



General Rental Conditions of  
EMobG Services Germany GmbH  
for rentals under the Europcar brand

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# General Rental Conditions of EMobG Services Germany GmbH

## Preamble

Thank you for renting a vehicle from Europcar!

Europcar is a brand of EMobG Services Germany GmbH (hereinafter referred to as "EMobG"). EMobG is a German company with its registered office at Anckelmannsplatz 1, 20537 Hamburg, registered with the Hamburg Commercial Register under number HRB 168009.

The documents relevant to the contractual relationship between you and EMobG are:

- the rental agreement with the agreed terms and conditions (the document that you signed at the time of vehicle handover or on the rental day, or that you received when renting via the EUROPCAR FleetShare app).
- The booking confirmation via email (provided you booked the vehicle in advance).
- the EMobG provisions on insurance coverage
- Price overview for additional services
- the german version of the general rental terms and conditions ("Allgemeine Vermietbedingungen", <https://www.europcar.de/de-de/p/allgemeine-vermietbedingungen>)
- these current conditions.

In the event of a conflict between the documents listed above, the documents shall prevail in the order given.

Please note that EMobG acts only as an intermediary for rentals abroad. Your contractual partner is the respective company in the rental country. The terms and conditions of the rental country apply.

## 1) To whom do the conditions apply?

These terms and conditions apply to you as the renter, who is responsible for paying for the vehicle rental and all associated costs. They also apply to you as the driver and to any additional drivers who are explicitly named in the rental agreement and are therefore authorized to drive the vehicle.

The tenant named in the lease agreement is liable for the payment of the rent and other costs owed under the agreement.

## 2) Rental requirements ?

### a) Means of payment and documents

<b>EMobG accepts the following payment methods</b>
Credit cards (Mastercard, Visa, Amex, Diners, JCB)
Debit cards (Mastercard & Visa ) for cars up to and including the Fullsize Elite category and trucks
Girocard (Maestro & VPay Card) for cars up to and including the Fullsize Elite category for a rental period of up to 4 weeks, for trucks for a rental period of up to 4 weeks
Voucher

<b>In particular, the following payment methods are NOT accepted by EMobG</b>
Prepaid cards and cards from the provider "Nickel" are not accepted.
Cash payments are not accepted at EMobG and all affiliated EMobG stations.

<b>EMobG requires the submission of the following documents</b>
Identity card or passport
A valid German driver's license . Photocopies or digital documents are not accepted. Driver's licenses from non-EU/EEA countries are not accepted. will only be accepted with a translation or an international driving permit. This does not apply if the driving licence This complies with the Convention on Road Traffic of 8 November 1968 (Annex 6). Driving licences from Andorra, Hong Kong, Monaco, New Zealand, San Marino, Switzerland and Senegal are also accepted without translation. The translation must be prepared by a recognized automobile club or an agency designated by the Federal Ministry of Transport.

EMobG is free to refuse to conclude a rental agreement without giving reasons. This applies in particular if EMobG has doubts about the identity of the renter, the validity of their driver's license, or their creditworthiness. In such cases, EMobG is entitled to refuse to hand over a vehicle until the potential renter has satisfactorily clarified these doubts to EMobG.

### b) Authorized drivers

An authorized driver of a vehicle is any natural person who

- (1) is expressly entered with complete data in the rental agreement; this is generally the renter and any additional drivers registered.
- (2) presents a valid driving licence and a valid identity document in accordance with 2 a).



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(3) Depending on the vehicle category, the following minimum age and period of possession of a valid driving licence must be met (the period of possession of the driving licence also includes the driving licence (BF17) in accompanied driving):

For drivers of the vehicle category	Both requirements must be met.	
	Minimum age	Valid driver's license at least since
Mini	18 years	1 day
Economy		
Economy Elite		
Compact		
Compact Elite		
Intermediate	21 years	1 year
Intermediate Elite		
standard		
Standard Elite		
Full size		
Premium (including minibuses of this category)	25 years	3 years
Luxury (including minibuses of this category)		
Special (including minibuses of this category)		
Selection		
minibus		
Truck Group 0, 1, 2	21 years	1 year
	18 years	
Truck Group 3, 4, 5, 6	21 years	2 years

Drivers under 23 years of age are subject to a separate fee ("Young Driver Fee"). The minimum age requirement cannot be waived by adding the Young Driver Fee.

The renter is obligated to provide EMobG with the names and addresses of all drivers upon request, insofar as these are not already listed in the rental agreement. The drivers are considered agents of the renter. If the vehicle is driven by other persons (additional drivers), separate charges will be applied for each additional driver.

### c) Who is not allowed to drive the vehicle?

A person who is not listed as an authorized driver in the rental agreement is not permitted to drive the vehicle. Furthermore, this also applies to persons who cannot present an identification document as listed in section 2 a) or 2 b).

Allowing an unauthorized driver to operate the vehicle constitutes a breach of the terms and conditions, making you liable to EMobG for any resulting damages caused by you and/or an unauthorized driver.

The unauthorized driver has no insurance coverage or protection through additional services offered by EMobG. Coverage then exists exclusively within the framework of statutory liability insurance (mandatory insurance coverage).

### 3) Where is the vehicle permitted to be driven? (Contract area)

The renter and driver are not permitted to drive the vehicle outside the contract area. For journeys abroad within the permitted contract area, EMobG charges a separate fee ("Cross Border Fee (CBF)," see price overview in Appendix 2), which you must book before starting your journey if you plan to enter the permitted contract area .

The permitted contract area includes Europe, with the exception of the following countries, which, depending on the vehicle category, **are not included** despite booking the cross-border fee. The following may be used:

- a) **Countries closed to all vehicle categories** : Albania, Baltic Republics, Bulgaria, Greece, Iceland, Romania, Turkey, Serbia, Montenegro, Macedonia, Kosovo, Bosnia and Herzegovina, Moldova, the Russian Federation, Malta, Ukraine, Belarus and Cyprus.
- b) **For vehicles in the Truck category and from the Fullsize category upwards (excluding minibuses), the following countries are closed** : Croatia, Poland, Slovakia, and Hungary.
- c) **Countries restricted to vehicles of the Fullsize category and above:** Great Britain and Ireland.

If the renter drives a rental vehicle from EMobG into a restricted country (sections 3a and 3b), a contractual penalty is due according to the price table in Annex 2 ("Cross-Border Penalty").

(1) Necessary prior information and consent for journeys into the permitted contract area

Trips abroad are permitted to the renter only within the authorized contract area. All European countries are permitted, with the exception of those listed in sections 3.a) to 3.c) ("authorized contract area"). The renter is obligated to notify EMobG of any planned trip into an authorized contract area before commencing the journey by booking the Cross-Border Fee ("Cross Border Fee (CBF)," see price list in Appendix 2) and to obtain EMobG's explicit approval by booking the Cross-Border Fee.



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The border crossing fee does not exempt you from the obligation to pay the toll – if applicable – in the respective country you are entering!

(2) Contractual penalty in case of culpable breach of the notification obligation

If the renter culpably breaches his obligation under clause 3.(1) to give prior notice and obtain consent and drives the rented vehicle abroad within the permissible contractual area without the required prior consent of EMobG, the renter is obliged to pay EMobG a contractual penalty of EUR 99.00 according to the price table in Annex 2 (“unannounced border crossing”).

(3) Credit and further claims

The contractual penalty will be credited against any damage caused by the breach of duty and proven under the EMobG (German Act on the Protection of Employees), insofar as this damage exceeds the amount of the contractual penalty. The possibility of reducing a disproportionately high contractual penalty (§ 343 of the German Civil Code) remains unaffected.

If you have any questions, please contact our customer service by phone at 040 52018-8000.

Please note that you are obligated to comply with the laws, traffic regulations, and any applicable tolls of the country in which you are driving the vehicle. As the renter and driver, you are liable for all claims arising from owner liability during the rental period, insofar as you are responsible for them. In particular, you are liable for all fees, tolls, charges, fines, and penalties incurred in connection with the use of the vehicle, as well as for all disturbances of possession and claims caused by you or third parties to whom you have entrusted the vehicle, for which the EMobG (Emergency Motor Vehicle Liability Company) is held responsible, insofar as you are responsible for them. For each request by a law enforcement agency or other third party to determine the driver's data, a culpable flat fee will be charged according to the price list in Appendix 2. You are permitted to prove that no damage was incurred or that the actual damage was significantly less than the flat fee.

#### **4) No liability is accepted for items transported in the rental vehicle, business opportunities, or business interruptions.**

EMobG is not liable for the risk associated with transported goods. Likewise, EMobG is not liable for any loss related to a business opportunity or for any business interruption related to the rental.

#### **5) What are the obligations of the renter and the driver with regard to the vehicle?**

If you rent a vehicle from EMobG, you and the drivers are subject to the following obligations:

- a) The renter and driver are obligated to return the vehicle, vehicle keys, and accessories to the agreed-upon return location at the agreed-upon date and time at the end of the rental period. EMobG grants a grace period of 29 minutes at the end of the rental period. A grace period of 15 minutes applies to pick-ups (see section 11 d). The vehicle, keys, and accessories must be returned in the same condition in which EMobG provided them at the time of rental.
- b) The renter and driver are obligated to operate the vehicle appropriately, in compliance with applicable laws and regulations, and to ensure they are familiar with all relevant local traffic regulations. They are liable for all fees, tolls, charges, fines, and penalties incurred in connection with the use of the vehicle, as well as for any disturbances of possession caused by them or third parties to whom they have entrusted the vehicle, for which EMobG is held responsible, insofar as they are at fault. A culpable flat fee, as detailed in the price list in Appendix 2, will be charged for each request by a law enforcement agency or other third party to determine the driver's data.
- c) The renter of the truck or the owner of the trailer is solely responsible for paying the trailer surcharge.
- d) The renter and driver are obligated to ensure that luggage or items transported in the vehicle are secured in such a way as to prevent damage to the vehicle and pose no risk to passengers. Applicable regulations regarding load securing must be observed.
- e) The renter and the driver are not permitted to drive the vehicle if their driving ability is impaired, in particular under the influence of alcohol or drugs or in the case of an illness that impairs driving ability.
- f) Smoking is strictly prohibited in all vehicles. We are entitled to claim a flat-rate compensation fee in every case of culpable violation of this prohibition by you or any third party transported by you. You are permitted to prove that no damage was incurred or that the actual damage was significantly less than the flat rate.
- g) We hand over our vehicles to the renter ready to drive, inspected, and with all necessary fluids. The renter and driver are obligated to refill the vehicle with the appropriate fluids (fuel, oil, windshield washer fluid, coolant, AdBlue, etc.) as needed during the rental period. If the wrong fuel is used, you will be liable for the costs incurred by towing the vehicle and/or the resulting damage, based on the provisions of section 12 (Damage to the Vehicle). This does not apply if you can

prove that the incorrect refueling was caused by a third party.

- h) Electric vehicles must be charged exclusively with the charging cable provided by EMobG in accordance with the manufacturer's recommendations.
- i) The renter and the driver may not use the vehicle for the following purposes or permit such uses :
  - (1) The vehicle may not be sublet, encumbered, pledged, sold or otherwise encumbered, not only the vehicle itself, but also vehicle parts, vehicle keys, vehicle documents, equipment, tools and/or accessories.
  - (2) For the transport of persons for hire or payment (e.g. for car sharing and commercial passenger transport), unless this is expressly agreed with EMobG and you have the corresponding permit.
  - (3) Transporting more people than are listed in the vehicle documents.
  - (4) Transport of flammable and/or dangerous goods, toxic, hazardous and/or radioactive products, or products that violate applicable legal regulations (except for everyday products, e.g., deodorant/hairspray, which do not violate applicable laws and are in accordance with normal use of the rental vehicle).
  - (5) Use of the vehicle for the transport of goods with a weight, quantity and/or volume that is higher than that stated in the vehicle documents.
  - (6) Use of the vehicle for racing, even if the racetrack is open to the public for test and practice drives (so-called tourist drives). This also applies to driving off-road, for reliability tests, speed tests, or for participation in rallies, races, driver safety training, or test runs, regardless of where these take place and whether they are official or not.
  - (7) Use of the vehicle for transporting live animals (with the exception of pets and/or animals kept indoors in suitable transport boxes) is prohibited. Any necessary special cleaning costs are to be borne by the renter. Special cleaning costs will be calculated based on the actual expenses incurred, but at least with a flat-rate cleaning fee. You are permitted to prove that no damage occurred or that the actual damage was significantly less than the flat rate.
  - (8) Use of the vehicle for driving school purposes and supervised driving.
  - (9) Using the vehicle to pull or push another vehicle or trailer (unless the rental vehicle is equipped with a trailer hitch and the total weight specified in the

vehicle documents is adhered to).

- (10) Use of the vehicle on gravel roads or on roads whose surface, size or condition poses a risk to the vehicle, such as beaches, impassable roads, forest tracks and mountains, or roads that are not authorized and not paved.
- (11) to commit an intentional act.
- (12) for transporting the vehicle on board an aircraft.
- (13) Use of the vehicle within areas of ports, airports, and/or airfields not open to traffic, and/or in areas corresponding to those mentioned or which do not permit access to public traffic, is prohibited. This also applies to the premises of a refinery or oil company, including its associated facilities, unless expressly authorized in writing by EMobG. If EMobG grants you authorization, EMobG will inform you about the liability insurance coverage that applies in this case, which may vary depending on the circumstances.
- (14) for other uses that go beyond the contractual use.

During the rental period, you are obligated to take all necessary measures to maintain the vehicle in the contractually agreed condition. In particular, the renter and driver must perform the usual vehicle checks, such as checking the oil and water levels, tire pressure, and AdBlue®, and refill the fluids as required. After 28 rental days, the renter is responsible for the cost of refill fluids (AdBlue®, windshield washer fluid, antifreeze, and engine oil) up to a maximum of 8% of the respective net monthly rental fee, if necessary.

You are liable to EMobG for all consequences arising from the culpable breach of the aforementioned obligations.

Furthermore, you are also liable for any accessories (e.g., child seat) and vehicle equipment (e.g., safety vest, warning triangle, owner's manual, telematics/tracking technology) you rented if they are not returned with the vehicle or are not present in the vehicle, provided this is your fault. You are permitted to prove that no damage occurred or that the damage was significantly less than the amount claimed.

EMobG reserves the right to claim a contractual penalty in accordance with the price table in Annex 2 in the event of the removal of telematics/tracking technology ("Connected Vehicle"). The possibility of reducing a disproportionately high contractual penalty (§ 343 BGB) remains unaffected.

EMobG reserves the right, in the event of a breach of the aforementioned obligations, to demand the immediate return of the vehicle and, if necessary, compensation for damages.



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## 6) What mobility services are included in the rental price?

The basic rent includes the following mobility services:

Mobility services
Motor vehicle liability insurance
Comprehensive insurance (VK) with a deductible depending on the agreed product or as per individual agreement. At some rental locations, comprehensive insurance is not included in the agreed rental price. You can add comprehensive insurance when booking by selecting the Basic, Medium, or Premium Protection Package, which reduces your liability for accidents you cause or eliminates it entirely in the case of the Premium Package. If you do not add comprehensive insurance when booking, the vehicle is only covered by third-party liability insurance, and you are fully liable for any damage to the rental vehicle or for theft/attempted theft of the vehicle, provided you are at fault.
Partial comprehensive insurance (TK) with a deductible depending on the agreed product or as per individual agreement, including theft protection.
Included free kilometers, depending on the product chosen.
Technical support for the vehicle in the event of impairment of the vehicle's drivability not caused by the renter or driver (emergency management service) in Germany.

## 7) What is included in the rental price?

The information you provide to EMobG at the time of booking (e.g., rental duration and date, your age, or the age of any additional drivers) affects the price you pay. Any changes to this information may result in a price change. The rental price is the price valid at the time of booking or at the time of any subsequent changes to the booking.

## 8) What other fees/costs might apply?

a) Security deposit. In addition to the rental price (which you paid in advance when booking or which you pay at the time of vehicle pick-up or return), EMobG requires you to provide a security deposit for any additional costs that may arise during your use of the vehicle during the rental period.

This security deposit is provided as financial security. When paying by credit card, it is granted in the form of a pre-authorization by your bank. If you pay for the rental using your debit card (Maestro and VPay Card), the deposit amount will be debited from your bank account via your debit card at the time of rental. If you did not book your vehicle on-site (online, via app, or by phone), the deposit amount will be stated in the confirmation email you receive after your booking. In any case, you will be reminded to pay the deposit at the pick-up station.

Should you require further information regarding the deposit, please refer to section 19 (Deposit Payment Regulations).

b) EMobG may charge you for costs incurred during the rental period and/or as a result of your use of the vehicle. The amount of these costs (including VAT) is listed in the price overview for additional services and costs (Appendix 2). This overview is attached to your confirmation email or is available at our stations and/or on our website.

The above-mentioned costs and fees also include:

c) Processing fees for obtaining driver data for handling fines, tolls, trespass, or other costs arising from the rental, for which EMobG is held liable as the vehicle owner, are charged insofar as these are based on a culpable violation. You are expressly permitted to prove that no damage was incurred or that the damage is significantly lower than the fee. Please note that such processing fees are payable in addition to the claimed amount and that you are liable for payment of such claims if you are at fault.

d) Cleaning costs will be charged for a vehicle returned in a condition that is excessively dirty or has an unpleasant odor, exceeding normal wear and tear. Special cleaning costs will be calculated based on the actual expenses incurred, but at least with a flat-rate special cleaning fee. You are permitted to prove that no damage occurred or that the actual damage was significantly less than the flat rate.

e) Costs for lost or stolen vehicle keys, provided the loss is your fault.

f) Costs for the non-return of accessories and documents supplied with the vehicle (such as warning triangle, fluorescent safety vests, operating instructions, etc.) and/or the accessories you have chosen (e.g. car seat, navigation device, charging cable for a household socket, etc.)

g) A flat fee is charged for processing each claim for damages caused by your negligence. You are expressly permitted to prove that no damage occurred or that the actual damage was significantly less than the flat fee.

h) A flat fee is charged for processing lost and found items. You are expressly permitted to prove that no damage was incurred or that the actual damage is significantly less than the flat fee.

i) Fuel consumed during the rental period, including a refueling charge as per Annex 2 for refueling the missing fuel. You are expressly permitted to prove that no damage has occurred at all or that the damage is significantly lower than the flat rate.

- j) For car rentals: a climate protection fee per rental day, the amount of which depends on the vehicle category rented.
- k) Location surcharge: For rentals or purchases at airports, train stations and cruise terminals, we charge a location surcharge of 25.9% on the net rental price, excluding fuel.
- l) Costs for returning the vehicle to our station (excluding the station where you picked up your vehicle), the extension of your rental, and additional kilometers beyond the agreed free kilometers.
- m) A flat-rate fee applies for the early return of the rental vehicle more than 24 hours before the agreed rental end date; see section 11 a). You are expressly permitted to prove that no damage was incurred or that the damage is significantly lower than the flat rate.
- n) Fees apply for reservations or booking/reservation changes, unless made online. This fee is charged once per rental.
- o) AdBlue €0.02 (net) per kilometer driven, as per Annex 2 for AdBlue refueling for vehicles in the Van & Truck category (Truck Group 0-6), if the renter rents a Van & Truck vehicle with a diesel engine for up to and including 27 days. From the 28th day onwards, section 5, paragraph 5 applies.

To execute the vehicle rental agreement, EMobG needs to be able to collect all legally and/or contractually owed costs related to the rental via your payment method. You give your express authorization for this at our station when you hand over your payment method to our representative before picking up the vehicle. In particular, you authorize us to collect contractually owed processing fees related to traffic violations and fine proceedings, as well as warnings and fines paid by EMobG, via your credit card, provided you were at fault for the underlying traffic violations.

## 9) What should the renter or driver pay attention to when picking up the vehicle?

If you discover a defect or damage that is not documented in the rental agreement, you are obligated to ensure that it is noted in the rental agreement. This also applies to defects or damage to the rented accessories. This amendment must be signed by you and the EMobG representative.

Alternatively, you can also report the defect or damage directly via smartphone. To do so, please send a text message with the word "Vorschaden" to +49 177 178 3001 or scan the QR code on the damage management flyer. Using the QR code will generate a text message that you simply need to send. You will then receive a link to an online form where you can report the defect or damage.

## 10) What are the rules for returning the vehicle?

You are obliged to return the vehicle to our station or the agreed pick-up location no later than the day and time agreed in the rental agreement.

### a) Return the vehicle during the opening hours of the EMobG stations.

You can return the vehicle to another of our stations for the costs listed in the price overview of additional services and costs (Appendix 2), which was attached to your confirmation email if you did not make the reservation on-site. This document can also be viewed on-site at our stations and/or on our website.

The rental ends when you return the vehicle to our EMobG station and hand over the vehicle keys and other accessories to an EMobG representative.

If the vehicle is returned earlier than agreed in the rental agreement, EMobG will recalculate the rental costs based on the rates applicable to the shorter rental period (see section 8). If the vehicle is returned more than 24 hours before the agreed end of the rental period, you will also be charged a flat-rate damage fee to cover the damage incurred due to the early return. The amount of the damage fee is shown in the price list for additional services and costs (Appendix 2). You are permitted to prove that we incurred no damage due to the early return or that the damage was significantly less than the flat-rate fee. The difference between the amount of the damage fee and the previously overpaid rental costs will be refunded to you.

Upon returning the vehicle, you are obliged to inspect the vehicle together with an EMobG representative and to sign a return protocol for the vehicle.

Upon request, EMobG will provide you with a return document confirming the return of the vehicle to EMobG.

EMobG is not liable for items or documents that you may have forgotten in the vehicle, unless it can be proven that they were lost while under EMobG's responsibility.

### b) Return service outside opening hours

EMobG recommends returning your vehicle during station opening hours. At the customer's request, EMobG offers an additional service outside of opening hours at certain stations. Stations with extended opening hours or 24/7 service can be found on our website.

If you choose to return the vehicle outside of opening hours, EMobG will prepare a condition report of the vehicle in your absence.

In particular, as the renter, you are obligated to report any incident and/or damage that affects the condition of the vehicle on the "Damage Report" document. This document is located in the vehicle.

Depending on the available system and the information you have received from EMobG, this damage report should either be left in the vehicle or placed in the designated key return device along with the vehicle keys.

Please note that your rental agreement does not automatically end when you return the vehicle keys. The vehicle will remain in the parking lot until the EMobG station opens to inspect the vehicle and finalize your rental agreement. Therefore, EMobG reminds you to park the vehicle in the designated area in a way that does not pose a danger to others or obstruct traffic. The vehicle documents should remain in the glove compartment. Since the vehicle will be inspected at a later time – during the station's opening hours – EMobG recommends that you take photos of the vehicle before dropping off the keys to document its condition and the time of return.

EMobG will inform you as soon as the vehicle inspection has been carried out and if any damage has been found.

#### **c) Returning the vehicle without your presence and during the opening hours of the EMobG stations**

Should you be unable or refuse to inspect the vehicle together with the EMobG representative, EMobG will inspect the vehicle in your absence and note your refusal of a joint vehicle inspection.

The procedure described in point 11 b) shall apply.

#### **d) Late return of the vehicle**

If the vehicle is not returned on the date agreed in the rental agreement, or if you are not present at the agreed pick-up time, and if you do not immediately notify us of the reason for the late return, EMobG must assume that you are using the vehicle unlawfully. EMobG is then entitled to file a report with the relevant authority.

In such a case, EMobG is entitled to charge you a usage fee for each additional day of unauthorized use, based on the applicable tariff, and, in the event of unsuccessful collection (= wasted trip), compensation for expenses up to EUR 50.00 in accordance with Appendix 2, unless you can prove that you no longer have access to the vehicle through no fault of your own, or that the failure to return the vehicle occurred due to circumstances beyond your control. EMobG may claim from you all damages incurred by EMobG as a result of your fault, in particular fines, penalties, toll fees, third-party claims, or measures taken as a result of demands by authorities for the purpose of identifying the perpetrator or clarifying other circumstances relating to an offense or criminal act.

EMobG is also entitled to initiate legal proceedings to demand the immediate return of the vehicle. In such a case, the agreed insurance coverage and other contractual services do not apply.

### **11) Damage to the vehicle**

If the vehicle's condition upon return differs from its condition upon rental, the following regulations apply to damage caused by you or the driver.

#### **a) Damage discovered in your presence upon return**

If damage is discovered upon return of the vehicle in your presence and you confirm this by signing the return protocol, one of the following regulations will apply depending on the extent of the damage:

- (1) In the event of damage according to the Direct Claims Settlement price list: The damage will be settled according to the Direct Claims Settlement price list, provided it is listed therein and no other reasons preclude this (e.g., accidents involving third parties, gross negligence, intent, vehicle exchange during the rental period, special billing procedures, etc.), if you pay this directly on-site upon returning the vehicle. Should Direct Claims Settlement have been incorrectly applied based on your information (e.g., accidents involving third parties, gross negligence, intent, etc.), EMobG reserves the right to subsequently claim further damages.

If you subsequently request proof of the amount of damage, we will charge you a flat fee, see Appendix 2.

If you do not pay for the damage directly on site, it will be calculated based on a cost estimate or an expert opinion plus a flat fee for processing the claim.

Insofar as we charge a flat fee in accordance with the preceding paragraphs, you are permitted to prove that we have incurred no damage or that the damage is significantly lower than the respective flat fee.

- (2) For all other damages: Damages not listed in the aforementioned price list for direct claims settlement will be calculated based on a cost estimate or expert opinion, plus a flat fee for processing the claim. You are permitted to provide evidence that we incurred no damage or that the actual damage was significantly lower than the respective flat fee.

If you do not sign the return protocol, the procedure described in section 12 b) applies.

#### **b) Damage discovered in your absence upon return outside opening hours**

If, after the vehicle is returned in your absence, damage is discovered by an EMobG representative, the following applies:

- (1) If you rented the vehicle from EMobG as a consumer, EMobG will send you the following documents:

- Return protocol for the vehicle with a description of the damage found.
- Photos of the damage
- a cost estimate or an expert report on the necessary repair costs.

If you have any objections to the identified damages and their calculation, you can notify us within 14 days of receipt by email or post.

If you do not raise any objections or raise no comprehensible objections within the 14-day period, EMobG reserves the right to invoice you for the necessary repair costs plus a flat fee for processing the claim.

(2) If you rented the vehicle as a business, EMobG will invoice you for the necessary repair costs plus a flat fee for processing the claim. EMobG will send you the following documents with the invoice:

- a cost estimate or an expert opinion on the necessary repair costs
- Photos of the damage
- Vehicle return protocol with description of the identified damage

EMobG reserves the right to exclude customers with conspicuous claims history from future rentals.

### c) General regulations

Please note that depending on the damage to the vehicle and the scope of the agreed insurance coverage (see also the EMobG provisions on insurance coverage, which were attached to your confirmation email or are available at our stations or on our website), you may be charged for repair costs in full or only in part.

If you have objections to the identified damages and their calculation, you can proceed as described in section 23.

### 12) Obligations of the renter and driver with regard to the maintenance of the vehicle

During the rental period, the renter and driver are obliged to take all necessary measures to maintain the vehicle in the condition it was in when rented.

Please pay attention to the warning lights on the vehicle display and take all necessary measures according to the owner's manual. If in doubt, please contact our emergency management service by telephone at +49 40 52018-8100.

Any modification or mechanical intervention on the vehicle is prohibited without the prior written authorization of EMobG. Should this rule be violated, you will be obligated to bear the costs necessary to restore the vehicle to the condition it was in at the time of rental.

If you use an electric vehicle, you are required to use only the charging cable provided by EMobG to charge the battery. If you use a different charging cable, you are responsible for any resulting damage.

If you rent a household charging cable from EMobG as an additional service, which allows you to charge the battery at home, you must ensure that your electrical wiring meets current technical standards and the requirements of the vehicle manufacturers before you start charging the battery.

You may carry out repairs necessary to ensure the vehicle's operational and road safety up to a cost of EUR 50.00 yourself; larger repairs require EMobG's consent. EMobG will reimburse the repair costs upon presentation of the corresponding receipts, unless the renter is liable for the damage (see section 23).

You are liable to EMobG for all consequences arising from the breach of the aforementioned maintenance obligations.

### 13) Obligations of the renter and driver in case of accident, other damage, breakdown or theft of the vehicle

In the event of an accident or impairment of the vehicle's drivability due to a technical defect, preventing you from continuing your journey and/or requiring you to stop the vehicle, an emergency management service will be provided. This is included in the rental price. The provisions of the emergency management service are set out in Appendix 1 of these terms and conditions.

In these cases, please contact our emergency management service at the following telephone number:  
+49 40 52018-8100.

Renters and drivers are obligated to immediately notify the police and the EMOBG (Emergency Vehicle Accident and Rescue Service) in the event of an accident, fire, theft, collision with wildlife, or other damage. This also applies to accidents caused by the renter without the involvement of third parties. Liability claims from the other party must not be admitted. Even in the case of minor damage, you are required to prepare a written report, including a sketch. The accident report must include, in particular, the names and addresses of all persons involved and any witnesses, as well as the license plate numbers of the vehicles involved.

In the event of theft of the vehicle, you are obliged to provide EMobG with a copy of the criminal complaint immediately, along with the vehicle keys and vehicle documents, if these were not also stolen.

## 14) When will the rent invoice be issued and when is payment due?

You will receive a final invoice once all aspects of your rental have been settled, but no earlier than the day after the vehicle is returned.

Depending on the product and payment method, you either pay the full invoice amount in one lump sum or in several installments, or EMobG collects the corresponding amount via the agreed payment method.

You can choose to prepay (prepayment is only available for bookings made online, via the call center, or at one of our stations). This prepayment includes the rental fee for the booked period, accessories for the rental period, and any additional mobility services booked. Your payment method will be charged the corresponding amount. At the time of rental, the renter must present the same credit card used for the prepayment. You will receive confirmation of the prepayment. This prepayment will be taken into account in the final rental agreement and deducted from any remaining balance due.

If you choose not to make a prepayment, the security deposit will be charged at our station where you pick up your vehicle, in addition to the cost of the vehicle rental and any selected accessories, extra services, additional drivers, or insurance coverage you chose before picking up the vehicle. These costs will be itemized on the rental agreement, which you will sign before taking possession of the vehicle. The final total cost of your rental will be calculated and charged upon return of the vehicle at the end of the rental period.

Additional fees or costs will be invoiced to you upon vehicle return, provided they can be calculated at that time. If additional costs arise, for example, due to a fine or if damage to the vehicle is discovered upon return, EMobG will invoice you for these and other administrative costs (e.g., damage processing fees, processing fees for fines) at a later date, once EMobG has been made aware of these costs.

You may raise objections to this calculation within a period of 14 days, starting from receipt of the letter, by email or post; this also applies to proof if you are not the cause.

If you do not respond within this timeframe, you will be billed for the costs.

If the tenant has provided EMobG with their email address, they agree to receive invoices electronically at that address and will no longer receive them in paper form. It is the tenant's responsibility to ensure that the provided email address is valid and that emails can be received at that address.

The tenant may object to receiving invoices electronically at any time. EMobG will then send the tenant a paper invoice. The tenant is responsible for any additional costs incurred for sending the paper invoice and for postage.

With tenants who are not consumers and who have granted a direct debit authorization, a direct debit pre-notification period of one day is agreed, which is fulfilled upon dispatch of the direct debit authorization.

If you fail to pay the invoice amount by the due date shown on the invoice, and even after receiving a reminder, the default interest rate will be 5 percentage points above the base interest rate if you are a consumer, and 9 percentage points above the base interest rate for business customers. You may prove that the actual damages incurred due to the delay were lower. If, due to the delay, it becomes necessary to engage a debt collection agency, you will be liable for the resulting costs, unless you were demonstrably unable or unwilling to pay and have otherwise raised no objections to the basis of the claim.

If the invoice amount is not paid when due, default interest must be paid in addition to the outstanding amount.

## 15) Changing or canceling a booking

### a) the change

You can change your booking free of charge, provided that you notify EMobG at least 48 hours before the scheduled start of the rental period. This does not apply if you have booked the non-refundable option (hereinafter referred to as "Package Light"). In this case, no further changes to the booking are possible. You should always use the same communication channel as for the original booking.

Please note that new rental prices and new mileage packages may apply if you change your booking.

You can make changes online via our websites. Alternatively, you can contact our call center at +49 40 52018-8000.

### b) Cancellation and No Show

(1) **Cancellation** – You can cancel your booking **up to 48 hours in advance**. You can cancel free of charge **before the start of the rental period**, but you must **inform** EMobG about this in good time before the start of the rental period. This does not apply if you have booked the non-refundable Light package.

(2) **Late cancellation** – If you cancel your booking with EMobG less than 48 hours before the rental period begins, **you may be charged a cancellation fee of up to EUR 50.00. If you booked the non-refundable Light package, you will only pay the full rental price.** If you prepaid the rental price, you will be refunded the prepaid amount less the aforementioned cancellation fee. If you did not prepay, the cancellation fee will be charged to the payment method you provided to EMobG at the time of booking. If you did not prepay and EMobG does not have your payment details, you will still be

responsible for paying the cancellation fee.

You are permitted to prove that EMobG suffered no damage or significantly less damage than the cancellation fee.

- (3) **No-Show Fee** – If you do not cancel your booking and fail to pick up the vehicle at the agreed rental start time, **you may be charged a no-show fee of up to EUR 159.00 . The no-show fee will not exceed the agreed rental price.** If you have prepaid the rental price, you will be refunded the prepaid amount less the aforementioned no-show fee. If you have not prepaid, the no-show fee will be charged to the payment method you provided when booking. If you have not prepaid and EMobG does not have your payment details, you will still be responsible for paying the no-show fee. You are permitted to prove that EMobG incurred no damage or significantly less damage than the no-show fee. **If you have booked the non-refundable Light package, you only pay the full rental price.**

- (4) **Unsuccessful delivery** – If you do not accept the vehicle at the scheduled delivery time, or if acceptance is not possible due to clause 2 a) or 2 b), you will be charged a cancellation fee (empty trip) of up to EUR 50.00 as per Appendix 2, plus one rental day according to the agreed terms. A delivery is considered unsuccessful if you do not accept the vehicle at the agreed delivery time and fail to take possession of the vehicle within the allotted 15-minute grace period. Vehicle acceptance must be carried out in accordance with these terms and conditions. Refueling and fuel costs will be billed in accordance with the price list valid at the time of rental. The applicable rates are available at the rental station. You are permitted to prove that EMobG suffered no damage or significantly less damage.

- (5) **Non-refundable and non-changeable "Light" package** – The Light package is non-refundable and the booking contents cannot be changed. Changes before or after the rental are not permitted. If you cancel your booking or do not pick up the vehicle as reserved, you will not receive a refund.

### c) Tardiness

If the rental is to take place at an airport or train station, and if the train or flight number is provided in the reservation, the rental station will wait up to one hour after the station's regular closing time in the event of a delayed flight/train arrival to provide you with a vehicle from the booked vehicle category. An additional after-hours fee will be charged for rentals outside of regular opening hours. If no flight or train number was provided, the booking cannot be guaranteed in the event of a delayed arrival outside of regular opening hours.

If you have neither paid the rental price online when booking the vehicle nor provided us with your credit card details or personal data (e.g. address, driver's license number, train or flight number), and the renter does not take possession of the vehicle at least one hour after the agreed time, there is no longer a binding reservation.

For deliveries, an employee will wait a maximum of 15 minutes for your arrival. After this time, additional compensation will be charged in accordance with section 13 b) (4) if delivery cannot be completed due to your fault. You are permitted to prove that EMobG suffered no damage or significantly less damage.

### d) Force majeure

If you cancel your reservation, fail to pick up the vehicle at the agreed rental time, or are unable to accept the delivered vehicle, you will not be liable if this is due to an event of force majeure.

A force majeure event exists when the event is beyond your control, could not have been foreseen at the time of contract conclusion even with the exercise of utmost care, and whose effects cannot be avoided even by taking appropriate measures. Such an event releases you from the obligation to rent the vehicle. If you invoke force majeure, you must demonstrate and prove the conditions for its validity.

Please note that strikes, delays or cancellations of your chosen means of transport (train, plane, etc.) are not considered force majeure and do not release you from the obligation to pay cancellation fees, failed delivery charges or no-show fees.

## 16) Lease extensions

For any extension of the rental period agreed in your rental agreement by more than 30 minutes, please contact our customer service by telephone on +49 40 52018-8000.

For any extension of more than 48 hours, you are required to:

- a) to inspect the vehicle together with an EMobG representative.
- b) to pay the rent and any additional costs that may arise.
- c) to sign a new lease agreement or an addendum to the original lease agreement.
- d) to provide a means of payment for the extension period.

If you do not meet these conditions, the provisions of the preceding paragraph regarding the return of the vehicle will apply.

## 17) Fuel policy and charging policy for electric vehicles

Please note that the regulations for refueling the vehicle or charging the battery (for electric vehicles) depend on the rental country and the type of vehicle you have chosen. Please carefully check the regulations that apply to each of your rentals. Please ask the EMobG representative for details of the available options.

For deliveries and collections, the agreed delivery or collection fees—plus costs for refueling and fuel—will be invoiced in accordance with the price list valid at the time of rental. The applicable rates are available at the rental station.

### a) internal combustion engine vehicles

All vehicles will be handed over to you with a full tank. You can choose between two options :

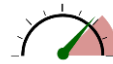
#### FULL TANK OPTION WITH REFUND

- (1) You can purchase a full tank of fuel in advance when you pick up your vehicle. The price for a full tank varies daily . Please ask on-site for the current price.
- (2) If you return the vehicle with a full tank of fuel (proof of refueling may be requested by EMobG), EMobG will refund you the amount you paid for a full tank when you rented the vehicle.
- (3) If you do not return the vehicle with a full tank, EMobG will not reimburse you for the unused fuel.

#### FUEL REGULATION FULL / FULL

- (4) We will rent you a vehicle with a full tank of fuel.
- (5) You return the vehicle with a full tank.
- (6) You pay nothing for the refueling service or for fuel under the following conditions:
  - (1) **You drove less than 100 km during your rental period and can provide proof of refueling:** The distance driven is calculated based on the difference in the odometer reading between the time of rental and the vehicle's return. Due to the manufacturer's design, the fuel gauge rarely changes after 100 km. Therefore, a valid fuel receipt is required, proving that the vehicle was refueled before being returned with the amount of fuel that the vehicle consumes on average per 100 km, proportional to the distance driven during your rental period. You will pay a refueling fee per liter of fuel added to the fuel price. The current price per liter, including the refueling fee, is available at EMobG stations. The renter is permitted to provide evidence that no or lower refueling costs were incurred.
  - (2) **You drove more than 100 km during your rental**

**period and the fuel gauge shows a full tank:** The basis for calculating the distance driven is the difference in the odometer reading between the time you rented the vehicle and when you returned it. The tank is considered full when the fuel gauge shows the maximum fill level (8/8). The tank is considered not full when the fuel gauge reads less than the maximum fill level. The 1/8 method is used for this calculation. The tank capacity of the vehicle is divided into 1/8s, and the resulting missing amount of fuel is converted into liters and shown on the invoice. If the fuel gauge reading falls between two 1/8 values, you will be charged for the missing eighths according to the next increment.



For example, if the vehicle is returned with a fuel level of 5/8, 2/8 of the tank will be charged.

The staff at our station can provide you with information about the fuel price per liter, including refueling fees, upon return of the vehicle.

### b) Electric vehicles (as far as the battery is concerned)

When you rent an electric vehicle , it will be handed over to you at the station with a battery that has a minimum charge level of 80%. You are obligated to return the vehicle with a minimum charge level of 80 %. If you return the electric vehicle with a charge level below 80%, EMobG will recharge the vehicle for you. In addition to the electricity price, you will be charged a recharging fee per kilowatt-hour (kWh) charged, as per Price List 2 ("Refueling Fee incl. Service"). The currently valid price per kWh, including the recharging fee, is available at EMobG stations. The renter is permitted to provide proof that no or lower costs were incurred for recharging.

The minimum charge level of 15% must not be undercut at any time during the entire rental period, as discharge may occur due to temperature changes, especially overnight. If the vehicle becomes completely unloaded, the renter will bear the costs incurred due to the unloaded and consequently stranded vehicle.

## 18) Special provisions for long-term rentals (cars from 28 days, vans & trailers from 25 days)

Business customers have the option of renting a vehicle on a long-term basis (cars from 28 days, trucks/vans from 25 days) on account with an existing business account or by direct debit (hereinafter referred to as "long-term business customer").

### a) Vehicle

**Check:**  
The long-term business customer is obligated to present the vehicle at a Europcar station every 60 days ("Vehicle Check"). The physical vehicle check must be carried out a maximum of once every 60 days upon request. EMobG will request the long-

term business customer to perform the physical vehicle check via email or telephone. After receiving the email/phone call, the long-term business customer has 14 calendar days to present the vehicle at an EMobG station for the vehicle check. During the contract period, the regular vehicle check verifies, in particular, the vehicle's condition and compliance with the contractually agreed mileage. If any irregularities are found on the vehicle, such as significant defects that impair road safety, EMobG may exchange the vehicle. This does not affect the right of either party to terminate the contract for cause.

If the customer fails to comply with the request for a physical vehicle check or to schedule an appointment within the specified timeframe or on the agreed date, EMobG reserves the right to charge the long-term business customer a contractual penalty of EUR 150.00 for each missed or unscheduled appointment. This does not affect the obligation to present the vehicle at the agreed station. The fee will not be charged if the customer proves that they are not responsible for the failure to appear. If the long-term business customer repeatedly and culpably fails to attend the scheduled vehicle check, EMobG reserves the right to terminate the rental agreement without notice.

b) **Vehicle Exchange:**  
Vehicles are subject to limited holding periods and mileage limits. Furthermore, service intervals must be adhered to according to manufacturer specifications. Upon reaching a certain holding period and/or mileage limit, or when a service is required, EMobG may arrange a vehicle exchange. EMobG will take back the vehicle and provide the customer with another vehicle from the agreed-upon vehicle category. EMobG will schedule a binding appointment with the customer for the vehicle exchange. The customer is obligated to attend the appointment and make the vehicle available for the exchange.

c) **Price adjustments**  
EMobG may adjust the contractually agreed rental price if and to the extent that, after the conclusion of the contract, the costs relevant for calculating the price (e.g., statutory charges, purchase prices, energy, operating materials, wages and salaries, or a persistent vehicle shortage) increase or decrease. The price change will only be made to the extent that the aforementioned cost factors change. A price reduction will be made accordingly in the event of cost reductions. The renter will be notified of the adjustment in writing at least four weeks before it takes effect. A price adjustment is permissible no earlier than six months after the conclusion of the contract. In the event of a price increase, the renter has the right to terminate the contract without penalty within two weeks of receiving the notification.

## 19) Regulations regarding the payment of a security deposit

A security deposit is payable upon vehicle collection. If paying by credit card, the corresponding amount will be authorized. If paying by debit card (Maestro and VPay Card), the deposit amount will be debited from your bank account. If you have prepaid for your rental, the same credit card used for the rental payment must be used for the security deposit at the rental location.

The deposit serves as security for additional rental costs.

If you have made a prepayment for your rental, the security deposit amount at EMobG is EUR 300.00 (or the equivalent in your local currency). If you did not make a prepayment at the time of booking, the rental price will also be blocked on your credit card. In this case, the amount blocked on your credit card will be the rental price plus EUR 300.00.

For rentals in Germany, when purchasing comprehensive insurance that reduces the excess for accident damage to EUR 0.00, the deposit amount is reduced to EUR 100.00 (or the equivalent in your local currency).

A deposit of EUR 2,500.00 is payable for the rental of particularly high-quality luxury or sports cars.

You will find the exact deposit amount in your confirmation email, which we send you after you make your rental reservation. Please note that for prepaid reservations, any additional products and services booked at the counter will be included in the deposit amount. The deposit will be refunded within 30 days of the rental's end, provided no additional costs or damages have been incurred. If you paid the deposit by debit card, we will refund it via bank transfer to your bank account .

## 20) Regulations for payment with a foreign credit card

If you are a tenant residing abroad according to the information we have on file and you hold a VISA or MasterCard credit card with a base currency other than the euro, you can benefit from currency conversion to the card's base currency when paying your rent with this card. The EMobG representative offering you this payment option will enter your selection into the system so that the rental agreement reflects the chosen currency option. In this case, EMobG will perform the currency conversion based on the current exchange rate provided by SIX Payment Services, including a 3.25% exchange fee already factored into this rate.

If you change your mind, you can submit a corresponding explanation when returning the vehicle to our station. You will then receive your final invoice in euros.

If EMobG is unable to provide this service for technical reasons, or if currency conversion to the base currency is



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excluded according to the credit card terms and conditions, the conversion will be based on your bank's terms and conditions.

### 21) Protection of personal data

If you rent a vehicle, EMobG requires you to ... to collect and process personal data from you and the drivers listed in the rental agreement in order to:

- a) To manage your booking, your rental agreement and your payment,
- b) to manage and update a list of high-risk customers,
- c) We may, within the framework of applicable legal provisions, send you information about similar services that we believe may be of interest to you. You can unsubscribe from this service at any time. Please contact our customer service via your customer account, which you can find under "Manage communication preferences," or via the unsubscribe link in the email you received, and, where applicable, to
- d) To manage your loyalty program
- e) To process traffic tickets for violations committed with the rental vehicle during the rental period.
- f) to manage the geolocation of the rental vehicle, provided the vehicle is equipped with such a device.

EMobG stores your personal data for as long as is necessary to fulfill the purposes mentioned above, supplemented by the purposes stated in our privacy policy.

Recipients of the collected personal data are EMobG companies and agencies, their franchisees and partners, the relevant authorities, and third parties who have a legitimate claim against you, particularly in cases of traffic offenses and trespassing committed during the rental period. The recipients of your personal data may be located within or outside the European Union. In the event of a data transfer to a recipient located in a country whose data protection laws do not provide an adequate level of protection as defined by data protection regulations, EMobG will implement appropriate safeguards in accordance with those regulations.

You have the right to access, rectify, and erase your personal data, the right to be forgotten, the right to object to the processing of your data, the right to data portability, and the right to determine the fate of your personal data after your death. You can exercise these rights as follows:

- g) by simple letter to the following address:  
EMobG Services Germany GmbH,  
Attention: Data Protection Officer  
Anckelmannsplatz 1, 20537 Hamburg

- h) or by email to the following address:  
anfrage@europcar.com

You also have the right to lodge a complaint with the competent data protection authority.

We encourage you to contact us before filing a complaint with the data protection authority.

Further information on how EMobG handles your personal data can be found in our privacy policy, which is available at the following link: <https://www.europcar.de/datenschutzrichtlinie>. You can also ask at the rental station.

### 22) Vehicles equipped with a tracking system and data in navigation and mobile phone systems (GPS)

All vehicles, cars and trucks, of the EMobG are equipped with technology that allows EMobG to determine the vehicle's position.

You consent to EMobG collecting, storing, or using GPS coordinates and speed data, or commissioning such collection, if you fail to return the vehicle within the agreed rental period, use the vehicle outside the contractually agreed area (as per section 3), or in border areas or port areas. The collection, storage, and use of this data serves solely to protect our vehicle fleet and EMobG's contractual rights. Please note that EMobG may be legally obligated to disclose this data in response to orders from government authorities.

The vehicles in the EMobG fleet are largely equipped with standard information and communication systems such as navigation devices and mobile phone systems. EMobG does not intend to collect personal data of renters and drivers by offering these information and communication systems. As a renter or driver, you are obligated to reset the vehicle's information and communication system to factory settings before returning it at the end of the rental period, thereby deleting all collected personal data from the navigation devices and mobile phone systems. Each vehicle in the EMobG fleet contains an instruction manual that includes instructions for resetting the information and communication systems to factory settings.

### 23) Tenant's liability in case of damage

In the event of accident damage, loss, theft or improper operation of the vehicle or breach of contractual obligations according to clauses 2, 3, 5 and 14 of these terms and conditions, the renter is liable for the resulting repair costs, in the event of total loss for the replacement value of the vehicle less residual value, unless the renter is not responsible for the occurrence of the damage.

In addition, the renter is liable for any consequential damages, in particular depreciation, towing costs, expert fees, and



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administrative fees. The renter's liability is waived if neither they nor the driver are responsible for the damage.

If a liability waiver is agreed upon for an additional fee, EMobG indemnifies the renter according to the principles of comprehensive insurance based on the currently valid standard terms and conditions of the AKB (General Terms and Conditions for Motor Vehicle Insurance), with the following deductible plus a flat-rate fee for damages per incident to the rental vehicle. The renter is permitted to prove that EMobG incurred no damage or significantly less damage than the flat-rate fee. The liability waiver covers damage caused by an accident, i.e., by an event directly and suddenly acting from the outside with mechanical force; operational damage and pure breakage are not considered accident damage. Therefore, damage caused by a shifting error, incorrect fueling, or by the cargo is specifically excluded from the liability waiver. The deductible for damages depends on the vehicle category.

The deductible ( following) The " **SB** " (so-called deductible) per claim varies depending on the vehicle category and package :

Vehicle category	SB	SB "Package Light"
Mini, Economy, Compact, Compact Elite	€1,050	€1,250
Intermediate, intermediate elite	€1,150	€1,350
Standard, Fullsize	€1,200	€1,400
Van	€1,300	€1,500
Premium	€1,600	€1,800
Luxury (including Luxury Vans)	€1,850	€2,050
Special	€2,000	€2,200
Porsche	Macan: €3,000 Cayenne: €4,500	Macan: €3,200 Cayenne: €4,700
Trucks up to group 2	€1,150	-
Truck Group 3 and 4	€1,300	-
Truck Group 5	€1,500	-
Truck groups 6 and 7	€1,700	-

A list of the excess amounts applicable to the respective vehicle is available at the place of contract conclusion. These excess amounts apply only if no deviating individual agreement has been made.

The waiver of liability does not release the renter from the contractual obligations set forth in clauses 2, 3, 5, and 14 of these terms and conditions. The renter is fully liable for intentional breaches of contractual obligations, in particular for

damages resulting from use by an unauthorized driver or use of the vehicle for prohibited purposes. If the renter intentionally commits hit-and-run or breaches their obligations under clause 14, they are also fully liable, unless the breach has no bearing on the determination of the damage. In the case of gross negligence in breaching a contractual obligation, the renter is fully liable if they intentionally cause the damage. If they cause the damage through gross negligence, their liability is proportionate to the degree of their fault.

When taking out partial comprehensive insurance, the renter is liable, in particular for damage to glass and wild animals, fire and natural disasters, as well as damage caused by martens, up to the deductible specified in clause 23 per claim, plus a flat-rate fee, unless a different individual agreement has been made. The renter is expressly permitted to prove that no damage occurred at all or that the actual damage was significantly less than the flat-rate fee.

Otherwise, statutory liability remains in effect.

## 24) Statute of limitations

If the accident was reported to the police, EMobG's claims for damages against the renter will only become due once EMobG has had the opportunity to review the investigation file. The limitation period begins no later than six months after the vehicle is returned. EMobG will notify the renter of the date of file review.

## 25) Liability of EMobG

EMobG's liability for breaches of its contractual obligations is limited to intent and gross negligence, including intent and gross negligence on the part of its representatives and agents. EMobG is liable in accordance with statutory provisions if a material contractual obligation (cardinal obligation) is breached. In this case, liability is limited to compensation for foreseeable damages typical for this type of contract. Liability for culpable injury to life, body, or health remains unaffected, as does mandatory liability under the Product Liability Act.

## 26) Special conditions for renting vehicles via the EUROPCAR FleetShare app

### a) Registration, rental, rental period

- (1) After successful completion of the registration process in the EUROPCAR FleetShare app and activation, the renter can use the EUROPCAR FleetShare app to unlock a vehicle provided and available by EMobG. All information provided by the renter during the registration process (address, email address, mobile phone number, driver's license details, payment information) must be truthful. The renter must correct any subsequent changes to this information without being prompted the next time they use the EUROPCAR

FleetShare app . If the renter culpably violates these obligations, they are prohibited from using the EUROPCAR FleetShare app to unlock a vehicle. The renter is liable, in particular, for damages, consequential damages, or costs arising from outdated or incorrect information. Furthermore, EMobG is entitled to terminate the rental agreement without notice if the rental is initiated with incorrect or outdated information.

- (2) Unlocking the vehicle using the EUROPCAR FleetShare app establishes an individual rental agreement between the renter and EMobG, and the chargeable rental period begins. The rental ends on the day and at the time of return (final locking) to the lessor, unless a different end time has been agreed upon in these terms and conditions. The continuous rental period for the same vehicle is limited to a maximum of 28 days. If the renter continues to use the vehicle after the maximum rental period has expired, the rental agreement is not considered extended. Section 545 of the German Civil Code (BGB) does not apply in this case.

## **b) Rental price, mileage and usage fee**

- (1) The prices listed in the current rate schedule at the time of rental apply. This schedule is displayed to the renter via the EUROPCAR FleetShare app for their chosen vehicle before each rental. The rental price consists of a base rental price (time-based rate and mileage allowance), plus charges for any additional kilometers and fees for selected add-ons. The rental price is calculated per full hour and any additional kilometers. Each rental day lasts 24 hours . The minimum rental period is one hour. Refunds are not available for returns before the end of the last full hour.
- (2) The rental fee is always due at the beginning of each rental period. Any usage fee is payable daily in arrears.

## **c) Payment terms and security deposit**

- (1) Rent can only be paid via a valid credit card, Google Pay, or Apple Pay . Other payment methods are not permitted, contrary to section 2a).
- (2) Upon conclusion of the lease agreement A security deposit is required. The deposit amount is EUR 30.00 per rental day. For credit card payments, the deposit will only be processed via an authorized charge to a valid credit card issued to the renter and accepted by the landlord. Alternatively, the landlord may, instead of charging the renter's credit card, request a credit from the available credit limit granted to the renter by their credit card issuer. has been blocked.

A refund of the rental security deposit or a lifting of the block will take place after a reasonable review

period and provided that it is established that there are no claims for which the rental security deposit is liable.

## **d) Vehicle inspection by the renter, damage report**

the renter must inspect the vehicle's exterior and interior using the digital damage report and compare it with the vehicle's actual condition. Any undocumented damage must be reported via the EUROPCAR FleetShare app , including a photograph (close-up and wide shot) . The vehicle's roadworthiness (e.g., tire tread depth, tire pressure, mirror functionality) must also be checked before starting the trip. Any circumstances that might compromise the vehicle's roadworthiness must be reported to EMobG immediately via the chat function in the Europcar FleetShare app under "Help - Help Center" or by phone at +49 241 957 88 366 .

- (1) During – but no later than before the end of the rental period (final locking) – the renter must report any damage that occurred during the rental period via the EUROPCAR FleetShare App . Otherwise, clause 14 of these terms and conditions applies without restriction.

## **e) Refueling**

- (1) The vehicle must be refueled at a partner gas station at the lessor's expense. Current partner gas stations can be viewed in the EUROPCAR FleetShare app . Refueling at partner gas stations is done using the fuel card located in the vehicle. If the tenant refuels at third-party gas stations, a Reimbursement is generally limited to the amount of the mileage allowance paid for the respective rental and must be requested within 24 hours of refueling via LiveChat in the Help Center (<https://fleetshare.europcar.com> ) or the customer hotline (+49 241 957 88 366) with proof of the fuel receipt. A flat fee, as detailed in Appendix 2, applies to each reimbursement. The renter is permitted to prove that no damage or significantly less damage than the flat fee was incurred.

- (2) At the end of the rental period (final locking), the vehicle must have a fuel level of at least 25% as displayed on the on-board computer. If the renter returns a vehicle that does not show the aforementioned fuel level, they will be responsible for the additional costs of transporting the vehicle for refueling or charging, up to a flat rate specified in the currently valid tariff and fee schedule, unless the renter can prove that these costs were not incurred or were not incurred to that extent.

## **f) Return (parking to end the rental period)**

- (1) Parking a vehicle to end the rental period is only permitted in the zone where the vehicle was unlocked. This zone can be viewed in the EUROPCAR FleetShare app . Within this zone, the vehicle can be parked either in any available parking space on public roads that is not

marked with a no-stopping or no-parking sign, or in designated parking spaces. Parking in areas with time- or day-specific restrictions is only permitted if these restrictions take effect no earlier than 48 hours after the vehicle is parked. If the vehicle is not located within this zone at the time of parking, the renter will be notified accordingly in the EUROPCAR FleetShare app .

- (2) Before returning the vehicle, the renter must place the vehicle keys in the glove compartment and insert the fuel card into the designated slot. If the rental cannot be ended via the EUROPCAR FleetShare app , the renter must call the support team at +4924195788366 to coordinate further steps.

## 27) Settlement of disputes in a rental agreement

### a) Applicable law

In the event of disputes between you and EMobG relating to your rental in Germany, German law shall apply.

### b) Customer service

For customer support, please contact the EMobG country organization through which you made your booking. This may be a different country organization than the one handling the rental or the one in your country of residence.

For bookings made through EMobG, you can contact customer support as follows (for other countries, you can find contact details on the respective websites):

EMobG Services Germany GmbH  
Anckelmannsplatz 1  
20537 Hamburg  
Telephone: 040 52018-8000  
Internet: [www.europcar.de](http://www.europcar.de)

### c) Announcements

All communications relating to your tenancy must be sent to the addresses specified in the tenancy agreement. The parties acknowledge these addresses as binding for the receipt of communications.

### d) Mediation

EMobG will not participate in any dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.

### e) Place of jurisdiction for vehicle rentals that are based on business transactions

If both parties are merchants or the party being sued has no general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes is Hamburg-Mitte.

## 28) Applicable code of conduct for car rental companies

EMobG adheres to the code of conduct for car rental companies published by Leaseurope. Further information can be found at the following website: [www.leaseurope.org](http://www.leaseurope.org). The German version of the code of conduct can be found at [www.bav.de](http://www.bav.de).

## 29) Who owns the vehicles rented by EMobG?

The companies Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, and Securitifleet SpA own a portion of the vehicle fleet leased by EMobG to its customers in accordance with these terms and conditions. These companies have pledged their vehicles, inter alia, in favor of Crédit Agricole Corporate and Investment Bank and its legal successors and assignees. For the purposes of these pledges, EMobG Services Germany GmbH is considered a third-party owner in accordance with Article 2337 of the French Civil Code.

If the companies Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, or Securitifleet SpA are listed as owners of the rental vehicles in the registration documents (of which you have received a copy), any vehicle return must be made to EMobG Services Germany GmbH in its capacity as third-party owner, or, if the relevant conditions are met, to any other company that replaces EMobG Services Germany GmbH in its capacity as third-party owner. Under no circumstances may the vehicle be returned to Securitifleet SAS, Securitifleet GmbH, Securitifleet SL, or Securitifleet SpA.

If you require further information, please contact the legal department of EMobG Services Germany GmbH at Anckelmannsplatz 1, 20537 Hamburg.

## APPENDIX 1: CONDITIONS FOR THE USE OF THE EMOBG EMERGENCY MANAGEMENT SERVICES

For the duration of the rental agreement concluded with EMobG, and provided that none of the exclusions listed below apply, you are entitled to the services of our emergency management service within the Federal Republic of Germany at no additional cost in the event of an accident or breakdown, regardless of whether the rental vehicle is a passenger car or a commercial vehicle. This service may differ in the event of an accident or breakdown abroad.

The services include in particular:

- a) technical support for the EMobG rental vehicle.
- b) In the event of a breakdown, if the vehicle cannot be repaired on site, we will organize a towing service and transport the vehicle to the nearest specialist workshop.
- c) Arranging and paying for the costs of towing a vehicle

that has been involved in an accident or has broken down and cannot be repaired on site,

- d) Procurement of a replacement vehicle within a 100 km radius if the vehicle cannot be repaired on-site. To facilitate this vehicle exchange, a vehicle of the same category will first be sought. However, there is no guarantee that the replacement vehicle will be in the same category. If the rental vehicle is an electric vehicle, the emergency management team will endeavor to replace it with a vehicle of the same type, but this cannot be guaranteed.
- e) Transportation of the beneficiaries to the rental station where the replacement vehicle will be provided (taxi costs up to EUR 150)
- f) If no replacement vehicle can be provided:
- either a hotel room with breakfast for one night (excluding restaurant costs), up to EUR 85.00 (including VAT) per beneficiary.
  - or transportation by taxi, train, or plane (if no other means of transport are available) to the place of residence or destination in Germany, or to the point of departure from Germany for non-residents, up to EUR 200.00 (including VAT) per beneficiary. If this is not possible, a hotel room with breakfast for one night (excluding restaurant costs) will be provided up to EUR 85.00 (including VAT) per beneficiary.

## g) Exclusions

In the following cases, no free emergency management service will be provided:

Breakdowns caused by the customer or resulting from the use of incorrect fuel, breakage or loss of the rental vehicle's key/starter card are not covered. A breakdown with an electric rental vehicle due to a flat battery is considered a customer-caused breakdown if the discharge is not due to a battery defect. A faster discharge due to temperature does not constitute a battery defect. Emergency service costs in these cases will be charged at a flat rate, as detailed in the price list for additional services and costs (Appendix 2).

If you have booked our Assistance and Personal Protection (APP), you are exempt from paying the flat fee, subject to compliance with legal regulations and our General Rental Terms and Conditions. This exemption applies provided you book our Assistance and Personal Protection (APP) at a fixed price per rental day, as detailed in Appendix 2.

The APP product offers you the following advantages upon purchase:

- (1) Additional protection for vehicle occupants, your luggage and your property in the event of an accident or theft, subject to the terms and conditions in the General

Rental Conditions and the General Insurance and Protection Conditions under PAI - Personal Accident Protection.

- (2) No processing fee will be charged in the event of damage or accident.
- (3) Free 24-hour breakdown and assistance service for damage and breakdowns, even in cases of owner fault (e.g., incorrect fueling, breakage or loss of the vehicle key, or a flat tire). This does not apply to battery drain in electric vehicles caused by negligence.

In the event of a vehicle breakdown in one of the authorized areas, you will benefit from the following pick-up and return services:

- In the event of a breakdown, if the vehicle cannot be repaired on site, the emergency management service organizes and pays for the towing service to the nearest specialist workshop.
- Organization and payment of the costs for the recovery of a vehicle that has been involved in an accident or has broken down and cannot be repaired immediately,
- If your vehicle cannot be repaired immediately, we will search for a replacement vehicle within a 100 km radius. We will prioritize finding a vehicle of the same category for this exchange. However, we cannot guarantee that the replacement vehicle will be in the same category. The same applies to specific vehicle features. If the rented vehicle is an electric vehicle, the emergency management service will endeavor to replace it with a vehicle of the same type, but cannot guarantee this.
- Transportation of the beneficiaries to the rental station where the replacement vehicle will be provided (taxi costs up to 150 euros).

If no replacement vehicle can be provided:

- The customer waits on site for the repair and benefits from a hotel room for one night (excluding meals), up to a maximum of eighty-five euros including taxes (EUR 85.00) per beneficiary.
- The customer will be transported either to their place of residence or to the rental station. Transportation by taxi, train, or plane (if this is the only available means of transport) to the place of residence or destination in Germany, or to the departure point from Germany for non-residents, will be provided up to a maximum of EUR 400.00 (including taxes) per beneficiary. If this is not possible, the customer will be offered one night in a hotel room (excluding meals), up to a maximum of eighty-five euros (EUR 85.00) per beneficiary, including taxes.

**The following cases are excluded from free breakdown**



## General Rental Conditions of EMobG Services Germany GmbH

### **assistance and will be billed:**

- Breakdown assistance for commercial vehicles rented in Germany and driven abroad.
- All incidents or damages resulting from participation in car tests, other motorsport events, rallies or any kind of competition.
- Modifications to commercial vehicles abroad.
- Measures on rural roads and paths that are impassable, or measures following a road blockage.
- The seizure of the vehicle by the police or confiscation etc. of the vehicle, the cause of which was caused by the renter.
- The ship crossing incurs costs that EMobG would have to pay for the return of the rental vehicle.
- Customs duties that EMobG would have to pay to ensure the return of the rental vehicle.

Repair costs incurred by the customer independently of the assistance provided will not be reimbursed.

## APPENDIX 2 – PRICE OVERVIEW OF ADDITIONAL SERVICES AND COSTS

If you add extras that were not selected during your booking, please note that prices may have changed between your reservation and the start of your rental. All extras will be charged at the prices valid on the day of rental.

Additional services	Prices of EMobG Services Germany GmbH			
Equipment prices incl. VAT.	Price per day	Price max.	Liability	Additional Information
Additional driver	€ 11.45	€ 83.90		From 28 rental days € 2.85 per day
Bubble wrap	€6.00			For purchase
child seat	€ 14.17	€ 73.49	€250.00	
bicycle carrier	€8.00	€40.00	€250.00	Not available at all stations
Carrying strap with ring lock	€6.99			For purchase
Diesel option	€9.00	€99.00		From 28 rental days: €3.55 per day. Not available at all locations and not for all vehicle categories.
roof rack	€ 15.80	€ 79.00	€ 300.00	Not available at all stations
Navigation systems or Apple CarPlay / Android Auto	€ 8.39	€ 104.98	€ 297.50	1-6 rental days: € 8.39 per day From 7-14 rental days: € 6.60 per day
Moving box	€3.50			For purchase
Moving blankets	€3.85			For purchase
hand truck	€15.99	€79.95	€80.00	For rent
Winter tires	€17.00	€125.00		Weekend price: €10.00 per day, max. €84.00
Lashing strap with clamp lock	€5.99			For purchase
Towbar	€ 15.99	€165.00	€200.00	From 28 rental days: €5.80 per day. Not available at all locations and not for all vehicle categories.
Fee for drivers under 23 years of age	€ 12.90	€ 116.09		From 28 rental days: €4.14 per day. Mandatory for drivers under 23 years of age.
Fee for drivers under 23 years of age (van sharing), optional	€21.00			Per calendar day, reduction of the deductible to €500.00
	€29.00			Per calendar day, reduction of the deductible to €150.00
High-visibility vest	€3.15			For purchase
Cross-border fee (CBF)	€ 7.89	€ 31.50		Can be booked as an add-on for permitted planned trips abroad within the authorized contract area.
Loss of charging cable for electric vehicles		€250.00	€500.00	Fee for the loss of charging cables/power cables located in electric vehicles
Toll system (On Board Unit)	€1.55			€2.26 per day
	€2.26			From day 25: €1.55 per day

## APPENDIX 2 Services

Service rates incl. VAT.	Minimum amount	Maximum amount		Additional Information
After Hour	€47.60	€47.60		Rental outside opening hours at selected stations
Delivery / Collection	€40.00			Includes 10 kilometers, then : € 2.20 per additional kilometer plus fuel and refueling fee.
One-way car rentals within Germany	€ 60.00	€249.00		The price depends on the drop-off point and distance.
One-way rentals of vans and trucks*	€90.00	€1500.00		The price depends on the drop-off point, distance, and vehicle size.

*Excluding special vehicles and trucks				
One-way rentals abroad				The price depends on the drop-off point.
Tank service (EUROPCAR FleetShare app)	€15.00	€15.00		Ending the rental process (EUROPCAR FleetShare App) with a fuel level below 25%, see section 2 7 e)
	€50.00	€50.00		Ending the rental process (EUROPCAR FleetShare App) with a fuel level below 10%, see section 2 7 e)
Refueling fee incl. service				The price is available at the EMobG stations.
Reservation fee	€4.90	€4.90		The fee applies whenever a reservation or booking/reservation change is not made online. The fee is payable once per rental.
AdBlue for Van & Truck (Diesel engine)	€0.02			Per kilometer for short-term rentals (up to and including 27 rental days) for truck groups 0-6

APPENDIX 2 Costs				
Cost		Amount		Additional Information
Processing fee for driver identification in cases of fines, penalties and other claims		€ 19.76		For identifying a tenant in cases of culpable claims by third parties, in order to identify the tenant/driver.
Processing fee for lost and found items		€20.00		
Contractual penalty for entry into restricted countries according to clause 3 ("Cross-Border Penalty – CBF")		€500.00		Entry into restricted countries through negligence is prohibited according to sections 3a and 3b.
Penalty for failure to notify upon border crossing in accordance with clause 3		€99.00		Entry into the permitted contract territory through negligence and without prior notice by booking the "Cross-Border-Fee" in accordance with point 3 ("Unannounced border crossing").
Flat fee for claims processing		€95.00		
Special cleaning		€200.00		heavy soiling / unpleasant odor
Lost/Stolen Car Key		€500.00		
Loss of key fob		€150.00		The "key fob" is relevant to indicate to the telematics system whether the fob, and therefore the vehicle key, is in the holder or not.
Loss of fuel card		€150.00		Loss of the fuel card for a EUROPCAR FleetShare App vehicle
Cancellation fee <48h		€50.00		per booking
No-show fee		€ 159.00		per booking in case of no-show (item 16).b).(3 ))
For car rentals: Climate protection amount per rental day		€0.60 €0.71 €0.83		Vehicle category up to lower mid-range, vehicle category up to upper mid-range, vehicle category from luxury class/minibuses
Assistance & Personal Protection		€ 11.87 € 5.94		1 to 14 days > 14 days
Flat fee for emergency management services		€250.00		In case of customer-caused breakdowns
Late payment fee for non-payment		€4.00		Per reminder for overdue legitimate claims
Unsuccessful		€50.00		Costs for unsuccessful delivery or collection:

delivery/collection (= empty trip)		extra for 1 rental day		additional charge for one rental day according to the agreed terms.
Separation of telematics/tracking technology		€500.00		A temporary disconnection of telematics/tracking technology
Loss of telematics/tracking technology		€500.00		A lack of telematics/tracking technology discovered upon return
Flat-rate compensation for early return more than 24 hours (so-called "Early Return Fee")		€150.00		Returning the vehicle before the agreed rental period ends 2-5 days: €50.00 6-14 days earlier: €100.00 More than 15 days: €150.00

#### APPENDIX 2 Occupant accident protection

Rental period	Price per day including VAT.
1-6 days	€10.00
7 days	€8.57
8 days	€7.50
9 days	€6.67
10 days	€6.00
11 days	€5.45
12 days	€5.00
13 days	€4.62
14 days	€4.29
15 days	€4.00
16 days	€3.75
17 days	€3.53
18 days	€3.33
19 days	€3.16
20 days	€3.00
21 days	€2.86
22 days	€2.73
23 days	€2.61
24 days	€2.50
25 days	€2.40
26 days	€2.31
27 days	€2.22
>28 days	€2.14

Prices in euros and including VAT.