

## SeefyCar General Terms and Conditions

Using SeefyCar services is safe and simple. Simply register through our booking platform, book a vehicle, retrieve the vehicle, drive it (safely), and bring it back to the agreed parking spot. No additional paperwork, no time taken to deal with sales persons, no exchange of keys. Everything is completed using the app and your device with our app serves as your access to the vehicle.

In order to keep our service safe and simple for everyone, we have detailed some terms and conditions in this document to which you must agree before completing your registration on our booking platform. The conditions describe the obligations between SeefyCar and its customers. This is a legally binding agreement.

**SeefyCar** refers to SeefyCar, a brand of Ingenieurbüro Seefried GmbH, Ingenieurbüro Seefried GmbH, their Affiliates, Partners, Directors, Officers, Employees, Agents, and Associates.

**Vehicle** refers to any and all SeefyCar vehicles in their completion including the exterior, interior, and any components, parts, accessories, and installations.

**Fare** refers to the price reflected in the booking confirmation.

**Fees and fee schedule** refer to the charges (above and beyond the fare) which are valid at the time of any incident which warrants application of such charges.

A **booking** is a reservation and can be for short-term and long-term rentals, in which the booking period has a start and end date/time, or for car sharing, which may have only a start date/time.

The **booking period** refers to the length of time agreed when booking the vehicle. Execution of the booking begins when the customer retrieves the vehicle and ends when the customer returns the vehicle to the agreed return location and completes the handover protocol.

The **service area** is the area in which the vehicle is retrieved, returned, and expected to be driven. Some vehicles may have larger service areas based on the use case (e.g. car sharing vs. short-term or long-term rental). Note that the **range limitations**, which are the boundaries within which the vehicle may be driven, may allow the vehicle to be driven outside the service area. The service area for a car sharing service would be the city in which the service is offered (vehicle retrieval and return location), but the vehicles may be driven to neighboring cities outside the service area.

A **valid driver's license** is one that legally authorizes one to drive the vehicle in the area of intended operation. For example, if your driver's license is valid in your home country, but is not accepted as authorization to drive at the location where you intend to retrieve your vehicle, then your driver's license is not considered valid for the purposes of the SeefyCar booking. Furthermore, SeefyCar requires that the driver's license be valid for at least 5 years without interruption (e.g. suspension or other loss of driving privileges).

The **minimum age** of registrants and drivers of SeefyCar vehicles is 24 years old. Therefore, registration is not available to those under 24 years of age.

**As a registered customer of SeefyCar, you understand and agree to the following conditions.**

## **Registration and Your Account**

You certify that all information provided to SeefyCar is factual information about you, the account holder and primary driver of all SeefyCar vehicles booked (e.g. you may not use someone else's information when registering). Honest, transparent relationships are very important to the SeefyCar team. If the SeefyCar team discovers that information has been falsified, your account and driving privileges may be permanently suspended.

By submitting your driver's license, you certify that your license is valid with no revocations, suspensions, or limitations which would prohibit you from using SeefyCar services.

Upon registering, you will select login and password credentials which will be unique to your account. You promise to keep these credentials private, not to share these credentials with anyone else, and not to allow anyone else to use your account or your booking. If you fear that your credentials have been compromised, you are responsible for resetting your password as soon as possible.

SeefyCar reserves the right to use your personal information or that of any additional drivers named in the booking to request information about the driving record of all drivers connected to any and all bookings. This request would be made to third parties and may include government and regulatory agencies. SeefyCar has no obligation to review the driving records of customers nor to inform customers that said review is taking place. High accident rates shown in your driving record or an incident in which you are declared "at fault" by the authorities may result in increased deductibles or suspension of driving privileges.

SeefyCar reserves the right to suspend a customer's account for any reason. During suspension, all terms and conditions remain effective although driving privileges are revoked. If such action is taken and you feel that it was not justified, you may contact SeefyCar to discuss the matter.

If at some point you decide on your own accord to leave SeefyCar, you may delete your profile 60 days after your last rental day. This gives SeefyCar time to ensure the last payment is processed and that any potential outstanding traffic violations have been resolved. When all open topics connected to your account are closed, you may initiate deletion of your account. The only information linked to you that would remain in our files would be booking, payment processing, and legal records. These records would be maintained for the length of time permitted or required by Austrian law.

After deletion of your account, some parts of the terms and conditions would remain effective, especially the release of liability / indemnity clause.

## **Payment**

SeefyCar strives to provide an affordable service to our customers and in order to do this, it is essential that we are able to receive payment for all services in a timely manner. For this reason, vehicle bookings may only be executed if a valid credit card or debit card is on file and if the deductible amount is able to be reserved. If you become delinquent on your payment obligations for any reason (ex: insufficient funds, rejected payments, etc.), SeefyCar may suspend the account. In this case bookings cannot be made or executed until all outstanding debts have been paid. SeefyCar would attempt to contact you via phone and/or e-mail so that an agreement can be made to remedy the situation. If you are unwilling to cooperate and pay your debts, SeefyCar may decide to assign your account to a third party collection

agency and/or take legal action against you for the amount due SeefyCar plus the cost of taking such action.

When you enter your payment information, you certify that the credit card registered through the SeefyCar booking platform is one that you are authorized to use. You authorize SeefyCar to reserve the amount equal to the insurance deductible reflected in the booking confirmation and to charge all applicable expenses incurred by the customer during the use of the vehicle upon completion of the booking or on a monthly basis for long-term rentals.

You are responsible for and agree to pay all charges incurred while your booking is active, regardless of the date charges are known. This includes the fare agreed to upon booking of the vehicle, overage fees if applicable, insurance deductible should damages occur, and additional fees according the fee schedule in place at the time any incidences occur. You are furthermore responsible for any traffic violations or other infractions of the law which occur during an active booking or use of a vehicle.

You agree that SeefyCar may transfer liability to you for any additional expenses due to your use of our services and relinquish your right to challenge any fees, tickets, citations, tolls, etc. Additional charges may be incurred at a later date depending on the length of time required for delivery and review. Charges from third parties will be charged directly to the credit or debit card of the account holder with the active booking at the time the fees, tolls, citation, tickets, etc. took place or were issued based on either the person or vehicle identified in the request for payment.

While we try to make our payment process water-tight, we recognize that mistakes can be made. Therefore, charges can be disputed within 14 days of the invoice date, but after this date you waive your right to dispute charges. If you have a dispute or inquiry, simply contact the team at SeefyCar. You can send us an e-mail or call. If you call please be sure to have your booking confirmation and invoice available so that we can discuss the details.

### **Booking**

All bookings are non-transferable, and may only be executed by the account holder under which the booking was created.

It is strictly prohibited to sublet the vehicle, sell your membership, or let someone else use your account. Should any of these situations occur, you are liable for all costs associated with the event including damages, tolls, citations, fares, fees, etc. These situations are grounds for permanent account suspension and revocation of driving privileges in the future.

Drivers in addition to the account holder must be indicated at the time the vehicle is booked. Additional drivers are held to the same terms and conditions as the account holder. Additional drivers may not have access to the account holder's credentials or account.

If an unregistered person uses the vehicle during your booking period, you will be held liable for any damages or incidents that occur. Additionally, you may be suspending from using our services in the future.

Upon booking a vehicle, you will receive a booking confirmation and subsequently can find your booking in "Existing Bookings". Upon start of the booking (completion of protocol), the booking is considered active. After the vehicle has been returned and the protocol has been completed, the booking is

considered closed. Note that the booking is not closed (e.g. the vehicle is not considered returned) until the vehicle is in the agreed parking location and the protocol is completed to officially close the booking. You will receive confirmation when the booking has been closed (e.g. completed). If you have trouble completing the protocol, are for any reason unable to close the booking, or have not received a confirmation, please contact SeefyCar for support. Closing the booking is important, as you will be charged a late fee if it is not closed on time.

SeefyCar reserves the right to reject a booking for any reason and is not obligated to provide services to all applicants.

### **Booking Changes and Cancellations**

In the unexpected event that a confirmed booking cannot be fully executed by SeefyCar (ex: vehicle is not available to fulfill your booking), SeefyCar will suggest an alternative which most closely matches your request. You will have the option to choose the alternative booking or to cancel the booking.

SeefyCar reserves the right to cancel a booking at any time for a breach of the terms and conditions in this document or if evidence arises of failure to meet requirements for booking vehicles or to pay for the booking and any additional fees related to the booking.

You are entitled to request changes to your booking at any time. The team at SeefyCar will do our best to meet your needs, but does not guarantee ability to change or extend bookings.

### **Vehicle Retrieval and Return**

You agree to retrieve the vehicle at or after the agreed date and time of the start of the booking period. If you retrieve the vehicle later than agreed, you may still be charged for the entire booking period. You agree to return the vehicle at or before the end of the booking period. If you return the vehicle earlier, you may still be charged for the entire booking period. Any changes to the booking period and associated payment amount must be agreed by SeefyCar. Should the vehicle be returned later than agreed in the booking confirmation, late fees will apply per the fee schedule. If the vehicle is not returned within 24 hours of the end of the booking period, the vehicle will be reported as stolen and your information will be given to the police.

You agree to retrieve and return the vehicle at the designated location according to the booking confirmation unless otherwise agreed or instructed by SeefyCar. Return to a location other than one agreed by SeefyCar will result in additional fees.

### **Vehicle Use and Restrictions**

You may have as many passengers as you can safely fit into the vehicle, meaning that every person in the vehicle must wear a seatbelt. One person per seatbelt and one seatbelt per person; no sharing! You as the account holder are responsible to ensure that all of your passengers abide by this rule to ensure that everyone has a safe ride.

You agree not to willfully nor through negligence damage or soil the vehicle. You promise to be conscientious when driving, parking, or otherwise using SeefyCar services. You promise not to alter the vehicle in any way nor steal any SeefyCar property, including by means of changing, adding, or removing

accessories, stickers, logos, foils, etc. You agree to return the vehicle in the same condition in which it was retrieved.

Smoking and vaping inside the vehicle are strictly prohibited. SeefyCar reserves the right to install smoke detectors within the vehicle. If smoking occurs within the vehicle during the rental period, you will be charged for cleaning to the extent necessary to redeem the condition of the vehicle.

Driving our vehicles while under the influence of alcohol, drugs which negatively impact your ability to drive, and illegal drugs is strictly prohibited. Should incidence or damages occur during you use of our services either to SeefyCar, third party property, or other persons while you are under the influence of said substances, you will be held fully liable for all fines, fees, and any other costs which are incurred.

If there is a range limitation, this information will be disclosed to you in the booking confirmation. The range limits are based on insurance coverage and/or use case of the vehicle. You are responsible for remaining within the range limits set forth by SeefyCar. SeefyCar reserves the right use geofencing, to contact you, to disable the vehicle, and to repossess the vehicle if needed should it be taken outside the range limits. Additional fees apply for range limitation violations, including the costs associated with repossessing the vehicle, and insurance may be invalidated, leaving you fully responsible with all costs associated with any incidences or accidents during your use of the service.

You are prohibited from driving or parking a SeefyCar in an area which is prohibited for such purposes, a country which is not covered by SeefyCar insurance, and any road which is not paved. Should damages or excessive soiling of the vehicle occur, the customer will be held liable for any damages or additional cleaning necessary to prepare the vehicle for the next customer. If the vehicle is towed or impounded during your use of the vehicle, you agree to contact SeefyCar as soon as you are aware of such a situation, you agree not to proceed with reclaiming possession of the vehicle on your own, but rather to await instruction from SeefyCar, and you agree to pay all costs associated with the incident.

You agree to comply with the law whenever interacting with SeefyCar or using it's services. You are prohibited from conducting any illegal activities in connection with or while using our services. SeefyCar will not be held an accomplice, complicit to, connected to, or liable for any illegal activities of it's customers.

Additional prohibited activities, which you agree **never to do in a SeefyCar vehicle** are as follows:

- Racing
- Stunt driving
- Vehicle performance testing (e.g. pushing the vehicle to performance limits)
- Off-roading
- Using your phone or other hand-held device while driving
- Use of a SeefyCar as a delivery vehicle for business purposes (e.g. food delivery, etc.) unless explicitly agreed by SeefyCar
- Use of SeefyCar as a taxi service, ride-share service, or other for-profit transportation service unless explicitly agreed by SeefyCar
- Carriage of toxic, flammable, or dangerous substances
- Carriage of illegal substances or items
- Transport of animals or pets

- Driving school practice
- Loading the vehicle beyond it's design and legal capacity (either in terms of volume, weight, or number of passengers)

If you are involved in any dangerous or illegal activities while using SeefyCar's services, the team at SeefyCar will fully comply with the law and assist law enforcement in pursuit of a case against you.

### **Cleaning and Maintenance**

SeefyCar commits to providing you with a vehicle which is clean and in safe technical condition, though cannot guarantee the condition of it's vehicles. Therefore, we ask that all of our customers take care of our vehicles and leave them in good condition for the next driver. Please be sure to take all items with you when you leave the vehicle, including trash.

You have the opportunity to provide SeefyCar feedback on the condition of the vehicle when you retrieve the vehicle and when you return it through the protocols which are required at the start and end of each booking period. We welcome your feedback and rely on it to ensure that we are providing the high-quality products and services that our customers expect.

If during your booking it is noted that cleaning, service, or maintenance is required, you agree to inform SeefyCar immediately. If you have soiled the vehicle beyond normal use expectations, you are welcome to clean up after yourself in order to avoid cleaning fees. If use of any chemicals or cleaning agents are required, we advise you to leave it to the professionals (our cleaning partners) to avoid damages to the vehicle which could be more costly.

You agree not to attempt to make any repairs, service, or maintenance yourself unless agreed by SeefyCar, in which case you would receive formal direction and/or agreement in writing (via the app or e-mail). The purpose is to ensure the safety of our vehicles and protect you and SeefyCar from any liability.

The following minor services may be made by you personally or by a mechanic with prior approval from SeefyCar.

- Checking of tire pressure and adjustment of air pressure to the pressure indicated on the tires.
- Replacement of lightbulbs.
- Replacement of windshield wiper blades.

If you perform a minor service as agreed by SeefyCar, the costs will be reimbursed by SeefyCar upon submission of the receipt unless the repair is being done to correct a damage caused by you. The receipt must show that the service was performed during the booking period and in the service area or within a reasonable distance that would lead one to believe that the maintenance was performed on the SeefyCar vehicle. Any reimbursement requests suspected to be fraudulent will be investigated and if found to be fraudulent will result in suspension of your account and revocation of driving privileges.

If something happens which results in the inability of the vehicle to function and it needs to be towed, please contact SeefyCar immediately. The towing service will be arranged by SeefyCar. Please do not try to organize or do this yourself for liability purposes.

### **Battery Charging**

Charging the battery is a part of operating an electrical vehicle, just as pumping gas or diesel is a part of using an internal combustion engine. You agree to accept responsibility for charging the battery and keeping the charge level between 20% and 80% of its capacity. If the battery is getting low and needs to be charged, you will receive a notification via the app.

A charging station can be found using the SeefyCar app. Charging stations within our network are clearly marked within the app and are free of charge. Any charges or fees resulting from use of battery charging stations outside of our network are your responsibility and will not be reimbursed.

In certain, high-traffic charging stations if the charger is plugged into the battery past the charging limit (80%), additional fees are applied. Should these fees be incurred by SeefyCar during your use of the vehicle, even if you are using an in-network charger, you agree to pay them. To help you avoid these fees, you will receive a notification via the app when the vehicle is at 75% capacity.

If you allow the battery to completely run out of charge such that it must be towed to a location to remedy the situation, you agree to pay towing fees and any additional damages that may result from this event. The towing service will be arranged by SeefyCar. Please do not try to organize or do this yourself for liability purposes.

In the case that the return location is a parking space with a charger and you are instructed to plug the vehicle in during completion of the handover protocol, you will not be charged any over-charge or charging station occupation fees. In this case the charger is reserved for SeefyCar.

#### **Notification Expectations**

Should your personal contact or payment information change and upon expiration of any documents which are connected to your profile (credit/debit card, passport, driver's license, etc.), you agree to update the information in the SeefyCar platform immediately. Your profile can be accessed and updated via the website or app by going to the booking platform.

If your driving record changes (ex: traffic violations, accidents, driver's license suspension or revocation), you agree to contact and inform the SeefyCar team immediately. Some changes may require review by our team which could delay your ability to create or execute vehicle bookings. If your driver's license becomes invalid for any reason, your account will be suspended. If you have a booking open at the time, the booking will be immediately closed and the vehicle will be repossessed at your expense.

You agree to thoroughly inspect the vehicle and report any issues with cleanliness and any damages to the vehicle prior to closing the protocol at vehicle retrieval and return. This protocol protects you from being held responsible for any damages or cleanliness issues which were caused by a previous driver. This also protects SeefyCar from incurring expenses due to customer use of the vehicle. We understand that things happen and in the case that you do cause damage to the vehicle or leave the vehicle in condition which requires cleaning prior to further use, you agree that SeefyCar may clean and repair the vehicle at your expense to the extent which returns the vehicle to the condition prior to your use of the vehicle.

If misuse of a SeefyCar vehicle occurs during an active booking in your name, you agree to inform SeefyCar immediately.

If any accident or incident in which an infringement, violation of the law, damage to the vehicle (including by wild game, fire, or other causes not in your control) or someone else's person or property occurs during an active booking, you agree to notify the police/emergency personnel immediately and subsequently SeefyCar. In the scenarios described here, you agree to and are responsible for:

- filing a police report if necessary.
- documenting and communicated to SeefyCar the names, addresses, phone numbers, and drivers license numbers (if available) of other parties involved.
- providing documentation, including police report, citation report, statements, etc., related to the accident or incidence at the request of SeefyCar or its insurer.
- accepting and paying applicable fees and costs associated with such incidences for which you, another driver named in your booking, or one of your passengers are at fault.

During the time that your booking is active, if you lose or misplace your device through which the vehicle is accessed or the vehicle is misplaced or stolen, contact SeefyCar immediately.

If you are sued for any reason in connection with your use of SeefyCar services you agree to inform SeefyCar immediately.

If changes are made to these terms and conditions, you will be notified via the app and will be required to agree to the new version before moving forward with you next booking. If you have an active booking when the terms and conditions are updated, the old version will remain in effect for you until your current booking is closed.

## **Insurance**

SeefyCar extends insurance coverage to our customers with some limitations.

1. You must be in compliance with all terms and conditions in order to receive insurance coverage at the time of the accident or vehicle damage. Use of a vehicle in violation of these terms and conditions is without the consent of SeefyCar and will invalidate the coverage extended to you.
2. You must be in compliance will all laws, including speed limit laws, during the use of the vehicle.
3. You must have a valid driver's license for the area in which the accident occurred and all areas in which you have driven during your use of the vehicle.
4. You must meet the age requirements for driving the vehicle per SeefyCar and in the area where the accident occurred, e.g. all details of the registered account must be correct.
5. At the time of the accident, you must immediately file a full, accurate police report such that insurance can process the claim. If there are any failures in the filing on your part (e.g. misstatements) which prevent insurance from providing coverage, you will be fully responsible for all costs associated with the incident.
6. Driving under the influence of alcohol or other intoxicating substances as well as hit-and-run driving, will invalidate your insurance coverage extended to you.

In the event of an accident, you agree to fully cooperate and to be completely honest with the SeefyCar team and SeefyCar's insurance provider, to provide any information needed to process the claim and investigate the accident, to attend hearings and trials as needed, to assist in securing evidence, and to take no actions which would delay or compromise the resolution of the claim or case.

If SeefyCar or its insurer deems that you were at fault in an accident or vehicle damage, you agree to pay all costs associated with the accident including damages caused to SeefyCar property. You are liable for all damages to the vehicle which are due to operating errors, overuse, or violation of other obligations of this agreement during the booking period. You are liable in the same way for damage culpably caused by your relatives, workers, employees, co-drivers or other third parties who have come into contact with the vehicle by or through you, insofar as you culpably omit to establish with probative force the personal and material findings necessary to enforce any claims for compensation by SeefyCar.

You are liable if the damage is only determined after return of the vehicle upon review of the protocols completed by you and the subsequent driver. If after return of the vehicle damage, which has not been noted in the handover protocol, is found by a SeefyCar team member or by the next driver, it is assumed that you are responsible for the damage unless you are able to prove that the damage already existed when you started your booking.

If the cost of the accident to SeefyCar exceeds the amount paid by the insurance company, the remaining amount will be your responsibility. You will be personally liable for all costs incurred beyond what insurance will pay resulting from your use of our service.

The statutory liability rules shall apply. You will not be liable if SeefyCar obtains compensation for the damage caused from the other party involved in the accident, other third parties involved in the accident or from the existing comprehensive insurance or otherwise.

### **Intellectual Property**

You may not attempt to reverse engineer, manipulate, copy, or destroy the website, app, booking platform, or any software used in SeefyCar's property. Any attempt to gain access to the vehicle other than through proper use of the booking platform and app are strictly prohibited. Any violation will result in permanent account suspension, costs incurred if any to be paid by you, and potential legal action.

### **Release of Liability / Indemnity Clause**

While SeefyCar strives to create a safe experience for our customers, we are not responsible for anything bad that happens during the use of our service to you or anyone that you bring in contact with our service. You agree to accept all risks associated with the use of our services to the extent permitted by law. Under no circumstances will SeefyCar be held responsible for any damages to any persons or properties resulting from your use of our services.

Though SeefyCar is dedicated to providing a safe service with clean, well-maintained vehicles, we cannot foresee all issues and malfunctions. Even if it seems that we should have foreseen an issue, you agree not to hold SeefyCar liable for any dangerous conditions (whether it pertains to the handover location, service area, or the vehicle itself), mechanical issues, technical issues, or malfunctions. It is your responsibility to ensure safe conditions before driving the vehicle.

You are responsible for your personal items and agree not to hold SeefyCar liable for any damaged, lost, or stolen property. In the event that items are left in the vehicle, the SeefyCar team will make an effort to recover the items, but does not make any guarantees.

Compliance with existing regulations and laws during the use of the vehicle is the sole responsibility of you, the drivers named in your booking, and any persons who come into contact with SeefyCar's

property through your use of the vehicle. You agree to hold harmless, defend, and fully indemnify SeefyCar for all losses, claims, damages, fines, fees, charges or other costs which the authorities may levy against SeefyCar in connection with violations caused by you, the drivers named in your booking, and any persons who come into contact with SeefyCar's property through your use of the vehicle during your use of our services.

Any information or recommendations found in SeefyCar's website, app, and booking platform are for entertainment or informational purposes only and do not constitute advice for which SeefyCar can be held liable. SeefyCar does not guarantee the information we provide is completely up-to-date and free of errors, defects, malware, and viruses. If you notice some information which is incorrect, please inform us so that we can correct it.

SeefyCar will not be held liable for inability to use our services and any damages caused by the inability to use our services. This includes but is not limited to failure or delay in delivery of information, interception or manipulation of communications by third parties, or unavailability of electronic services.

If in the court of law it is determined that any part of these terms and conditions are found to be unenforceable, the remaining parts shall remain in force.

**By agreeing to these terms and conditions, you confirm that you have read and agree to the terms and conditions in their entirety.**