

## GENERAL TERMS AND CONDITIONS

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**Valid from and including 10 December 2019 until further notice.**

The following are the general terms and conditions (the “**General Terms and Conditions**”) under which an agreement has been entered into between Volvo Car Mobility Sweden (secondary business name for Sunfleet Carsharing AB), reg. no 556575-8298, with its address at Jakobsbergsgatan 17, 111 44 Stockholm, Sweden, hereinafter referred to as “**Company**”, and the contracting natural person, hereinafter referred to as the “**User**”, for the car sharing service M provided by Company, as set out herein (the “**Service**”). For the costs of breaches, excesses, etc., see the price list at the end of these General Terms and Conditions.

### **1. THE AGREEMENT, THE PARTIES AND THE SERVICE**

- 1.1. The agreement between the User and Company for the Service consists of the terms and conditions of the registration process that the User must complete to access the Service, and these General Terms and Conditions, hereinafter jointly the “**Agreement**”. By checking or ticking the checkbox in the registration process, the User acknowledges that he or she has read and agrees to these Terms and Conditions and has entered into the Agreement.
- 1.2. For the purpose of evaluating, improving and further developing the Service, Company may ask the User to participate in voluntary surveys and interviews.

### **2. BASIC REQUIREMENTS**

- 2.1. Reservations to use a Vehicle in the Service is made by the User in the mobile application provided by Company for use of the Service (the “**App**”). The App will be available for download in Google Playstore and Apple AppStore. A reservation is valid when it has been confirmed by Company in the App.
- 2.2. The User acknowledges that Company cannot and does not guarantee that there always will be Vehicles available.
- 2.3. The User must be of at least 18 years of age and have a valid driver’s license, which may be checked by Company against the applicable driver’s license register, in order to gain access to the Service. In connection with the User’s registration for the Service, the User shall show his or her driver’s license in accordance with Company’s instructions.
- 2.4. The User must have a valid BankID and be domiciled in Sweden in order to register for the Service. The User must further provide identification in the manner from time to time designated by Company to gain access to the Service.
- 2.5. Prior to registering for the Service and before each Vehicle use, the User must report to Company any restriction of his or her right to drive, including the withdrawal, suspension or expiration of the User’s driver’s license. The User shall report the withdrawal, suspension or expiration of the User’s driver’s license without delay.
- 2.6. The User shall have in its possession a valid driver’s license at all times when using a Vehicle.
- 2.7. The User acknowledges that that special conditions apply for driver’s licenses issued outside the EU/EEA and is responsible that any such license is at all times valid for driver’s in any country where the User uses a Vehicle. Further information can be found at the Swedish Transport Agency’s (*Sw. Transportstyrelsen*) website.

- 2.8. The User must be solvent and have the ability to pay at all times. The User agrees that Company may check Users' financial status by means of a credit report at any time. If the User has record of non-payment, or Company otherwise has reasonable reason to believe that the User does not have ability to pay, Company is entitled to terminate the Agreement, or suspend the User, in accordance with section 17.1.

### **3. COMPANY'S RESPONSIBILITY FOR VEHICLES**

- 3.1. "Vehicle" refers to the car that the User reserves and makes use of by using the Service.
- 3.2. Company reserves the right to temporarily replace any Vehicle with a different model, for example during service or repair work and can, at these times, guarantee neither the reserved model nor access to the Vehicle.
- 3.3. The Vehicle, including any equipment, is and remains the property of Company.
- 3.4. If a Vehicle is not available in the designated depot or is not drivable during a reservation, Company will attempt to arrange a replacement vehicle.
- 3.5. If a breakdown occurs during an ongoing reservation and the fault is directly or indirectly caused by the User, Company will initially attempt to rectify the fault. If this is not possible, the reservation will be regarded as terminated. Company will try to provide a replacement vehicle for the remainder of the reservation, if relevant, at the User's expense.
- 3.6. If a breakdown occurs during an ongoing reservation and the fault is caused by Company, Company will initially attempt to rectify the fault and then, if needed, offer a replacement journey or replacement car at Company's expense. If this is not possible, Company will offer suitable transport to the destination or back to the depot. No compensation for loss of work time will be paid.
- 3.7. If a breakdown occurs during an ongoing reservation and the fault is caused by a supplier outside Company's area of responsibility (including but not limited to suppliers of telecommunication services etc.), Company will attempt to offer transport or a replacement vehicle to the best of its ability.

### **4. THE USER'S RESPONSIBILITY FOR VEHICLES**

- 4.1. The User is responsible for the Vehicle during any active reservation.
- 4.2. The term "active reservation" means that the User has started a reservation by having unlocked the Vehicle using the App or through Company's customer care. The reservation is thus active in Company's reservation system and the User is responsible for the Vehicle until it is returned to its depot or such other location designated by Company and locked the Vehicle and completed the reservation in the App or through Company's customer care.
- 4.3. The Vehicle may be used only for normal, on-road driving activities by the User.
- 4.4. The Vehicle must not be used to tow, push or move another Vehicle. It is not permitted to use the Vehicle for speed tests, racing, competitive driving, etc., nor is it permitted to drive the Vehicle off-road or on skid plans, ice-covered lakes or watercourses.
- 4.5. The User must treat the Vehicle in the same way a careful car owner would take care of his or her own vehicle. The User must take good care of the Vehicle and is responsible for ensuring that the Vehicle is kept in working order and lawful condition. The User may not drive the Vehicle carelessly and/or under the influence of alcohol, drugs or any medication that could impair the User's ability or fitness to drive. The Vehicle must be driven with care and with due respect for the relevant traffic regulations and any other applicable laws and regulations.

- 4.6. The User must not use the Vehicle for transporting any easily inflammable, toxic or otherwise hazardous substances, or any objects which, due to their form, size, weight or otherwise, may damage the car on the interior or exterior.
- 4.7. The User must not use the Vehicle for or while committing any criminal offense.
- 4.8. The User shall not leave the Vehicle unlocked when the User, or any person in company of the User, is not in the Vehicle.
- 4.9. During an active reservation, the User is responsible for maintaining the correct oil level, coolant level, tire pressure, windshield washer fluid level, etc. in accordance with the recommendations specified in the owner's manual and/or if indicated on the instrument panel or by any service technician where necessary to maintain road safety or avoid damage to the Vehicle.
- 4.10. The User shall abide by any user instructions issued by Company at any time (including instructions provided in the App), as well as these General Terms and Conditions and any manufacturer's manuals and specifications.
- 4.11. It is forbidden to smoke or consume alcoholic beverages in the Vehicle at all times.
- 4.12. The User shall not allow and shall actively prevent animals from entering the Vehicle.
- 4.13. The User must not divulge usernames or passwords to any unauthorized person and must ensure that documents containing usernames and passwords are stored in such a way that unauthorized persons cannot gain access to the information. The User must immediately notify Company if it is suspected that there has been unauthorized access to the User's login information. The User is responsible for all reservations made using the User's login information if no such notification has been received. If Company suspects that the User is abusing his or her user account or login information or is in any other way violating the terms of the Agreement, Company is entitled to immediately suspend the User's membership indefinitely.
- 4.14. The User may not lend, transfer or rent the Vehicle to any other person or company. The Vehicle must not be used for hire or reward, e.g. in a taxi or ride-sharing business or to transport persons and/or goods for payment of any kind.
- 4.15. The User may allow another person who has successfully gone through the onboarding process of the Service and who has an active account for the Service (and hence is bound by these General Terms and Conditions) to drive the Vehicle. The User shall be fully liable for any such person's use of the Service in accordance with these General Terms and Conditions. Except for the foregoing, the User may not allow another person to drive the Vehicle.
- 4.16. The User may have more than one upcoming reservation at a time, however that the reservations may not be overlapping (the User may for instance have a reservation on Tuesday and one reservation on Thursday the same week but not two reservations during the same time on Tuesday).
- 4.17. The minimum duration of a reservation is one hour.
- 4.18. Vehicles may only be driven in Scandinavia (Sweden, Norway and Denmark) and Finland without Company's approval being required. In case of trips outside of these countries, contacting and receiving written approval from Company is always required. In the event of breach of this provision, Company may charge the User a fee in accordance with the price list at the end of these General Terms and Conditions.
- 4.19. If the Vehicle is brought outside of Sweden, Company's ordinary service will not automatically apply. In the event of any issue with the Vehicle outside of Sweden, the User shall always contact Company to discuss how to solve the issue on a case-by-case basis.

- 4.20. In most countries other than Sweden, the fuel card in the Vehicle will not apply. In such event, the User may pay for fuel and car related goods with its own funds. Such expenses will be reimbursed by Company, provided that the original receipt is sent to Company no later than ten days after the completion of the reservation.
- 4.21. If a Vehicle is driven by a person not approved by Company and/or is driven outside of Scandinavia or Finland without Company's approval, Company cannot guarantee that the ordinary insurance terms will apply.
- 4.22. The User is responsible for ensuring that the appropriate fuel is used in the Vehicle. The fuel type is specified in the App and may also be specified on the fuel cap and/or on the instrument panel. All costs attributable to negligent human error, such as incorrect fueling, will incur a sum up to the full insurance excess. If the damage resulting from human error amounts to the full insurance excess, the User may be responsible, in addition thereto, for the value of refueling with fresh fuel.
- 4.23. If the Vehicle is an electric car or a plug-in hybrid, the User is responsible for ensuring that the charging cable always accompanies the Vehicle when in use, that the cable is connected correctly on return and that charging commences. The charging cable may not be used for anything other than charging the Vehicle.
- 4.24. The User is responsible for ensuring that the charging cable for the engine heater and/or the electric car charging cable are correctly connected and that charging commences once the Vehicle has been returned.
- 4.25. Company is entitled to inspect the Vehicle during any active reservation to assure the vehicle is undamaged or whether there is a significant risk of a reduction in value over and above what would result from normal use. The User shall cooperate with and allow any such inspection.
- 4.26. Under no circumstances may the User disconnect the airbag on the passenger side in the Vehicle.
- 4.27. Some Vehicles that are equipped with a heater can be preconditioned via the App. The User shall however not use such preconditioning (i) in unventilated spaces indoors (exhaust gases are emitted when the heater starts), (ii) in locations with combustible or flammable material nearby (fuel, gas, long grass, sawdust, etc. may ignite), or (iii) when there is a risk that the heater's exhaust line may be blocked (for example, deep snow under the front part of the car can obstruct the heater's ventilation). When preconditioning the Vehicle, the User shall further always follow the instructions from time to time provided in the App or otherwise.

## **5. PRICES AND FEES**

- 5.1. The price for using the Service, which in most cases consists of a fixed recurring membership fee and a variable fee (for instance based on time and/or distance) per reservation, is shown in the from to time to time applicable price list available on Company's website [www.m.co](http://www.m.co) and/or in the App. In addition, the price list at the end of these General Terms and Conditions shall apply. For business use, the price list agreed between Company and the relevant customer shall apply.
- 5.2. In connection with a reservation, an estimate of the fee for the reservation is provided based on the price list applicable at the time of the reservation. The final fee for the reservation will however be determined in accordance with the price list applicable at the time the reserved trip starts.
- 5.3. Fuel is included in the price for the Service.

- 5.4. Insurance excess reduction is included in the price for the Service. Against an additional fee, the User may further choose to have full excess waiver and the User may also choose to remove the excess reduction by contacting Company's customer care. Information regarding insurance excess costs are set out in the price list at the end of these General Terms and Conditions.
- 5.5. Congestion charges and bridge tolls in Sweden are included in the price for the Service. Tolls for the Öresund Bridge are however not included in the price for the Service. Company is entitled to charge the User for the cost of any congestion charges and bridge tolls not included in the price (for instance such charges in other countries than Sweden) as well as an administration fee.
- 5.6. In order to use the Service and make a reservation, the User must activate a membership in the App and pay the applicable fixed membership fee.
- 5.7. The User may cancel or shorten a reservation at any time until four hours before the reserved start time at no charge. If the User cancels or shortens the reservation later than four hours before the reserved start time (but before the actual reserved start time), the User will be charged 50 percent of the fee for the cancelled part of the reservation. If the User has not cancelled or shortened the reservation by the reserved start time, the reservation will be charged in full.
- 5.8. If a reservation or extension of a reservation is made through Company's customer care, Company may charge the User an administrative fee.
- 5.9. The User will pay the fee for the entire period that a Vehicle is reserved, even if the reservation is terminated in advance.
- 5.10. Loss of any property belonging to Company caused by the User's negligence will be charged to User and the User shall pay Company to reimburse such loss.
- 5.11. In the event of late return, unlocked car, incorrectly fueled car, insufficiently fueled car abnormally soiled car, lost keys etc. additional fees may be charged in accordance with the price list at the end of these General Terms and Conditions.
- 5.12. All amounts are in SEK.

## **6. PAYMENT TERMS**

- 6.1. Any fees payable for the User's use of the Service will be paid by way of charging of the payment card that the User has registered for the Service.
- 6.2. Prepaid payment cards are not accepted as payment method.
- 6.3. Any fixed membership fee will be charged upon activation of the User's membership and then monthly in advance. Any fees for use of the Service not included in the membership fee (such as any variable reservation fee) will be charged after the end of each reservation. Company may further reserve an amount corresponding to the variable fee for the reservation on the User's payment card in connection with the start of the reservation. Additional fees payable in accordance with the price list at the end of these General Terms and Conditions, such as fees in case of late return, smoking, parking tickets etc. will be charged by way of payment card payment in arrears. By approving these General Terms and Conditions, the User authorizes Company to charge the payment card registered for the Service for all fees that the User is obligated to pay for or in connection with its use of the Service.
- 6.4. In case of non-payment, Company reserves the right to invoice the User by way of paper invoice to the User's postal address. In the event of invoice, the payment terms shall be 15 days net. An extra fee may be charged for a paper invoice.

- 6.5. The User is responsible for ensuring that payment is made in accordance with the Agreement.
- 6.6. If the User does not pay any fee by its due date, a reminder fee will be payable. If payment is not made following a late payment reminder, Company reserves the right to turn the matter over for debt collection.

**7. THE USER'S RESPONSIBILITY TRAFFIC AND PARKING REGULATIONS ETC.**

- 7.1. The User is responsible for any financial penalties for violation of traffic and parking regulations, e.g. parking fines and speeding fines that may be incurred by Company as owner of the Vehicle. If the User does not pay any fines and/or fees occasioned by violations for which the User is responsible on time, and Company, as owner of the Vehicle, is forced to pay, Company is entitled, in addition to the sum of the fine, to charge the User an administration fee for each violation.
- 7.2. If the User wishes to appeal against a parking or speeding fine, the User must first pay the fine and then appeal directly to the relevant issuer of the fine.
- 7.3. The User may not park the User's own, or any other, vehicle in a parking space intended for a Vehicle. Company is entitled to impose a parking fine on the User if this parking ban is ignored and/or have the vehicle towed at User's expense.
- 7.4. During the reservation period, it is not permitted for the User to park the Vehicle in the depot from where the Vehicle was picked up or any other of Company's depot.
- 7.5. If Company's parking spots at the depot are full when the User returns the Vehicle, the User may leave the Vehicle in another nearby parking spot. In any such event, Company shall be contacted and the User shall follow any instructions given by Company.

**8. THE USER'S DAMAGE INSPECTION DUTY AND RESPONSIBILITY AND LIABILITY FOR DAMAGE TO OR LOSS OF VEHICLES**

- 8.1. The User is responsible to Company for ensuring that the Vehicle is not damaged or lost during an active reservation.
- 8.2. The User is obliged, before leaving the Vehicle's depot, to check the Vehicle for damage by comparing the damage log in the App with any damage to the actual Vehicle. If damage is discovered that has not been noted in the damage log before the Vehicle leaves the depot, the User must report it to Company immediately by posting a picture and description of the damage in the customer care chat that is available through the App.
- 8.3. If damage is not checked and/or new damage is not reported before departure, the damage will be assumed as having occurred during the reservation period and the User will be responsible for paying for the damage unless the User can show that the damage was not caused by the User's negligence.
- 8.4. The User shall also carry out a damage inspection when returning the Vehicle to check for any new damage that may have occurred during the reservation. If the Vehicle has new damage, see section 8.8.
- 8.5. The User must observe and comply with the Vehicle's warning system and immediately, if possible, fix the problem, or promptly report any warnings to Company.
- 8.6. The concept of insurance excess includes, for example, repair costs, transport to and from the repair shop, towing and, in some cases, downtime while the car is in the repair shop. If the Vehicle is incorrectly fueled, fuel costs will be charged.
- 8.7. The User agrees to be responsible for the cost of the insurance excess for any damage, such as bodywork/paint damage, punctures or stone chips, occurring to the Vehicle or the loss

of the Vehicle, during an active reservation if such damage or loss was caused by the User's negligence. The User shall be free from any such responsibility if the damage or loss is due to defects on/in the Vehicle or if the User can show that the damage or loss was not caused by the User's negligence.

- 8.8. In the event of damage on or in the Vehicle or the loss of equipment associated with the Vehicle, such as but not limited to fuel cards, the User shall immediately contact Company. In the event of damage, the User shall immediately complete a damage report form and send it to Company. The damage report form can be provided via Company's customer care. If Company does not receive a damage report, the damage will be appraised based on information received, and the User may be charged for the excess.
- 8.9. In the event of a collision with certain animals, the User is obliged to immediately file a police report. This obligation relates to moose, deer, stag, wild boar, bear, wolf, wolverine, lynx, otter, eagle and mouflon sheep.
- 8.10. In the event of theft of or break-in into the Vehicle, the User must immediately contact Company and file a theft report.
- 8.11. If the insurance company considers the User to be guilty of negligence or contributory negligence for damage caused to a counterparty or a counterparty's property, the User, in addition to any vehicle damage excess, will also be charged for the traffic insurance excess or subrogation for the counterparty's damage.
- 8.12. If the User negligently causes damage that makes the Vehicle unusable, the reservation will immediately be regarded as terminated, however the User will be charge the fee for the entire original reservation period. Company has no obligation to provide a replacement vehicle, transport home for the User or for assisting with onward transport in such event.
- 8.13. If Company provides the service "Roadside Assistance", Company is responsible for costs incurred in connection with the use of the Service in the event the cost is attributable to faults for which Company is responsible, such as but not limited to electrical faults, engine failure, etc. Company is not responsible for faults attributable to the User's negligence, such as running out of fuel, uncharged electric car, incorrect fueling, driving into a ditch etc. If the fault is attributable to the User's negligence, the User can, at their own expense, make use of the "Roadside Assistance" service.
- 8.14. The User is obliged to fully indemnify Company for any losses or expenses, including defense expenses and attorney fees, related to claims from third parties that result from any damage, loss, injury or death caused by or in connection with the Vehicle or use of the same, and which is not solely the direct result of gross negligence on the part of Company.
- 8.15. There is an odometer installed in each Vehicle. The User shall not tamper with or alter the odometer. If the User damages the odometer or its content, the User will be liable for the cost of any such damage.

## **9. RETURNING AND FUELING VEHICLES**

- 9.1. The User must return the Vehicle by the latest by the end of the reservation period. However, the User can, at any time before the end of the reservation period, extend the reservation via the App or Company's customer care provided that the Vehicle is available for extension.
- 9.2. If the extension is not made as above, and the Vehicle is not returned by the end of the original reservation period, this is considered late return. In the event of late return, the User will be charged in accordance with the applicable fee until actual return. Company

shall further be entitled to charge an additional fee for late return in accordance with the price list at the end of these General Terms and Conditions.

- 9.3. Company is entitled to suspend with immediate effect any User who exceeds the return deadline on more than one occasion.
- 9.4. The User is responsible for ensuring that the Vehicle is returned with at least a half tank of fuel. If the Vehicle is returned with less than half tank, Company is entitled to charge an additional fee. Please note that in a gas-powered Vehicle, there are two tanks, both of which should be at least half full.
- 9.5. The Vehicle is equipped with a fuel card and the User is obliged to refuel the Vehicle at the issuing company's service stations. If the fuel card's pin code (for the fuel card's pin code, see information in the App) does not work for any reason, it is possible to pay manually using the fuel card at the relevant station upon presentation of ID. The fuel card has a maximum purchase limit, as designated by Company from time to time. If the User needs to use his or her own funds to refuel the Vehicle, the original receipt or scanned receipt should be sent to Company no later than ten days after the end of the reservation, and the User will be reimbursed for the actual amount point.
- 9.6. The User must not refuel at any service station chain other than that indicated on the fuel card and/or in the App. Failure to observe this will result in deduction of an administration fee from any refunded expenses.
- 9.7. The Vehicle's fuel card may not be used to pay for anything other than fuel, including but not limited to car-related products such as windshield washer fluid, engine oil and diesel exhaust fluid, for the Vehicle. The fuel card may further not be used to pay congestion charges, bridge tolls, parking charges, ferry charges, etc. Company is entitled, in addition to the total sum, to charge the User an administration fee in the event of any breach.
- 9.8. The User is obliged to refuel with the fuel indicated for the Vehicle in the App and stated on the fuel cap and/or on the instrument panel.
- 9.9. If the User needs to refill windshield washer fluid, engine oil or diesel exhaust fluid the User shall make such purchase with his or her own funds and will be reimbursed by Company. In such event the original receipt or scanned receipt should be sent to Company no later than ten days after the end of the reservation.
- 9.10. After use, the User must return the Vehicle to the depot where it was picked up or the location specifically agreed with Company. If the Vehicle is not returned accordingly, an additional fee and, if necessary, any cost for transporting the Vehicle to the correct location will be charged.
- 9.11. The User is entitled to return the Vehicle before the end of the reservation period, but will in such event be charged for the entire original reservation period.
- 9.12. On return, the Vehicle must be left in the same condition as when it was collected, apart from any normal external soiling. The User shall remove all waste, trash and rubbish from the Vehicle.
- 9.13. If the Vehicle is returned excessively dirty or is left untidy inside, the User will be charged a fee. If the Vehicle needs to be cleaned because the User has had animals in the Vehicle, has smoked, someone has vomited or spilled liquids, etc., the full cost for cleaning, reconditioning, lost leasing revenue, etc. will be charged.
- 9.14. The User is obliged to ensure that the Vehicle is locked at the end of the reservation. If the Vehicle cannot be locked, Company must be contacted immediately.



## **10. PERSONAL DATA AND COMMUNICATION**

- 10.1. Company processes the User's personal data in accordance with Company's privacy policy for the Service, which can be found in the App and on Company's website [www.m.co](http://www.m.co).
- 10.2. If the User's name, address, telephone/mobile number, e-mail address or payment information changes during the term of the Agreement, the User is responsible for immediately updating its user profile. The User is solely responsible for ensuring such update occurs.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. All intellectual property rights in and to the contents of the Service (including but not limited to the App) are Company's or its affiliates' or licensors' exclusive property. Unless these General Terms otherwise allow, the User is not granted any rights in or to such intellectual property rights.
- 11.2. Company hereby provides you with a license to use the App and the content of the Service. This license, including any intellectual property rights, is non-exclusive and non-transferable. The license may only be used for the purposes and in accordance with the usage restrictions specified in these General Terms.
- 11.3. The Service and the App may contain links to third party websites or resources. Such links are provided only as a convenience for the User and Company is not responsible for the content, products or services on or available from such websites or resources or links displayed on such sites. The inclusion of any link does not imply endorsement by Company of the site. Use of any such linked website is at the User's own risk. The User acknowledge sole responsibility for, and assume all risk arising from, its use of any third party websites or resources.

## **12. CONTACT AND MESSAGES**

- 12.1. User agrees that information from Company to the User may be provided via e-mail, telephone, SMS or through the App.

## **13. LIMITATION OF LIABILITY**

- 13.1. Company is not liable for compensation for incidental, consequential or indirect losses or damages such as loss of income under any circumstance.

## **14. FORCE MAJEURE**

- 14.1. Company shall be relieved from liability for a failure to perform any of its obligations under the Agreement during such period and to the extent that the due performance is prevented by reason of any circumstance beyond the control of Company, including natural disasters, war, government restrictions and embargoes, provided Company is without fault and the default or delay could not have been prevented or avoided by reasonable precaution.

## **15. AGREEMENT AMENDMENT**

- 15.1. Company is entitled to amend these General Terms and Conditions during the term of the Agreement. In the event of a major change, Company will always inform the User by making the information available at least two weeks before the intended change enters into effect.
- 15.2. Company is entitled to from time to time change the fees for the Service. In the event of a change of the fees for a membership plan with a fixed membership fee which causes a price

increase for the User, based on the User's membership plan, Company will always inform the User by making the information at least 45 days before the price change.

- 15.3. The User is obliged to continuously visit the App to keep itself up to date with any changes to fees, agreement terms and user instructions.
- 15.4. Company is entitled to assign the Agreement to another company in its group.

## **16. TERM AND TERMINATION**

- 16.1. The Agreement is valid until further notice.
- 16.2. The User's membership for the Service can be terminated by the User at any time by giving notice to Company, for instance in the App or via e-mail to [help@m.co](mailto:help@m.co).
- 16.3. In the event of termination of a membership plan for which a fixed membership fee is paid, the membership will terminate upon the next date that the fixed membership fee otherwise should have been paid, however no longer than one month following the User's notice of termination. The User can reserve and make use of Vehicles in the Service during such notice period. Any reservations beyond the notice period will be erased from the Service. If the User's membership does not have a fixed membership fee, the membership will terminate immediately. In the event of termination of a membership plan for which no fixed membership fee is paid, the membership will terminate with immediate effect.
- 16.4. In the event of a change from a membership plan to a membership plan with a higher fixed membership fee, the change will enter into effect immediately.
- 16.5. In the event of a change from a membership plan to a membership plan with a lower fixed membership fee (or no fixed membership fee), the change will enter into effect upon the next date that the fixed membership fee of the previous membership otherwise should have been paid.
- 16.6. Following termination of the User's membership, the User may at any time re-apply for membership.
- 16.7. Even if the User terminates his or her membership, the User's account, including any account details, will remain in force during a period of two years following termination in order to allow for a swift re-application of the membership at the User's choice. The User may further, for as long as the account is valid, use a Vehicle during another user's reservation in accordance with section 4.15 and the User may during such period continue to use the App but not make any reservations. If the User wishes to terminate his or her account in its entirety, such termination can be made by contacting Company's customer care.
- 16.8. Company applies a legally mandated 14-day cooling-off period from the date when the account is registered in the App. If the User wishes to cancel his or her membership, the User must inform Company via [help@m.co](mailto:help@m.co) no later than 14 days after the registration date. When cancelling a membership according to this provision, the User may use a standard cancellation form available at the Swedish Consumer Agency's (*Sw. Konsumentverket*) webpage. The right to cancel will cease to apply upon the completion of any reservation through the Service.

## **17. COMPANY'S RIGHT OF TERMINATION, SUSPENSION AND REPOSSESSION**

- 17.1. Company is entitled to terminate the Agreement with immediate effect or, as decided by Company at its sole discretion, suspend the User's access to and use of the Service, whereupon all debts must be immediately settled, if:

- (a) the User materially or on more than one occasion breaches the terms of the Agreement;
  - (b) a credit report shows that the User has a record of non-payment or Company otherwise, acting reasonably, has reason to believe that the User does lacks ability to pay;
  - (c) the user does not pay the fixed membership fee, in which case Company will suspend the User's access to and use of the Service immediately;
  - (d) the User does not fulfill any other payment obligation to Company and does not pay within a set time after a reminder has been sent to the User;
  - (e) the Vehicle is subjected to abnormal use or mismanagement;
  - (f) the User provides inaccurate or incorrect information;
  - (g) the User otherwise breaches a provision of the Agreement or any user instructions issued by Company;
  - (h) the User, without Company's permission, has driven or attempted to drive the Vehicle outside the permitted area; or
  - (i) the User, on more than one occasion and after reminder from Company, does not return the Vehicle on time.
- 17.2. If Company terminates the Agreement, Company is entitled to take necessary measures to repossess the Vehicle with immediate effect. Company is entitled to call the police, customs or other authority that acts in Company's interest and is entitled to seize and detain the Vehicle.
- 17.3. The User is responsible for all costs incurred by Company if the User drives or tries to drive the Vehicle illegally outside the permitted area or such area that Company has approved in writing.
- 17.4. In the event of a breakdown due to traffic or vehicle damage which prevents continued travel or if the Vehicle is stolen, the reservation is terminated after the User has contacted Company and, for theft, after a police report has been filed.

## **18. DISPUTES**

- 18.1. If a dispute cannot be resolved with Company's customer care, the User, if a consumer, shall submit the complaint to ARN (*Sw. The National Board for Consumer Disputes*). More information regarding ARN is available on [www.arn.se](http://www.arn.se).
- 18.2. Disputes concerning the interpretation or application of the Agreement and/or these General Terms and Conditions shall be resolved in accordance with the laws of Sweden and settled as determined under section 18.1, above, or ultimately by the general courts of Sweden.
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**PRICE LIST – OTHER FEES**

All prices are per occasion unless otherwise stated

<b>Fees</b>	<b>Price including VAT</b>
<b>Late return</b> Additional costs for compensation and extra costs for other affected users may be charged	SEK 500
<b>Driving outside the permitted territory</b> The Vehicle is driven outside of Sweden, Norway, Denmark and Finland without prior approval from Company.	SEK 500
<b>Congestion charges and bridge tolls (including tolls for the Öresund Bridge) outside Sweden</b>	Actual cost plus SEK 500 in administration fee
<b>Parking tickets/parking fines</b>	Actual cost of fine plus SEK 500 in administration fee
<b>Incorrectly parked Vehicle</b> Or returned to wrong depot	Actual cost of fine plus SEK 500 in administration fee
<b>Insufficiently fueled Vehicle</b> Car returned not with at least one quarter's tank	SEK 500
<b>Uncleaned/heavily soiled Vehicle</b> Plus any additional costs for reconditioning	SEK 500 - 1,000
<b>Animal in Vehicle</b>	SEK 1,000
<b>Speeding</b>	Actual cost of fine plus SEK 300 in administration fee
<b>Airport</b> Extra fee for reserving a Vehicle at airport depots	SEK 100
<b>Smoking in Vehicle</b>	SEK 2,500
<b>Lost fuel card</b>	SEK 500
<b>Lost parking permit</b> Any parking tickets/fines issued because the permit was not displayed in the Vehicle may be charged	SEK 500
<b>Lost parking pass</b>	SEK 500
<b>Fuel card used for non-fueling</b>	Actual cost of fine plus SEK 500 in administration fee
<b>Fuel card used to refuel another party's vehicle or otherwise misused</b>	Actual cost plus SEK 500 in administration fee

<b>Theft from unlocked Vehicle</b> E.g. fueling card	Actual cost plus SEK 500 in administration fee
<b>Returned Vehicle without connecting charging cable</b>	SEK 500
<b>Lost charging cable</b>	Up to SEK 6,000
<b>Light on</b> Left light on in Vehicle and call-out required to turn off or charge battery. Charging time charged as reserved time for the User	SEK 500
<b>Unlocked Vehicle/windows left open</b> Door or window	SEK 500
<b>Invoice fee</b> Per invoice by way of paper invoice	SEK 60

**Costs/excesses for damage incl. VAT**

With excess reduction and, respectively, excess waive, the Vehicle's insurance excess is reduced as set out in the table below. The insurance policy is sold by Trygg-Hansa and the insurance agreement is with Trygg-Hansa Försäkring AB. For more detailed information and terms, see [www.trygghansa.se/m-co](http://www.trygghansa.se/m-co)



Type of damage	Full excess	Excess reduction	Excess waiver
Damage to vehicle	SEK 12,000	SEK 7,000	SEK 0
Traffic damage <i>Damage to other property</i>	SEK 5,000	SEK 4,000	SEK 0
Vehicle stolen with the App	SEK 100,000	SEK 100,000	SEK 100,000