

ABONNEMENTSBETINGELSER FOR SHARE NOW PASS SUBSCRIPTION TERMS FOR SHARE NOW PASS



Gældende fra 15.06.2020

Valid as of 15.06.2020

§ 1 Anvendelsesområde

- (1) Arriva Danmark A/S, CVR-nr.: 18 42 91 01, Skøjtevej 26, 2770 Kastrup, Danmark, telefonnummer: +4572108371, e-mail: kundecenter@share-now.dk (i det følgende benævnt "SHARE NOW") driver bybilskonceptet SHARE NOW.
- (2) Nærværende abonnementsvilkår ("Vilkår") fastsætter betingelserne for Kundens tilmelding til SHARE NOW Pass ("Abonnementet"), hvor Kunden får en rabat i overensstemmelse med den respektive abonnementsplan.
- (3) Kunden kan kun indgå ét abonnement ad gangen med den samme SHARE NOW-enhed (fx SHARE NOW Danmark).
- (4) For at indgå en abonnementsaftale skal Kunden logge ind på SHARE NOW's hjemmeside eller tilgå tilmeldingssiden i SHARE NOW App'en efter at være logget ind på Kundens profil. Når kunden afgiver sin ordre, vil dette være et juridisk bindende tilbud fra Kunden til SHARE NOW. Før kunden afslutter sin ordre, vises den valgte abonnementsplan i en ordreoversigt til gennemgang. Før kunden afgiver bindende tilbud, har Kunden derved mulighed for at identificere og korrigere indtastningsfejl, ved at vende tilbage til den forrige side eller ved at klikke på den angivne knap på oversigtssiden. SHARE NOW forbeholder sig retten til at acceptere eller afvise dit tilbud. Aftalen er indgået, når SHARE NOW sender en bekræftelse af Abonnementet (f.eks. ved at sende en e-mail eller faktura).
- (5) Vilkårene fremsendes til Kunden på e-mail efter Kunden har afgivet sin ordre og gemmes desuden af SHARE NOW efter aftalens indgåelse.
- (6) Følgende bestemmelser i Lejevilkår for SHARE NOW i Danmark gælder tilsvarende for Abonnementet:
 - Retten til at foretage ændringer af Vilkårene, jf. pkt. 1.4;
 - Retten til at suspendere/ophæve Kundens tilmelding, jf. pkt. 3.7
 - Oplysning om klagemuligheder, jf. pkt. 18.
 - Øvrige bestemmelser samt bestemmelser om værneting, lovvalg og gyldighed, jf. pkt. 20-21.

§ 2 Definitioner

- (1) "Kunde": Den person, der har indgået en bindende Abonnementsaftale med SHARE NOW og dermed har accepteret disse vilkår.
- (2) "Profil": Kundens personlige SHARE NOW profil.

§ 3 Abonnementsplan

- (1) Kunden modtager en rabat i henhold til den valgte abonnementsplan ("Rabatten").
- (2) Rabatten gælder kun for minutpris, og ikke for andre priser og gebyrer, herunder priser for ekstra kilometerpriser, pakkepriser, lufthavns- og andre gebyrer, der er fastlagt i SHARE NOW Prislister på hjemmesiden, medmindre andet er angivet i den valgte abonnementsplan.
- (3) Rabatten gælder kun ved individuelle lejeaftaler indgået mellem Kunden og den SHARE NOW-enhed, som Kunden har indgået Abonnementet hos (dvs. i det samme land).

§ 1 Scope

- (1) Arriva Danmark A/S, CVR-nr.: 18 42 91 01, Skøjtevej 26, 2770 Kastrup, Danmark, telephone number: +4572108371, email-address: kundecenter@share-now.dk (hereinafter referred to as "SHARE NOW") operates the car sharing concept SHARE NOW.
- (2) The present SHARE NOW subscription terms ("Terms") shall apply to the SHARE NOW subscription agreement under which a Customer who subscribes to a SHARE NOW subscription plan ("Subscription") receives a discount in accordance with the respective subscription plan.
- (3) Each Customer can only enter into one Subscription at a time with the same SHARE NOW entity (e.g. SHARE NOW Denmark).
- (4) To enter into a Subscription the Customer needs to log in on the SHARE NOW Subscription website or access the Subscription section in the SHARE NOW App after logging in by using the SHARE NOW credentials. When the Customer submits his/her order, the Customer submits a legally binding offer. Before the Customer completes his/her order, the selected subscription plan is displayed in an order summary for examination. Prior to making the binding order, The Customer may then identify and correct input errors by returning to the previous page or by clicking on the designated button on the summary page. SHARE NOW reserves the right to accept or deny your offer. The agreement is concluded when SHARE NOW sends a confirmation of the Subscription (e.g., by sending an email or invoice).
- (5) The Terms will be sent to the Customer by e-mail when the Customer has submitted his/her order and will be stored by SHARE NOW after the agreement is concluded.
- (6) The following provisions of the General Terms and Conditions for SHARE NOW Denmark shall apply accordingly to the Subscription:
 - The right to make changes, cf. sec. 1.4;
 - The right to suspend/terminate the Customer's existing registration, cf. sec. 3.6-3.7;
 - The provisions regarding refund, cf. sec. 18;
 - Other provisions as well as provisions on Venue, governing law and validity, cf. sec. 20-21.

§ 2 Definitions

- (1) "Customer": The individual who has entered into a binding Subscription Agreement with SHARE NOW and thus has accepted these Terms.
- (2) "Profile": The Customer's Personal SHARE NOW profile.

§ 3 Subscription plan

- (1) The Customer receives a discount pursuant to the selected subscription plan ("The Discount").
- (2) The discount pursuant to the respective subscription plan only applies to the per minute rate, but not to any other prices and fees, in particular, additional kilometer prices, package prices, airport and any other fees, costs, including all fees and costs laid down in the SHARE NOW Pricelist on the website, unless otherwise indicated in the selected subscription.
- (3) The discounts pursuant to the respective subscription plan only apply in connection with individual lease agreements concluded between the Customer and the SHARE NOW entity with which the Customer has concluded the Subscription (i.e. in the same country).

§4 Abonnementsperiode og opsigelse

- (1) Abonnementsperioden er minimum én måned fra den dag aftalen er indgået.
- (2) Abonnementet fornyes automatisk med én måned ad gangen på samme månedsdag, som aftalen er indgået, hvis Abonnementet ikke opsiges skriftligt med mindst 14 dages varsel inden udløbet af den respektive periode af kunden eller SHARE NOW (f.eks. via e-mail). Kunden kan også opsiges abonnementet ved at bruge afmeldingsfunktionen på SHARE NOW's hjemmeside eller i SHARE NOW app'en.
- (3) SHARE NOW forbeholder sig retten til at ophæve Kundens Abonnement, hvis Kunden overtræder Vilklårene eller Lejevilkår for SHARE NOW i Danmark.
- (4) Såfremt SHARE NOW ophæver Kundens Abonnement eller blokerer Kundens Profil i overensstemmelse med Lejevilkår for SHARE NOW i Danmark, pkt. 3.6-3.7, har Kunden ikke ret til kompensation eller tilbagebetaling af allerede betalte ydelser.

§ 5 Pris og betaling

- (1) Den månedlige pris for det valgte Abonnement fremgår af Kundens faktura.
- (2) Betaling opkræves automatisk hver måned fra det betalingskort, der er tilknyttet Kundens Profil.
- (3) Såfremt betaling bliver afvist af Kundens betalingskortudsteder, og det skyldes Kundens egne forhold, kan SHARE NOW opkræve et yderligere vederlag af Kunden for de påførte omkostninger i forbindelse med opkrævning af beløbet på anden vis.

§ 6 Fortrydelsesret

Som forbruger har Kunden 14 dages fortrydelsesret efter tegning af Abonnementet i henhold til følgende bestemmelser:

Standardvejledning om fortrydelsesret

Fortrydelsesret

Kunden har ret til at træde tilbage fra denne aftale uden begrundelse inden for 14 dage.

Fortrydelsesfristen udløber 14 dage efter den dag, hvor aftalen blev indgået.

For at udøve fortrydelsesretten skal Kunden meddele SHARE NOW (Arriva Danmark A/S, CVR-nr.: 18 42 91 01, Skøjtevej 26, 2770 Kastrup, Danmark, telefonnummer: +4572108371, e-mail: kundecenter@share-now.dk) om Kundens beslutning om at fortryde denne aftale i en utvetydig erklæring (f.eks. ved at sende en e-mail). Kunden kan benytte den vedhæftede standardfortrydelsesformular, men det er ikke obligatorisk.

Fortrydelsesfristen er overholdt, hvis Kunden sender meddelelsen om udøvelse af fortrydelsesretten, inden fortrydelsesfristen er udløbet.

Følger af fortrydelse

Hvis Kunden udøver sin fortrydelsesret i denne aftale, refunderer SHARE NOW alle betalinger modtaget fra Kunden, herunder leveringsomkostninger (dog ikke ekstra omkostninger som følge af Kundens eget valg af en anden leveringsform end den billigste form for standardleve-

§4 Subscription term and termination

- (1) The minimum subscription term is one month starting from the day the Subscription is concluded.
- (2) The Subscription will be automatically renewed by another month on the same day of the month as the Subscription is concluded, if the respective Subscription is not terminated with at least 14 days' notice before the end of the respective term by the Customer or SHARE NOW in text form (e.g. by e-mail). The Customer may also terminate the Subscription by using the unsubscribe function on our SHARE NOW Subscription website or in the SHARE NOW App.
- (3) SHARE NOW reserves the right to terminate the Customer's Subscription, if the Customer violates the Terms or the General Terms and Conditions for SHARE NOW Denmark.
- (4) If SHARE NOW terminates the Customer's Subscription or suspend the Customer's Profile in accordance with the General Terms and Conditions for SHARE NOW Denmark, sec. 3.6-3.7, then the Customer will not be entitled to any compensation or refund of any payments already made.

§ 5 Price and payment

- (1) The monthly price for the selected Subscription is shown on the Customer's invoice.
- (2) Payment is automatically charged each month from the payment card associated with the Customer's Profile.
- (3) If the payment is rejected by the payment card issuer, and this is attributable to the Customer, the Rental Company will be entitled to charge the Customer for the costs incurred in connection with the collection of the amount.

§ 6 Right of withdrawal

Customers who are consumers have 14 days to withdraw from the Subscription pursuant to the following provisions:

Standardvejledning om fortrydelsesret

Right of withdrawal

The Customer has the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, The Customer must inform SHARE NOW (Arriva Danmark A/S, CVR-nr.: 18 42 91 01, Skøjtevej 26, 2770 Kastrup, Danmark, telephone number: +4572108371, email-address: kundecenter@share-now.dk) of The Customer's decision to withdraw from this contract by an unequivocal statement (e.g. by email). The Customer may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If the Customer withdraw from this contract, SHARE NOW shall reimburse all payments received from the Customer, including the costs of delivery (with the exception of the supplementary costs resulting from the Customer's choice of a type of delivery other than the least expensive type of

ring, som SHARE NOW tilbyder), uden unødigt forsinkelse og under alle omstændigheder senest 14 dage fra den dato, hvor SHARE NOW har modtaget meddelelse om Kundens beslutning om at fortryde denne aftale. Tilbagebetalingen gennemføres med samme betalingsmiddel, som Kunden benyttede ved den oprindelige transaktion, medmindre Kunden udtrykkeligt har indvilget i noget andet. Under alle omstændigheder pålægges Kunden ingen former for gebyrer som følge af tilbagebetalingen.

Hvis Kunden ønsker, at levering af tjenesteydelser skal påbegyndes, inden fortrydelsesfristen er udløbet, skal Kunden betale SHARE NOW et beløb, som står i forhold til omfanget af de ydelser, der er leveret indtil det tidspunkt, hvor Kunden informerede SHARE NOW om sin udøvelse af aftalens fortrydelsesret, sammenlignet med fuld opfyldelse af aftalen.

standard delivery offered by SHARE NOW), without undue delay and in any event not later than 14 days from the day on which SHARE NOW is informed about the Customer's decision to withdraw from this contract. SHARE NOW will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer have expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of such reimbursement.

If the Customer requested to begin the performance of services during the withdrawal period, The customer shall pay SHARE NOW an amount which is in proportion to what has been provided until the Customer has communicated his/her withdrawal from this contract to SHARE NOW, in comparison with the full coverage of the contract.

Standardfortrydelsesformular

(denne formular udfyldes og returneres kun, hvis fortrydelsesretten gøres gældende)

- Til:
Arriva Danmark A/S,
CVR-nr.: 18 42 91 01, Skøjtevej 26,
2770 Kastrup, Danmark,
Telefonnummer: +4572108371,
E-mail: kundecenter@share-now.dk
- Jeg/vi (*) meddeler herved, at jeg/vi (*) ønsker at gøre fortrydelsesretten gældende i forbindelse med min/vores (*) købsaftale om følgende varer (*)/levering af følgende tjenesteydelser (*)
- Bestilt den (*)/modtaget den (*)
- Forbrugerens navn (Forbrugernes navne)
- Forbrugerens adresse (Forbrugernes adresse)
- Forbrugerens underskrift (Forbrugernes underskrifter) (kun hvis formularens indhold meddeles på papir)
- Dato

(*) Det ikke relevante udstreges

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To:
Arriva Danmark A/S,
CVR-nr.: 18 42 91 01, Skøjtevej 26,
2770 Kastrup, Danmark,
Telefonnummer: +4572108371,
E-mail: kundecenter@share-now.dk
- I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.