

## TERMS AND CONDITIONS FOR VEHICLE RENTAL WITHOUT A DRIVER

These terms and conditions for vehicle rental without a driver (hereinafter, the “Terms”) regulate 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.

All **CELERING** vehicles have all risk insurances with excess which covers damage to the vehicle and third parties, the supplementary civil liability, the **Renter’s** personal injury and injury of other occupants of the vehicle.

### 1. Purpose.

1.1. These Terms are aimed at expressly establishing the conditions that shall govern the Rental and the relation between **CELERING** and the **Renter**.

1.2. By virtue of these Terms, **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 of the services.

1.4. **CELERING** undertakes to provide the rental service which is the object of these Terms to the **Renter** in exchange for payment of the fees set out in these Terms and pursuant to the terms and conditions laid down on the Platform.

### 2. Car Rental.

Only the individuals registered on the Platform may rent **CELERING’s** vehicles and only the renters may drive them. The **Renter** shall take full responsibility in case the vehicle is used in breach of what has been established herein during the Rental.

### 3. Registration Procedure by the Renter.

3.1. The **Renter** shall register on **CELERING’s** platform in accordance with its terms and conditions.

3.2. For registration on the Platform, the **Renter** shall provide **CELERING** with the following information:

- (i) Spanish national ID card, foreigner identification card number or equivalent identification documents, as well as any other similar document that may be required by **CELERING**;
- (ii) Driving license; and
- (iii) Payment method.

3.3. **CELERING** reserves the right to terminate or suspend the provision of the service to the user in the event of incidents in his/her verification. In this case, the **Renter** shall have no right to compensation.

3.4. Furthermore, the **Renter** must pay the registration fee detailed in the Pricing Policy, available [here](#).

#### **4. Conditions for Effective Registration on the Platform.**

4.1. Once the **Renter** completes the registration process on the Platform **CELERING** shall verify that he/she meets the requirements to drive its vehicles.

4.2. 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.

4.3. The **Renter** has 14 days to cancel his/her registration by email to [hola@celering.com](mailto:hola@celering.com). **CELERING** shall reimburse the **Renter** the registration fee contained in the Pricing Policy within 14 days of receipt of this communication.

#### **5. Fees.**

5.1. In consideration for this Rental, **CELERING** shall receive from the **Renter** the remuneration set out in the Pricing Policy that may be found at the following [link](#), which includes the reservation period and the driving and stoppage periods. The Pricing Policy also includes a list of the costs associated with damage to the vehicles and other items that may arise during the Rental.

5.2. Reservation period shall mean the time between the reservation of the vehicle and the opening of its doors. Driving and stoppage period shall mean the time between the opening of the vehicle's doors and the end of the trip through the Platform.

5.3. To calculate the Rental price the time of each of the periods must be multiplied by the fees in the Pricing Policy mentioned above and the two resulting figures must be added together (hereinafter, the "Rental Price").

5.4. The Rental Price shall be paid at the end of each trip. The **Renter** consents to receive an e-invoice.

5.5. The Rental Price includes the vehicle insurance cost and supplementary civil liability insurances and their corresponding taxes.

5.6. Additionally, the **Renter** shall be charged fees, costs and repairs, as the case may be.

#### **6. The Renter's Obligations.**

6.1. The **Renter** undertakes to use and drive the rented vehicle in accordance with the basic rules of driving and of the road established in current legislation.

6.2. The **Renter** shall be obliged to:

- (i) Check the general condition of the vehicle before using it, particularly its integrity and battery level. If it has suffered any damage before the start of rental or if it does not guarantee safety on the road, the **Renter** shall inform **CELERING** through the mechanism specified in the corresponding section of the Platform, providing a description and a photograph of the damage detected;
- (ii) Notify **CELERING** of any damage or accident the vehicle may have suffered during its use by the **Renter**, acting with due diligence. The **Renter** shall contact the State Security Forces, the insurance company and **CELERING**, in accordance with the instructions of the vehicle's manual;
- (iii) Park correctly, according to the Highway Code;
- (iv) Park the vehicle, at the end of the rental, in the areas indicated by **CELERING** and according to its instructions;
- (v) Ensure that the vehicle is duly locked, the parking brake engaged, the windows closed and the lights switched off.
- (vi) Return the keys of the vehicle to the place provided for this purpose;
- (vii) Park the vehicle, at the end of the rental, with its fuel tank at least 25% full.
- (viii) Terminate the Rental through the Platform.

6.3. The **Renter** undertakes not to 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, as well as to drive while smoking or taking any of the substances mentioned above;
- (iii) To use the vehicle for any activity that requires a licence, authorisation or any type of permit other than the driving licence including, but not limited to, driving lessons and paid transportation of passengers or goods;
- (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, and;
- (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.

6.4. **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 6.3 above.

6.5. Upon termination of the Rental, the **Renter** is not allowed to park the vehicle in private or restricted areas or in places accessed through a barrier or fence, or to remain therein.

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

- (i) All the traffic fines and sanctions imposed on the vehicles while these Terms are in force;
- (ii) Any fees for collecting the vehicle(s) from the city vehicle pound;
- (iii) Any claim filed by third parties for the acts of the **Renter** during the rental;
- (iv) The repair costs derived from the infringement of the prohibitions set out in clause 6.3;
- (v) The costs borne by **CELERING** for relocating a vehicle as a result of an infringement by the **Renter** of any of the clauses established in these Terms.

6.7. The **Renter** shall be solely responsible for damage caused by the robbery or theft of personal belongings left or abandoned in the vehicle. In this case, **CELERING** waives all responsibility.

## 7. Guarantees and Responsibilities.



7.1. The **Renter** guarantees that he/she has enough legal capacity to sign these Terms and perform the obligations contained herein.

7.2. In the event of damage to the vehicle or third parties, and provided that the **Renter** has complied with these Terms, the **Renter** shall be responsible up to the limit established in the excess of the car insurance detailed in the Pricing Policy.

7.3. If the **Renter** has not complied with one or more of these Terms, in the event of damage to the vehicle or third parties he/she shall assume all responsibility for that damage.

## 8. Account Deletion.

8.1. **CELERING** may delete the **Renter's** account, without any compensation for the latter, if he/she:

- (i) Does not pay the rented vehicles used;
- (ii) Drives the vehicles without a driving license;
- (iii) Drives the vehicles under the influence of alcohol, drugs or any other narcotic;
- (iv) Parks the vehicle in private places or where other users may not have access to the vehicle, such as private parking spaces or car parks with limited hours;
- (v) Provides his/her Platform login information to third parties;
- (vi) Provides **CELERING** with false, incorrect or incomplete data;
- (vii) In general, infringes any of the terms laid down in these Terms.

8.2. **CELERING** reserves the right to bring as many actions as it is entitled to under the law and to collaborate with the corresponding administrations in case the prohibitions contained in the section above, the Highway Code or any other regulation are infringed during the rental.

8.3. The **Renter** may delete his/her account at any time through the form **CELERING** provides for that purpose. This deletion shall be completed without prejudice to the **Renter's** obligation to pay any outstanding amount or any sum that may come due for the rental services contracted while he/she was a user of the Platform.

## 9. CELERING's Obligations.

9.1. **CELERING** undertakes to specifically:

- (i) Cover the vehicles' maintenance and mechanical wear and tear from everyday use, paying special attention to periodic servicing;
- (ii) Verify that the **Renter** is effectively in possession of a driving licence and complies with the requirements imposed by **CELERING** for the registration on its Platform;
- (iii) Take out and pay for the vehicle insurance; and
- (iv) Ensure that all vehicles have an in force registration certificate.

## 10. Intellectual Property.

These Terms 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.

## 11. Notifications.

11.1. All communications, information requests or inquiries 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.

## **12. Independence of the Parties.**

Neither these Terms nor the provision of the rental service established herein entails a relationship similar to an agency contract or an employment or commercial relationship between the **Renter** and **CELERING**.

## **13. Applicable Legislation and Claims.**

13.1. These Terms shall be governed and construed in accordance with Spanish legislation.

13.2. The **Renter** may contact **CELERING** to settle any discrepancy that may arise in relation to the interpretation or performance of these Terms. If the **Renter** is not satisfied with the options available through this channel, the discrepancies shall be submitted to the express jurisdiction and competence of the courts of Madrid or of any other court according to the applicable legislation.

## **14. Miscellaneous.**

14.1. Changes: These Terms may be unilaterally modified by **CELERING** at any time. Any change shall be accompanied by a notification on the Platform and an email to the registered users who may delete their account if they do not agree with them.

14.2. Severability: If any clause of these Terms 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 Terms in everything else, removing such a provision or the part thereof affected. For these purposes, the Terms 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.