



TERMS OF SERVICE

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1. Rental price / usage fee

Unless otherwise agreed, the current price list of EZY GmbH always applies. The company EZY GmbH adheres to the prices given in their offer 14 days bound, in addition, it requires a new agreement. If wages, material costs or market prices rise thereafter until the performance of the service, the contractor is entitled to increase the price reasonably in accordance with the cost increases. All prices are, unless otherwise stated, in EURO and include VAT. Additional services will be charged extra. Of the Rental price is based on the vehicle category booked in each case and consists of a base rental price, any additional miles, fees for additional drivers, special services and any location surcharges. Special services include, in particular, one-way charges, refueling and fuel costs, service fees, accessories and extras (eg child seat, snow chains, navigation device etc.) as well as delivery and pick-up costs. Special rates apply only to the terms and conditions specified by EZY GmbH and for the period offered and require, in addition to the payment of the special rate at maturity, that the contractual commitment for the agreed rental period and / or the agreed terms. Otherwise, the special tariff does not apply for the entire rental period, but the normal tariff.

2. Rental period

The rental period relevant for the calculation of the rental price begins with the day and time of the contractually agreed on commencement of the lease and ends, even with early return of the vehicle, with its agreed end. Daily rentals cover 24 hours, weekly rentals run for over 7 calendar days, and monthly rentals are calculated as 4-week rentals, which includes 28 calendar days. Telephone lease extensions are considered as verbally agreed additions to the lease and are valid only with the consent of EZY GmbH or its employees.

3. Payment / due date / collection costs

The rental price is due at the beginning of the rental period and by telephone or written lease renewal at the beginning of the respective rental extension. If the agreed rental period exceeds a period of 28 days, the rent is payable in periods of 28 days and at the beginning of each period. A rental extension is considered the beginning of a new billing cycle. A compensation to be paid is due each day in arrears. In the case of accident-replacement car rental, EZY GmbH grants the renter a deferral of the rental price for the rental period, but not more than one month's rent, if at the beginning of the rental period either a legally binding declaration of a rental car insurance by a third-party liability insurer is present or the renter issues a security

assignment of his claims for compensation against the foreign motor liability insurance and the injured party. If a down payment is agreed upon and paid for the expected rental final price when rented, the remaining amount shall be deemed as deferred until the end of the rental period, but not later than the end of a period of 28 days. If, in the event of default by the lessee, the commissioning of an authorized collection agency is required, the customer shall bear the costs incurred within the scope of the statutory fees of a lawyer, unless he was visibly insolvent or unwilling and has otherwise raised no objections to the reason for the claim.

The rental price may be charged by bank transfer, credit card or prepayment. Exceptions are only orders for which a different written agreement has been made in advance. For a larger order, the client commits to pay a deposit of 50% already at the time of order. At the beginning of the lease, the other 50% accrue when the contract is drawn up. Invoices are to be paid without deduction by bank transfer to one of the bank accounts specified in the invoice or, if present, collected by the company EZY GmbH via the credit card immediately. The method of payment direct debit from the customer account is possible from at least 25,- Euro upon presentation of a valid debit card, credit cards are accepted as a means of payment depending on the credit card provider. Cash payments are not allowed, advance payment for new customers from abroad the rule. The payment shall only be considered as soon as EZY GmbH can dispose of the requested and invoiced amount. If the contractual partner defaults in the case of "payment by invoice", EZY GmbH shall be entitled to charge interest on the outstanding amount at the interest rate charged by the commercial banks for open overdraft facilities at the end of the 14-day payment period. In the case of chargebacks and other late payments caused by the customer, the return debit notes calculated by the respective bank / credit institution will be charged in full to the customer. For reminders, the contractor will charge a reminder fee of EUR 5.00 for dunning level I and a reminder fee of EUR 5.00 for required dunning level II. In the event that the contracting party does not meet its payment obligations, the company EZY GmbH is entitled to make the entire remaining debt due and demand advance payments or securities. Furthermore, the company EZY GmbH is entitled to withdraw from all contracts in the event of default of the customer.

4. Credit card payment & SEPA direct debit

The tenant authorizes EZY GmbH and its authorized collection agent irrevocably to debit the rental car costs owed from the contractual relationship and all other claims related to the rental agreement from the credit card presented at the time of conclusion of the rental agreement or subsequently or referred to in the rental agreement or to collect them using the agreed SEPA direct debit. A processing fee of 45.00 euros plus VAT applies to reversals of SEPA direct debits. EZY GmbH reserves the right to carry out credit checks by Creditreform.

5. Invoice

The lessee agrees revocable at any time that EZY GmbH may send him invoices as a pdf file to the e-mail address otherwise specified by him (§ 14 para. 1 sentence 7, 8 UStG). A contradiction has effect only for future bills. If EZY GmbH chooses this form of invoice and the renter has not objected, the renter waives his right to receive an additional invoice in paper form. The customer is responsible in this case that the e-mail account specified by him is valid and that e-mails can be received at the e-mail address provided by him. An invoice electronically sent as a pdf file shall be deemed to have been received, if it enters the sphere of influence of the recipient (e-mail inbox) in such a way that the latter, upon acceptance of ordinary circumstances, has the possibility of becoming aware of it.

6. Security

In the absence of any other agreement, the renter is obliged to provide security for the fulfillment of his deposit at the beginning of the rental period and at each renewal of the lease. As a deposit falls a sum of money in the amount of three times the respectively owed rent plus any other agreed fees and plus the statutory VAT, at least however in the amount of EUR 400.-, on. If more than one month's rent has been agreed, the maximum security is three times the monthly gross rent. For vehicles of the middle, upper or luxury class, EZY GmbH is entitled to demand a higher minimum safety performance of up to EUR 5,000.-. Instead of a cash deposit, a security deposit is also possible via a debit entry of a valid credit card accepted by the EZY GmbH and issued to the renter. Instead of charging the renter's credit card, EZY GmbH may charge an amount in authorize the amount of the security deposit for later debit. EZY GmbH is not obligated to pay the security or to keep it separate from its assets. EZY GmbH can assert its claim for security even during the lease. In this case, the security deposit will be due upon receipt of the request for payment.

7. Documents to be provided when renting

When the vehicle is handed over, the renter or the authorized driver must present an inland driving license, which is required for driving the vehicle, as well as a valid identity card or passport with an original registration certificate. Appears for the tenant, a representative, this has to submit in addition to the aforementioned identification documents of the tenant and his own next to a written power of attorney. The power of attorney form is dispensable, as far as its power of representation results from a public register and instead an officially or notarized register extract, which is not older than 3 months, is submitted. If the representative acts legally or under a mandate for a legal entity or a company or a corporation with its own legal personality, the obligation to present identification documents of the lessee ceases to exist; in the case of arbitrary representation, the identity documents of the respective authorizing body must be submitted instead. In the case of online bookings, the hirer must also present a valid credit card issued to him (MasterCard, AMEX, VISA-Card). If the aforementioned documents and / or means of payment are not available when the vehicle is handed over, EZY GmbH or its employees shall be entitled to withdraw from an already concluded rental agreement; Claims of the renter for non-performance are excluded in this case.

8. Reservations

Regulations are only binding for vehicle categories and not for vehicle types (§ 311 BGB). 19 minutes after the time, no reservation binding of EZY GmbH anymore. EZY GmbH is the only one that can hold the vehicle for the customer for up to 24 hours from the combined pick-up date. Up to 48 hours before the start of the rental period, a change to the reservation booking is required for a transfer fee of EUR 30.-. VAT possible. In the case of a collection date (so-called no-show), EZY GmbH shall be entitled to claim compensation in the amount of the gross rental price for the reserved rental period plus statutory VAT. Otherwise to be removed, for a maximum of three rental days, unless the tenants have no fees incurred by EZY GmbH. A provided pre-payment can be offset against the damages. An overpayment will be refunded internally from 10 days.

9. Vehicle takeover

The renter will be given the vehicle with a full fuel tank and, as far as vehicles are equipped with an AdBlue® tank, a full AdBlue® tank. The renter and / or the driver are obligated to inspect the taken over vehicle independently on the existence of the agreed tank level, the current mileage and with the usual care recognizable damage outside and inside and have, as far as such, together with the EZY GmbH or its employees for their correct inclusion in a handover protocol. The renter and / or the driver can of the EZY GmbH and its employees require the vehicle to be relieved of any dirt and / or snow residues that might obstruct the view. The hirer is obliged to immediately report any subsequent complaints of the handover protocol EZY GmbH to report. In such a case, EZY GmbH can request the immediate demonstration of the vehicle for inspection, as far as it is ready to drive and safe for traffic, at the nearest branch. EZY GmbH owes compensation for the demonstration only in the case of justified complaint and of its own fault.

10. Vehicle return / contractual penalty

The vehicle must be returned for the date stipulated in the contract at the EZY GmbH station stipulated in the contract or at the place agreed otherwise, unless the return date has been extended prior to expiry by telephone or in writing by agreement with EZY GmbH. A return of the vehicle is only present when the EZY GmbH has obtained the possession of the vehicle and the vehicle key, unless the renter has made the return impossible (eg in case of theft). A key-insertion into the vault outside the opening hours does not constitute a proper vehicle return and the renter is released from his obligations only when the EZY GmbH has inspected the vehicle when opening the branch. The driver to whom the renter willingly leave the vehicle for useis, with regard to the return obligation, the vicarious agent of the Lessee. If the return obligation is violated, several tenants are jointly and severally liable. The renter is obliged to pay the vehicle at the end of the rental period at the agreed place with a completely filled Fuel tank and, as far as vehicles are equipped with an AdBlue® tank, return with full AdBlue® tank. If the renter does not comply with the refueling obligation, will EZY GmbH shall invoice the renter for the refueling of the vehicle and for fuel and, if applicable, AdBlue®, the charges according to the tariffs applicable at the time of rental and available at the rental station, unless the renter proves that there are no or no charges for refueling Costs are incurred. Upon return, the renter and / or the driver, together with the EZY GmbH or its employees, must ensure that a return protocol is drawn up and that the application is carried out with the customary care of any identifiable damages. A person entrusted with the return by the renter acts as his vicarious agent. The renter can, in the event of vehicle return during business hours, require a separate written confirmation of receipt from the establishment confirming the condition of the vehicle with regard to visible damage, tank level, date and time of return. If the return date is exceeded by more than 59 minutes, also through no fault of one's own responsibility, the tenant is obliged to pay compensation for use of one day's rent (normal rate) per commenced day, unless the EZY GmbH has the late return. The renter has the proof that EZY GmbH has not incurred any or a significantly lower amount of damage. If the renter continues to use the vehicle after the agreed rental period has expired, whereby the non-returnable return is not covered outside the opening hours, the rental agreement shall not be deemed tacitly extended. If the vehicle is returned to a place of business without a prior agreement, outside of its opening hours, which are posted in the business premises of EZY GmbH, even in the case of the possible dropping of car keys or papers into a night safe- not on one parked against unauthorized access to the station, the lease is extended until the opening of the return station. In this case, the vehicle inspection and the creation of the return protocol by the EZY GmbH only at the beginning of business hours on the next working day. The renter is responsible for his participation in the visit. If the vehicle is returned by the renter in a responsible manner to a place other than the contractually agreed, he has to pay a contractual penalty in the amount of the difference between the rent

agreed for the rental period and the one-time normal rate for the rental period. EZY GmbH is entitled to claim further damages in accordance with the statutory provisions in this regard. On the total damage is then the to charge a contractual penalty.

11. Use of the vehicle / repairs

The renter agrees to use the vehicle only in the contractually agreed manner, in particular

- to familiarize oneself sufficiently with the dimensions of the vehicle before departure, in order to be able to comply properly with headroom and pass-by restrictions,
- check before departure that the vehicle is in a roadworthy condition,
- to observe all relevant regulations and technical rules as well as the operating instructions, in particular to refuel the prescribed fuel,
- to find out about the toll of the vehicle when using toll roads,
- Regularly check that the engine oil level is sufficient to additionally check that the AdBlue® tank is always adequately filled on vehicles with an AdBlue® system, as well as to observe any inspections due,
- to keep the vehicle properly closed in all its parts, as long as it is not in use and to leave it, to engage the steering wheel lock, to take the vehicle keys and documents and keep them out of the reach of unauthorized persons and to secure the car from falling downhill,
- to secure cargo properly and in accordance with legal provisions against slipping, as well as
- treat the vehicle gently and professionally.

If the odometer fails, the renter must notify EZY GmbH immediately. In the case of technical warnings of the on-board computer of the vehicle, the renter must immediately ascertain the possibility of a safe further commissioning of the vehicle and doubt to disable the vehicle before damage occurs. EZY GmbH is to be informed immediately by a decommissioning that is technically and legally required.

In particular, they are prohibited

- commercial passenger transport, unless expressly approved in writing by EZY GmbH;
- the use of the vehicle for test purposes and participation in these motorsport events. This includes driving on non-public circuits which are open to the general public;
- Driving under the influence of alcohol, the extent of which is basically capable of impairing the driver's ability to drive ($\geq 0.3\%$);
- The sublease not previously permitted by EZY GmbH
- the transport of dangerous substances in the sense of the dangerous goods regulation road and railroad (GGVSE)
- the surrender to drivers who do not hold a valid driving license or who, unless contractually permitted, do not have the minimum age allowed and / or do not have the minimum duration of driving license ownership (item 13)
- the other misuse of the vehicle.

Foreign trips are prohibited and require the prior written consent of EZY GmbH. Excluded from the ban are trips to Switzerland, Liechtenstein, Spain (excluding African exclaves Tangier and Melilla), Andorra, Gibraltar, Portugal, France, Great Britain, Ireland, Netherlands, Luxembourg, Belgium, Norway, Finland, Sweden, Italy, San Marino, Austria, Vatican and Denmark. The head of the branch is authorized to grant written consent. Here, we always point out that breakdown assistance by EZY GmbH is not available abroad. In the event of a breakdown or an accident, the hirer must at its own expense for the repair and repatriation of the vehicle to the branch in which the vehicle was rented, including all incidental costs. The tenant releases the EZY GmbH

from all costs in connection with a trip abroad when the contract is signed. The renter must observe the traffic regulations and the toll duties. He shall indemnify EZY GmbH against all claims that may be asserted as the holder of the vehicle due to traffic or toll breaches by public authorities or other bodies in connection with such infringements of the vehicle (eg fines, administrative fees, towing costs). If the EZY GmbH is claimed as a result of a traffic or toll violation committed during the rental period, or if for this reason their hearing takes place, the hirer has to pay EZY GmbH for the processing of inquiries 20,- plus statutory VAT to pay, unless he proves a much lower cost. EZY GmbH is not obliged to file appeals against its claim. The lessee shall indemnify EZY GmbH against all claims, taxes (including interest, late payments and other expenses) ancillary claims), costs, fines and custodial charges, which the authorities assert against EZY GmbH in respect of a breach of the obligation to pay the applicable motor vehicle tax or for non-refueling of the AdBlue® tank. The hirer is responsible for the leasing of the vehicle to an authorized driver on his own responsibility and in a reasonable manner check intervals to see if they are in possession of a valid driving license that entitles them to drive motor vehicles of the rented class. For this he has to exhaust all available possibilities and to collect the necessary inquiries. If the lessee does not become aware of the absence of a driver's license by the driver without his own fault, he will immediately have further use of the vehicle by the lessee to prevent. If a repair is necessary during the rental period without fault of the lessee to ensure the operation or the traffic safety of the vehicle, the lessee is entitled to a contract workshop up to the net cost of EUR 50,-, however, due to major repairs only with the prior consent of EZY GmbH instruct. The repair costs are borne by EZY GmbH, unless the renter is liable for this. The renter undertakes to comply with a vehicle inspection at any time as well as a document request by EZY GmbH or a third party named by it and to actively participate in this by providing the requested data (e.g. pictures of the vehicle for a fleet check) via upload link or e-mail. In the car subscription rental model, the renter is also obliged to provide the actual mileage for billing on a monthly basis- upon request by EZY GmbH or a third party named by it.

12. Management authorization

The vehicle may only be driven by the renter or corporate clients of the renter specified in the rental contract and employed by the renter on his behalf, provided that they meet the requirements of the EZY GmbH in the general terms of minimum age and duration of the driving license possession (if for certain vehicles no increased requirements are set, the minimum age is 21 years, the minimum duration of the driving license possession 2 years). If the vehicle is driven by other than the aforementioned persons, an additional fee will apply to each additional driver. The same applies if the vehicle is driven by a driver of the prescribed minimum age and / or minimum length of driving license ownership in accordance with the terms and conditions not achieved (Young Driver Fee). The applicable fees can be requested directly prior to reservation by phone or at the branch office. The drivers are vicarious agents of the renter. In the event of transfer of the vehicle to a third party, the renter is liable in any case for compliance with the provisions of this contract by the latter and for the behavior of the third party as well as for his own Act. At the request of EZY GmbH, the renter is obliged to disclose the name and address of all drivers of the vehicle during the rental period, unless these are already mentioned in the rental agreement.

13. Behaviour in the event of accidents and other damage / obligations

After every third-party or self-inflicted accident (even without the participation of third parties), theft, fire, wild collision or other damage with the rental vehicle, even if the latter is small, the renter and / or driver is obliged:

- immediately notify EZY GmbH in advance by telephone (standby service day and night) and to coordinate the further use of the damaged rental vehicle.
- immediately inform and call the police; in particular to report the damage in case of telephone inaccessibility of the police at the nearest police station. If the police refuse to take an accident, the renter must submit a written confirmation to the police.
- to record the names of the persons involved in the accident and the license plates of the vehicles involved in the accident, including their liability insurance and associated insurance certificate number, as well as persons who qualify as witnesses to ask for their name and address.
- to inform EZY GmbH promptly and comprehensively about the occurrence of the accident and to sign an accident report that has been duly and truthfully filled out for EZY GmbH.
- to take all measures that are reasonable and possible within the scope of what is reasonable and possible to clarify the event of damage and the preservation of evidence, in particular to answer truthfully and promptly the questions of EZY GmbH regarding the circumstances of the damage event.

In the event of vehicle theft, the renter / driver is obliged to hand over the vehicle keys and documents to the police or the nearest branch of EZY GmbH without delay. Furthermore, the renter undertakes not to make any acknowledgment of fault (neither verbally nor in writing), nor to make any comparisons concerning the claims for damages of EZY GmbH have to agree and not to commission towing and repair services or similar without the prior consent of EZY GmbH.

14. Liability of the renter

In case of damage to the rental vehicle, loss of vehicle and breach of contract, the lessee is liable according to the general liability rules. If the lessee agrees to a liability reduction based on the principle of a comprehensive insurance, and the lessee has paid the fee owed at maturity, the lessee and the eligible drivers included in the scope of the contractual liability reduction are liable up to the amount of the agreed deductible per claim. EZY GmbH shall indemnify the aforementioned persons according to the principles of a comprehensive insurance with the agreed deductible plus a lump sum of EUR 30.00 plus VAT. The deductible per claim, which has to be borne by the tenant, is mentioned in the lease. If the renter / driver caused damage by gross negligence or if damage covered by the third-party liability insurance for a vehicle belonging to EZY GmbH was caused by gross negligence or a contractual obligation to be fulfilled by the renter or driver was grossly negligent EZY GmbH is entitled to claim the liability of the debtor in proportion to the extent of the negligence beyond the agreed liability reduction, except in the case of a breach of duty, the accusation of action or reproachable omission was neither for the occurrence of the claim nor for its establishment or its extent causative. This restriction does not apply if the obligation was fraudulently violated. In the case of intentional action or omission, the reduction of liability shall cease, subject to the aforementioned restriction in the case of infringement of obligations wholly. The reduction of liability ends upon expiry of the contractually agreed rental period and in the event of extraordinary termination of the rental contract upon receipt of the notice of termination. Without prejudice to all other claims, the hirer is therefore fully liable for all damages that occur after the expiry of the agreed rental period or after receipt of the termination of the rental agreement.

The retroactive agreement to reduce liability is excluded. Brake, operational, and pure breakage damage are not accidental damage and therefore not covered by the liability reduction.

These include in particular

- damage due to insufficiently secured cargo,
- damage due to faulty operation or incorrect refueling,
- damage caused by or loss of vehicle keys or accessories,
- tire and load damage,
- damage to vehicle parts which occurs outside of their predetermined function, service life and type of use as a result of culpably improper use; These include, among the aforementioned conditions, in particular clutch and engine damage (so-called violent damage).

The lessee and his vicarious agents are liable even with agreed liability reduction without limitation for during the rental period if you committed violations of legal provisions, especially traffic and regulatory regulations.

15. Liability of the EZY GmbH

The EZY GmbH is liable- except for personal injury- for damage to the lessee, regardless of what facts or for what legal reason (eg default, breach of contract, tort, fault at contract), especially with regard to any consequential damage and claims of third parties, only in the case of intentional or grossly negligent acts of EZY GmbH or one of its vicarious agents in accordance with statutory provisions. In case of breach of essential contractual obligations or injury to life, body, health there is also liability for slight negligence.

The claim for damages for breach of essential contractual obligations is limited to the contractually typical, foreseeable damage. The liability for slight negligence in the latter case is limited in amount to twice the rent agreed for the rental period agreed upon conclusion of the contract, unless the lessee proves that upon conclusion of the contract for EZY GmbH a higher contractual typical damage was foreseeable, with regard to which insurance cover is unusual and can not be reasonably obtained for the tenant. The EZY GmbH is not obligated to the safekeeping of objects, which left the tenant with return in the vehicle.

In that regard, it is also liable only for intent and gross negligence.

16. Insurance

The insurance cover for the rented vehicle covers a liability insurance with a max. cover amount of EUR 100 million flat rate, max. EUR 12 million per injured person. A comprehensive insurance does not exist.

17. Termination

Both parties can terminate a rental agreement for cause without notice.

An important reason for a termination by the EZY GmbH applies in particular

- a significant deterioration in the lessee's financial circumstances, or
- an unauthorized, even temporary, transfer of the vehicle abroad, or
- a grossly improper and / or improper use of the vehicle, or
- A culpable caused by the renter and / or driver, considerable damage to the rental vehicle, or
- if the renter is in arrears with the payment of the due rent in full or to a not inconsiderable extent at least 7 days, or

- is at least 3 days in arrears with the payment of the security amount due after the commencement of the lease or the renewal of the lease, in full or to a not inconsiderable extent, or
- upon a reasonable request made by EZY GmbH under reasonable deadline and specification of reasons and entitled, does not grant EZY GmbH the opportunity to visit the vehicle despite its reasonableness, or
- if the renter and / or his vicarious agent:
 - has deliberately made false or incomplete information about the driver's own or the driver's information, or
 - has unlawfully concealed or attempted to conceal any damage caused to the rental vehicle, or
 - has culpably violated the regulations on the use of motor vehicles in road traffic.

If there are several leases between EZY GmbH and the lessee and EZY GmbH is entitled to terminate a leasing contract for good cause without notice, it may also terminate the other leases extraordinarily without notice, if it also maintains the other leases due to grossly wrongful conduct the renter is unreasonable. This shall be refuted, in particular, if the lessee culpably failed to fulfill his vehicle return obligation or did not meet it within the stipulated period. If EZY GmbH terminates one or more leases extraordinarily, the lessee is obligated to immediately return the vehicle (s) together with vehicle documents, all accessories and all vehicle keys to EZY GmbH.

18. Other provisions

The lessee can declare an offset against claims of EZY GmbH only with undisputed or legally established claims.

19. Privacy

The contractor collects, processes and uses operating and personal data in accordance with the statutory provisions. The customer expressly agrees to the collection, processing and use of his personal data (Art. 6 GDPR).

20. Choice of law

The law of the Federal Republic of Germany applies to these business relationships and the entire legal relationship between EZY GmbH and the contracting party. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is the court responsible for the place of business of EZY GmbH.

21. Severability clause

If any provision of the contract or these terms and conditions or a future provision be wholly or partially invalid or unenforceable or later lose their legal validity or feasibility, so shall the validity of the remaining provisions shall not be affected. The same applies insofar as it should turn out that there is a regulatory gap. The parties agree that, instead of the invalid or unenforceable provisions or to fill the gap, an appropriate provision should be made which, as far as is legally possible, comes closest to what they intended or would have intended according to the spirit and purpose of the contract, if the ineffectiveness, impracticability or

gap had been known. This also applies if the invalidity of a provision is based, for example, on a measure of performance or time prescribed in the contract (deadline or deadline); A legally compliant measure of performance or time (deadline or deadline), as close as possible to the desired, shall then be deemed agreed.

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