

General Terms and Conditions of DriveNow GmbH & Co. KG Position as per April 2014

1. Subject Matter

These General Terms and Conditions („GT&Cs“) govern the business relationship between DriveNow GmbH & Co. KG (hereinafter referred to as „DriveNow“) and persons, who avail themselves of the rental vehicle offerings of DriveNow on the basis of a Framework Agreement with DriveNow.

2. Eligibility to Make Reservations and to Use Vehicles, Driving Licence

Persons who are eligible to make a reservation and to use vehicles (hereinafter referred to as „Customers“) are natural persons, who

- have concluded a DriveNow Framework Agreement with DriveNow,
 - have attained the minimum age of 20,
 - have held a driving licence that is valid in Germany and necessary to drive the vehicle for at least one year without interruption and who carry said driving licence with them and fulfil any and all conditions and requirements it may contain,
 - have a valid, electronically readable sticker on the driving licence (hereinafter referred to as „DriveNow ID“) or alternative means of access issued by DriveNow.
- Persons, who have held their driving licence for less than one year or who are under the age of 20, can become eligible to make reservations and to use vehicles by furnishing proof of having successfully taken part in a safe driving and efficiency training course.

Before starting any journey, the DriveNow ID or alternative means of access must be laid on the DriveNow reader on the vehicle's windscreen. The Customer may furthermore not allow other persons to drive the vehicle.

The Customer must report any withdrawal or restriction of his entitlement to drive, the coming into effect of any ban from driving or any temporary seizure or confiscation of his driving licence to DriveNow without undue delay. The right to use vehicles shall lapse if the Customer's driving licence is withdrawn or the Customer's driving licence has been temporarily seized or confiscated. The Customer's right of use shall be suspended for the duration of any ban from driving imposed by a court or administrative authority. In the event that the driving licence is restricted DriveNow reserves the right to withdraw the right of use.

In the event of any contravention by reason of an unauthorised journey the Customer undertakes to pay a contract penalty of EUR 500. This shall be without prejudice to the right to assert further damages. Any contract penalty incurred shall be offset against the claim for damages.

3. Electronic Car Keys

Every Customer shall receive the DriveNow ID or an alternative means of access at one of the registration stations as an electronic car key for accessing the vehicle as well as a personal PIN for starting the vehicle. Every means of access shall remain the property of DriveNow. Neither the means of access nor the PIN may be passed on. Any loss, damage to or destruction of the means of access must be reported to DriveNow without undue delay.

If the DriveNow ID is taken off, it is destroyed and the right of use lapses. In the event that the DriveNow ID has to be newly issued for the Customer the Customer shall be charged a lump sum as per the currently applicable price list for the expense and cost unless the Customer proves that DriveNow did not incur any damage or incurred only minimal damage.

The Customer undertakes to keep the means of access and/or the PIN safe.

The Customer warrants that the written notification of the PIN, if not destroyed after receipt, will be kept in a secure place and not in the immediate vicinity of the means of access; the same applies to any records of the PIN. The Customer must keep the PIN strictly secret. The Customer may particularly not keep it unattended in the vehicle or note it on his driving licence. If the Customer intentionally or negligently breaches this duty of care the Customer shall be liable under the statutory provisions for any and all resulting damage particularly if said breach enables a DriveNow vehicle to be stolen, damaged or misused. Furthermore the Customer shall be liable for any and all damage, which DriveNow incurs as a consequence of any failure to report the loss or passing on of the means of access and/or the PIN in due time for which the Customer is at fault.

The Customer can have the PIN blocked. Any corresponding notice must be given by e-mail or by telephone to the following contact numbers:

DriveNow GmbH & Co. KG

Barer Strasse 1

80333 Munich

Telephone: +49 (0) 800 7234070 (free hotline)

service@drive-now.com

If DriveNow receives the notice outside of normal business hours (which are Mondays to Fridays from 9 am to 6pm, except on statutory public holidays), DriveNow can process the notice at the beginning of the next working day in the Free State of Bavaria following receipt of the notice. DriveNow shall block the PIN without undue delay.

4. Reservations –The Formation of Individual Agreements

Customers can rent DriveNow vehicles without a prior reservation if the display of the DriveNow ID reader lights up green in the windscreen of the DriveNow vehicle concerned. The Customer can alternatively also reserve a vehicle for use either online or by telephone using a chargeable telephone number in the service centre. If a reserved vehicle is not used by the Customer within 15 minutes following commencement of the reserved period the vehicle shall be released again for use by other customers. It is possible to reserve for longer than 15 minutes in return for a charge in accordance with the price list applicable at the time the reservation is made. DriveNow is entitled to refuse the reservation if there are not sufficient Drive-

Now vehicles available for fulfilling booking requests. The Customer can cancel any reservation free of charge or change the booking for another vehicle to the extent available up to 15 minutes.

In the vehicle there is an on-board computer, through which various menus on a screen (= DriveNow screen) can be operated by touch screen or using the controlling unit in the centre console (BMW iDrive). The individual rental agreement shall be formed when the Customer confirms the booking on the DriveNow screen in the vehicle. The respective usage period to be paid for by the user begins at that point. The maximum rental period under an individual rental agreement is 48 hours.

5. Checking the Vehicle before Starting a Journey

The Customer is under a duty to check that the vehicle is clean and does not have any defects or damage, which are not listed in the damage menu of the registration process, before starting a journey. The Customer must report any defects and damage, which are apparent to the Customer and are not set out in the damage menu of the registration process (= new damage), to the service centre using the installed telephone functions (calls via the telephone function are free of charge). The service centre shall decide whether the journey may be begun despite the damage. It is imperative that any new damage must be reported before the engine is started so that it can be ensured that the damage can be fairly attributed to the originator. Any repair or towing contracts shall require the prior consent of DriveNow. When the damage menu is started DriveNow shall once again draw the Customer's attention to the particular importance of checking the vehicle for new damage and entering it on the damage menu when the damage menu is started. If the Customer does not report any new damage the vehicle shall be deemed to be optically and technically in sound condition (apart from previous damage already entered in the damage menu).

6. Treatment and Use of the Vehicles

6.1 The Customer must treat the vehicles with care and prudence and in accordance with the manual, the driver's handbook, the vehicle documents and the manufacturers' specifications. The Customer must satisfy himself before starting his journey, particularly by visually examining the tyres, that the vehicle is roadworthy. Before parking the vehicle the Customer must secure it against theft (the windows, sunroof, as the case may be the roof and doors must be closed and locked). When driving on public roads with the DriveNow vehicle the Customer must comply with the road and traffic regulations.

6.2 The Customer may not use the vehicle for the following purposes:

- a) for the purposes of motor sport, particularly for events, the purpose of which is to achieve a maximum speed,
- b) for vehicle tests, driver training and for safety driving training or for driving off metalled roads,
- c) for transporting passengers commercially and for otherwise driving people for commercial purposes,
- d) for renting out to sublessees or for advertising measures of the customer,
- e) for committing criminal offences, even if said offences are only punishable under the law of the place where the offence is committed,
- f) for transporting easily inflammable, toxic or other hazardous substances,
- g) for transporting objects, which due to their form, size or weight may impair safe driving or may damage the vehicle on the interior or exterior;
- h) for towing trailers, vehicles or other objects,
- i) for transporting animals unless they are in a closed cage which is stored in the boot/trunk,

The Customer is also not permitted to

- j) use the vehicle for trips outside of Germany. Excepted from this are partner offers (e.g. skiing package in Hochzillertal), where the place of performance is abroad.
- k) drive the vehicle under the influence of alcohol (blood alcohol limit: 0.0‰), drugs or medications, which could impair the driver's fitness to drive.
- l) transport children under the age of 12 or shorter than 150 cm if no suitable, age-appropriate and accredited restraint system (baby car cot, child car seat, booster seat) is used for the child. The Customer must comply with all of the manufacturer's advice on the fitting and dismantling of child restraint systems.
- m) make the vehicle very dirty or leave rubbish of any kind in the vehicle,
- n) smoke or allow passengers to smoke in the DriveNow vehicle
- o) Any violation or non-performance of a provision under the above letters shall entitle DriveNow to terminate the rental agreement without notice or to rescind the rental agreement. In any such event the hirer shall have no claim to compensation. This shall be without prejudice to any claim to damages that accrues to DriveNow due to the breach of one of the provisions under the letters above.

6.3 The DriveNow service centre is further entitled to contact the DriveNow vehicle by telephone if there are any problems with the rental or usage process (e.g. the driver opens the vehicle but does not begin the rental within 20 minutes of opening the vehicle by confirming the start menu or if the DriveNow vehicle is not properly locked despite confirmation that the booking has ended) and to ascertain the cause of the problem.

7. Filling up, Fuel Card, Contractual Penalty in the Event of Any Misuse

7.1 If, during the journey or at the end of your journey, the fuel level/charge capacity drops to below 25% of the total capacity, the Customer can, or rather should, fill up/re-charge the vehicle. The fuel card/re-charging card located in the vehicle is to be used for filling up/re-charging at specified petrol/re-charging stations, of which the Customer has been informed, using the PIN displayed on the DriveNow screen. At other petrol stations/re-charging stations the Customer must pay the

fuel/re-charging bill. The Customer shall be reimbursed the invoice amount after presentation of the original invoice.

7.2 The Customer undertakes to use the fuel card or re-charging card and re-charging cable respectively solely for filling up/re-charging the rented vehicle. DriveNow reserves the right to report any other use of the fuel card/re-charging card and re-charging cable respectively to the relevant prosecution authorities. The Customer undertakes to pay a contract penalty in the amount of € 500 for every case of intentional or negligent use of the fuel card/re-charging card and re-charging cable respectively, which is in breach of contract. In addition, DriveNow can demand damages. Any contract penalty incurred shall be offset against the claim for damages.

8. DriveNow's Liability

Apart from the breach of material contractual obligations, DriveNow shall be liable towards the Customer only in cases of intent and gross negligence on the part of its statutory representatives and vicarious agents. Material contractual obligations are obligations, which enable DriveNow to properly perform the rental agreement in the first place, and compliance with which the participant generally relies and may generally rely on. Any strict liability on the part of DriveNow for any initial defects in the quality of the vehicle (anfängliche Sachmängel) is excluded.

The above limitations of liability do not apply in the case of any injury to life, body or health, if defects are fraudulently concealed, if a guarantee is given or the risk of procurement is assumed and under the German Product Liability Act (Produkthaftungsgesetz).

9. The Customer's Liability, Insurance Protection and the Customer's Excess/Deductible

9.1 If the vehicle, its accessories or individual vehicle parts are damaged or lost and in the event of a breach of contract the Customer shall be liable in accordance with the statutory provisions. The Customer's liability also extends to ancillary related expenses such as, for example, the cost of assessors, towing costs, depreciation, loss of no-claims insurance premium discount, loss of rental income.

A third party liability insurance and a partially comprehensive insurance exists for all vehicles with the usual extent of cover. In addition, there is a limitation of liability in favour of the Customer which corresponds to the protection provided by a comprehensive motor insurance (collision and comprehensive auto insurance). The limitation of liability particularly does not cover such damage as is caused by handling or operating the vehicle improperly, for example by making a mistake when operating the switches, ignoring warning lights or by filling up wrongly or due to items transported. Unless otherwise provided in these GT&Cs, the General Terms and Conditions for Motor Vehicle Insurance 2008 [Allgemeine Bedingungen für die Kfz-Versicherung, AKB 2008] issued by the Gesamtverband der Deutschen Versicherungswirtschaft e.V. GDV [General Association of the German Insurance Industry] (hereinafter referred to as „AKB“) shall apply to the above-mentioned insurances and the above-mentioned limitations of liability.

Insofar as DriveNow receives payments from insurances or third parties with regard to a case of damage, said payments shall be offset against the Customer's obligation to pay damages.

9.2 There is no insurance protection and the Customer's liability is not limited to the excess/deductible in the case of damage, which the Customer or his vicarious agents cause intentionally. In the event that the Customer is liable without insurance cover under vehicle insurance the Customer shall indemnify DriveNow from and against claims by third parties.

9.3 Under the limitation of liability the Customer is liable for damage caused to DriveNow up to the amount of the agreed excess/deductible of € 750 per case of damage. The Customer is given the possibility of reducing the amount of his excess/deductible through a Protection Package by paying a fee.

If damage was caused by gross negligence DriveNow shall be entitled to reduce its obligation to pay as part of the agreed limitation of liability pro rata in the proportion of the severity of the fault.

9.4 If, in the event that the Customer intentionally or negligently breaches the stipulations regarding use of the vehicle notified to the Customer under Clause 6 of these GT&Cs, DriveNow incurs a loss the Customer shall be fully liable for the entire loss beyond the excess/deductible.

9.5 The Customer shall be fully liable for any breach of the law, which he commits, particularly for any violation of any traffic and administrative regulations during the period of use and in connection with parking the vehicle. The Customer undertakes to indemnify DriveNow from and against any and all penalty and warning fines, fees, costs and other expenses levied by the authorities or other bodies from DriveNow because of the above-mentioned violations. As compensation for DriveNow's administrative costs incurred in handling enquiries put to DriveNow by the prosecution authorities in order to investigate administrative and criminal offences committed during the rental period, DriveNow shall receive a flat-rate charge for expenses as per the price list applicable at the time of the rental, unless the Customer proves that DriveNow did not incur any costs or that the costs incurred by DriveNow were lower; DriveNow shall be at liberty to assert greater damages or loss with corresponding proof.

9.6 There shall be no right to the contractual limitation of liability if an obligation to be fulfilled by the Customer is breached intentionally, particularly in the event of a breach of the Customer's obligations under Clause 10. In the event of a grossly negligent breach of an obligation to be fulfilled by the Customer DriveNow shall be entitled to reduce its payment under the limitation of liability pro rata in the proportion of the severity of the fault. Notwithstanding this, the agreed excess/deductible of € 750 per case of damage shall remain if the breach of the obligation was not causal for either the occurrence of the case of damage or for the determination or the extent of the DriveNow's damage; this does not apply if the obligation was breached with an intention to deceive.

10. Duties in the Case of Accidents, Damage, Theft, Wreckage and other Destruction of the Vehicle

Any accident, damage, theft, wreckage and other destruction of the vehicle must be reported to DriveNow immediately by telephone. The Customer is under a duty to ensure that all necessary measures are taken to mitigate the damage and to preserve evidence. For this purpose the Customer must report any damage to the police.

The Customer may not leave the scene of the accident until

- the police have completed drawing up their record and
- the vehicle has been handed over to a towing company or
- by agreement with DriveNow has been parked within DriveNow's designated zone. The journey may be continued only with DriveNow's express consent.

Said obligations on the part of the Customer shall cease if he leaves the scene of the accident for good reason or having excused himself because of injuries caused by the accident to someone involved in the accident.

If the vehicle is no longer operational or roadworthy the Customer must pay for all of the costs incurred in returning the vehicle if the Customer caused the accident himself. Also in the case of an accident, the rental agreement shall not terminate and accordingly the usage charges shall not be calculated until the vehicle has been properly returned in accordance with Clause 11. If the vehicle is no longer operational or roadworthy because of the accident the rental agreement shall terminate by agreement with DriveNow upon handover to the towing company.

Furthermore, the Customer is under a duty to immediately forward any written accident report to DriveNow and to provide it with the police file number. All instructions by DriveNow's service centre must be complied with. The Customer may not admit liability or anticipate the settlement of any liability claims by making any payments or by other acts admitting damage and/or fault (compromising the insurance cover). Upon request by DriveNow the Customer must complete the damage report form provided to him by DriveNow and must return it to DriveNow signed within 7 days. If the insurance company does not settle the claim because the form is returned belatedly DriveNow reserves the right to charge all of the costs caused by the accident to the Customer.

DriveNow shall in any event be solely entitled to choose the repair garage. DriveNow shall in any event be solely entitled to any compensation payments in connection with damage to any of DriveNow's vehicles. If the Customer has received any such payments from third parties he must forward them to DriveNow without being asked.

11. End of the Individual Rental Agreement, Return of the Vehicle

11.1 The Customer ends a rental by properly parking the vehicle in accordance with the German Road Regulations [Straßenverkehrsordnung] in a permitted parking space in a public area open to vehicles within the DriveNow designated zone in the city of rental - whether said parking space is subject to a charge or free of charge - and by terminating the booking by holding the DriveNow ID or an alternative means of access over the DriveNow ID reader. The rental agreement is terminated when the light of the DriveNow ID reader in the windscreens turns from red to green. The Customer shall be informed about the boundaries of the designated zone and the permitted parking spaces through the DriveNow screen in the vehicle and the DriveNow Internet site de.drive-now.com.

11.2 The Customer undertakes not to terminate the rental on private or company premises unless such premises are expressly designated as DriveNow parking spaces. The prohibition particularly applies to the customer car parks of shopping centres or supermarkets which are designated as such.

The Customer may park the DriveNow vehicle in areas where the right to park is restricted in terms of day or time (e.g. no-stopping signs with additional signs such as „07:00 - 17:00“ or „Mondays 06:00 until 12:00“ only if the restriction does not take effect until 48 hours after parking the vehicle. This also applies to traffic bans, which have already been ordered but do not yet apply in terms of time (e.g. temporary parking bans because of an event or removal). If these obligations are breached intentionally or negligently the Customer shall bear any fines or towing costs incurred.

The DriveNow vehicle must be accessible to anyone at any time after it has been returned. If DriveNow needs to re-park the vehicle or if a third party is contracted to tow the vehicle away the Customer shall be charged for said service in accordance with the current scale of charges.

11.3 If termination of the rental fails because no mobile telephone connection is possible the Customer must re-park the vehicle and try again to terminate the rental. If the Customer leaves the DriveNow vehicle without having properly terminated the rental, the rental agreement shall continue to run and the usage fee shall continue to be charged.

If termination of the rental fails for technical reasons, the Customer shall be obliged to report this to the service centre forthwith in order to agree on how to proceed with the call centre. If the Customer is not responsible for the lack of possibility of terminating the rental, any additional rental costs incurred shall be reimbursed.

11.4 If, according to the information in the DriveNow screen menu, the vehicle can be returned outside the designated zone the rental agreement shall terminate when the Customer has parked the vehicle in a permitted parking space which is free of charge and the Customer has informed DriveNow of where he has parked it. In such cases the Customer shall be obliged to pay DriveNow a flat-rate out-of-zone charge, the amount of which shall be indicated to the Customer in the DriveNow screen when he returns the vehicle outside the designated zone.

11.5 When the rental is terminated the vehicle must still have a remaining range of at least 15 km. The remaining range can be read via the on-board computer. This particularly applies to diesel vehicles and electric vehicles which may not be run „to empty“. In the event of any intentional or negligent breach of this obligation by the Customer, the Customer shall bear the additional costs incurred for taking the vehicle to be re-fuelled or re-charged as well as any repair costs.

11.6 A proper return of the vehicle particularly requires the following:

- a) The interior of the vehicle is in a clean condition. If the vehicle is returned in a

very dirty condition (particularly vomit) or if there is any rubbish of any kind in the DriveNow vehicle the Customer must bear the cleaning costs in accordance with the price list applicable at the time of the rental. If the Customer proves that DriveNow had less expense, the costs to be borne by the Customer shall be reduced accordingly. If DriveNow proves that the actual expense was greater, said costs shall be charged to the Customer.

b) The vehicle must be properly secured against theft and locked using the means of access on the DriveNow reader in the vehicle's windscreen. In particular the doors, windows and sunroof must be closed and locked, the steering-column lock must be set and the lights switched off. With convertibles the roof must be fully closed.

c) The vehicle must be returned with all of the documentation provided including fuel cards, REWE card, parking cards and parking IDs.

d) None of the vehicle's equipment and accessories may be missing.

If no agreement is reached about the condition of the vehicle including any existing damage, defects and the assessment thereof, DriveNow shall instruct an independent firm of assessors to determine the condition of the vehicle and any loss in value. The assessment shall be binding on both parties to the agreement as an adjudicator's award. The parties shall bear the costs of the said assessment in the proportion in which they prevail/lose. The assessment does not exclude recourse to the courts of law.

12. Charges, Payment Terms

12.1 DriveNow shall invoice the Customer charges for his use of the vehicle in accordance with the price list as applicable from time to time for individual rentals and notified to the Customer. The respectively current price list can be inspected on the Internet at [de.drive-now.com](https://www.drive-now.com). DriveNow shall be entitled to change the price list for future rentals at any time.

The rental price inclusive of the statutory value added tax shall be due for payment at the end of the agreed rental term. Payments shall be effected according to the payment method chosen by the Customer (credit card, prepaid credit card, direct debit) The invoice shall be sent automatically by e-mail no later than 10 days following expiry of the individual rental agreement. The electronic invoices allow the deduction of input tax if the statutory prerequisites are met

12.2 When payment is made by credit card the hirer is obliged to provide security (a deposit) for the fulfilment of his obligations when the rental period commences. DriveNow is not obliged to invest the security separately from its assets. The security shall not bear interest. The Lessor can enforce its right to payment of security even a considerable time after commencement of the rental agreement. Unless otherwise agreed, the rental charge, all other agreed charges and the security (deposit) shall be charged to the lessee's credit card. Instead of debiting the Customer's credit card, DriveNow can, by making a so-called merchant request in its favour, have a sum in the amount of the deposit frozen under the credit facility granted to the Customer by his credit card institution for his credit card.

12.3 When paying by direct debit the Customer must immediately after receipt of the invoice ensure that his current account is sufficiently covered. If payment is late the Customer shall owe the statutory default and processing costs. This shall be without prejudice to the right to claim any further damage due to late performance.

12.4 Payment by direct debit; Debit authorization; Processing fee for return debits
a) When payment is made by direct debit, the payment amount is immediately due for payment by collection by our external partners Billpay GmbH [<https://www.billpay.de/endkunden/>] from the specified current account at the specified credit institution (the Current Account). You hereby grant BillPay GmbH a SEPA direct debit mandate to collect due payments and instruct your financial institution to honour the direct debits. Billpay's Creditor Identifier (CI) is DE19ZZZ00000237180. You will be notified of the mandate reference number at a later date by e-mail together with a standard form for a written mandate. You will in addition sign said written mandate and send it to BillPay.

Note: Within eight weeks commencing with the date of debit you can demand that the amount debited be refunded. The terms and conditions agreed with your financial institution shall thereby apply. Please note that the due debt continues to exist even if there is a return debit. You will find further information at <https://www.billpay.de/sepa>.

The advance notice of collection of the SEPA direct debit will be sent at least one day before the due date by e-mail to the e-mail address you specified.

If the Current Account is not sufficiently covered the credit institution where the account is held is under no obligation to honour the debit. No partial payments will be made in the direct debit scheme.

b) Payment by direct debit is subject to, inter alia, a successful identity and credit-standing check by Billpay GmbH [<https://www.billpay.de/endkunden/>] as well as an IBAN and BIC-enabled Current Account. If, once his credit-standing has been checked, the customer is permitted to make payment by direct debit, the payment is processed together with BillPay GmbH, to whom we assign our claim for payment. In this case the customer can only make the payment to BillPay GmbH with debt-discharging effect. Even after payment by direct debit via Billpay, we remain responsible for all general customer queries, complaints, etc. The general terms and conditions of Billpay GmbH [<https://www.billpay.de/allgemein/datenschutz/>] apply.

c) By specifying the Current Account you confirm that you are authorized for debit debits via the corresponding Current Account and that you will ensure it has the requisite cover. Return debits involve a great amount of time and cost for us and Billpay GmbH. In the event of a return debit (for lack of sufficient cover on the Current Account, because the bank account no longer exists or in the event that an account holder stops a direct debit without justification) you authorise Billpay to once again re-present the direct debit for the respective due payment obligation. In any such case, you are obliged to pay the costs incurred by the return debit. The right to further claims is reserved. You are given the opportunity to prove that the costs incurred by the return debit were lower or none at all. In view of the time and cost involved with return debits and in order to avoid the processing charge we request

that in the event of any cancellation of, or withdrawal from, the individual rental agreement or in the event of a complaint you do not stop the direct debit. In any such, the payment will be reversed after consultation with us by the appropriate amount being transferred back or credited.

12.5 The Customer authorises DriveNow to charge the payment account (credit card, prepaid credit card or current account) stated at the time of the first rental also for all later rentals as well as any other charges which the Customer owes under or in connection with the rental (such as, for example, the registration fee, flat-rate charges for expenses in the case of any violation of any traffic regulations, toll offences, contractual penalties, etc.).

13. Electric Vehicle

13.1 The electric vehicle is equipped with a re-charging cable which is to be found in the boot/trunk. Before setting off the Customer must check whether the re-charging cable is there. The Customer must report any missing re-charging cable to the Service Centre as new damage using the installed telephone function (see Clause 5).

13.2 The electric vehicle BMW ActiveE has a limited ground clearance of 110 mm. This must be borne in mind when using the vehicle, e.g. when entering an underground car park or when driving over obstacles, as otherwise damage may result to the vehicle. The vehicle ought therefore also not to be overloaded (max. load capacity) including passengers 260 kg).

13.3 In the event of an accident the Customer must advise the police/fire service that an electric vehicle is involved in the accident.

13.4 The electric vehicle BMW ActiveE does not produce any operating noise or engine noise. Pedestrians therefore do not hear it, so the driver must be extra vigilant.

14. The Deployment of Technicians

If the Customer causes the deployment of a technician by failing to operate the vehicle and/or the access technology properly, the Customer shall be charged the costs in accordance with the price list unless the Customer proves that DriveNow incurred no costs or only lower costs. DriveNow can demand compensation for further loss if DriveNow proves that the loss is greater than the costs set out in the price list. The limitation of liability to the amount of the excess/deductible shall not apply in the event of any operating error by the Customer.

15. Set-off; Right of Retention

15.1 You shall have a right of set-off only if your counterclaims have become final and absolute or are undisputed by us or have been expressly acknowledged by us. Furthermore, you have a right of retention only if and to the extent that your counterclaim is based on the same contractual relationship.

15.2 If the customer is in arrears with any payment obligations owed to us, all existing debts shall become due immediately.

16. Amendments to the GT&Cs

DriveNow shall be entitled to change the GT&Cs for future individual rental agreements provided that the changes are reasonable for the Customer. The Customer shall be notified in writing, by e-mail or in any other appropriate way of any changes to the GT&Cs in good time. The changes shall be deemed to have been approved and to be binding when they enter into force for an existing contractual relationship if the Customer does not raise an objection thereto either in writing or by e-mail. DriveNow shall particularly point out this consequence to the Customer in the notice of changes. The Customer's objection must be sent to DriveNow within one month following notification of the changes.

17. Term of the Framework Agreement, Termination, Block

The DriveNow Framework Agreement is concluded for an indefinite period of time and can be terminated in writing by either party with 6 weeks' notice to the end of a quarter. In derogation therefrom, if the Customer has concluded a Protection Package with the DriveNow Framework Agreement, the DriveNow Framework Agreement cannot be ordinarily terminated by either contracting party before expiry of the term of the Protection Package.

The right of the contracting parties to extraordinarily terminate the DriveNow Framework Agreement, particularly because of a grave breach of contract, shall remain unaffected. If the Customer has concluded a Protection Package, he shall have no right to any reimbursement on a pro rata temporis basis of the fee paid for the Protection Package in the event that the DriveNow Framework Agreement is terminated without notice by DriveNow. The means of access shall be blocked upon termination of the Framework Agreement.

In the event of any intentional or negligent or negligent breach of contract by the Customer, particularly in the case of late payment, or in the event of any breach of the obligations under Clause 6, DriveNow can with immediate effect temporarily suspend the Customer from using the vehicle and block the means of access. The Customer shall be notified of the suspension without undue delay.

18. Customer's Duty to Provide Information

The Customer is under a duty to notify DriveNow of any change in his address, e-mail address, his mobile telephone number, his payment account (credit card, prepaid credit card or bank account) as well as any restriction of his entitlement to drive without undue delay. In the event of any intentional or negligent breach of this obligation by the Customer the Customer shall particularly be liable for damage and consequential damage incurred as a result of out-of-date or wrong customer details.

19. Data Protection Notice

19.1 DriveNow is entitled to collect, process and use the personal data given including the customer-related utilisation and vehicle data (including data to localise the vehicle) to the extent necessary for the purposes of performing the DriveNow

Framework Agreement and the individual rental contract.

The points of departure and destination, the start and finish times and the duration of the use of the individual rentals are recorded and set out in the invoice.

19.2 Identity and credit-standing check when choosing Billpay's payment method „direct debit“

If you decide to use the payment option offered by our partner, Billpay GmbH, of paying by direct debit [<https://www.billpay.de/endkunden/>] you will be asked during the selection process to consent to the data required for processing the payment and for an identity and credit-standing check to be transmitted to BillPay. If you give your consent, your data (first name and last name, street, house number, postal code, town, date of birth, telephone number and in the event of a purchase by direct debit the account details provided) as well as the data in connection with your order are transmitted to Billpay.

For the purposes of its own identity and credit-standing check Billpay, or partner undertakings instructed by Billpay, transmits data to rating agencies (credit rating agencies) and receives information from them and, as the case may be, credit-standing information from said agencies on the basis of mathematical-statistical methods, the calculation of which includes inter alia address data. For detailed information on this and the credit reference agencies used please see Billpay GmbH's data protection provisions [<https://www.billpay.de/allgemein/datenschutz/>].

Furthermore, Billpay may use the support tools of third parties for detecting and preventing fraud. The data obtained from said support tools may be stored at third parties in encrypted form so said data can only be read by Billpay. Said data will be used only if you choose one of the methods of payment of our cooperation partner, Billpay; otherwise the data expires automatically after 30 minutes.

19.3 For this purpose and for ascertaining the current location of the vehicle as well as for shown the next free and available vehicle DriveNow uses Google Maps API applications. Said applications are essential for the DriveNow services to be able to operate and for them to be provided in full. The use of Google Maps helps DriveNow to ascertain the current location of the vehicles at any given time and to show the Customer where the nearest available vehicle is. In addition it is used to record the destination, the start and finish times and the duration of the use. This information is not passed on to Google; all location data transferred to Google is transferred in anonymous form

19.4 The vehicles to be rented are deployed using floating car data (FCD) as a „mobile traffic reporter“. The vehicles' individual position and sensor data ascertained during the journey are transmitted anonymously together with the current times to the BMW ConnectedDrive service centre and to a traffic service provider. The traffic information service including the FCD can be deactivated at DriveNow upon request.

20. General Provisions and Place of Jurisdiction

20.1 The business relationship shall be governed by German law.

20.2 Munich shall be the exclusive place of jurisdiction for all current and future claims arising out of the business relationship with merchants (Kaufleute). The same shall apply if the Customer does not have a place of general jurisdiction in Germany, moves his place of residence abroad after conclusion of the contract or his place of residence or habitual abode are not known at the time when the action is filed.

20.3 There are no verbal side agreements. Any and all amendments or additions to this Agreement are required to be in writing, whereby e-mail shall suffice.

20.4 In the event that individual or several provisions of this Agreement are invalid or void, the validity of the remaining provisions of the contract shall remain unaffected thereby. DriveNow and the Customer undertake to fill any corresponding gaps according to their purport and the presumed will of the contract partners.

German law shall apply. The contract language is German.