



TERMS OF USE

KINTO Flex
(Version 08/03/2022)

1. Introduction

- (1) These terms of use conditions apply to KINTO Flex ("KINTO Flex" or the "Service"), a SaaS solution provided by Toyota Financial Services Belgium, having its registered office at Leuvensesteenweg 369, 1932 Zaventem, registered under company number BE 0756.463.210 (hereinafter referred to as "KINTO", "we" or "us" or "our").

Together with the documents referred to in it, they contain the entire agreement between us for your registration to and use of the Service, to the exclusion of any other terms or conditions, even if we are aware of such terms or if they state that they take precedence, unless we have expressly agreed to them in writing.

For the avoidance of doubt, these terms apply to two different contracts both related to your use of the Service. These contracts are:

- (i) the framework contract between us, when you register as user for the Service;
 - (ii) the individual rental contracts, each time you book and use a vehicle through our Service.
- (2) Please read these terms carefully. By clicking "I agree" when registering for the Service, you confirm that you have read and understood these terms, that you agree to be bound by them.
- (3) We may update or change these terms from time to time and recommend that you review them on a regular basis. You may review the most current version of the terms at any time at or through the KINTO Flex Web Portal on your computer. You understand and agree that your continued use of the Service after entry into force of the revised terms constitutes your acceptance of the terms as revised.

- (4) If you do not accept these terms, you are not authorized to use the Service.

2. User requirements and registration

- (1) In order to use the Service, you must create a user account through the KINTO Share app and successfully complete the verification process to become a verified user.
- (2) You shall be eligible to register for the Service only if you meet the following conditions:
- a) You are a natural person of legal age (18 years);
 - b) You hold a current and valid driving license, of category B or equivalent, issued within the European Union and/or the European Economic Area or Switzerland for at least 12 months, for at least 12 months (driving licences issued outside the European Union and/or the European Economic Area or Switzerland will be accepted in individual cases only, if accompanied by an international driving permit and after individual verification by KINTO as part of an independent validation process);
 - c) You provide all the personal data and other information and documentation that are mandatory to complete the registration and validation process to become a verified user, accurately, truthfully and fully.
 - d) *[If you wish to subscribe as an employee of a company that has contracted with us to receive the Service, you are an employee of the company and provide provide your email address, create a unique password, phone number, home address, upload your selfie & driving licence, ID card to link your profile to your employee's account.*
 - e) *[Only if you subscribe as a private user]* You provide valid payment details for a supported payment method;
 - f) You accept these terms and conditions.
 - g) You are not be the subject of a conviction for driving under the influence of alcohol or drugs during the past two years prior to the subscription to the Service;
 - h) You have the points assigned to your driving license or otherwise comply with all legal requirements to maintain validity of the licence and carry this license with you with each use of a vehicle;
- (3) You may not create multiple accounts. Your account may only be used by yourself.
- (4) You must inform us immediately through our customer service in case of loss of your driving licence, the suspension or limitation of your right or ability to drive, any driving ban, withdrawal or withholding of your driving licence, in which case the right to use this Service will be immediately suspended during the period of loss, suspension, limitation, withdrawal or withholding. You

must revalidate your driving licence once renewed or recovered in order for you to start using the Service again.

- (5) You will at all times be solely responsible for the accuracy, completeness and truthfulness of any personal or other data provided during the registration process and to maintain and update such data to ensure it remains current, complete, accurate and true. You accept that we shall in no event be liable for any loss or damage caused to any party as a result of the inaccuracy, incompleteness or untruthful nature of such data and you agree to indemnify and hold us harmless from any third-party claim in this respect. Likewise, it is your responsibility to ensure the safety of your login details, prevent unauthorized use or access by third parties at all times. Without prejudice to the foregoing, we reserve the right to suspend or terminate your account and use of the Service if we have reason to believe that unauthorised, fraudulent or improper use of your account is being made. You accept that we bear no liability in this respect and that you are not entitled to compensation, without KINTO bearing any liability in this regard.
- (6) Registration as a validated user is not automatic and subject to validation of your account. Validation is carried out by matching a photo of your face taken during the registration process with the photos contained on the User Identity Card and User Driving License and is performed by an online service commissioned by us solely for the purpose of performing the validation. The validation is started by accessing the validation function in the registration process and after uploading a photo of yourself ("selfie" with a smartphone) and of the front and back of your driving license and ID card, which shows the information required for the validation, such as, in particular, the first and last name, date of birth and, if applicable, postal address of the holder, document number, issuing authority/country and, if applicable, expiration date of the document.
- (7) Notwithstanding the foregoing, we may further deny your registration if the data cannot be verified, if they are incomplete, inaccurate or we have reason to believe that they are false. KINTO equally reserves the right to request you to provide evidence of the validity of your driving license at regular intervals and upon reasonable cause, as well as to verify and revalidate the validity of the driving license within the scope of legal obligations incumbent upon us, even after validation of your account. As a rule, the driving license validation is carried out again after 12 (twelve) months. If you do not perform the renewed driving license validation, your account may be blocked.
- (8) You undertake to keep your password strictly secret, to keep it protected from access by third parties and not to make it accessible to third parties. In particular, you may not under any circumstances write your password on any carrier or medium, or store it therewithout using appropriate programs to protect passwords from unauthorized access.
- (9) If you become aware that another person has gained knowledge of your password or if there is a suspicion of misuse, you will change the data

immediately. If this is not possible, you will inform KINTO immediately, in which case KINTO will block your account and the access to the service of the platform. KINTO shall in no event be liable or have an obligation to compensate or reimburse any damage or cost incurred as a result of the unauthorized use of your account.

- (10) You will not upload any files with malware to the platform as part of the registration process. It is also prohibited to manipulate the KINTO Flex Web Portal using information technology methods. Any violation or attempt to do so will immediately lead to exclusion from KINTO Flex and you will be solely liable for any damage resulting from the (attempted) violation.
- (11) You will immediately report the loss or destruction of your computer, on which the KINTO Flex Web Portal is installed, to the KINTO customer service, so that KINTO may block access and prevent misuse. You will be informed about the blocking via e-mail.

3. Technical requirements and means of access

- (1) The Services can only be accessed and used through the KINTO Flex Web Portal for your country.
- (2) You may use the Web Portal on your computer or other compatible device and view, use and display the Web Portal on your computer or such compatible devices for your personal purposes only. You agree not to use the Web Portal for any commercial or business purposes
- (3) Use of the Service also requires you to have a working internet network. Your access to the internet are the subject of the subscription with your telecom provider. Data transmission costs as a result of the use of the Service shall be borne by you.

4. Booking of vehicles and conclusion of individual rental contracts

- (1) As a validated user, you may, subject to availability and confirmation by us, book, open and drive a vehicle that is part of the KINTO Flex fleet using the KINTO Flex Web Portal only and subject to the terms set forth herein.
- (2) You acknowledge that we cannot guarantee the availability of any vehicle but will use reasonable endeavors to ensure a vehicle is available to meet your booking request. Notwithstanding the foregoing, we may reject your booking if a vehicle is not available to meet your request for any reason. The booking of a vehicle shall be deemed to be final and an individual agreement concluded between us subject to our confirmation of the availability of the requested vehicle by means of a notification through the Web Portal.

5. Start, duration and termination of rental period

- (1) The paid rental period for the use of a KINTO flex vehicle starts 3 days before the start of your vehicle subscription. Incurred fees for the rental period are calculated based on the tariffs and costs that apply at the time of conclusion of the individual rental agreement as made available on the Web Portal.
- (2) To terminate an individual rental contract, you must return the rented vehicle in accordance with the terms set forth in Section 8.
- (3) In the event of an accident that makes it impossible to move the KINTO Flex vehicle, the rental ends at the latest when the vehicle is handed over to the towing company. Section 10 of these GTC shall apply in addition.

6. Obligations prior to the start of your journey

- (1) Before the start of your journey, you must check the condition of the vehicle's exterior and interior to identify and report visible new defects, deficiencies, damage, serious state of dirt, warning lights and other technical failures and document these by taking pictures and uploading them to the KINTO Flex Web Portal. In order to enable a causation-based allocation of the defect, fault, damage and/or soiling, you must report these before, failing which they shall be deemed to have occurred during your journey and you may be held liable for them in accordance with these terms and conditions.
- (2) You are also responsible to check whether all accessories and vehicle documents necessary to the entry into circulation of the vehicle are present. This includes the insurance certificate, registration certificate, vehicle inspection certificate and conformity certificate, a hazard triangle, fire extinguisher, first-aid box and high-visibility vest. If this is not the case, you should inform us immediately via customer service and are not entitled to commence your journey.
- (3) We may prohibit the use of the selected vehicle if, based on the information you provided, we have reason to believe that the safety of the ride may be impaired, without such decision giving rise to the payment of compensation of any kind to you. You will not be charged for the vehicle either.
- (4) The vehicle may contain other accessories such as a fuel or charging card and/or a parking card. Unless otherwise stipulated, you will use the cards provided in the vehicle to refuel, recharge or park if this is necessary during your use of the KINTO Flex vehicle, in accordance with the information provided in the vehicle. The cards are to be used exclusively for payment of transactions for the rented KINTO Share vehicle. If you use any other means of payment to park, refuel or recharge, this shall be at your expense, and you understand that KINTO will not subsequently reimburse the costs so incurred.

7. Your use of the vehicle

(1) You are entitled to make trips with the vehicle to other EU countries. In doing so, however, you shall refrain from driving to those countries for which no insurance cover exists, and which are excluded from the possibility of use in accordance with the information and details available in the KINTO Flex Web Portal.

(2) During your use of a vehicle:

a) You will:

- Treat the vehicle with due care and consideration, as would any reasonable and prudent person and comply with the specifications from the manufacturer's operating and maintenance instructions;
- At all times comply with the applicable road traffic regulations;
- Stop immediately in case of maintenance requirements as well as in case a warning light in the dashboard display lights up and contact us to assess if it is appropriate to continue using the vehicle;
- Be solely responsible for ensuring the safety of all of the vehicle's occupants and their belongings. You must check that all personal belongings are properly removed from the vehicle upon its return. KINTO shall, under no circumstance, be held liable and responsible for lost, theft or damages to such belongings;
- Notify us without undue delay of damage, accident or theft. Where appropriate, you will also notify local police authorities and emergency services;
- On longer journeys, check the tire pressure at regular intervals and correct it if necessary;
- Ensure that when an electric vehicle is used, the battery has sufficient capacity when leaving the business area to return the vehicle to the return station and properly start the charging process; and
- Pay all usage-related charges and fees, such as parking fees, tolls;
- Remain solely responsible for the payment of any fines or penalties incurred whilst driving or in possession of the vehicle. This applies even after your subscription or that of your company has been terminated.
- Secure the vehicle against theft at the end of use (windows and central locking system must be locked);

b) You will not:

- Carry more than the number of vehicle occupants permitted according to the vehicle registration;
- Drive the vehicle under the influence of alcohol, drugs or medications that may impair your ability to drive. A strict alcohol ban of 0.0‰ applies;
- Smoke or allow others to smoke, drink or eat in the vehicle;

- Pollute the vehicle or leave waste of any kind;
- Use the KINTO Flex vehicle for off-road driving, races or other motorsport events, motorcades, parades, vehicle testing, driver training or commercial transportation, delivery or courier services, whether in relation to persons or goods, unless you obtained our prior written consent to such use;
- Allow or enable any third party to drive the vehicle or share or disclose your access data to third parties, even when said third parties are validated users of the Service, unless there is an emergency in which such third party shall only be allowed to drive the vehicle as is strictly necessary to avoid or reduce a danger or damage and to park the vehicle in a safe environment
- Carry children or babies without the correct elevation of the seat or a child seat, or contravene any manufacturer's instructions regarding the installation of baby seats;
- Disable any airbag, unless required to transport children or infants using a required booster seat/child seat and/or to ensure compliance with the manufacturer's instructions regarding the installation of infant carriers. If an airbag has been deactivated, the user must reactivate all deactivated airbags before the end of the rental;
- Make any aesthetic or technical modification, install spare parts and accessories or carry out any type of repair to the vehicle without our express prior written consent; and
- Use the fuel, recharge or parking card (to the extent available) to refuel, recharge or park vehicles other than the KINTO Flex vehicle you have rented;
- Use the KINTO Flex vehicle for the carriage of flammable, toxic or otherwise hazardous substances, insofar as they exceed normal household quantities and where this is not allowed under local law;
- Transport objects or substances with the KINTO Flex vehicle which, due to their nature, size, shape or weight, could impair driving safety or damage the interior or exterior of the vehicle;
- Exceed the permitted maximum weight of the vehicle;
- Take animals into the KINTO Flex vehicle unless they are in a closed box and securely fastened.

(3) These are essential obligations. You understand that any violation against these obligations entitles us to restrict, suspend or, if you have already previously received a warning, terminate your use of the Service, without prejudice to our right to compensation for any damage sustained as a result of such violation.

8. Returning the vehicle

(1) To terminate the rental agreement and end the paid rental period, you shall return and park the rented KINTO Flex vehicle at the selected return station. We will proceed with a vehicle inspection and check the Fair Wear and Tear standards. You may be charged for any damage to the vehicle. Please note

that you may also incur a payment fee if the vehicle is too dirty, without at least 10 litres of fuel or 50% electric battery charge.

(2) You will return the vehicle in the same condition in which it was received (excluding general wear and tear derived from proper use). Any new defects, deficiencies, damage, serious state of dirt, warning lights staying on and other technical failures shall be documented and reported via the KINTO Share app and may lead to additional costs which may be charged to you in accordance with the provisions of Section 13.

(3) You will ensure that:

- a. All documents and accessories are included in the vehicle upon return and stored in their usual place. In case of loss, you shall notify us immediately and you may be charged for any costs resulting from the loss in accordance with Section 13.
- b. the vehicle has been parked properly, you have applied the parking brake if necessary and that all doors and windows are closed and lights turned off. In case of an electric vehicle, the vehicle must be parked at a charging station in the parking lot of the return station and the charging process initiated. This applies regardless of the battery power indicated on the charging indicator;
- c. all airbags have been (re)activated and seats put returned to their normal position (e.g. no folded seats);
- d. upon return of an electric vehicle, it has been parked at a charging station in the parking lot of the return station and to initiate the charging process before initiating the termination of the rental process; this applies regardless of the battery power indicated on the charging indicator in the relevant KINTO Flex vehicle immediately.
- e. before the termination and return scheduled on the part of the User;
- f. All personal items have been removed. KINTO shall not be liable for the loss of such items.

(4) You must ensure that the termination of the individual rental agreement is fully completed before leaving the KINTO Flex vehicle. Save for what is mentioned hereafter, if you leave the vehicle although the rental process has not been fully completed, the rent shall continue and additional rental costs at the then current rate shall be borne by you.

(5) If the rental cannot be terminated, you must report this immediately to us via the customer service and remain at the vehicle until the further procedure has been decided upon by us. Any additional rental costs incurred will be refunded after inspection, provided that you are not at fault if the return procedure is not complied with and such failure is attributable to you.

9. Accidents, damage, defects, repairs and other malfunctions

- (1) Defects, defects, damages and gross contamination found on the outside or in the interior of the KINTO Flex vehicle during use must be reported immediately via the KINTO Web Portal and documented by means of photos uploaded to Web Portal.
- (2) Accidents and damage that occur during use must be reported immediately to KINTO's customer service by telephone using the toll-free telephone number stored in the website to coordinate further procedure. This includes filling in the damage report form sent to you by customer service and sending it immediately and in any event no later than seven (7) days after the damage or accident by e-mail (insert e-mail address), including any photos and other accident and damage documentation

If you fail to send the form including any photos and other documentation to the KINTO customer service within the set deadline (7) days, the damage or accident cannot be settled by KINTO's insurance. In this case, we reserve the right to charge the costs and damages incurred due to the damage or accident event. This does not apply if you are not responsible for the untimely transmission and if the costs and damages are not causally related to the damaging event, are not adequately connected to it or if it has been established that you are not at fault.

- (3) Regardless of the foregoing, you shall ensure that all accidents, thefts, fires or damages caused by game, as well as all other damages involving a KINTO Flex vehicle driven or used by the User at the time of the accident or damage-causing event, are immediately notified to the police.

If the police fails or refuses to record the accident, you must immediately inform us by telephone via the KINTO customer service to coordinate the further procedure with KINTO and follow KINTO's instructions. This applies regardless of whether the accident was self-inflicted or caused by others or whether the damage is minor or not.

You may only leave the scene of the accident or the place where the damage occurred under the following conditions:

- a) After completion of the police recording (or, if a police recording is not possible, you have informed KINTO of the same as set forth hereabove),
 - b) After consultation with KINTO, measures have been taken to preserve evidence and mitigate damage, if necessary, and;
 - c) The vehicle has been handed over to a towing company or has been otherwise safely parked or moved, as far as this has been agreed upon with KINTO.
- (4) Compensation payments in connection with damages to the KINTO Flex vehicle shall accrue to KINTO in any case. If such benefits have been paid to you, you must forward them to KINTO immediately and in any event upon first request.

(5) At KINTO's request, you will provide the exact location of the KINTO Flex vehicle and allow inspection of the vehicle and the place of the damaging event by KINTO employees and/or service providers appointed by KINTO.

(6) The workshop for repair in case of damage shall be selected exclusively by KINTO.

(7)

10. Prices, payment terms, payment service provider, billing, credit check

(The following applies only if you are an individual user and do not use the Service as an employee)

(1) You undertake to pay the rent for the respective individual rental agreement in accordance with the rates valid at the time of the conclusion of the individual rental agreement.

(2) The applicable rate for the individual rental agreement is displayed in the KINTO Flex Web Portal before the agreement is concluded or when the booking is made. As a rule, the vehicle rental shall be invoiced in accordance with the applicable rates per minute or day for the respective vehicle. If a rate per minute applies, billing is based on each minute, whereby each minute that has commenced will be charged as a full minute. If the billing based on rate per minute exceeds the applicable daily rate for the respective vehicle during the period of use, the individual rental agreement is automatically changed and only the daily rate will be charged.

(3) All prices are final and inclusive of VAT.

(4) Payment of the agreed rent is due for payment upon termination of the individual rental agreement.

(5) You can view the statements for each individual rental agreement in your used account.

(6) Payments shall be made by means of the payment method selected by you. KINTO uses a third party payment service provider for the payment processing, which is authorized by the user by accepting these terms of use to carry out the payment processing of the rates, costs, fees and expenses to be paid according to this framework agreement or any individual rental agreement. KINTO reserves the right to reject or, in case multiple means of payment have been entered, change the means of payment used.

(7) You will ensure that your (bank) account, which is used for the (SEPA) direct debit procedure, or any other chosen means of payment, has sufficient funds. If the amount collected is charged back by the bank and you are responsible for this circumstance, you must pay the return debit charge incurred.

(8) If the direct debit procedure is selected as a payment method, you grant KINTO or the external payment service provider used by KINTO a SEPA

company direct debit mandate upon registration or deposit of the payment data in the user account and shall always ensure sufficient coverage of the agreed debit account.

- (9) By storing the credit card data and accepting the credit card as a means of payment, you authorize KINTO or the payment service provider used by KINTO to charge the respective credit card payable under the Master Agreement and/or the Individual rental agreement.
- (10) Insofar as KINTO grants any special offers, discounts, vouchers and similar benefits in individual cases or as part of promotions, this is done voluntarily and without granting a legal claim. Any special offers, discounts, vouchers and similar benefits cannot be combined, unless this is expressly permitted in each case.

11. Software rights

You are not granted any rights to the software made available by KINTO (app/platform access) or any other intellectual property, other than the simple right to use the software or such intellectual property for the duration of the framework agreement for the sole purpose of using KINTO Flex.

12. Insurance coverage

- (1) The KINTO Flex vehicles have motor third party liability insurance and comprehensive insurance. There is no driver accident insurance. You must therefore ensure at your own responsibility and cost that you have private accident insurance before concluding any individual rental contract.
- (2) The scope of the insurance coverage results from the insurance notes, which are made available to the User in **Annex 1** to these terms of use and which you can consult on the platform at any time. Unless otherwise stated in the insurance notes and the provisions of these terms of use, the insurance coverage applies to trips with KINTO Flex vehicles within the scope of an existing individual rental agreement and includes the authorized driver as well as the authorized passengers present during the trip. Only the person that has entered into an individual rental agreement shall be authorized as a driver. Authorized passenger is anyone who sits in the vehicle with the knowledge and intention of the driver.
- (3) The following shall be excluded from insurance cover provided by KINTO:
- a) Personal injuries occurring to the driver;
 - b) All property damage or personal injury intentionally caused by the driver and/or passengers;
 - c) Grossly negligent facilitation of the theft of the KINTO Flex vehicle or its parts as well as the causation of the insured event as a result of the

consumption or ingestion of alcoholic beverages, other intoxicating substances or medications that impair the ability to drive.

- d) Regardless of fault, all damage resulting from participation in races, as well as property damage to the vehicle's cargo.

13. User liability

- (1) You shall be liable for any damage caused through a violation of your obligations pursuant to these terms of use when using KINTO Flex in accordance with the law and the terms set forth below.
- (2) In case of violation of the obligations and prohibitions set forth in Section 7 as well as for each case of fraud, including, without limitation, in using the KINTO Flex fuel or parking card or parking card, you will be liable to pay a contractual penalty, the amount of which shall be determined by KINTO at its reasonable discretion and, in case of dispute, shall be reviewed by the competent court.
- (3) In case of violation of your obligations pursuant to Sections 7 to 9, you shall furthermore pay to KINTO the fees and expenses for setting aside the violation and its consequences in accordance with the applicable tariff and cost regulations. This shall include, without limitation, necessary towing or re-parking costs, cleaning costs, costs for the re-parking of a KINTO Flex Vehicle not returned with sufficient battery power, whose charging process has not been started or which has not been returned to a return station with charging point, or necessary costs for the return transport to the applicable return station of a KINTO Flex vehicle that has been involved in an accident or has otherwise become unroadworthy.
- (4) You shall furthermore be liable to pay agreed deductibles within the scope of the insurance coverage of the KINTO Flex vehicles as well as the liability for any consequential damages such as loss of rental income or higher insurance premiums.
- (5) You shall be solely liable for the consequences of traffic violations or criminal offenses committed with KINTO Flex vehicles, including all costs and damage sustained by KINTO and third parties and agree to indemnify and hold KINTO harmless from any claim in this respect.

KINTO will forward any penalty notices, penalty orders, warnings, reminders and other documents, regardless of their nature, served on or otherwise received by KINTO in relation to the violation you committed.

For the processing by KINTO of traffic violations, you shall pay a lump sum to KINTO for each case according to the applicable tariff and cost regulations.
- (6) The foregoing paragraphs are without KINTO's right to compensation for damage sustained, including, in the events listed in paragraphs 2 to 5, additional compensation if the damage actually sustained exceeds the amount of the penalty, deductibles, fees and/or expenses payable by you in accordance with the above.

14. Liability of KINTO

- (1) KINTO shall be liable in accordance with the law for any damage you sustain as a result of wilful misconduct, fraud or gross negligence on the part of KINTO, its representative, agents or subcontractors.
- (2) In case of negligent breach a material contractual obligation on the part of KINTO, the fulfillment of which is a prerequisite for the proper execution of the contract, KINTO's liability for damages shall be limited to direct, foreseeable and typically occurring damage.
- (3) To the extent permitted by law, KINTO shall not be liable for any indirect, special, incidental or consequential damage, such as loss of profit or turnover, loss of data, loss of use, repair costs, production costs, reputational damage or loss of customers.
- (4) None of the provisions contained herein shall constitute or be interpreted as an exclusion or limitation of KINTO's liability for culpable injury to life, body or health, liability according applicable product liability legislation or any other case where such exclusion or limitation is prohibited by law.

15. Term and termination of the framework agreement

- (1) The framework agreement is concluded for an indefinite period of time. It can be terminated unilaterally at any time by sending an e-mail to KINTO.
- (2) The termination effectively prevents the user(s), the account(s) of which is/are linked to the framework agreement, from using the KINTO Flex Service.
- (3) KINTO is entitled to terminate the framework agreement subject to two weeks' notice given in writing.
- (4) The parties' rights to terminate for cause remain unaffected.

16. Right of withdrawal

(The following applies only if you are an individual user)

- (1) You have the right to cancel the framework agreement within 14 days from its conclusion. To exercise your right of withdrawal, you must inform us by means of a clear declaration of your decision to withdraw by e-mail, post or fax. You may use the attached sample withdrawal form for this purpose, which is, however, not mandatory. It is sufficient that you send the notification before the expiry of the 14-day withdrawal period.

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than

the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal.

- (2) You cannot revoke an individual rental agreement, as the right to withdrawal does not apply to car rental reservations pursuant to applicable law.

17. Privacy

- (1) The use of KINTO Flex involves the processing of personal data. We will process your data in accordance with applicable data protection and privacy legislation, including the European Data Protection Regulation.
- (2) The privacy notice for KINTO Flex, which can be viewed separately, contains further details on the processing of your personal data, including the categories of personal data involved, the purpose of the processing and legal basis.

18. No set-off or retention

To the fullest extent permitted by law, your payment and other obligations as a user of KINTO Share shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, reduction or diminution of any kind, retention, defense or other right which you may have against KINTO.

19. General provisions

- (1) Amendments, supplements and the cancellation of this agreement must be made in writing to be effective. This shall also apply to the amendment of this written form clause itself.
- (2) KINTO is entitled to transfer the rights and obligations arising from this framework agreement for the use of the platform to a company belonging to the same group or to third parties without your consent or prior notification duty.
- (3) The invalidity or inapplicability for any reason of one or more provisions of this

Agreement or part of these provisions, shall not affect the validity of the remaining portions of this Agreement, which shall remain enforceable and shall continue to have effect. The Parties agree to substitute such invalid or unenforceable provision by a like provision to accomplish the intent of the Parties to the extent permitted by the applicable law

- (4) No failure or delay by either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege as herein provided.
- (5) The law of country where KINTO has its registered office shall apply. Any dispute concerning the validity, interpretation, enforcement, performance and termination of these terms of use, the framework agreement or individual rental agreements shall be submitted to the exclusive jurisdiction of the competent court of the place where KINTO has its registered office. The foregoing is without prejudice to the application of mandatory law or your right as a consumer to bring legal action before any other competent court in accordance with the law.

Important notice

- **Are the cars insured?**
Insured shall be deemed to be all the goods and services insured on the policyholder with a Insurance confirmation (§23FZV) of the insurer registered motor vehicles, motor vehicle trailers and semitrailers.
- **In which countries does the insurance cover exist?**
Your insurance coverage applies within the geographical boundaries of Europe as well as thenon-European territories that are part of the European Union's area of application.
Ukraine, Russia and Belarus are excluded.
- **What does liability insurance cover?**
You have damaged someone else with your vehicle.
You will be indemnified against claims for damages up to a limit of 100 million EUR lump sum and max. 15 million EUR per injured person, if through the use of the vehicle
 - Persons are injured or killed,
 - things are damaged or destroyed or get lost,
 - financial losses are caused that are neither directly nor indirectly related to personal injury or directly or indirectly related to personal injury or property damage,
 - pure financial losses,

and claims for damages are therefore asserted against you or us on the basis of liability provisions (Liability Provisions) of the Civil Code or the Road Traffic

Act or on the basis of other statutory liability provisions (statutory liability provisions) under private law. In addition to driving, the use of the vehicle includes, for example, getting in and out of the vehicle as well as loading and unloading.

- **Who is covered by the liability insurance (Haftpflichtversicherung)?**

The protection of the motor vehicle liability insurance (Motor vehicle liability insurance) applies to you and to the following persons (co-insured persons):

- the owner of the vehicle,
- the owner of the vehicle,
- the driver of the vehicle,
- authorized occupants, unless another insurer has to provide insurance coverage,
- Your employer or public employer, if the vehicle is used for official purposes with your consent,
- the bus conductor who is acting within the scope of his employment relationship with you or with the owner of the insured vehicle,
- the keeper, owner, driver, passenger and bus conductor of a co-insured vehicle.

These persons may make claims (Expectations) under the insurance contract independently.

- **What does the comprehensive insurance (comprehensive insurance) cover?**

Insurance cover is provided in the event of damage to, destruction or loss of the vehicle including its co-insured parts due to the following events:

- **Fully comprehensive:**

- Accident
- Malice or malicious acts
- Transportation on a ferry (average damage (average damage))
- Misfueling and costs for cleaning affected components up to an amount of EUR 2,000

- **Partial coverage:**

- Fire and explosions
- Theft
- Storm, hail, lightning Flooding
- Collision with furred game
- Glass breakage
- Short circuit or overvoltage
- Animal bite damage
- Avalanches and mudflows

- **Who is covered by comprehensive insurance (comprehensive insurance)?**

The protection of the comprehensive insurance applies to you and, if the contract is also concluded in the interest of another person, e.g. the lessor as the owner of the vehicle, also to this person.

- **How high is the deductible in the event of a claim?**

A deductible applies in the amount of

- 1,000 EUR per claim in comprehensive insurance
- 500 EUR per claim in partial coverage insurance

- **What is not insured?**

- Intent and gross negligence
- Races
- Tire damage
- Earthquake, volcanic, war events, civil unrest, measures taken by the State power
- Damage due to nuclear energy
- Damage caused when driving under the influence of alcohol, drugs or medication have occurred
- Damage caused by off-road driving, racing, motor sport events, car parades or street parades.

YOU HAVE AN ACCIDENT?

Please secure the accident site first and contact the police. Note down all the data of the people involved in the accident.

Then contact the free KINTO customer service at:

+32 (0) 2 895 06 55

Enclosure 2

Sample cancellation form

If you wish to cancel the framework contract, you may use and complete the form below and return it to us.

To KINTO Flex, [Leuvensesteenweg 369, 1932 Zaventem], e-mail address:
support.flex@kinto-mobility.be

I/we (*) hereby revoke the contract concluded by me/us (*) for the provision
of the following service (*)

Date of conclusion: _____

Contract / Order reference: _____

Client number: _____

Customer name(s) _____

Customer address _____

Customer e-mail: _____

Signature (only in case of notification on paper) _____

Date _____