



AGREEMENT FOR VEHICLE RENTAL WITHOUT A DRIVER

This agreement for vehicle rental without a driver (hereinafter, the "Agreement") regulates the particular terms that define the services of vehicle rental without a driver (hereinafter, the "Rental") offered by CELERING CARSHARING, S.L. (hereinafter, "Celering" or the "Owner") through its website "www.celering.com" and the mobile application "Celering" (hereinafter, the "Website", the "Application" or jointly the "Platform") that you (hereinafter, the "Renter") hereby accept.

About Celering.

According to Spanish Act 34/2002, of 11 June, on information society services and electronic commerce, Spanish Act 7/1998, of 13 April, on general conditions of contracts, and Spanish Royal Legislative Decree 1/2007, of 16 November, which approved the revised text of the General law for the protection of consumers and users, we hereby provide the following information about Celering:

- Name: CELERING CARSHARING, S.L.
- Address: Paseo de la Castellana no. 46, 28046 MADRID
- Spanish tax ID no.: B-88.056.866
- Registration in the Commercial Registry of Madrid: Volume: 37,394, Page: 145, Section: 8, Sheet: M-666682, Entry: 1.

Celering is devoted to the rental of vehicles without a driver and, for this purpose, it is covered by a civil liability insurance taken out with the insurance company AXA, policy number 82244000 and with the insurance company CASER with policy number 01224912.

1. Object of the agreement.

1.1. This Agreement is aimed at expressly establishing the terms and conditions that shall govern the Rental and commercial relationship between **CELERING** and the **Renter**.

1.2. By virtue of this Agreement, **CELERING** accepts to provide rental services to the **Renter**. For this purpose, the Renter may use all the vehicles available on the Platform when making the rental request.

1.3. **CELERING** shall provide the rental services in accordance with its standards and proceedings, with due professional and business diligence, and shall keep the **Renter** duly informed at all times of these services, notifying the person responsible designated by the **Renter** about any relevant contingency.

1.4. **CELERING** undertakes to provide the rental service which is the object of this Agreement to the **Renter** and its authorized Drivers in exchange for payment of the fees set out in this Agreement, and pursuant to the Terms and Conditions laid down in the Platform.

2. Compensation

2.1. As compensation for the abovementioned Rental, **CELERING** shall receive from the **Renter** the monthly payment indicated in the document [Pricing Policy](#) in accordance to the number of Drivers authorized by the **Renter**.

Furthermore, the fees set in the Pricing Policy, available here, shall be applicable to each of the rental services contracted by the Drivers.

2.2. Any tax withholdings and Social Security deductions required by law with respect to the payments detailed in the sections above shall be borne by the **Renter**.

2.3. The Rental price includes the cost of vehicle insurance as well as supplementary liability insurance and their taxes.

2.4. If any person designated as a Driver by the **Renter** is under 25 years of age, **CELERING** shall apply an extra fee of 50€ to the **Renter**.

2.5. Additionally, the **Renter** shall be charged the fees, costs and repairs provided for under clause 7.

3. Guarantees and responsibilities.

3.1. **CELERING** guarantees the **Renter** that it is a duly incorporated company and that the statements contained in this Agreement are true and correct on the date this Agreement is signed.

3.2. The **Renter** guarantees that it is a duly incorporated and validly existing company under the laws of Spain. The **Renter** has full powers and capacity to execute this Agreement and perform its obligations.

3.3. No statement made in this Agreement may be considered false on its date of signature and it cannot be stated that information which is essential to the Parties for the conclusion of this Agreement be omitted.

4. Term and termination of the Agreement.

4.1. This Agreement is for an initial term of 1 year(s) from its signature. Nonetheless, upon expiration of this term, it shall be automatically extended for periods of 1 year unless either of the Parties gives at least one (1) month's advance written notice.

4.2. Without prejudice to clause 4.1 above, either Party may terminate this Agreement early in the event of serious breaches of the obligations set out herein, if they are not remedied within fifteen (15) days of receipt by the non-performing Party of the other Party's notification detailing the serious breach sent to the contact person designated in this Agreement.

4.3. This Agreement may also be terminated by mutual agreement between the Parties.

5. Registration procedure by the Renter.

5.1. The **Renter** must be a company to enter into this Agreement.

5.2. The **Renter** shall register on **CELERING's** Platform in accordance with its Terms and Conditions.

5.3. The **Renter** shall designate a number of individuals (hereinafter, the "**Driver**" or the "**Drivers**") through the Platform who, once verified by **CELERING**, may have access to its vehicles.

5.4. For the appointment of drivers, the Renter shall electronically send the driving licences of the interested individuals (in the case of foreign users, the international driving licence) as well as

their valid national identity card (Spanish ID card, foreigner identification card or Passport, in the case of foreigners) over the Platform.

6. Conditions for the effective verification of the Driver.

6.1. Once the **Renter** has designated one or more people as Drivers through the Platform, **CELERING** shall verify that they meet the necessary requirements for driving the vehicles it owns.

6.2. The requirements set by **CELERING** to be verified as a driver are:

- (i) For the Driver to be in possession of a valid driving licence from an EU country or, as the case may be, from a third country recognised as valid in Spain;
- (ii) For that driving licence to be at least one year old;
- (iii) For the Driver to be at least 21 years old.

7. Obligations of the Renter.

7.1. The **Renter** undertakes to ensure that the Drivers it appoints use and drive the rented vehicle in accordance with the basic driving and traffic rules established in current legislation.

7.2. The **Renter** undertakes to ensure that the Drivers shall not use the vehicle and/or allow it to be used:

- (i) To drive in a dangerous manner, tow or, extensively, to make use of the vehicle on unpaved or unauthorised roads or in situations that may result in damage to the vehicle or other drivers, including races, official or not.
- (ii) To drive the vehicle under the influence of alcohol, drugs or any other narcotic;
- (iii) To use the vehicle for any activity that requires a licence, authorisation or any type of permit other than the driving licence.
- (iv) To exceed the number of passengers, weight or quantity of goods indicated in the technical specifications of the vehicle and/or the driving licence;
- (v) To transport toxic, harmful or dangerous products, or live animals, except for pets and/or companion animals with prior authorisation from **CELERING**;
- (vi) To transport children under three (3) years old or one hundred and fifty (150) centimetres tall without the corresponding restraining device according to the child's weight and height.

7.3. **CELERING** is exempt from all liability arising from personal injury or material damage that may be caused as a result of the **Renter's** infringement of the use prohibitions set out in clause 7.2 above.

7.4. The **Renter** undertakes to solely grant access to the vehicles rented from **CELERING** to those individuals verified as Drivers by **CELERING** and previously authorised by the **Renter**.

7.5. The **Renter** shall be responsible for ensuring that the vehicles are duly locked when parked and that their documentation is inside them.

7.6. The **Renter** undertakes to only use the vehicles in the Spanish mainland. Vehicles may also be used in the Spanish island territory if they were rented there.

7.7. The **Renter** shall be responsible for:

- (i) All the traffic fines and sanctions imposed on the vehicles during the term of this Agreement;

- (ii) Any fees for collecting the vehicle(s) from the city vehicle pound;
- (iii) The costs of repairing minor damage, according to clause 7;
- (iv) The costs of repairing damage caused by using the wrong fuel, according to clause 7;
- (v) The repair costs derived from the infringement of the prohibitions set out in clause 5.2.

7.8. The Renter may pass on those costs to the Driver, despite remaining directly responsible vis-à-vis **CELERING**.

7.9. The Driver shall need prior authorization from **CELERING** to transport pets and/or companion animals, in accordance with clause 7.2.

8. Obligations of **CELERING**

8.1. **CELERING** undertakes to specifically:

- (i) Deliver the vehicle to the **Renter** in flawless technical condition except for minor damages described in this Agreement;
- (ii) Cover the vehicles' maintenance and mechanical wear and tear from everyday use, paying special attention to periodic servicing;
- (iii) Verify that the individuals designated as Drivers by the **Renter** are effectively in possession of driving licences and comply with the requirements imposed by **CELERING** to be considered Drivers;
- (iv) Take out and pay for the vehicle insurance; and
- (v) Ensure that all vehicles have an in force registration certificate.

9. Vehicle damage and breakdown.

9.1. All minor visible damages to the vehicle shall be included in the Agreement, either upon delivery or return of the vehicle.

9.2. Minor damage shall include all damage whose repair cost is under one hundred eighty euros (€180) included in the list of minor damage attached as Annex I.

9.3. During the term of the Agreement, the **Renter** shall bear the repair cost of minor damage caused to the vehicle by its Drivers. In order to repair this damage, the **Renter** shall inform **CELERING** of the existence of minor damage, which shall repair it and charge the repair cost to the **Renter** based on the average repair cost included in the list of minor damage attached to this Agreement as Annex I.

9.4. At the time of return of the vehicle, any new minor damage suffered by the vehicle shall be identified and charged to the **Renter** at the average repair cost included in the list of minor damage attached to this Agreement as Annex I, without prejudice to the **Renter's** right to pass such cost on the corresponding Driver.

9.5. Should the vehicle be immobilised due to a mechanic malfunction, the **Renter** shall contact **CELERING** or the roadside assistance company contracted by **CELERING** and follow any instructions received.

9.6. If a warning light in the vehicle lights up or there is any indication, noise or action that suggests that the vehicle has broken down or malfunctions, the Driver designated by the **Renter** shall stop the vehicle as soon as possible and contact **CELERING** or the roadside assistance company contracted by **CELERING**, and only it.

9.7. If a wrong type of fuel is used to fill up, the Driver shall stop the vehicle as soon as he/she becomes aware of it and contact **CELERING** or the roadside assistance company contracted by **CELERING**, and only it. The **Renter** shall be liable for the repair of any damage caused by this incident.

10. Intellectual property.

10.1. This Agreement shall not constitute a licence for any intellectual or industrial property asset including, but not limited to, the Platform's source code and object code, the distinctive signs and patents owned or licensed by **CELERING**, or any other asset owned or licensed by **CELERING** that appears on its Platform.

10.2. **CELERING** must give its express authorisation in writing prior to any use of a distinctive sign owned by **CELERING**, as well as of its trade name, for dissemination and communication. Furthermore, the use of any distinctive sign owned by third parties for those activities shall be previously and expressly authorised by the latter.

11. Notifications.

11.1. All communications to be sent by the **Renter** to **CELERING** shall be made through the channels enabled to this end by **CELERING** on its Platform, under the "Contact" section.

11.2. Communications shall be understood to have been sent on the date and time of acknowledgement of receipt.

11.3. Either Party may change the valid contact person or the addresses contained herein by giving five (5) days' prior notice.

12. Independence of the Parties.

12.1. Neither this Agreement nor the provision of the rental service established herein entails a relationship similar to an agency contract or an employment relationship between the Parties or with the employees of the other Party. The relationship hereby established is of a commercial nature subject to the corresponding regulations.

12.2. The Parties shall hold each other harmless from any claim, action, damage, obligation, cost or expense derived from labour complaints brought by their employees or from claims that the tax authorities or the Social Security may bring.

13. Confidentiality.

13.1. The Parties accept that any information they receive orally or in writing or which comes to their knowledge as a result of their relationship with the other Party concerning any aspect of the technical, commercial, financial or other type operations and activities of the other Party, its partners, subsidiaries or associated companies, or its customers and suppliers, as well as any information on their industrial and/or intellectual property rights, industrial and trade secrets including, but not limited to, know-how, strategy and development plans, financial situation, business plans, data, computer programming, commercial documentation, prices, trade volume, customer lists, leads, project documentation, market reports, lists of employees and commercial manuals, policies, methods and procedures, information related to research, processes, specifications, software, theory, or any other information that may be disclosed by the Parties orally, in writing or by any other means or to which they may have access as a result of their relationship (hereinafter, the "Confidential Information") is secret and confidential and that any negligence in the processing of this information without taking appropriate precautions may damage the trade and economic interests of the other Party, as the case may be.

13.2. The Parties agree not to disclose and keep strictly confidential and secret the Confidential Information mentioned above by expressly prohibiting the total or partial disclosure of any information or knowledge related thereto.

13.3. The Parties shall take the appropriate measures to ensure that their employees are subject to the confidentiality requirement described in this Agreement and that they shall only use it for the purposes thereof.

13.4. The confidentiality obligation described in this Agreement shall remain in full force and be binding on the Parties even after the Rental has ended and shall remain indefinitely in force as long as the Confidential Information is confidential.

14. Applicable legislation

14.1. This Agreement shall be governed and construed in accordance with Spanish legislation.

14.2. The Parties hereby agree to submit any discrepancy that may arise in relation to the interpretation or performance of this Agreement to the express jurisdiction and competence of the Courts of Madrid, expressly waiving any other jurisdiction they may be entitled to.

15. Miscellaneous

15.1. Transfer: This Agreement may not in any event be transferred by any Party without the express prior written consent of the other Party.

15.2. Amendment: The terms and conditions of this Agreement may not be modified or amended, unless agreed to in writing by the Parties.

15.3. Severability: If any clause of this Agreement is declared totally or partially ineffective or invalid, such invalidity or ineffectiveness shall only affect that provision or part thereof that is invalid or ineffective, subsisting the Agreement in everything else, removing such a provision or the part thereof affected. For these purposes, the Agreement shall no longer be valid only with regards to the ineffective or invalid provision and the remaining parts or provisions shall not become null and void or affected by the abovementioned invalidity or ineffectiveness.

15.4. Electronic signature: This Agreement may be executed and delivered by electronic signature or by fax, in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

In witness whereof, the Parties sign this document in the place and on the date indicated in the heading.



Signed.....

Signed.....

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

CELERING CARSHARING S.L

[...].