



General Terms and Conditions of Rental

Euromobil GmbH station rental including rental via machine

Preamble

Euromobil GmbH is a subsidiary of Volkswagen Financial Services AG and provides rental services under the trade name Volkswagen Financial Services, Rent a Car and Euromobil GmbH. The following terms and conditions apply to all Euromobil GmbH (hereinafter the Lessor) rental contracts with their rental customers as the Lessee and all authorised drivers (hereinafter the Lessee).

Part A - Euromobil GmbH station rental

I. Conclusion of contract

- 1. A rental contract is concluded between the Lessor and the Lessee following a price quote and acceptance thereof. The Lessor provides the Lessee with a price quote by issuing a rental contract which the Lessee can accept by signing it.
- 2. The contract is concluded in the respective rental station.

II. Rental object

- 1. The Lessee shall select a vehicle category as per the available and current offer as part of their reservation (see Section IV) or in the rental station. Subject to availability, the specific rental object provided shall be a vehicle of this category which is provided to the Lessee in the rental station. The authorised number of rented vehicles per Lessee is limited to 1 vehicle.
- 2. The respective valid "Short-term rental Prices for Additional Services / Services / Accessories" price list for all additional costs and fees (https://autovermietung.vwfs.de/footer/agb/preislisten.html) shall form the basis of the rental contract and these General Terms and Conditions of Rental (AVB).

III. Rental, deposit, invoice, default

1. Rental price

- a) The rental price incl. legally applicable VAT is calculated according to the tariff as agreed in the rental contract.
- b) The calculation of the rental price begins at the contractually agreed commencement of the rental agreement and ends upon the correct return of the vehicle as per Section VI No. 2 of these AVB. Refunds shall not be paid in the event of later collection or earlier return of the vehicle. In the event of an extension of the originally agreed rental term, the rental price shall be calculated according to the rate applicable upon conclusion of the extension.
- c) In the event of extension of the rental contract, the Lessee is obliged to pay the rental price for the extended period immediately and in advance. Payment of the rental price through offsetting the deposit paid is not permissible. In the event of rental contract extension, the Lessee shall present the previously selected payment method in the rental station again and sign the contract extension.

2. Deposit

The Lessor is entitled to demand a deposit of at least € 250.00 which shall, however, not exceed 140 % of the payable rental fee, maximum 800 Euro. The deposit is calculated according to the respective vehicle category.

3. Invoicing and due date

a) The Lessee consents to the Lessor being able to provide the invoice in digital form and send it to the invoice recipient stated by the Lessee. In this event, the Lessee already consents to no longer receiving a paper invoice and





to the Lessor sending a digital invoice which conforms with the legal requirements to the saved email address. The Lessee may revoke their consent to invoices being sent in this form at any time. In such event, the Lessor shall send a paper invoice to the Lessee. In such event, the Lessee is however liable for the additional costs and postage incurred by sending the invoice in paper form and shall also cover the expenses of the additional work entailed.

- b) The rental price and the deposit are payable immediately and shall be paid in advance insofar as no other contractual agreements have been made.
- c) All charges that are not payable in advance are payable upon receipt of the invoice.
- d) Payment is only possible by card; no cash payments.
- e) The Lessee is responsible for ensuring that the Lessor's digital invoices can be received. The Lessee is liable for any malfunctions on their receiving device or any other circumstances which prevent delivery. An invoice is deemed to have been received by the Lessee as soon as they have become aware of it or could have become aware of it under normal circumstances. It is assumed that the invoice is received by the Lessee one day after sending. The Lessee is obliged to also check their junk mail inbox. Insofar as the Lessor only sends a notification and the Lessee can retrieve the invoice themselves or the Lessor provides access to the invoice, the invoice is deemed to have been received once the Lessee has retrieved it. The Lessee is obliged to retrieve provided invoices at appropriate intervals.
- f) The Lessee shall immediately inform the Lessor if they have not received the invoice within 30 days after returning the vehicle. If the invoice cannot be re-sent via email, the Lessor shall send a paper copy of the invoice and shall indicate that it is a copy.

4. Default

- a) In the event that the Lessee defaults on payment, legally applicable default interest is payable.
- b) Furthermore, the Lessee is also liable for further costs resulting from the payment default. Where the Lessee is a business, they shall be liable to pay a fixed fee for each payment reminder. Actually incurred excess costs can be invoiced to consumers.

IV. Reservation

- 1. Reservations confirmed by the Lessor shall only be honoured on the pick-up day until one hour after the arranged pick-up time. The reservation loses its validity thereafter.
- 2. The reservation is not binding for either contractual partner.

V. Vehicle keeper, authorised drivers

1. Keeper

- a) The Lessor is the registered owner of the vehicle.
- b) The Lessor is the keeper of the vehicle.

2. Authorised drivers

- a) Only people with a valid driving licence which fulfils the applicable legal provisions of the Federal Republic of Germany may be authorised to drive the vehicle.
- b) The vehicle may only be driven by the Lessee themselves and by the authorised drivers as named in the rental contract. Additional fees may be applicable for additional drivers named in the rental contract.
- c) The Lessee shall oblige all drivers unto whom they entrust the vehicle to comply with the provisions of these AVB and to ensure that they are in possession of a valid driving licence. The Lessee shall verify this at regular intervals and confirm and prove this to the Lessor upon request.
- d) Furthermore, the Lessee shall only allow such persons to use the vehicle as are in a fit state to drive (no alcohol, no drugs, no medical conditions which impair ability to drive, etc.).





VI. Use of the vehicle, modifications to the vehicle, indemnity

- 1. The vehicle shall only be used on public thoroughfares. In particular, the Lessee shall not use the vehicle off-road, for driver training exercises, driving safety training, in connection with motorsport/motor racing or on racetracks, to transport passengers as per the Public Transport Act (PBefG), or to transport hazardous goods. Furthermore, subletting and any other use not originally intended are also not permitted.
- 2. Transportation of animals is only permitted for pets and only in appropriate transport containers. The Lessee is liable for any resulting soiling. The Lessor shall invoice cleaning or repair costs to the Lessee in the event of soiling.
- 3. The Lessee is obliged to treat the vehicle carefully and properly in accordance with the manufacturer's operating instructions including the prescribed fuel, battery charging and maintenance of the drive battery (in particular not immediately using the vehicle after fully charging and deep discharging the battery) and in accordance with legal provisions, and to maintain the vehicle in an operational and roadworthy condition. Oil and water levels, tyre pressure and other vehicle-specific additives, e.g. AdBlue, shall be checked regularly during the rental term and refilled in accordance with the manufacturer's instructions/vehicle manuals and as per the gauges in the vehicle. The Lessee shall provide windscreen washer fluid at their own expense.
- 4. Smoking and vaping in the vehicle are strictly prohibited.
- 5. The Lessor shall provide the vehicle with a full fuel tank or with a drive battery charged to at least 80 %.

VII. Fines, tolls, and other fees and charges

- 1. The Lessee is liable for all costs in conjunction with fees levied for the use of certain thoroughfares (in particular any tolls according to the Federal Trunk Road Toll Act) and shall fulfil all obligations to cooperate in connection with the levying of fees. The Lessee is liable for all fees, charges, fines (administrative offences) and penalties incurred in conjunction with the use of the vehicle as are claimed against the Lessor, with the exception of road tax and radio licence fees.
- 2. The Lessor is entitled to initially disburse fines at their own cost in case of fines levied abroad. The Lessee shall reimburse the expenses to the Lessor immediately upon receipt of an invoice.
- 3. A fixed handling fee in accordance with the current rental information (https://autovermietung.vwfs.de/footer/agb/preislisten.html) is payable by the Lessee as compensation for the administrative effort incurred by the Lessor for the processing of enquiries from prosecution authorities or other third parties for the investigation of administrative offences, criminal offences, or disruptions committed during the rental term. This fixed handling fee is payable for each such aforementioned enquiry. It is at the discretion of the Lessor as to whether the Lessee's credit card is charged or an invoice issued to the Lessee, unless the Lessee can prove that the Lessor incurred no or significantly less effort and/or damage. The Lessor's right is reserved to claim for further damages.
- 4. The Lessee is not permitted to carry out any changes, modifications, improvements, tuning or apply stickers to, or repaint, the vehicle. Modifications to the vehicle functions/parts may not be deactivated/removed. Should the Lessee nevertheless have made such modifications, they are obliged to remediate them without request and at their own expense. In this respect, they are liable to the Lessor for any damages, impairments or reductions in value to the rental object, irrespective of fault. Should the Lessee fail to fulfil these obligations, the Lessor shall invoice them with the costs incurred for such remediation. The Lessee shall exempt the Lessor from all third-party claims, in particular from authorities, in the event of infringements of this section of these AVB.
- 5. The Lessor provides no guarantee for the usability of the vehicle in restricted access and through-passage areas, such as areas with bans on the entry of certain vehicles and/or environmental zones.

VIII. Other duties of the Lessee

1. Lessee's duty of notification

- a) The Lessee is obliged to immediately notify the Lessor of any changes to their name, address, bank details and any changes to their company's registered address, legal form or contingent liabilities.
- b) Insofar as the Lessor has provided the Lessee with login details, usernames or passwords for such purposes, they shall be protected from unauthorised access and shall be treated with strict confidentiality.
- The Lessee shall immediately notify the Lessor should they become aware of possible or actual misuse of said data.





2. Vehicle return

- a) The Lessee is obliged to return the vehicle with a full fuel tank or with a drive battery charged to at least 10 %. Insofar as the Lessee does not return the vehicle with a full fuel tank, the Lessee shall be invoiced with the fuel costs/electricity charging costs in consideration of the additional time and effort required by the Lessor. The Lessee shall also be liable for any additional costs incurred, such as higher fuel prices, mileage lump sums and/ or fixed service costs incl. varying filling station prices.
- b) The Lessee shall return the vehicle with all accessories (including any extras and all accessories provided by the manufacturer, in particular charging accessories, charging cables, vehicle tool kits, vehicle log book, service booklet, registration certificate (Part 1), high visibility vests, warning triangle, first-aid box, floor mats, keys, remote controls, spare wheel/tirefit, ashtray, aerial, memory cards, GPS CD or DVD etc.) at the agreed time, to the agreed place, in an orderly fashion in accordance with the contract.
- c) The vehicle may only be returned during the Lessor's normal opening hours at the agreed time and place.
- d) Should the Lessee fail to return the vehicle or vehicle key to the rental station upon expiry of the agreed rental term, even if they are not at fault, the Lessor is entitled to invoice a compensation charge of at least the previously agreed rental interest for the length of time that the vehicle was withheld. Moreover, the Lessee is liable to pay a fixed handling fee in accordance with the current rental information as compensation for the respective administrative effort (https://autovermietung.vwfs.de/footer/agb/preislisten.html), unless the Lessee can prove that the Lessor incurred no or significantly less effort and/or damage. Further damage claims are not excluded.

In the event that the Lessee returns the vehicle to the respective return station outside opening hours without prior agreement, they shall be liable for all damages caused to the vehicle until the vehicle has been taken back by the Lessor and the return documentation has been compiled. Any damages caused to the vehicle in this case shall be assessed by an expert and invoiced to the Lessee accordingly.

3. Maintenance and wear, repairs

- a) The Lessor is liable for the costs of maintenance and wear repairs during the rental term. Excepted from this are the costs for vehicle care, replacement or refilling of additives (e.g., windscreen washer fluid), in particular actuating current, glass and paint damages and damages to superstructures or special fittings, as well as consequential damages.
 - Special fittings are additional fittings which were not provided by the vehicle manufacturer or dealer or which are not supplied as part of the rental contract.
- b) If during the rental term repairs become necessary to maintain the operational safety and roadworthiness of the vehicle or prescribed servicing is due, such repair and maintenance works may only be commissioned by the Lessee with a workshop approved by the manufacturer, if the Lessor has given express prior consent, or if the estimated costs do not exceed € 100.00. A repair cost estimate shall be provided to the Lessor for approval. c) Once approved by the Lessor, the vehicle shall be repaired on behalf of and invoiced to the Lessor. If the Lessee breaches these duties, they shall be liable for the resulting damages.
- d) The Lessee shall ensure that the workshop carrying out the work is commissioned in due time. In the event of a breakdown, an accident, or a similar situation outside our opening hours, the Lessee shall contact the emergency hotline immediately (+49 4282 789 9410). The emergency service shall then take all necessary measures upon arrival at the scene. The Lessee is, however, obliged to ensure a smooth procedure. The provisions as per Section VI of these AVB remained unaffected.
- e) However, the Lessee is not liable for delays in the performance of the work.
- f) In the event that the rental vehicle is not available to the Lessee due to wear repairs for which the Lessor is liable or due to the repair of damages, the Lessee shall be provided with a corresponding replacement vehicle by the Lessor. At the discretion of the Lessor, this replacement vehicle can be an electrically driven vehicle or a conventionally driven vehicle. If a vehicle with a diesel or petrol engine is provided instead of the rented electric vehicle with charge card included, the Lessee has no right to claim payment of the fuel costs. The provision of a replacement vehicle shall only occur within Germany, and there only on the mainland without transport costs. Otherwise, the Lessee shall be liable for transport and operating costs incurred.





IX. Travel abroad

- 1. The Lessee is entitled to use the vehicle in those European countries as listed and not struck through on the international insurance card. The international insurance card can be found in the vehicle. Should it not be present, it is possible to request the international insurance card at the rental station. The Lessor's prior consent must be requested for the use of the vehicle in all other countries.
- 2. The Lessee is obliged to inform themselves of differing legal regulations regarding use and permitted operating durations of vehicles and to check the validity of the international insurance card (green card) before embarking on travel to other European countries.
- 3. The third party insurance cover complies with the legally prescribed insurance cover in the respective country, however at least the cover as agreed upon in the contract. Furthermore, use of the vehicle abroad is limited to 180 days. Export/import documents must be retained in any case.
- 4. The Lessee is personally liable for the costs of any actions necessary for the defence of such claims. The Lessee shall cover any costs incurred in the settlement of claims abroad. Insofar as the Lessor should be liable for those costs, they shall be reimbursed to the Lessee upon provision of corresponding proof. In the event of repairs, the Lessee shall take the vehicle to a repair workshop previously approved by the Lessor. Following approval of repairs by the Lessor, the vehicle shall be repaired on behalf of and invoiced to the Lessor insofar as the Lessee is not liable for those costs. Insofar as the foreign workshop shall only release the repaired vehicle against payment of the repair costs, the Lessee shall initially bear those costs themselves.

X. Insurances

The rented vehicle has a third party motor insurance with a cover of 100 million Euro (max. 15 million Euro per injured person), which is limited to journeys within Germany and those countries as per Section IX of these AVB, and comprehensive (vehicle) insurance for damages to the vehicle.

XI. Liability

1. Lessee's liability

- a) During the rental term, the Lessee is liable to the Lessor for the loss (including disappearance and confiscation) of the vehicle and for all damages (e.g., accidents or breakdowns, damages resulting from improper treatment or damages resulting in loss of value) which exceed normal wear and tear during the rental term, as well as in particular breaches of duty as per Sections V, VI, VIII and IX of these General Terms and Conditions of Rental, insofar as the Lessee or respective driver is responsible.
- b) The Lessee is fully liable for tyre damage of any kind irrespective of fault.
- c) The Lessor is fully liable for excessive tyre wear due to intentional actions. Excessive tyre wear can, for example, result from street racing, smoking tyres, drifting, or similar use or signs of overstress.
- d) The Lessee's liability also extends to any collateral damages, consequential damages, ancillary costs, and necessary expenses. They can include assessors' fees, towing costs, value reductions, and lost rental income.

 The Lessee's liability extends in particular to damages, consequential costs, expenses or value reductions which arise from the Lessee failing to heed the vehicle's warning and control lights. The Lessee shall familiarise themselves with the vehicle's warning and control lights and their respective meaning prior to travel.

2. Lessor's liability

- a) Strict liability for initial defects of the rental object in accordance with § 536a Para. 1.1 BGB is excluded. The Lessor is liable for intent and gross negligence and in accordance with the Product Liability Act. The Lessor is liable for slight negligence arising from claims relating to injury to life, limb or health.
- b) The Lessor accepts only restricted liability up to the foreseeable, contractually-typical claim upon entering into the contract for the solely negligent breach of significant rights or obligations arising from the content and the purpose of the contract. (Contractually-typical, foreseeable damages constitute the agreed excess sum per claim). This liability restriction also applies to the Lessor's agents.





3. Liability reduction

- a) Upon conclusion of contract, the Lessee has the option of reducing their excess in the event of a comprehensive insurance claim (liability reduction). Insofar as an excess is agreed upon, it shall be calculated for each claim individually. Please consult the rental contract to see if and if so, to what amount, an excess was agreed upon.
- b) Upon agreement of a liability reduction, the Lessee shall only be liable for the contractually agreed excess sum per claim. Brake damage, breakdown and simple breakages do not, however, qualify as accident damages and are not insured. The liability reduction therefore particularly does not apply to damages caused by improper treatment and/or operation of the vehicle, for instance due to improper gearshifting, filling with the wrong fuel, incorrect charging or treatment of the drive battery contrary to the manufacturer's specifications, or unsecured/incorrect loads. This also applies to tyre damage resulting from improper driving (see Section XI No. 1 b, c of these AVB).
 - The liability reduction loses its validity under the following requirements of the provisions as per Section XI No. 3 d of these AVB.
- d) The Lessee is liable even upon conclusion of a liability reduction in full for all damages resulting from the use of the vehicle by an unauthorised driver or from the use of the vehicle for prohibited purposes and/or in prohibited locations. This does not apply if a third party gains access to the vehicle against or without the will of the Lessee and the Lessee had taken all respective security measures (e.g., locking the vehicle upon leaving it, windows closed. etc.). In the event that the Lessee fails to stop after an accident or breaches their obligations as per Section X No. 2 and 3 of these AVB, they are also fully liable, unless the breach has no influence on the determination of the damage claim. The Lessee has full liability in the event of a breach of a contractual obligation if they intentionally caused the damage. If the damage is a result of the Lessee's gross negligence, they shall be liable in accordance with the severity of their fault.
- e) Liability reduction terminates upon expiry of the contract term. The Lessee therefore bears unrestricted liability for all damages which occur after expiration of the contract term, irrespective of their obligation to pay rental fees. As long and insofar as no other agreements are made in this contract, the provisions of the Insurance Contract Act (VVG) and the provisions of the General Conditions for Motor Insurance (AKB95) to which the insurance cover is subject are respectively applicable.

XII. Conduct in the event of damages

- 1. Each claim (in particular accidents, fire, vandalism, wild animal damage, theft, or other damages) shall be notified immediately after occurrence via email to schaden@vwfs-rac.com. The Lessee may only have repairs carried out with the express prior consent of the Lessor by a workshop approved by the manufacturer.
- 2. The police shall be called in the event of any accident and it must be ensured that the accident, possible injuries of those involved in the accident, and the material damages be recorded by the police. Evidence (incl. witnesses) must be secured and the names and addresses of those involved noted. The Lessee shall ensure that the cause and course of events of the damage are properly clarified and cooperate in such processes. The Lessee is prohibited from admitting fault or pre-empting the adjustment of potential liability claims by making payments or acting in any other way which constitutes an admission of liability and/or fault.
- 3. In the event of any accident, the Lessee is obliged to fill out the provided claim form in its entirety and to return it signed to the Lessor. The claim form can be found in the vehicle and in the rental station. In the event that the Lessee fails to fulfil this obligation in part or entirely, they become liable to the Lessor for the damages which result from the fact that the Lessor's claims for damages cannot or can only partially be asserted due to the insufficient documentation provided by the Lessee.

XIII. Termination of the rental contract

1. Ordinary termination

Ordinary termination is excluded during the agreed term of the rental contract.

2. Exceptional termination

a) Each contractual partner can terminate the contract for exceptional reasons. The Lessor has a justified right to exceptional termination in particular if





- I. the Lessee is in default with the payment of the rental fee for two consecutive deadlines or with the payment of a not inconsiderable part of the rental fee; or
- II. the Lessee is, in a period which extends beyond two deadlines, in default with the payment of a sum which adds up to the rental fee for two months; or
- III. the Lessee infringes the rights of the Lessor to such a considerable extent that the vehicle is at significant risk due to the Lessee neglecting to fulfil their duty of care or by unauthorisedly entrusting the vehicle to a third party (in particular through unauthorised subletting) and continues with this conduct despite warning from the Lessor; a warning is not required if it clearly does not promise any success or immediate termination for exceptional reasons is justified having weighed up mutual interests; or upon conclusion of the contract, the Lessee provides incorrect information or fails to disclose facts and the Lessor cannot be expected to continue the contract; or
- V. in breach of Section VIII of these AVB, the Lessee does not (immediately) bring the vehicle to Germany and/ or does not return the vehicle to the Lessor for exchange; or
- VI. the Lessee uses the vehicle abroad without the prior consent of the Lessor according to Section VII of these AVB
- b) If the Lessor terminates the contract for exceptional reasons as per Section XI No. 2 a) of these AVB, the Lessee is obliged to return the vehicle immediately, as stipulated in Section VI No. 2 of these AVB.
- c) Insofar as the termination is occasioned by contractual breaches on the part of the Lessee, they are obliged to compensate for the losses due to the termination.

XIX. Statute of limitation

- 1. In the event of an accident, the Lessor's compensation claims against the Lessee only become payable once the accident has been investigated by the police and the Lessor has had the opportunity to view the investigation file. The limitation period begins at the latest six months after return of the vehicle. Euromobil shall notify the Lessee as to when an investigation file is to be viewed.
- 2. The statute of limitation is otherwise subject to legal provisions.

XX. Data protection

- 1. Information regarding data privacy as per GDPR Article 13 shall be provided to the Lessee in a separate document or at autovermietung.vwfs.de/footer/daten-schutzhinweise-art13 for online reservations.
- 2. The Lessor's vehicles are generally fitted with a technology allowing the Lessor to locate the vehicle. The Lessor shall process or commission a third party to process the GPS coordinates and speeds if the Lessee does not return the vehicle within the agreed rental term or uses the vehicle outside the contractually agreed area of use as well as in border regions or port areas. The processing of this data serves solely to protect the Lessor's vehicle fleet and their contractual rights and is performed in accordance with Art. 6 Para. 1 lit. f GDPR. The Lessor hereby indicates that they may be obliged to provide this data in accordance with instructions from governmental agencies.
- 3. Furthermore, the Lessor's vehicles are fitted with a telematics system as standard. In the event of an accident, it automatically sends a previously defined dataset to the emergency number 112 and simultaneously creates an audio connection. The dataset includes the time of the accident, the exact coordinates of the accident location, the direction of travel (important on motorways and in tunnels), the vehicle ID, the service provider ID, and the eCall qualifier (triggered automatically or manually). The optional transfer of data from onboard safety systems such as the severity of the accident and the number of passengers, whether safety belts were fastened and whether the vehicle has overturned is possible. This data is processed in accordance with Art. 6 Para. 1 lit. c GDPR. Further information can be found in the vehicle handbook.
- 4. The Lessor's vehicles may be fitted as standard with information and communications systems, such as navigation devices and mobile phone systems. That is not intended to serve the purpose of collecting the Lessee's or driver's personal data. The Lessee is therefore obliged to reset the vehicle's information and communication system to the factory settings before returning the vehicle at the end of the rental term and thereby delete all





personal data from the navigation devices and mobile phone systems. A corresponding instruction manual is provided in the vehicle. They are obliged in particular to delete the data saved about the vehicle (e.g., profile and connection data) from the respective application on their own mobile telephone.

XXI. Other

1. Applicable law

German law applies. If the Lessee is a businessperson and the disputed business relations are ascribed to their business, the place of jurisdiction is Braunschweig. The same applies if the Lessee does not have a general place of jurisdiction in Germany, relocates their domicile or usual place of residence outside of Germany, or their domicile or usual place of residence at the time of filing the action is unknown.

2. Place of performance

The place of performance is Braunschweig.

3. Place of jurisdiction

If the Lessee is a businessperson and the disputed business relations are ascribed to their business, the place of jurisdiction is Braunschweig. The same applies if the Lessee does not have a general place of jurisdiction in Germany, relocates their domicile or usual place of residence outside of Germany, or their domicile or usual place of residence at the time of filing the action is unknown.

4. Subagreements

No oral subagreements shall apply. All subagreements shall be made in writing.

5. Prohibition of set-off

The Lessee may only offset against the Lessor's demands if the Lessee's counterclaim is undisputed or a court judgement exists; the Lessee may only exercise a right of lien insofar as it is based on claims arising from this contract.

6. Notice according to § 36 Act on Alternative Dispute Resolution in Consumer Matters (VSBG)

The Lessor shall not participate in dispute resolution proceedings before a consumer dispute resolution board according to VSBG and is also not obliged to do so.

Part B - Rental via machine

I. Special rental conditions for rental via machine

- 1. Rental contracts can also be concluded via rental machine via the Audi Service Station (ASS). The prerequisite to do so is that the Lessee undergoes a legitimisation upon first rental and is in possession of a valid driving licence. Upon every subsequent rental, the Lessee shall confirm the unaltered status of their driving licence and shall immediately notify Euromobil GmbH of any change to their driving licence status and/or personal data. Should the Lessee breach any one of these obligations, they shall be liable towards Euromobil GmbH for all resulting and resulted detrimental effects and damages and shall exempt Euromobil GmbH from all third party claims, in particular from the third party liability insurer's recourse claims.
- 2. Vehicles can be rented using ASS by completing the registration process in the ASS menu.
- 3. The rental contract for the selected vehicle is concluded according to the selected rate features upon provision of the vehicle keys by the machine.
- 4. The Lessee authorises Euromobil GmbH to use the credit card details entered to collect all charges arising from the rental contract(s) concluded via ASS including the excess in the event of an accident for which the





Lessee is at fault.

5. The Lessee is obliged to fulfil all requirements of Euromobil GmbH arising from a vehicle rental contract concluded using the Audi Service Station, irrespective whether the Lessee themselves or an unauthorised third person concluded the rental contract using the Audi Service Station.

II. Data protection - Supplementary information

- 1. Special data protection notice for use of the Audi Service Station. The data entered into the Audi Service Station by the Lessee (e.g., date and length of rental, name, address and further contact details) shall be saved on an IT system of AUDI AG for the purposes of processing the vehicle reservation.
- 2. The data relevant to the reservation can be accessed exclusively by (respective Audi partner's company) as the Lessee's contract partner.
- 3. In order to complete the rental contract for the reserved vehicle, the data collected shall be processed within the Lessee's Audi partner's data systems. This data shall only then be forwarded to third parties where legally required or if the Lessee has given express prior consent. Additionally, in the event of an insurance claim the Lessee's data can be forwarded to the responsible insurance company and the person entrusted with handling the claim (e.g., expert) insofar as this is required to handle the claim in the specific case.
- 4. The Lessee has the right to request information as to which data Euromobil GmbH saves about you and for what purpose. Furthermore, they can request that incorrect data be rectified or that data be deleted if it is not permitted to be saved or its saving is no longer necessary. The Lessee can contact Euromobil GmbH at any time for information, requests and suggestions regarding data protection. The Euromobil GmbH data protection officer is happy to provide information or receive suggestions on this subject.

The address is:

Euromobil GmbH Sattlerstraße 3 30916 Isernhagen.

III. Other

The above General Terms and Conditions of Rental of Euromobil GmbH apply mutatis mutandis in the version valid upon concluding the machine rental contract.

AVB, last updated May 2023