to the user on the platform before the contract is concluded as part of the booking process. Unless otherwise stated, all prices shown on the platform include statutory sales tax.

4.3. The fee owed by the user is calculated after the vehicle has been returned and is due for payment after receipt of a statement on the platform. Invoices can also be sent to the user in electronic form.

4.4. Payments are to be made by the user with debt-discharging effect exclusively using the payment methods supported on the platform. In this respect, the contractual and payment conditions of the respective payment service provider displayed on the platform in the booking process apply. These can also be accessed under the following link: <https://stripe.com/de/legal>

4.5. The user must ensure that correct and complete bank details (in particular correct credit card details and/or IBAN) are stored in the user account. In the event of changes or inaccuracies in the bank data stored in the user account, the user must update them immediately or correct them after becoming aware of the inaccuracy. The data can be corrected or updated in the user account on the platform.

4.6. In connection with the conclusion and implementation of the contract, the user may incur costs that are charged by third parties (e.g. Internet service providers, telecommunications providers). This includes in particular costs for data transmission in connection with the use of the platform. These costs are not charged by the provider and can therefore not be quantified.

a. the handover of the vehicle to the user at the beginning of the rental period at the location specified by the provider on the platform. The provider is entitled to refuse to hand over the vehicle as long as and to the extent that the user is obviously unfit to drive (e.g. due to the influence of alcohol or narcotics, in particular due to drug consumption) or is obviously unsuitable for driving the vehicle due to his physical condition or does not have a valid, driver's license to drive the vehicle. In this case, the legal consequences are based on the statutory provisions.

b. the return of the Vehicle to the Provider at the end of the Rental Period at the agreed return location; If the parties have not expressly agreed on a return location, the vehicle must be returned by the user at the end of the rental period at the place of collection (section 5.1 a). In addition to the vehicle, the user's obligation to return the vehicle also includes all other items handed over to him by the provider in connection with the rental agreement (in particular vehicle keys, vehicle registration document and other vehicle documents as well as equipment and accessories, e.g. first aid kit, safety vests and vehicle tools).

4.7. Subject to the provisions of Section 5.3, the parties are obliged to completely and truthfully fill out the relevant part of the digital protocol ("protocol") provided on the platform when the vehicle is handed over and returned. In particular, any damage that was present at the time of handover or that occurred during the rental period must be documented in the log. Against this background, the user must ensure that the mobile device used to fill out the log is functional when the vehicle is handed over and returned, has sufficient energy to complete the log and is able to transmit the log when network coverage exists can be connected to the internet.

4.8. The user is obliged to ensure that when the vehicle is returned, the tank level or - in the case of an electric vehicle - charge level corresponds at least to the minimum value of 90% displayed on the platform during the booking process. If this is below 90%, the user must connect the vehicle to the electric charging station and initiate the charging process.

4.9. The user is obliged to notify the provider of any driving ban imposed on him at the time the vehicle is handed over, the temporary or final withdrawal of his driving license or the confiscation (including temporary seizure or confiscation) of his driving license. Furthermore, the user is obliged to only drive the rented vehicle as long as he has a valid driver's license that entitles him to drive the vehicle and there is no driving ban against him during the rental period. The user must inform the provider immediately of any revocation or restriction of his driving license during the rental period, confiscation (including temporary seizure or confiscation) of his driving license or a driving ban imposed on him. From the occurrence and for the duration of the existence of the aforementioned circumstance, the user is prohibited from driving the vehicle.

**4.10. Other fees: €7.50 will be charged for failed payments via SEPA or KC; Cancellation of a booking within 12 hours before the planned start of the booking = € 5; late return - from 15 minutes after the planned end of the booking = € 5,-; Cleaning fee for grossly negligent soiling: € 25; Cleaning fee (expensive) for grossly negligent soiling: € 50.00**

## 5. Usage restrictions; User Obligations

- 5.1. The user must treat the vehicle with care and care and ensure that it is used in a material-friendly, considerate and environmentally friendly manner. He must observe any instructions, manuals, manufacturer specifications, technical regulations and the operating manual of the vehicle that may have been issued.
- 5.2. Smoking in the vehicle and transporting animals are prohibited.
- 5.3. The use of mobile phones while driving is only permitted with a hands-free system or headset.
- 5.4. If vehicles are parked in public parking lots, in multi-storey car parks or similar, the vehicle must be checked for damage to property before continuing. In the event of material damage caused by unknown third parties, the police must be reported immediately and the lessor's fleet must be informed.
- 5.5. If (small) children are transported, the required booster seat or child seat must be used and the manufacturer's instructions (especially for installing baby seats) must be observed.
- 5.6. The user is obliged to observe all relevant road traffic regulations and to assume the obligations of a vehicle owner and driver with regard to the road safety of the vehicle for the duration of the vehicle use. In wintry conditions, the vehicle may only be used for journeys if it has equipment adapted to the weather conditions, in particular the necessary tires.
- 5.7. The user is also obliged
- a. to ensure that the vehicle is only used in a roadworthy and operationally safe condition, in particular to carry out a visual inspection of the tires and the vehicle lights (including direction indicators);
  - b. ensure that there is a charging cable in the vehicle if the vehicle is an electric vehicle;
  - c. check and correct, as necessary, the oil level and tire pressure at the start of the journey and periodically during the rental period;
  - d. secure the vehicle against theft and, when leaving the vehicle, to ensure that the parking brake has been applied, the doors, windows, trunk and any sunroof or soft top are fully closed, the steering wheel lock is engaged and the vehicle's lights are off except for one warning, stand or parking lighting required by road traffic regulations;
  - e. if a warning light comes on, stop the vehicle immediately, identify the cause of the error and - as far as possible and reasonable for the user - rectify it (e.g. by topping up operating materials such as engine oil, brake fluid or cooling water); if the warning light indicates a technical defect or a vehicle defect, the user must contact the provider immediately and before troubleshooting;
  - f. carry a valid driver's license and the vehicle registration document with you every time you drive the vehicle.
- 5.8. The user is prohibited from using the vehicle
- a. to give to other persons, unless otherwise agreed between the parties;
  - b. for commercial passenger transport, for subletting, for advertising or other commercial purposes;
  - c. drive under the influence of drugs, alcohol or medication that could impair your ability to drive;
  - d. to use for illegal purposes, in particular to commit (tax) crimes;
  - e. to be used outside of public traffic, for motor sports events or their preparation, to tow other vehicles, on racetracks or to participate in races, for vehicle tests, for driving school exercises, driver safety training or off-road driving (i.e. driving off paved roads);
  - f. to use for the transport of highly flammable, toxic or other dangerous substances;
  - g. to use to transport objects or substances which, due to their nature, size, shape or weight, could impair the driving safety of the vehicle or damage the vehicle, in particular its interior;
  - h. to be used to tow trailers, unless the provider has given its prior consent to do so;
  - i. to soil or leave rubbish in the vehicle;
  - j. to change technically or optically (paint, adhesive foils, etc.), to carry out repairs or conversions or to have them carried out without the prior consent of the provider or to manipulate the vehicle in any other way, unless necessary to avert danger.

## 6. Behavior in the event of breakdowns, accidents, theft and other damage and loss cases

- 6.1. The user is obliged to inform the provider and the police immediately in the event of an accident, theft or destruction of the vehicle as well as in other cases of damage or loss. This also applies to minor damage and accidents without the involvement of third parties. Furthermore, in the event of theft of the vehicle, vehicle parts or accessories, as well as in the event of the vehicle being broken into or other damage caused by unknown persons (in particular vandalism), the user must report this to the police immediately after informing the provider. The user is obliged to ensure that all necessary, appropriate and reasonable measures are taken to reduce damage and preserve

evidence. In addition, the breakdown service (T. +43 1 866 66 - VW mobility guarantee for all vehicles) must be contacted in the event of a breakdown. Otherwise no towing costs or anything else can be reimbursed.

6.2. In the event of an accident, the user may not leave the scene of the accident before the (police) accident recording has been completed, insofar as this is possible and reasonable for him or this would otherwise constitute unauthorized removal from the scene of the accident within the meaning of Section 142 of the Criminal Code (StGB). Sentence 1 does not apply if the user moves away from the scene of the accident due to injury or other health impairments caused by himself or others. The user is not permitted to submit an acknowledgment of guilt, in particular the acknowledgment of opposing claims or the making of payments or other actions acknowledging damage or guilt which are at the expense of the provider and anticipate the settlement of any liability claims.

6.3. The user must document the occurrence of an event mentioned in Section 6.1 to an appropriate extent, insofar as this is reasonable for the user. In the event of damage, this includes making a sketch and recording the names and addresses of all persons involved in an accident, any witnesses and the registration numbers of the vehicles involved. Any damage caused to the vehicle must be documented - if possible by taking photographs and taking into account the requirements specified in Sections 6.4 and 6.5.

6.4. In the event of damage in which the vehicle is still roadworthy and roadworthy, the provider must be informed using the contact details specified in Section 14. If a police file number is available, this must also be stated. In these cases, the user is also obliged to return the vehicle to the rental location.

6.5. In the event of breakdowns in which either the vehicle is no longer roadworthy or roadworthy, in addition to the provisions under Section 6.1. to contact the service hotline (T. +43 800 66 55 24), which will initiate the towing process of the vehicle. Furthermore, in these cases the vehicle must be parked in such a way that it neither impedes nor endangers the flow of traffic.

6.7. In addition, in the event of damage or loss or breakdowns, the user must observe the behavioral obligations incumbent on him under the insurance conditions.

## **7. Liability of the user; indemnification obligation; damage flat rate**

7.1. The user is liable to the provider for vehicle damage or other damage resulting from a breach of obligations under the rental agreement in accordance with the statutory provisions. This applies in particular to loss of the vehicle for which the user is responsible and to culpable damage to the vehicle (e.g. as a result of improper, careless or incorrect operation of the vehicle by the user). The user is equally liable for damage culpably caused to third parties by passengers or other third parties during use. Culpable causation of damage is assumed unless the user proves that those named in the previous sentence are not at fault for causing the damage. If damage is determined when a vehicle is returned, the user is responsible for this damage unless he can prove that the damage already existed when the vehicle was handed over.

7.2. The user exempts the provider from any claims by third parties that are asserted as a result of a circumstance for which the user is responsible or which falls within his area of responsibility or risk. This applies in particular to all fees incurred in connection with the use of the vehicle as well as any fines/penalties, fines and administrative fees/costs levied due to (traffic) administrative offences, (traffic) criminal offenses or other violations of the law by the user.

## **8. Vendor Liability**

8.1. The liability of the provider is based on the statutory provisions, unless otherwise regulated in individual cases or in the other provisions of this clause 8.

8.2. Subject to the further provisions of this section 8, the provider is only liable if and to the extent that the provider, its legal representatives, executives, employees or other vicarious agents are guilty of intent or gross negligence. In the event of default by the provider or the impossibility of providing the service for which the provider is responsible, as well as in the event of a breach of essential contractual obligations, the provider is liable for any culpable behavior of its own or that of its legal representatives, executives, employees or other vicarious agents. In abstract terms, essential contractual obligations are those obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the user can regularly rely (e.g. the provider's maintenance obligation).

8.3. Except in the case of intent or gross negligence on the part of the provider, its legal representatives, executives, employees or other vicarious agents, the liability of the provider is limited to the amount of damage typically foreseeable at the time the contract was concluded.

## **9. Notification of Changes**

9.1. The user must inform the provider and DMS immediately about a. changes to his name, address, bank details or contact details (e-mail address, telephone number); b. the suspension or restriction of his driver's license or confiscation of his driver's license (including temporary seizure or confiscation) during the Rental Period; the same applies in the event that an official or judicial driving ban is imposed on the user during the rental period.

## 10. Applicable Law; place of jurisdiction

10.1. These GTC and the individual rental agreement concluded on this basis are subject to Austrian law. The place of jurisdiction to be applied is the factually and locally competent court in Austria.

## 11. Rights of set-off or retention

11.1. The parties are only entitled to set-off or retention rights if the claim in question is ready for a decision, undisputed, recognized in text form by the other party or has been legally established; this restriction does not apply to synallagmatic, i.e. mutually dependent, claims.

## 12. Vendor contact information

12.1 For vehicle-specific questions and in the event of damage, please contact:

eCarsharing Servicehotline T. [+43 800 66 55 24](tel:+43800665524) (24/7 reachable)

eCarsharing ROADSIDE ASSISTANCE T. [+43 1 866 66](tel:+43186666) (24/7 reachable)

Office FLUGS eCarsharing (business days): T. +43 4852 65 835 or [flugs@regionalenergie-osttirol.at](mailto:flugs@regionalenergie-osttirol.at)

## **INSURANCE CONDITIONS**

### **1. Motor vehicle liability insurance:**

**Insurance coverage:** The insurer compensates for damage caused to third parties through the use of the vehicle. The scope of the obligation to pay compensation depends on the insurance contract. Amount insured: 20 million euros flat rate for personal injury, property damage and financial loss.

**Exclusions:** The following damages in particular are excluded from the insurance cover:

- Intentional damage
- Damage due to racing
- Damage due to alcohol consumption or other intoxicants

### **2. Comprehensive insurance:**

**Insurance coverage:** The fully comprehensive insurance covers damage, destruction and loss of the vehicle or parts thereof. Insured risks are, for example: Damage caused by accident, fire, explosion, glass breakage, theft, lightning, storm, hail, collision with game, animal bites.

**No deductible** in the event of  
an accident with a wild animal, theft, fire or natural forces

**Processing fee: € 150,-** for bureaucratic work

**Deductible: € 350,-** for fully comprehensive damage in the event of an  
accident, parking damage and vandalism

**Processing fee: € 150,-** for bureaucratic work

**Exclusions:** The insurance cover excludes the following damage, in particular, which is caused intentionally and through gross negligence. The provisions of the General Terms and Conditions regarding the type and possibility or permission of using the rental vehicle apply.