

Validity: from January 1st, 2024

General Terms and Conditions of Contract of the "KINTO Share Service"

Article 1 - Preamble

- 1.1 These general conditions ("Terms and Conditions", "GTC", or "General Conditions of Contract") apply to all contracts aimed at the provision of the car sharing service called "KINTO Share Service" (the "Service"), better described in the following articles, provided by TOYOTA MOTOR EUROPE , a public limited company with head office in Brussels, at Bourgetlaan, 60, Evere, 1140 , Belgium and registered under the number 0441.571.714 in the C.B.E. ("TME " or "Provider").
- 1.2 Kinto Share Service is a car sharing service limited to TME/ TFS/TIS/KINTO employees, contractors, interns. This service is not open to other parties. The document is published on the website, on the app and/or on the webportal of the Service.
- 1.3 The Provider reserves the right to update, supplement or amend these procedures by publishing it on the website and/or notifying the Customer directly at the e-mail address during registration or by a notification on their account.

Article 2 - Registration for the Service

- 2.1 In order to benefit from the Service, it is necessary to register for the Service itself, through the web portal accessible from the mobile application available for iOS and Android systems ("App"). Further information on the registration process and the data required therein is available in the privacy notice of the Service ("Privacy Notice"). The Customer acknowledges and accepts the Privacy Notice of the Service when registering for the Service.
- 2.2 The Provider reserves the right to deny registration and access to the Service if the applicant is not in possession of the necessary requisites indicated in Article 5.
- 2.3 Registration to the Service is completed at the moment in which The Provider provides the confirmation of registration to the subject who has made the request (the "Customer"), who can belong to one of the following categories:
 - Private: a natural person registered to the Service ("Private Customer" or "Private Customers").
 - Organization: a legal entity registered with the Service with a corporate profile, through a contact person who administers it ("Administrator") and who can use the service directly through the corporate profile itself or invite employees of the organization to register through their professional email address ("Enterprise Customer" or "Enterprise Customers").
 - Employee or collaborator of an organization: a natural person registered by invitation or through an Enterprise Customer ("Affiliate Customer" or "Affiliate Customers"). The Administrator of a corporate profile is itself an Affiliate Customer.
- 2.4 Following confirmation of registration, The Provider assigns the customer a unique identification code. Registration allows the Customer to access the Service and to use it, once enabled according to the

procedures provided for by these General Conditions of Contract, by the relative annexes, by the regulations provided for by the Civil Code and by the laws in force.

- 2.5 The Customer may ask to cancel the account, and therefore cancel the registration to the Service, at anytime, without any penalty and without specifying the reason, with written communication to be sent to the Provider by e-mail (only for Private Customers), registered letter with return receipt or by Certified Electronic Mail (PEC). Furthermore, Corporate Customers and Affiliate Customers have to give 15 days' notice before cancellation. In any case, the cancellation will be completed within 30 days provided the Customer has returned all rented Vehicles of the Services. The addresses for sending the aforesaid notice are given in article 24 below.
- 2.6 The Provider may also interrupt the access of the Customers to the Service, at any time and without specifying the reason, giving notice by e-mail (only for Private Customers), registered letter with return receipt or certified e-mail ("CEM" or "PEC") to the addresses provided by the Customer during the registration phase. For Corporate Customers and Affiliated Customers, communication will take place with a notice of 15 days. In any case, The Provider reserves the right to suspend, terminate or resolve the contractual relationship in the cases envisaged by article 18 below.
- 2.7 The withdrawal of one or the other party implies the loss of the quality of Customer and the deactivation of the unique identification code with the automatic dissolution of every relationship connected to the Service.

Article 3 – Booking

- 3.1 The Customer, once registration has been completed, has the right to use the KINTO Share Service and, to this effect, the vehicles made available by The Provider ("Vehicles" or individually "Vehicle"). The Customer can make a reservation for one vehicle at a time ("Rental Agreement") through the App or by contacting Kinto Share Customer Service (+32) 800 29 485

Article 4 - Use of the Service

- 4.1 The Customer may use the Service according to the methods listed in the "Regulations" that can be consulted on the website: <https://www.kinto-mobility.eu>.
- 4.2 The use of the Service takes place through the methods of use of the Vehicle described in the Regulations, available on the Website, the Web Portal and/or the App. The Vehicles are accessible at the locations enabled by The Provider, to be understood as the places of pick-up and drop-off of the same that the Customer chooses from time to time based on the availability displayed on the Website or App.
- 4.3 Every single use of the Vehicle ("Rental") starts from the time that is specified by the Customer when making a reservation for a Vehicle through the website.

4.4 The Provider reserves the right to update, integrate or modify the procedure as per articles 4.2 and 4.3 above, the Regulations and the General Contract Conditions at any time, giving direct communication to the Customer on the Website, on the web portal, on the App or at the email address communicated by the Customer when registering for the Service.

4.5 In the hypothesis referred to in Article 4.4 above, the Customer may still exercise the right of withdrawal in accordance with the procedures provided for in Article 2.5.

Article 5 - Requirements for registration to the Service

5.1 The Parties mutually acknowledge that the following is a prerequisite for registration to the Service:

- possession for at least one year of a valid category B driving license or other equivalent qualification that enables the driving of motor vehicles ("License") in accordance with current legislation.
- the willingness to pay for the Service by means of a personal payment card for Private and Professional Customers, or a corporate card with debit authorization for Business and Affiliate Customers, or another payment method provided by The Provider.
- The driving license held may have been obtained in Belgium ("Belgian Driving License"), in another country belonging to the European Union, the European Economic Area ("European Driving License"), in another country not belonging to the European Union or the European Economic Area ("Non-EU Driving License"), provided that the license is recognized in Belgium and has been issued by the country in which the Customer is resident. In this last hypothesis, it is necessary for the Customer, together with the non-EU license, to be in possession of an international driving permit or a sworn translation in English, French, Dutch, German of the aforementioned license, which he must send to The Provider Customer Service at the e-mail address support.share@kinto-mobility.be.

5.2 The Parties reciprocally acknowledge that, both at the time of registration to the Service, as well as during the entire duration of the contractual relationship, the Customer must be in possession of a valid driving license; consequently, in the case of a suspended, withdrawn, revoked or in any case no longer available driving license due to a provision of the Authorities or regulations, the Customer undertakes to promptly notify The Provider of such circumstances. Such communication must be sent to KINTO Share as specified in article 24. Following such communication, KINTO Share may suspend or alter the relationship according to the procedures provided for in article 18 below. It is understood that, in the case of revocation or annulment of the measures that have determined the suspension, withdrawal, revocation or in any case the non-availability of the License, the Customer will be able to access the Service again by means of:

- a new registration, if The Provider has availed itself of the right to terminate the contractual relationship.
- a request for reactivation of the Service, if The Provider has exercised its right to suspend the contractual relationship. Such requests must be received by The Provider at the address indicated in Article 23.

5.3 The Parties mutually acknowledge that, both at the time of registration for the Service, and during the

entire duration of the contractual relationship, the Customer must be in possession of a valid payment method authorized by The Provider and with sufficient availability to pay for the service used.

- 5.4 The Payment Card in the Customer's possession must be one of those belonging to the payment circuits enabled by the Stripe payment platform (Visa, MasterCard, American Express) and must always guarantee the payment of the amount due by the Customer for the Rental.
- 5.5 For the Affiliated Customers the provisions set forth under clauses 5.1, 5.2 and 5.3 above shall apply, bearing in mind that the failure to comply with the provisions thereof shall result in the suspension or termination of the relationship only with respect to the Affiliated Customer, but not also to the Corporate Customer.

Article 6 - Obligations of the Customer

- 6.1 The Customer is obliged to comply with and scrupulously observe the provisions contained in these General Terms and Conditions and in the Regulations as well as the procedures set out in article 4 for each Rental and for the entire period of registration. By registering, the Customer declares that he/she has examined and therefore knows and accepts the General Terms and Conditions, the Rules and the procedures as per Art. 4.
- 6.2 The Customer may never replace, even temporarily, others in the exercise of the rights deriving from the Service and from the individual Rental, except in the case referred to in article 6.4 and in the case of Enterprise Customers and Affiliate Customers referred to in article 5.6 above.
- 6.3 The Vehicles, for each single Rental, must be used with the diligence of a good father, in accordance with the provisions of the vehicle registration document and in full compliance with the provisions of the Road Rules Code, the Regulations, these General Terms and Conditions and the relevant attachments, the Civil Code and the regulations in force.
- 6.4 The driving of the Vehicles is only permitted to the Customer and cannot be entrusted to third parties, not even in the presence of the Customer himself, except in the case of force majeure and Enterprise Customers.
- 6.5 Even in the event of force majeure, the Customer shall take care to entrust the driving only to subjects with a valid driving license and/or an equivalent document pursuant to art. 5 above.
- 6.6 The use of the Service Vehicles beyond the borders of Belgian national territory is authorized limited to European countries including Turkey. (see geographic specifications in FAQ's on the website)
- 6.7
- The Customer undertakes to:
- a) not sub-lease or transfer to third parties - except in the case of specific agreements with Corporate Customers - for any reason whatsoever the Vehicle object of the Rental and to prevent any liens or encumbrances of any kind from being established on the same.
 - b) not use the Vehicle for racing, competitions or contests.
 - c) not use the Vehicle for purposes that are in contrast with the laws and regulations in force in the place where the car is circulating.
 - d) not use the Vehicle for purposes other than that for which it was registered.
 - e) not make modifications and/or alterations of any kind to the Vehicle.

- f) not use the Vehicle to transport animals in order to avoid inconveniences for other Customers (e.g.allergies).
- g) not use the Vehicle under the influence of alcohol, psychotropic, narcotic substances or other substances capable of altering the driver's ability.
- h) not to use the Vehicle in contrast with the rules of the Road Rules Code or the Laws in force.

By way of example and not exhaustive of the above obligations, the Vehicle must not be used:

- for the transport of goods or persons in contrast with the laws and regulations in force in the place where the Vehicle is circulating.
- to transport weapons, explosives, radioactive, bacteriological and similar materials.
- for pushing and/or towing other Vehicles.
- for the transport of people and/or goods exceeding the quantities envisaged by the registration certificate and the use and maintenance booklet; for the transport of people for remuneration and for competitions of any kind.

6.8 The Customer is also obliged not to destroy, alter and/or take copies and casts of the registration certificate, the vehicle keys and the documents on board the Vehicle.

6.9 The Customer is also obliged not to destroy and/or alter any accessories (e.g. but not limited to child seats) on the Vehicle. Furthermore, the Customer who will use the Vehicle equipped with the relative accessories, will do so under the Customer's own exclusive responsibility and following the instructions on the correct use of the accessories that The Provider will provide with dedicated communications and/or with specific brochures in the Vehicles in which the accessories are present. If the Customer should find operating defects and/or lack of cleanliness of the accessories such as to impede their use, he must promptly communicate it to the Customer Service by contacting him by phone or sending an email support.share@kinto-mobility.be.

6.10 In the event of violation by the Customer of even just one of the obligations set forth in this article, The Provider may declare the Contract terminated, pursuant to article 18. If the violation is committed by an Affiliate Customer, the termination will be applied only to the Affiliate Customer and not also to the related Enterprise Customer.

6.11 It remains in any case understood that The Provider will be relieved of all civil and penal responsibility for all infringements, seizures and other responsibilities connected to the use and conditions of the Vehicles for the Customer's fault.

6.12 This is without prejudice to the application of the penalties set out in the Annex "Penalties" of the Contract, in the event of non-performance or irregular performance by the Customer of its obligations under this article.

Article 7 - Tariffs

- 7.1 The Customer undertakes to pay the amount due for the Service in accordance with the chosen tariff in force at the time of commencement of the Rental Agreement. The available Tariffs are described in the Rates Schedule and/or on another electronic medium and may vary depending on the location where the Service is available.
- 7.2 The Service may be subject to a one-time fee which includes the service activation costs as set out in the Rate Schedule.
- 7.3 The Provider has the right to set up and issue promotional codes that, inserted during the registration phase, allow the Customer to take advantage of special rates. All this in compliance with the regulations in force at the time of assigning said codes, and compatibly with further promotions and/or conventions in force, with which - if necessary - they may not be cumulative.
- 7.4 The Service may provide for the following types of pricing:
- a) Per-minute, hourly or daily rate calculated on the basis of the time of each individual Rental and includes all costs associated with the normal use of the Vehicle (e.g. fuel, insurance, etc.) within a possible maximum limit of kilometers and/or duration. In the event the kilometer limit is exceeded, a mileage charge as indicated in the Regulations and specified below shall also be added. Furthermore, if the rental period exceeds 18 days, fuel costs are not included in the rate and The Provider reserves the right to charge the client for the cost of restoring the fuel level in the vehicle at the start of the rental period.
 - b) Unless otherwise specified, the rate does not include the payment of motorway tolls, access to public or private reserved areas subject to charging and/or restricted traffic, and parking in paid car parks.
 - c) Rate per kilometer calculated for each kilometer travelled once any maximum limit of kilometers included with each Rental is exceeded;
 - d) Preferential rate, which includes the costs associated with the normal use of the Vehicle (e.g. fuel, insurance, etc.) within a time period and/or a kilometric limit (e.g. weekend rate);

In addition, Savings Packages are available, i.e. driving credits that can be purchased at a discounted price in exchange for payment in advance of using the Service, except in the case of special rates for which Savings Packages cannot be used.

- 7.5 The tariffs may be differentiated by chosen model of car.
- 7.6 For the determination of excess mileage, the kilometers in excess of the total indicated in the individual Rental will be counted; in the event of a malfunction of the odometer and/or the computer system, in order to determine whether the excess payment is due, the actual mileage will be conventionally determined on a presumptive basis (25 km per hour, or as specified from time to time).
- 7.7 The Service may also provide for the charging of an additional fee in the event of access to car parks or reserved areas, or in the event that the Vehicle is released in a car park other than the one where it was picked up, an additional fee may be charged. For instance, car picked up at The Provider parking lot and then returned and parked in the visitor parking lot.
- 7.8 The Service may also foresee the charging of an additional fee in case of use of Vehicles equipped with accessories (e.g. child seat). At this moment we do not foresee child seat at The Provider.

7.9 The Provider reserves the right to update, integrate or modify these General Contractual Conditions, the Schedule of Rates as per art. 7.1 above and the Regulations at any time, notifying the Customer by publication on the Website, on another electronic instrument and/or at the e-mail address communicated by the Customer when registering for the Service.

7.10 In the hypothesis referred to in article 7.9 above, the Customer may in any case exercise the right of withdrawal in accordance with the procedures provided for in article 2.5.

Article 8 - Methods of payment

8.1 Payment of the fees for the Service, quantified pursuant to article 7 above, shall be due by the Customer as follows:

- a) one-off fee, if any: it is due upon confirmation of registration by the Customer to the Service.
- b) per-minute, hourly or daily fee:
 - a. In the case of the KINTO Share model it is due before the Single Rental Contract. In the case of the KINTO Share model, it is due before the Single Rental Contract. In the event of an extension of the booking by the Customer, an adjustment may be due at the beginning of the extension period of the Single Rental Contract. Unless otherwise specified by The Provider there shall be no refund of all or part of the hourly or daily rate in the event of early termination of the Rental Agreement.
- c) kilometer rate: it is due at the end of the Single Rental Contract;
- d) preferential rate (e.g. daily, weekly, monthly, weekend): it is due prior to the Single Rental Contract, except for possible adjustments for exceeding the limits of time, time period and/or km initially included; such adjustments will be calculated on the basis of the standard rate and charged at the end of the rental period.

8.2 The payments referred to in article 8.1 are made through the Stripe payment platform through the payment method chosen by the Customer and approved by The Provider. For further information on Stripe refer to the Privacy Policy.

8.3 The Customer accepts as of now that The Provider may charge the penalties foreseen by article 20 with the same method of payment foreseen by article 8.2.

8.4 In the event of non-payment a first free reminder will follow, on the due date of this reminder, interest will be payable at the reference interest rate referred to in the Act of 2 August 2002 on the outstanding debt, on the one hand and on the other hand, the principal amount due, including VAT will be increased by :

- (a) 20 euros if the balance due is less than or equal to 150 euros;
- b) 30 euros plus 10% of the amount due on the tranche between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;
- c) 65 Euros plus 5 % of the amount due on the tranche above 500 Euros with a maximum of 2000 Euros if the balance due is above 500 Euros as a compensation clause.

In the absence of immediate payment of the reservation or of the invoice on the due date by the Customers who are Companies, a 10% interest as well as a 12% fixed compensation on the invoiced

amount (with a minimum of 75 Euros) will be claimed by operation of law and without notice of default.

Article 9 - Booking, withdrawal, use and release of the Vehicle

9.1 The procedures for picking up, using and releasing the Vehicles are regulated and described on the Website and in the Regulations.

9.2 The Customer undertakes for each rental of the Vehicles to strictly comply with the provisions and rules in force "pro tempore" relating to the withdrawal, use and release of the Vehicles.

9.3 In the event of violation of the provisions foreseen by articles 9.1 and 9.2 above, The Provider reserves the right to exercise the faculties foreseen by articles 17 and 18 below.

Article 10 - Loss of documents

10.1 The loss of the registration book and/or other documents on board the car and/or the car key, if any, as well as their damage, will entail the charging of the Penalty foreseen in article 20, without prejudice to the right of The Provider to declare the contractual relationship terminated, pursuant to article 18.

Article 11 - Insurance and risk coverage

11.1 Coverage for the passenger

FORMULA PASSENGER - DRIVER OF THE VEHICLE

The following formula "Premium Basic" is applicable:

- Permanent disability: 25 000,00 €
- Death: 7 500,00 €
- Medical costs and expenses: 2 500,00 €

11.2 The insurance conditions may be requested from The Provider by writing to: support.share@kinto-mobility.be.

11.3 The Provider also provides risk cover for total or partial damage to the vehicle caused by Fire, Theft, Socio- political Event, Natural Disaster, with an Excess to be borne by the Customer.

All The Provider cars are covered via Allianz Global (Eurocare).

The Provider shall also provide cover for the following damage. Please see below:

Existing Toyota Eurocare assistance programme for new vehicles:

- Assistance in case of an immobilization due to breakdown, pilot error, puncture, theft or accident:

	< 50 km from home	+50 km from home	Abroad
Message service & advice	Yes	Yes	Yes

Repair on the spot	Yes	Yes	Yes
Towing	Yes	Yes	Yes
Hotel	No	Yes, max. 4 nights	Yes
Replacement vehicle	No	Yes, 3 days	Yes, for transport
Trip continuation or repatriation	No	Yes	Yes
Recovery of repaired vehicle	No	Yes	Yes
Driver	No	NA	Yes
Vehicle repatriation	No	NA	Yes, if not repairable within 5 working days

Complimentary additional assistance services (without limitation of km from home), object of this contract:

- 3 days of replacement vehicle without excess and without waiting period in case of an immobilization due to breakdown
- 30 days of replacement vehicle without excess in case of an immobilization due to accident, theft, fire or vandalism
- Taxi costs to pickup and/or redeliver the replacement vehicle

International assistance number: +32 2 773 61 82.

These guarantees replace all others of the former company cars' programme, object of the former contract between Mondial Assistance and Toyota Motor Europe.

11.4 It is understood that the beneficiary of the indemnities and/or compensation for damage to the Vehicle is by right The Provider; if the sums are paid to the Customer, the latter must pay them promptly to KINTO Share. The Provider will not be liable for any damages and will not cover any indemnities and/or compensation for damage to third parties and/or any driver's accidents.

11.5 With reference to the third-party liability insurance policy as per article 11.1, it is also understood that, in the event of a claim, the Customer undertakes to indemnify the Provider, holding it harmless, from actions, demands or claims by third parties in the event of the occurrence of any circumstance attributable to the Customer that renders the policy ineffective or that does not allow full compensation of damages to the person entitled.

11.6 The insurance conditions may be requested from the Provider by writing to support.share@kinto-mobility.be.

Article 12 - Refueling

- 12.1 The refueling is carried out by the customer. The Customer may also refuel at any service station if necessary. In this case, the Customer will report the refueling according to the procedures as described on the Website. The Customer will be reimbursed, upon presentation of appropriate proof, with Credits to be used through his account.
- 12.2 Any special rates agreed or the Provider of the service do not include the cost of fuel. The Customer therefore undertakes to return the Vehicle with the same level of fuel present at the beginning of the rental period, unless otherwise agreed.
- 12.3 The Customer is obliged to check the type of fuel needed for the Vehicle before refueling and cannot refuel the Vehicle with special or premium fuels. Otherwise the Provider reserves the right to charge the price differential to the Customer.
- 12.4 Penalties are foreseen in the case of damage to the Vehicle caused by the use of incorrect fuel, except for compensation for greater damage. The costs of assistance and eventual restoration of the car will be charged to the Customer.
- 12.5 Any abuse on the part of the Customer, resulting from an objective verification of the actual refueling (liters put into the car) compared to what was requested, may be sanctioned with the termination of the Contract, pursuant to Article 18.

Article 13 - Vehicle Damage, Total Theft and Robbery

- 13.1 In the event that the insurance covers referred to in article 11.2 above are inoperative, the Customer shall be liable for any damage caused to the Vehicle:
- by fraud or gross negligence of the Customer;
 - in the event that the Customer himself has determined or facilitated the theft due to fraud or gross negligence;
 - for events not communicated at the end of the rental period or;
 - in the event of failure to comply with the procedure set forth in article 15.1.
- 13.2 The occurrence of such hypotheses is subject to the right of the Provider to declare the contractual relationship terminated, pursuant to article 18.
- 13.3 In the event of total theft, robbery of the Vehicle, act of vandalism, fire and/or socio-political event, the Customer is obliged to:
- contact the Provider Customer Service immediately;
 - promptly report the event to the competent authorities;
 - promptly send the Provider a copy of the report;
 - in any case, send the original of the report within and not later than 24 hours from the date of the event (or from the moment in which he/she became aware of it).

13.4 The Provider reserves the right to claim against the Customer in the case in which the Customer has determined or facilitated one of the cases listed in point 13.2. for malice, blame, carelessness or negligence charging him, as compensation for damages for non-fulfilment or irregular fulfilment, an amount equal to the Yellow Eurotax value at the moment of the theft.

13.5 In the hypothesis of article 13.3, the Provider may debit, by way of compensation for damages for non-fulfilment, an amount equal to the commercial value of the Vehicle at the time of the theft.

Article 14 - Financial penalties

14.1 The Customer is responsible for violations of the rules relating to the circulation and use of the Vehicle and for the payment of fines and penalties relating thereto. In such circumstances, the Customer will be obliged to pay the penalties foreseen by article 20 and to sustain all the charges and costs deriving from the aforementioned violations (including all possible costs of recovery, towing and storage of the Vehicle), fully releasing The Provider from any claims by third parties. Please note that the fines received to the driver identified of using the car at the time of the event for payment are for the Customer. For overseas (ex Netherland) fines when the country law required that the owner of the car make the payment, we may pay the fines and request a reimbursement from the driver identified of using the car at the time of the event.

14.2 In the hypotheses foreseen by article 14.1 The Provider may, also through its trustees, communicate the personal data of the offending client to the competent Authority, so that the same Authority may provide for the re-notification of the relative reports foreseen by the Road Rules Code. In the latter case, it will be the Customer's responsibility to promptly inform the Provider the sanction or of the start of legal proceedings to challenge the sanction itself, without prejudice to all rights of the provider.

14.3 For the processing of the notifications referred to in the preceding Art. 14.2, the Provider will charge the Customer a fee, the amount of which is equal to that indicated in Art. 20.

14.4 In the event of breach by the Customer of the obligations referred to in this article, may suspend or declare the contractual relationship terminated, in accordance with the provisions of article 18.

Article 15 - Accident or breakdown of the Vehicle

15.1 In the event of claim or damage to the vehicle, the client must immediately notify the Provider (which will provide for the timely forwarding of the information to the Insurance Company and the other rightful claimants), following the conditions and procedures foreseen in the insurance policies as per article 11. The operative procedure as well as the relative definitions foreseen in the insurance policies are described on the Website and/or another electronic instrument made available by the Provider

15.2 In any case, the Customer must promptly notify the Provider if the claim is of considerable gravity and result in personal injury and/or death.

15.3 In the event of breach by the Customer of the obligations as per this article, the Provider may suspend or declare the contractual relationship terminated, pursuant to article 18.

Article 16 - Return of the Vehicle

16.1 The Customer returns the Vehicle at the end of the rental period, at the place of release indicated at the time of booking, or within an authorized service area (. In both cases, the Customer must store the keys of the vehicle, if any, in one of the compartments of the vehicle itself (e.g. glove compartment.)

16.2 During the rental period, the Customer undertakes to protect and safeguard the rights of . For this effect, in case of seizure, confiscation and/or loss of possession of the Vehicle, the Customer will give timely written communication to KINTO Share

16.3 In case of delayed or failed return of the Vehicle and without prejudice to any other action, the Customer will be obliged to pay the Provider a sum as penalty, as described in article 20.

16.4 The right of the Provider to terminate the contractual relationship, pursuant to art. 18, is also reserved.

16.5 The Customer acknowledges that the failure to return the vehicle will be followed by filing a criminal complaint against the Customer. Without prejudice to all other rights that the Provider can exercise to recover their property.

Article 17 - Suspension of the Contract

17.1 The Provider may also suspend the Customer's right to access the Service. The exercise of such right by KINTO Share sult of the Customer's breach of the obligations arising from the Contract.

17.2 The suspension is not alternative to the right of the Provider to avail itself, where applicable, of the express termination clause in the event of serious breach by the Customer as set forth in article 18 below.

17.3 The suspension of the Service does not imply a waiver of the Provider's right to avail itself of the remedy of termination due to the Customer's non-fulfilment as set forth in art. 18 below or of the withdrawal as set forth in art. 2.6 above.

Article 18 - Termination of the Contract. Termination of the Service

18.1 Cases of serious non-performance;

In cases of serious non-performance the Provider will have the right to terminate the Contract in accordance with Belgian civil law, (without prejudice to compensation for further damage), by giving simple written notice by registered letter with return receipt or by e-mail PEC, these cases are amongst others:

- a) the Customer turns out not to be in possession of a driving licence and/or a document equivalent to it pursuant to art. 5;
- b) the Customer does not communicate the suspension, revocation, withdrawal or unavailability of the License according to Art. 5.3;
- c) the Customer uses documents and/or credentials that are false or in any case cannot be traced back to the Customer when registering for the Service and/or booking the rental;
- d) the Customer does not fulfil even one of the obligations relating to the conditions of use of the Vehicle as governed by Articles 6, 9.1, 9.2, 15.1 and 15.2;
- e) the Customer fails to pay the consideration referred to in Article 8 or the penalties referred to in Article 20;
- f) loss or damage and/or cast of the key, the registration certificate and/or other documents on board the Vehicle pursuant to Art. 10;
- g) theft and/or damage to the Vehicle in the cases provided for in Articles 12 and 13;
- h) violation of the obligations under Art. 14;
- i) failure to return the Vehicle in the cases provided for by articles 16.3 and 16.5.

18.2 Termination of right shall entail the loss of the status of Customer and the deactivation of the unique identification code with the automatic dissolution of any consequential relationship and connected to the Service.

18.3 The Provider has the right to unilaterally cease to provide the Service, at its own unquestionable judgement and without giving the Customer the right to any indemnity and/or compensation of any kind. In this case, KINTO Share must adopt appropriate forms to allow 15 (fifteen) days' notice (by way of example, communication by email, notice on the Website, communication by PEC, etc.).

Article 19 - Exemption from liability

19.1 With the exception of cases of willful misconduct or gross negligence on the part of the Provider, the latter is not liable for direct or indirect damage of any kind that the Customer or third parties may suffer in any way as a result of the Service.

19.2 Furthermore, any liability of the Provider for the total or partial non-fulfilment of the obligations assumed due to force majeure is excluded, such as (by way of example and not limited to): acts of the State and Public Administration, acts of Public Authority, natural events, riots, strikes and disturbances.

Article 20 - Penalties

20.1 The Provider reserves the right to apply to the Customer the penalties indicated in the specific annex "Penalties", upon the occurrence of the cases envisaged and regulated in the General Contractual Conditions.

20.2 Failure to pay the Penalties may entail suspension and/or termination of the Contract pursuant to Article 18 and the relative amounts shall be recovered by the Provider in accordance with the law.

Article 21 - Disputes and Applicable Law

21.1 The Contract is governed by Belgian law.

21.2 The Provider and the Customer expressly agree that - unless the Customer is a consumer pursuant to Legislative Decree no. 206 of September 6, 2005 ("Consumer Code") - the Court of the registered office of the Provider shall have exclusive jurisdiction over any dispute arising from this Agreement.

21.3 If the Customer is a consumer, the Court of the place of residence or domicile elected by the Customer in the Belgian territory shall have exclusive jurisdiction.

Article 22 - Miscellaneous

22.1 Tolerance on the part of the Provider in the event of non-fulfilment by the Customer of any of the provisions of this Contract shall not constitute or be interpreted as tolerance of subsequent contractual non-fulfilments committed by the same Party.

22.2 The possible nullity and ineffectiveness of one or more clauses of the Contract, also deriving from modifications to the regulations in force, introduced by State and European Union norms, does not affect the validity of the Contract as a whole.

22.3 In such case, the Provider shall endeavor to replace said clause within the Contract, to comply with the mandatory rules of law.

Article 23 - Processing of personal data

23.1 In the provision of the Service, the Provider will collect information from the Customer that, pursuant to the European Regulation 2016/679 of 27 april 2016 on the protection of natural persons with regard to the processing of personal data represents personal data. The Customer acknowledges and accepts the privacy notice that is published on the Website. The Customer accepts that the privacy notice can change from time to time and will be published on the Website.

Article 24 - Communications

24.1 Unless otherwise agreed, any communication regarding the contract (notices, communications, notifications and payments) must be made to

The Provider KINTO

Share Service

Bourgetlaan, 60, 1140, Evere

E-mail address: support.share@kinto-mobility.be

Tel: +32 800 29 485

Article 25 - Assignment of the Contract

25.1 The Provider may assign part or all of the credits, rights and guarantees deriving from the Contract by giving notice to the Customer in accordance with the law.

25.2 The Customer hereby consents to assigning the contractual position to another company of the Toyota Group, this transfer will be promptly communicated to the Customer.

25.3 The Customer may not assign the contract or any of the obligations and/or rights deriving from it, without the prior written consent of the Provider.

25.4 The Customer declares acceptance of these General Contract Conditions by proceeding with registration for the Service through the App or Web Portal, clicking on the appropriate box during registration (or subsequently in the case of updates through publication in the App). Acceptance is recorded by the KINTO Share platform.

25.5 The Customer, after having read the present conditions that regulate the relationship to fully accept and specifically approve the clauses of Articles: 2.2, 4.5, 5, 6.9, 6.10, 7.7, 8.3, 8.4, 9, 10, 11, 12.7, 13, 14, 16.3, 17, 18, 19, 20, 21 and 24.

Fees and Registration

Service membership

Registration	No fees
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KINTO Share fares

Fare values may vary depending on location and fleet size. All updated values are available on the Website and on our faqs.

Penalties

Administrative management	Charge
Events	
Handling of each and every fine, administrative sanction, court expense or other expense imposed by law on the Provider services, if deriving from the use of the Vehicle.	€ 25
Management of non-payment of tolls (e.g. motorways and ring roads).	€ 25 + the cost of not paying the toll
Differences between pre-authorized and refueled fuel.	€ 25
Reactivation of account, e.g. following suspension for expired license, suspension for non-payment, etc.	€ 10

Claims management	Charge
Events	
Failure to report damage to the vehicle (including any accessories)	€ 100
Misfuelling (e.g. diesel instead of petrol)	€ 500
Damage or loss of vehicle documents	€ 50
Loss of or damage to vehicle accessories (e.g: card key holder)	€ 300
Damage to glass	€ (stop loss coverage without deductible)
Kasko and driver liability claims	€ (stop loss coverage without deductible)
Acts of vandalism	€ (stop loss coverage without deductible)
Fire and theft	€ (stop loss coverage without deductible)

Operations	Charge
Events	
Request for recovery and return of objects left in the Vehicle	€ 50 + shipping costs if applicable
Roadside assistance for damage caused by the customer, with or without a counterparty (e.g. driving under the influence)	€ 100
Roadside assistance for damage caused by the Customer, with or without counterparty (e.g: driving under the influence)- outside the country	€ 350 deductible (franchise)
Failure to return after request by Customer Service	€ 100 for each day of delay

Improper use	Charge
Events	
Driving the vehicle by a person who is not a family member or close relative of the customer who made the reservation	€ 100

Vehicle returned in a clean condition other than that in which it was found	€ 100
Failure to comply with the ban on smoking inside the vehicle	€ 100
Animal transport	€ 100
Lights, glass and/or doors left on/open	€ 100 + charge for any damage
Leaving the vehicle running or without correctly completing the return procedure	€ 100
Release of the vehicle later than the booking deadline	€ 50
Unauthorized travel abroad (outside EU and Turkey)	€ 1000
Parking the Vehicle in a no-parking zone or outside the spaces allowed for the service or causing obstruction with or without removal of the vehicle (in the absence of authorization from Customer Services)	€ 250 + vehicle removal, storage and recovery costs
Parking in private and covered/underground spaces	€ 250
Any sum sustained by The Provider deriving from recovery of the vehicle, or in any case any sum sustained by KINTO Share due to derisions by the user, if not falling within the hypothesis of parking in a no-parking zone or outside the permitted spaces	The sum that was due to recover the vehicle

Article 26 – Driver's license

26.1 All EU (European Union), EEA (European Economic Area), UK (United Kingdom), Switzerland category B driver's license are accepted. Please note that it's the responsibility of the customer to make sure that he/she complies with the law requirements.

26.2

International driver's license holders:

Non-EU/EEA/Swiss driver's licenses are valid for 6 months from first entry in the EU/EEA/Switzerland. You may be asked to provide additional documentation to validate your license:

A certified translation of your driver's license (or an International Driver's Permit)

Your passport

Proof of address in Belgium

Proof of date of entry into Belgium(e.g. boarding pass, entry visa, proof of residence)

Your driver's license must have been valid for at least 1 year

The International Driver's Permit is valid as long as it authorizes you to drive in European countries including Turkey. However, the IDP is not a substitute for your original driver's license. You should still have your passport and your original driver's license with you while driving.

Exceptions: Our KINTO Share cars will not be allowed to be used in the following countries: **Albania, Bosnia and Herzegovina, Israel, Macedonia, Morocco, Moldova, Montenegro, Russia, Serbia, Tunisia, and Ukraine.**

26.3 Provisional driver's license holders

26.4 Provisional driver's licenses for category B are accepted. However, we do require that customer provide a certificate of competence after completing 20 hours of driving license lessons.