

## GENERAL CONDITIONS

### 1. Purpose and scope of application

These General Conditions of the car sharing service Ibilkari, hereinafter, GC, regulates any reservation of vehicles and makes provision of user partners, hereinafter users, a fleet of vehicles for use for a specified period of time.

Ibilkari is an initiative that arises sponsored by 'Eusko CarSharing Elkartea - Association for the promotion of Car Sharing in Euskadi ', a non-profit association, with NIF - G95559316 registered under the provided in Organic Law 1/2002, of March 22, regulating the Law of Association and Law 7/2007, of June 22, of Associations of Euskadi, approved by the Basque Parliament and created by Mugikortasun Kudeaketa Zerbitzuak - Servicios de Gestión de Movilidad, S.L. company legally constituted, with CIF number B75001750 registered in the Gipuzkoa Mercantile Registry on June 5, 2009, VOLUME 2434, Folio 88, Page No. SS-31738. Registration 1º.

It is convenient that the person interested in the service carefully reads the GC, before registering in the service, as the use of the service by the user implies tacit adherence and obligatory compliance with the terms of the version published by Ibilkari on its website [www.ibilkari.com](http://www.ibilkari.com).

### 2. Requirements for the use of the service

Anyone over 25 years of age, who has a valid national driving licence in the European Economic Area or Switzerland; in the United Kingdom (with no more than six (6) penalty points); and all Other Countries (with photograph and a valid international driving permit), with at least 2 years licensed driving experience.

If you come from other countries, you must present a valid International Driving Licence (in addition to a photograph) or, a licence that is written in Spanish. These documents must be accompanied by the passport and driving licence from the country of origin, which must be at least 2 years old.

In the case of possessing a Residence Permit and once the period of six months has elapsed, counted from the date of obtaining the standard Residence in Spain, it will be necessary to exchange or replace the driving licence for the Spanish equivalent.

Likewise, in the event that it is not possible to obtain a driving licence, due to the absence of an agreement with the country of origin, a new Spanish driving licence must be obtained

In order to access our services, it is obligatory and essential to fill in the registration form, which implies tacit acceptance and obligatory compliance with the provisions, in all the terms and conditions established in the GC and User Guide.

Ibilkari will determine at its own free will which registration applicant is accepted to become a user of the service, and which is denied such status.

In the registration of the interested person in the service. Ibilkari, will include the previous validations that are required at all times.

Additionally, as a condition, correct information must be provided and complete during the registration process and agree to maintain your account updated at all times. Ibilkari must be informed of any change by email to [info@ibilkari.com](mailto:info@ibilkari.com) or via tel. +34 689 514 885 (Customer Service Office, Monday to Friday from 9:00 to 17:00 hours).

At registration, the interested person must provide copies of their driving licence, DNI, NIE or Passport and a bank document accrediting ownership of the bank account to which the bills are to be paid by direct debit (e. g. first page of the book, bank check, etc.). If you are not the owner of the bank account, you must deliver a document that accredits the corresponding authorization, duly signed by the holder of the bank account.

It is not possible for the interested person to have several personal direct debit accounts, except with the express consent of Ibilkari.

During the trial period and in the event that the person concerned intends to use the service on an occasional basis, must provide a credit or debit card with which will make payments of the uses of the service. The complete card details will never be accessible by Ibilkari.

The collection system will be carried out with the security guarantees necessary and required by the EU in terms of electronic commerce.

When the person concerned is validated and the payment card is registered the system will proceed to perform a reserving a small amount of money as a protocol for verification of its validity. Within a period of no more than thirty (30) days, will automatically refund said amount, not assuming no cost to the user.

If in the initial registration process the person concerned does not make the advance payment of the amount established as reservation money,

verification and/or accreditation is not possible, the person concerned shall not have the right to reserve or use the vehicle.

The amount advanced by the interested party may determine the limits of the temporary space of the reservation and/or the geographical area of use. Depending on the estimates of vehicle availability and other predictive valuations defined and analysed by Ibilkari, correlation and causality based on the particular circumstances of the person concerned.

In the case of the data of the person concerned not coinciding with those of the Payment Card, Ibilkari reserves the right to refuse the person's registration for admission. In any case, the interested party or user will be solely responsible for any possible administrative, civil or criminal actions that may arise.

The interested party registered and validated by Ibilkari may use the service by booking as a user.

The temporary duration of the reservation may be established by Ibilkari, depending on the number and/or duration of use in order to guarantee the maximum availability of vehicles for the rest of the users.

The user must notify Ibilkari at [info@ibilkari.com](mailto:info@ibilkari.com), or on +34 689 514 885, (Customer Service Office, Monday to Friday from 9 a.m. to 5 p.m.) within a maximum period of seven (7) calendar days, of any change related to the address or condition that affects their identity documents and/or driving licence, as well as details of the direct debit of payment or, where applicable, credit or debit card, etc., against which they have undertaken to make said payments.

The validity of the registration for the Ibilkari car sharing service will be until the expiry date of the driving licence attached by the user at the time of the registration request. In the event of expiry, the user must re-activate the service by sending a copy of the new driving licence in force to [info@ibilkari.com](mailto:info@ibilkari.com).

In the event of loss or withdrawal of the driving licence, the user will be immediately suspended from using the Ibilkari service until they are recovered. The same applies when the sanction involves a temporary period of prohibition from driving.

The user is obliged to inform Ibilkari, immediately and without delay, at [info@ibilkari.com](mailto:info@ibilkari.com), or tel. +34 689 514 885, (Customer Service Office, Monday to Friday from 9:00 to 17:00 hours) of the suspension or limitation of their driving rights, of the effectiveness of any driving prohibition and/or of the temporary withdrawal or retention of their driving licence.

Ibilkari reserves the right to refuse registration and/or suspend current registrations for the service without prior notice. In those particular cases where there are reasons for suspicion, conduct and/or behaviour of the user not in accordance with the contractual obligation acquired with Ibilkari, or if the information provided is not truthful, incorrect and/or incomplete.

It is not permitted for the user to authorise third parties to drive Ibilkari vehicles.

On an individual basis and with the prior approval of Ibilkari, the user may designate a third person as an authorised driver when this person travels with the user and complies with the obligations for driving the service to the full extent of the service.

The authorised driver will proceed under the responsibility of the user who owns the service, without prejudice to his personal obligation as a driver. The user shall be responsible for the use, services and other items of payment corresponding to the authorised driver.

The designation of the third person as driver shall imply the identification and verification of the veracity of his personal data with regard to the driving licence.

When the user is linked to a company account, the company shall be jointly and severally liable with the responsible user for the payment of all charges or damages that may have been incurred.

### 3. Service pricing

The user must be up to date with the payment of the regular quotas and the services invoiced, which correspond to the contracting modality chosen, in accordance with the Ibilkari rates defined on its website. [www.ibilkari.com](http://www.ibilkari.com).

The fees established for the service are understood per calendar year, regardless of the date of registration, the early withdrawal will not give the right to return of the amounts. As an exception, registrations that take place from the month of June, they will be fractioned, but in no case will it apply to the anticipated low.

The successive regular instalments, as well as the tarified services that correspond to the use of the vehicles and the rest of the concepts, will be paid by direct debit or credit/debit card. Certain payments may be done through a third-party payment processor (e. g. Stripe).

The deposit, the application fee and the first monthly fee of the users must be satisfied at the time of registration processing, and through direct debit or credit/debit card whose amounts are described on the Ibilkari website.

The return of the deposit will be made within 30 days after the end of the contract and once determined the amounts that could be pending of regularization, that in any case and place are paid. Otherwise, the deposit will remain at the disposal of Ibilkari to compensate pending payments. The extinction does not entail the return of the regular fees paid.

For more information on fees and rates, you can consult our website [www.ibilkari.com](http://www.ibilkari.com), where you will find all the details.

## 4. Payment methods

The trips made are billed according to the hourly rate (hours and days) and kilometre rate. As a general rule, invoices will be issued in periods monthly; However, Ibilkari reserves the right to demand payment without proceed to the end of the monthly period.

When the payment is made with a credit/debit card indicated by the user, it will be done automatically and in two stages; The cost related to the reservation time will be paid first once it has been confirmed, and at the end of the use, the remaining amount will be paid until the total cost of using the service is reached. Ibilkari may manage all payments through a third-party payment processor (e. g. Stripe).

If, for any reason (expiration, lack of liquidity or any other cause), the corresponding payment could not be made. The user will be responsible for the amounts not regularized in a timely manner. In this case, you will be asked to provide another payment method that you consider more convenient.

Ibilkari reserves the right to apply a monthly surcharge of 1.5% for late payment on the amount owed, as well as the right to incorporate the bank and/or administrative costs associated with the non-payment into the late payment, including legal costs and reasonable fees for legal representation, lawyers, solicitors, etc., without the need for an express request or communication of the main monetary debt.

Non-payment by the user of any invoice will determine the immediate suspension of the right to make new reservations and the cancellation of reservations not yet consumed or in progress, made by the user or authorized driver. This measure will be maintained until the user regularizes their situation.

The detail of the trips and the surcharges or expenses that are generated by the administrative management derived from the non-payment or, in its case, any other incident that may be applicable in accordance with the User Guide, will be sent together with the invoice by email to the address provided by the user.

The amount of the invoice will be paid within five (5) calendar days from the date of issue. By direct debit of the corresponding bills to the account provided. In the event that the form of payment is by credit or debit card, the invoice will be issued for each of the uses made of the service during the days following its completion.

The user does not have the right to cancel (even partially) once the service has started, the reservation being interpreted as starting from the opening of the vehicle and ending with the closing of the vehicle in the terms described in these GC and/or User Guide.

## 5. Duration and termination of the contract

The contract period for the service is annual, starting from the date on which the registration is processed. The contract will be automatically renewed for successive annual periods (1 year), except if the contract is terminated for any of the reasons mentioned below.

The user may terminate the contract by communicating in writing and sent by email, the will to unsubscribe from the service at least one calendar month before the renewal of the contract.

If the amount of accumulated expense in the use of the service exceeds that of the deposit, Ibilkari, prior notification, reserves the right to provisionally suspend the authorization for the use of the vehicles until the imbalance or difference is regularized. Ibilkari also reserves the right to temporarily suspend the authorization for the use of the vehicles, or prior notice to definitively terminate the contract if the user breaches any of the contractual conditions, or will register a high accident rate.

Any behaviour and/or conduct of the user that is contrary to good faith, disloyal behaviour in payments due, etc., will result in the express waiver of rights and indefinite suspension as a user.

The termination of the contract will mean the deactivation of the user card and the withdrawal of the authorization for the use of the vehicles and the cancellation of the reservations made or still pending.

On termination of the contract, Ibilkari will return the deposit or bond to the user, once the amounts that may be pending regularisation have been

determined and which in any case must be standardised. Otherwise, the deposit will remain at the disposal of Ibilkari to compensate the outstanding amount and the expenses associated with the administrative processing. The termination will not entail the return of the regular quotas paid by the user.

If the suspension or termination of the contract is received during the reservation period, it will come into force at the end of that period, although the user may not request an extension or extension of the current reservation period.

## 6. Data protection

Ibilkari will only have the essential personal data to offer the best possible service, proceeding at all times with transparency and respect for the personal data entrusted to it, which will be collected in a file, whose responsibility is the company itself (Mugikortasun Kudeaketa Zerbitzuak - Management Services of Mobility, SL)

This data responds to the needs of maintenance and fulfilment of the contractual relations between the user and Ibilkari, and to continue informing about the services and activities of the company itself.

Eventually, it is likely that within the use of Car Sharing itself, it would be necessary to process information related to infractions, parts, accidents, etc., that the user could send us. The treatment of these data is considered as related to health. In this sense, the user authorizes the transfer to Mugikortasun Kudeaketa Zerbitzuak - Servicios de Gestión de Movilidad, S.L., of the data necessary for the management of the insurance.

In the event of theft or theft of the vehicle from the user, Ibilkari will share the information relating to the user with the Police and other authorities or companies that require the information in order to recover the stolen vehicle.

The user gives his consent to Ibilkari to provide his personal data to any entity or body that is required for the recovery of the debt of the user or authorized driver may incur, including its inclusion in databases of equity solvency or others similar that were necessary.

The user guarantees the veracity of the information and documents provided to Ibilkari. And reserves the right to suspend or cancel this contract on suspicion of falsified documentation, or incomplete and/or inaccurate information.

## 6.1. Modifications of personal data

The user agrees to inform within 7 calendar days, any modification of their data.

The user can consult, modify or, where appropriate, cancel the data provided by contacting Ibilkari by sending an email to the address [info@ibilkari.com](mailto:info@ibilkari.com).

## 7. Applicable law and jurisdiction

The provisions of these GCs and User Guide shall be governed by Spanish Law, which shall be applicable to the provisions of the same.

Any contractual discrepancy in relation to the interpretation, compliance or execution of the provisions of these GC and/or User Guide shall be resolved by the Courts and Tribunals, corresponding to the registered address of Ibilkari.

The terms and conditions of the present GC and User Guide are also in Basque and English. In case of discrepancy, the Spanish version will prevail above the rest.

## 8. Disclaimer

The user accepts that Ibilkari is not responsible for the damages that could be derived with a merely enunciative and non-limiting nature:

- ✿ Of the delays or blockages that may occur in the Internet network caused by deficiencies or overloads, as well as those produced by other systems or technological / electronic means of our own or of third parties.
- ✿ The impossibility of providing service or allowing access due to any external cause that is not attributable to it: interferences, omissions, interruptions, computer viruses, breakdowns and / or disconnections in the operational functioning of the electronic system or in the devices and computer equipment of the users.
- ✿ Of any anomalous operation of the service for reasons that are out of control and/or that prevent the reservation from being made effective. Due to anomalous operation of the service for reasons beyond its control and that prevent the reservation from being made effective. By abnormal operation is understood the incorrect issuance of reservations or errors of any kind.
- ✿ From atmospheric interference, topographical conditions or obstacles.



## 9. Modification of the general conditions

In accordance with the evolution and technical requirements of the Service, Ibilkari may introduce modifications in its GCs and the User Guide, for the rules of use of the vehicles.

Ibilkari reserves the right to adapt or modify this GCs at any time. These modifications will be communicated with due notice to the users.

The new conditions or version resulting from the modification and/or update of the present GC and/or User Guide will be made available for consultation and/or downloading by users on the website [www.ibilkari.com](http://www.ibilkari.com).

The use of the service as of the new modification will imply full and unreserved acceptance of the new GC and/or User Guide.