

General Terms & Conditions

www.caramigo.co

1. Preamble

The present GTC's (hereinafter GTC's) shall apply, without limitations or restrictions to all services provided by **Sharonomy** SA (hereinafter **Sharonomy**), a public limited company registered under the Belgian legislation, with its corporate headquarters at 412 Avenue de Tervueren, B-1150 Brussels, registered before the Bank of Enterprises under the company number BE 0542 733 212, on its online marketplace accessible via internet on www.caramigo.co (hereinafter the Website) and on its mobile versions (applications, webapps, mobile apps), namely a peer-to-peer carsharing service allowing people to share their own vehicle with other individuals through an online marketplace. Besides putting in contact owners with drivers, **Sharonomy** arranged for each carsharing through external providers selected additional and inseparable services, such as an insurance and a roadside assistance.

The present GTC's are here to define the conditions for using the Website, the relations established between the Website and its Members, between the Members themselves, as well as between the Members and third-party organizations involved during the carsharing, such as the Assistance, the Electronic Money Institution or the Insurance. The present GTC's apply to the exclusion of any other conditions, to all users, upon registration as a Member of the Website, and are available at any time on this Website and shall prevail over any other version, if any, or over any other contradictory document.

If you agree to the present GTC's on behalf of a company or a legal entity, you represent and warrant that you have the right to involve such company or legal entity in accordance with these GTC's.

2. Definitions

Assistance: company having the capacity to provide various classes of assistance services, including roadside assistance, and partnering with **Sharonomy** to cover each Carsharing with a specific roadside assistance policy. The Assistance will differ depending on the country of registration of the Vehicle and its details (identity, address and registration number) are enumerated in Article 5.1.

Assistance Fee: amount paid by a Driver to the Assistance in order to have a Vehicle get the status of Covered Vehicle.

Booking Fee: amount paid by the Driver to **Sharonomy** for the rendering of the booking part of the Service.

Carsharing: period during which a Driver takes possession of the Vehicle of an Owner with the view of driving it in good faith and for his own needs.

Carsharing Contract: contract between the Owner and the Driver, to be signed¹ before the actual start of a Carsharing, and describing the terms & conditions of use by the Driver of the Vehicle for the whole duration of the Carsharing period.

¹ Either paper-based or app-based version, both of them containing the signature of both the Owner and the Driver

Covered Vehicle: Vehicle used during a Carsharing and benefitting from the Specific Assistance Conditions and the Specific Insurance Conditions.

Deductible: amount possibly paid by the Driver to the Insurance, to cover for what is deducted from the compensation to be paid by the Insurance to the Owner following a damage to his Vehicle. It is meant per event and per Covered Vehicle.

Deposit: amount blocked -but not necessarily debited - on the credit or debit card, or on the electronic money account opened by the Potential Driver at the Electronic Money Institution and intended to cover certain costs that may be charged to the Driver after a Carsharing has ended, such as fines, some Costs or the Deductible.

Driver: Potential Driver who, having received a positive response from an Owner to his booking request and having confirmed himself the Carsharing of the Vehicle, effectively begins the Carsharing.

Electronic Money Institution: electronic money issuer duly registered with a financial market authority and partnering with **Sharonomy** to enable the secure payment of each Carsharing. The Electronic Money Institution will differ depending on the country of residence of the Potential Driver and its details (identity, address and registration number) are enumerated in Article 6.1.

Fixed Reimbursement Fee: Driver's partial financial contribution to the fixed costs incurred in any case by the Owner due to his possession of the Vehicle, including during the Carsharing. It is intended to cover some of the costs incurred by the Owner such as maintenance costs, road taxes, parking, insurance, etc. ... This reimbursement is meant per Carsharing day and includes a fixed number of kilometres².

Specific Assistance Conditions: special assistance guarantees described on www.caramigo.co/assistance and provided by the Assistance specifically to the Members of the Website. By accepting the present GTC's, one also accepts the Specific Assistance Conditions. Although the present GTC's contain in articles 4 and 5 a summary of the Specific Assistance Conditions, in the event of discrepancies between the Specific Assistance Conditions and the summary contained in such articles 4 and 5, the Specific Assistance Conditions shall prevail.

Specific Insurance Conditions: special insurance guarantees described on www.caramigo.co/insurance and provided by the Insurance specifically to the Members of the Website. By accepting the present GTC's, one also accepts the Specific Insurance Conditions. Although the present GTC's contain in articles 4, 5 and 7 a summary of the Specific Insurance Conditions, in the event of discrepancies between the Specific Insurance Conditions and the summary contained in such articles 4, 5 and 6, the Specific Insurance Conditions shall prevail.

General Payment Conditions: general terms of use of the services provided by the Electronic Money Institution, described in Article 6.2 . By accepting the present GTC's, one also accepts the General Payment Conditions.

Insurance: company duly registered with a financial market authority and having the capacity to provide several classes of insurance, including motor vehicle insurance, and partnering with **Sharonomy** to cover each Carsharing with a specific insurance policy. The Insurance will differ depending on the country of registration of the Vehicle and its details (identity, address and registration number) are enumerated in Article 5.2.

² It is foreseen that at the launch of CarAmigo, the standard number of kilometres included in a Carsharing be set to 100.

Insurance Fee: amount paid by a Driver to the Insurance in order to have a Vehicle get the status of Covered Vehicle.

Member: any User who creates a profile on the Website, after accepting the present GTC's. A Member may be cumulatively an Owner and/or a Potential Driver and/or Driver.

Minor Problems: problems having occurred during a Carsharing being dirt spots, damaged equipment, light damages, delays, parking fines, etc. and which do not necessitate the intervention a professional to repair the Vehicle.

Major Problems: problems having occurred during a Carsharing such as damages caused by traffic accident, collision damage, scratches, heavy stains etc. and which clearly necessitate the intervention a professional to repair the Vehicle.

Owner: Member who has full ownership of the Vehicle subject to the Carsharing Contract, or who obtained a written permission from the person who actually owns it to make the said Vehicle available on the Website.

Potential Driver: natural person who meets the eligibility requirements set out in Article 4, and who wishes to use a Vehicle provided by an Owner by sending him a booking request through the Website.

Reimbursement Fee: sum of the Fixed Reimbursement Fee and Variable Reimbursement Fee.

Service: service provided by **Sharonomy** through the Website and allowing the subsequent Carsharing of a Vehicle between an Owner and a Driver. The Service includes the provision of a booking service towards the Potential Driver.

Total Amount: sum of the Assistance Fee, the Booking Fee, the Reimbursement Fee, and the Insurance Fee.

Variable Reimbursement Fee: Driver's financial contribution to the variable costs incurred by the Owner specifically due to the use of his Vehicle during the Carsharing. This reimbursement is applied per kilometre beyond the fixed number of kilometres.

Vehicle: a four-wheeled engine-propelled machine, used for tourism, business or mixed purposes, registered as a "car" according to the definition set out by the national authority of the country in which the Vehicle is registered³.

Website: internet site accessible on www.caramigo.co, or on any other URL owned by **Sharonomy**, and offering an equivalent service, whether through a version accessible via a web browser (on a PC, tablet or smartphone) or via an application (desktop, webapp or native application).

User: any person who visits the Website, whether he becomes a Member or not.

3. Description of the CarAmigo platform

The processes described below are purely indicative and may be modified at any time by **Sharonomy**.

³ Such as the SPF Mobilité in Belgium, see http://www.belgium.be/fr/mobilite/vehicules/types_fr/voitures

3.1. General

CarAmigo is an internet website developed by **Sharonomy** connecting two Members:

- On one side the Owner of a Vehicle wishing to share it, without offering any driver services.
- On the other side, a Potential Driver wishing to use the Vehicle for his personal needs

Sharonomy is not a party to the transaction between the Owner and the Driver. A Carsharing Contract, defining the duties of each party is directly signed between the Owner and the Driver.

The role of **Sharonomy** is exclusively:

- To connect an Owner and a Potential Driver through the Website
- To negotiate and organise on behalf of the Owner and the Potential Driver an adequate assistance service with the Assistance, as well as an insurance policy with the Insurance, so that any Vehicle used during the period of Carsharing may become a Covered Vehicle
- To facilitate the payment of the Assistance Fee and Insurance Fee by the Driver directly to the Assistance and the Insurance, as well as the payment of the Reimbursement Fee by the Driver directly to the Owner

3.2. Creation and content of a Member profile

In order to share one (or more) Vehicle(s), or to use a Vehicle provided by an Owner, any user must firstly become a Member of the Website by creating a profile. Each User is allowed to have only one unique Member profile, or face the risk to have his profile suspended by **Sharonomy**.

3.2.1. *Creating a Member profile with an email address.*

A User can create his Member account through the introduction of his email address and a password.

3.2.2. *Creating a Member profile through third-party websites*

A User can also create his Member Account by means of an existing account on a third-party website, such as social network sites⁴. The functionalities of the Website partially allow to link a profile with an account open on a third-party website by either providing the credentials used to login on such third-party website, or by authorizing the Website to access the existing account open on such third-party website, in accordance with the latter's conditions of use.

The Member represents that he is entitled to disclose his third-party account login information to **Sharonomy** and/or grant **Sharonomy** access to his own third-party account, without breach by him of any of the terms and conditions that govern the use of the applicable third-party account and without obligating **Sharonomy** to pay any fees or making **Sharonomy** subject to any usage limitations imposed by such third-party website. By granting **Sharonomy** access to any third-party accounts, the Member understands that **Sharonomy** will access, make available and store (if applicable) any content that he may have provided to and stored in his third-party account so that it is available on and through the Website via his profile page. Unless otherwise specified in the current GTC's, all content collected via the Member's third-party account, if any, will be considered to be part of the Member's profile for all purposes of the current GTC's. Depending on the third-party account the Member chooses and subjects to the privacy settings that he has set in such third-party accounts, personally identifiable information that he may post to his third-party accounts will be available on and through his profile on the Website.

4 Such as Facebook, Google+, etc.

The relation of the Member with the third-party website is governed solely by his agreements with such third-party website; **Sharonomy** does not verify the accuracy, nor the legal aspect and the infringing character of the content provided on a Member's account on a third-party website and is not liable nor responsible over such content.

3.2.3. Content and characteristics of a Member profile

The information necessary for the creation of a profile are:

- Civil status
- First name and family name
- Residential address, including street name, street number, postal code and town
- A mobile phone number
- If applicable, a landline number
- A non-temporary⁵ email address
- The date of birth
- An identification document such as an ID card, a passport or a driving license
- A password ensuring the confidentiality of the data stored on the profile, which the Member shall not share with any third-party whatsoever

In addition, the Member will be required to submit to **Sharonomy** through his profile, by electronic mail or by any other reasonable means, the following documents:

- One (or) more front photograph(s) allowing the unequivocal recognition of the Member
- A photocopy or photograph of the ID card or passport specified above

As the case may arise, additional data may be requested depending on the status of the Member, i.e. Owner of a Vehicle or Potential Driver.

With regards to the implementation of any payments that Member may receive or send to one another, each Member agrees that payments made through the Website will be managed by the Electronic Money Institution. Regarding the payments themselves, the Member will send to the Electronic Money Institution the instructions for these payments through his profile and formally mandates **Sharonomy** to transmit the corresponding instructions to the Electronic Money Institution on his behalf and for his own account.

3.2.4. Credibility rating of a Member

Apart from the items listed above and which themselves constitute a profile, each profile will benefit from a rating aimed at giving an indication about the level of credibility or seriousness of each Member.

As described in Section 3.6, at the end of each Carsharing, the average rating will be recalculated, and additional comments may also enhance the profile.

⁵ Not of the type 10MinuteMail, Mailinator, Yopmail, etc.

3.3. Creation and content of an Owner and Vehicle profile

3.3.1. Extending a Member profile into an Owner profile

Should he wish to share one (or more) Vehicle(s), the Member is required to extend his profile by creating a section for the Vehicle in question; this section will be a Vehicle profile and will list its main features.

3.3.2. Content and characteristics of a Vehicle profile

The bare fact of creating a Vehicle profile will de facto extend a Member profile into an Owner profile.

The information necessary for the extension of the Vehicle profile are:

- Its make
- Its type
- Its age
- Its registration number
- The anniversary date of the technical inspection
- The approximate location where the Carsharing may start
- The policy number and name of the insurance company by which the Vehicle is regularly insured for civil liability.
- An indication of the general availability of the Vehicle
- The Reimbursement Fee that he wants to receive if a Driver is using his Vehicle during a Carsharing, as well the Total Amount which will be finally paid by the abovementioned Driver. The Reimbursement Fee, which is subject to modification at any time by the Owner, except in case the Vehicle is already requested for booking or a Carsharing is already taking place, is composed of two elements:
 - The Fixed Reimbursement Fee covers consists of daily fee for the Carsharing and includes a fixed amount of kilometres, for example: 35€ per day, 100 kms included
 - The Variable Reimbursement Fee represents the distance per km covered on top of the included 100 kilometres, for example 10€c per km on top of the included 100 kms

In addition, the Owner will be required to submit to **Sharonomy** through his profile, by electronic mail or by any other reasonable means, the following documents:

- At least one recent and non-edited photograph of each side of the Vehicle
- A readable photocopy or photograph of the registration certificate of the Vehicle
- A readable photocopy or photograph of the last technical inspection certificate
- A readable photocopy or photograph of an insurance certificate of the Vehicle

The Owner shall specify within the Vehicle profile its usual availabilities, its usual location and any other information he considers appropriate, which could be updated at any time.

3.4. State and content of the Vehicle

The Owner will put at disposal:

- A Vehicle in perfect operating and safety condition (tires with wear level according to the legal standards, oil level and other liquids level checked, operational safety-belts, functioning breaks, checked engine & gear boxes, etc.) up-to-date with its technical inspection & regular maintenance
- A clean Vehicle without any damages, other than those mentioned in the check-in procedure taking place at the beginning of the Carsharing
- A Vehicle with a preferably full fuel tank, but in no case less than $\frac{1}{4}$ of the tank
- The registration certificate as well as the insurance certificate (green card) in the glove compartment

- An accident claim form, 2 yellow jackets, a warning triangle, and an alcohol level tester

3.5. Creating a Potential Driver profile

3.5.1. Extension of a Member profile into a Potential Driver profile

If he wishes to use and drive a Vehicle, a Member shall firstly contact the Owner to check the availability of the Vehicle. If the Owner responds with an availability that suits him, a Member will have the opportunity to send him a booking request for the Vehicle; the sole fact of sending for the first time a booking request to an Owner will de facto extend a Member profile into a Potential Driver profile.

3.5.2. Content and characteristics of a Potential Driver profile

The information necessary for the extension of the profile are:

- With regards to the driving license:
 - Its number
 - The date it was obtained
 - A readable photo or a photocopy of the driving license
- A sworn statement issue by the Member that he has not been held responsible for any accident resulting in physical injuries and that he has not been subject to any revocation of his driving license, in Belgium or abroad, during the last 5 years
- A sworn statement issue by the Member that he has not been faced with any early termination of his automotive insurance, in Belgium or abroad, during the last 5 years
- A sworn statement issue by the Member that he is medically fit to drive
- A sworn statement issue by the Member that he has not been convicted for driving while intoxicated, drunk driving, or impaired driving, during the last 5 years

3.6. Member ratings

3.6.1. Mechanism of creating ratings

After the end of each Carsharing the Members will be prompted to evaluate one another:

- A rating from 1 to 5 will be allocated by the Driver to the Owner and/or by the Owner to the Driver, and will be expected to give a positive or negative indication of what one thinks of the other in relation to the Carsharing that recently ended
- A review or comment will possibly be assigned by the Driver to the Owner and/or by the Owner to the Driver, and will be expected to give some justification or explanation for the abovementioned rating
- Members agree to be respectful of one another in the content of their comments
- Reviews and comments left by the Members shall be objective and in compliance with laws and regulations. Members shall refrain from any comment containing:
 - A paedophile character, pornographic, defamatory, obscene, hateful, racist, anti-semitic, xenophobic, revisionist text;
 - Inciting to violence, fanaticism, crime, suicide, religion-based hatred, gender, race, sexual orientation, ethnicity;
 - Intrusion of privacy;
 - Violating intellectual property of others

3.6.2. Moderation & monitoring reviews & comments

Sharonomy reserves the right to monitor the compliance of the abovementioned comments, and, if necessary, to delete or remove a review or comment.

3.6.3. Incorporation of ratings, reviews and comments

Provided their consistence with the foregoing, the ratings, reviews and comments left by a Member about another Member will be automatically inserted in their respective profiles, in the following manner:

- Newly left ratings will be added to existing ratings and will be all together weighted to calculate a new average rating, displayed on the profile of the Member in question
- Each review or comment will be displayed in chronological order on the profile of the Member in question

3.7. Moderation and monitoring of the profiles

3.7.1. Moderation and monitoring performed internally

Sharonomy reserves the right to continuously monitor the coherence or the truthfulness of certain data provided by a Member, including (but not limited to):

- Regarding the Owner:
 - His age and/or the number of years of possession of his driving license
 - Factual and/or visual characteristics of the Vehicle, including the validity of the insurance certificate or that of the technical inspection
- Regarding the Potential Driver: his age and/ or the number of years of possession of his driving license

3.7.2. External moderation and monitoring performed by a subcontractor

Sharonomy also reserves the right to transmit, following the explicit consent of the Member, to a third-party, including the Assistance and/or the Insurance, some of the information provided by the Member in order to control the consistency or accuracy.

3.7.3. Refusal to extend a profile

According to its internal and/or external controls, **Sharonomy** reserves the right to, if necessary, refuse the extension of the Member's profile, without having to justify it to the latter.

3.7.4. Suspension of a profile

According to its internal and/or external controls, **Sharonomy** reserves the right to, if necessary, suspend a Member's profile, without having to justify it to the latter.

3.8. Sending a booking request by the Potential Driver

Provided that the profile extension of a Member into Potential Driver has been accepted by **Sharonomy**, or if the Member already had the status of Potential Driver and that such status is still valid, a Potential Driver may send a booking request to the Owner through the Website.

3.8.1. *Sending a booking request by the Potential Driver*

A booking request for carsharing shall concern a period of at least half a day up to sixty days and shall contain the following information:

- A reference of the desired Vehicle
- The desired dates & times of start & end of the Carsharing, along with the anticipated duration
- The estimated amount of kilometres the Potential Driver wishes to travel
- An indication whether the Vehicle will be used beyond the national borders
- The Total Amount which will be paid by the Potential Driver if the Owner accepts the booking request

A preliminary debit authorization corresponding to the Total Amount plus the Deposit will then be carried out on the credit card or debit card, or the electronic money account opened at the Electronic Money Institution by the Potential Driver.

3.8.2. *Reception of a copy of the reservation demand by the Potential Driver*

Once a booking request has been sent by the Potential Driver via the Website, the latter will forward such request to the Owner by email and text message, and the request will be also displayed in the section "My bookings" of his profile.

The booking request will contain following information:

- A reference to the desired Vehicle
- The desired dates & times of start & end of the Carsharing, along with the anticipated duration
- The estimated amount of kilometres the Potential Driver wishes to travel
- An indication whether the Vehicle will be used beyond the national borders
- The Reimbursement Fee which will be paid to the Owner if the latter accepts the booking request

The owner will have a reasonable response time to consider the request, as well as the opportunity to consult the profile of the Potential Driver, and will have full freedom to accept or, on the contrary, to reject the booking:

- Concerning the booking request which he will have received by email, the Owner will have the possibility to directly accept or reject it within the email, by clicking on the relevant button
- Concerning the booking request which he can consult in the section "My bookings" on his profile, the Owner will additionally have the opportunity to consult parts of the profile of the potential Driver before accepting or rejecting the booking request by clicking on the relevant button
- Concerning the booking request which he will have received by means of a text message, the latter will only contain a concise summary of about 160 characters of the information which has already been sent via the Website per email, and will prompt the Owner to accept the booking request by simply returning a text message, e.g. "*CarAmigo booking request: J. Doe, 43 years, license in 1987, profile 5*, for 4d from 11/04- 16/04, 120€. If you accept, please reply OK*". Despite the concise character of the information present in the text message, the Owner understands and accepts to be held by the same rights and obligations as if he had accepted the booking request per email or through the section "My bookings" on his profile

It is in the common interest of **Sharonomy**, the Potential Driver and the Owner that the latter does respond as swiftly as possible, to booking requests sent by Potential Drivers, whether such booking requests are accepted or on the contrary rejected; if an Owner fails 3 times to respond to 3 booking requests concerning his Vehicle, **Sharonomy** will temporary suspend the profile of the Owner and/or that of his Vehicle.

3.8.3. Acceptance or refusal of a booking request

If the request is accepted, the Potential Driver will be notified by email and/or SMS and actually be debited of the Total Amount possibly augmented by the amount corresponding to the Deposit, and will acquire the status of Driver throughout the Carsharing.

If the request is refused or if the time limit is exceeded, the Potential Driver will not be charged.

3.9. Cancellation of the reservation

It will be possible for the Owner or the Potential Driver to cancel the Carsharing before its scheduled start. However, in order to limit possible abuses, the cancellation procedure will be organised as follows:

3.9.1. Cancellation more than 24 hours before the scheduled start of the Carsharing

It will be possible for the Owner or for the Potential Driver to cancel the Carsharing without any penalty if the cancellation occurs at least 24 hours before the scheduled start of the Carsharing.

Such cancellation will not entail any negative rating nor review in the profile of the Owner nor in the profile of the Potential Driver.

3.9.2. Cancellation less than 24 hours before the scheduled start of the Carsharing because of the Potential Driver

If the Potential Driver cancels the reservation less than 24 hours before the scheduled start of the Carsharing, he will be liable to pay:

- To the Assistance the entire Assistance Fee that would have been due for the first day of the Carsharing if the latter had occurred
- To the Owner a quarter of the Reimbursement Fee that would have been due for the first day of the Carsharing if the latter had occurred
- To **Sharonomy** the entire Booking Fee that would have been due for the first day of the Carsharing if the latter had occurred
- And possibly fees to third parties

Failure to pay the respective parties the above-mentioned penalties will entail a rather negative rating of two (2) in the profile of the Potential Driver and a comment that he cancelled a scheduled Carsharing less than 24 hours in advance.

3.9.3. De facto cancellation of the Carsharing due to no-show of the Potential Driver

If the Potential Driver fails to show up at the scheduled start of the Carsharing without valid reason, he will be liable to pay:

- To the Assistance the entire Assistance Fee that would have been due for the first day of the Carsharing if the latter had occurred
- To the Owner the half of the Reimbursement Fee that would have been due for the first day of the Carsharing if the latter had occurred
- To **Sharonomy** the entire Booking Fee that would have been due for the first day of the Carsharing if the latter had occurred
- And possibly fees to third parties

Failure to pay the respective parties the above-mentioned penalties will entail a rather negative rating of one (1) in the profile of the Potential Driver and a comment that he did not show up at the start of a scheduled Carsharing.

3.9.4. Cancellation less than 24 hours before the scheduled start of the Carsharing because of the Owner

If the Owner cancels a reservation less than 24 hours before the scheduled start of the Carsharing, he will be liable to pay:

- To the Assistance the entire Assistance Fee that would have been due by the Potential Driver for the first day of the Carsharing if the latter had occurred
- To the Potential Driver a quarter of the Reimbursement Fee that the former would have paid to him for the first day of the Carsharing if the latter had occurred
- To **Sharonomy** the entire Booking Fee that would have been due by the Potential Driver for the first day of the Carsharing if the latter had occurred
- And possibly fees to third parties

Failure to pay the respective parties the above-mentioned penalties will entail a rather negative rating of two (2) in the profile of the Owner and a comment that he cancelled a scheduled Carsharing less than 24 hours in advance.

3.9.5. De facto cancellation of the Carsharing due to no-show of the Owner

If the Owner fails to show-up at the scheduled start of the Carsharing without valid reason, he will be liable to pay:

- To the Assistance the entire Assistance Fee that would have been due by the Potential Driver for the first day of the Carsharing if the latter had occurred
- To the Potential Driver the half of the Reimbursement Fee that the former would have paid to him for the first day of the Carsharing if the latter had occurred
- To **Sharonomy** the entire Booking Fee that would have been due by the Potential Driver for the first day of the Carsharing if the latter had occurred
- And possibly fees to third parties

Failure to pay the respective parties the above-mentioned penalties will entail a rather negative rating of one (1) in the profile of the Owner and a comment that he did not show up at the start of a scheduled Carsharing.

3.10. Carsharing

3.10.1. Preparation of the documents to be signed before the effective start of Carsharing

Before the physical meeting meant to finalise the contractual procedure, the Owner and the Potential Driver should prepare preliminary and mandatory documents for the meeting:

- Preparation of the documents to be visually presented to the other party, such as driving license, vehicle registration certificate, credit card or debit card
- A Carsharing Contract, printed by the Potential Driver, but ideally also by the Owner; for reasons of simplicity **Sharonomy** shall propose, not impose, its own Carsharing Contract and send it to the Potential Driver and to the Owner as an attachment. Whether drafted by the Owner or the Potential Driver or by **Sharonomy**, such Carsharing Contract shall contain the following:
 - Information such as names, address, driver's license number, the vehicle registration number, etc...
 - A list of the rights and obligations of each party during the Carsharing

- A section describing the actual status of the Vehicle at the beginning (check-in) and at the end of the Carsharing (check-out)
- An insurance certificate issued by the Insurance, certifying that the latter does insure the Vehicle only for the whole duration of the Carsharing, to be printed by Potential Driver and/or Owner
- An accident report form pre-filled with the names, address, driver's license number, the vehicle registration number, name of the responsible insurance company that is covering the insurance during the Carsharing period, etc. printed by the Potential Driver and/or by the Owner. The Driver shall fill in such accident claim form should any accident occur during a Carsharing.

3.10.2 Dematerialised contract: smartphone app

As an alternative to the above-mentioned paper-based Carsharing Contract, **Sharonomy** envisage the possibility to have such Carsharing Contract dematerialised in the form of a smartphone app. Such app shall contain the following:

- Prefilled parameters such as names, address, driver's license number, the Vehicle registration number, etc.
- A section describing the actual status of the Vehicle at the beginning of the Carsharing: in addition to the paper-based version of the Carsharing Contract, such section will feature the obligation to take pictures of the front side, back side, left side and right side of the Vehicle as to identify damages that possibly existed prior to the beginning of the Carsharing
- A section describing the actual status of the Vehicle at the end of the Carsharing: in addition to the paper-based version of the Carsharing Contract, such section will feature the possibility to take pictures of the front side, back side, left side and right side of the Vehicle as to possibly identify damages that may have occurred during the Carsharing

3.10.3 Date and time of the actual Carsharing

The Potential Driver and Owner must respect the starting date and time of the actual Carsharing.

3.10.4 Actual start of the Carsharing

At the time and date of the scheduled start of the Carsharing, the Owner and the Potential Driver meet in person and finalise the necessary formalities:

- Obligatory visual inspection by the Owner:
 - That the documents submitted by the Potential Driver on his profile do effectively correspond to the physical documents submitted by the former, and in particular his driving license
 - That the Potential Driver disposes of either a credit card or a debit card in his own name and surname, unless the payment was made using wire, Sepa debit or PayPal
- Visual inspection by the Potential Driver of the registration of the Vehicle and the certificate of technical inspection
- Check-in report including internal and external inspection of the Vehicle
- Signing of the Carsharing Contract
- Effective remittance of the keys to the Potential Driver

If these formalities are met, the Carsharing may begin, and therefore the Vehicle gets the status of Covered Vehicle and the Potential Driver gets the status of Driver.

3.11. Extension of the Carsharing

If he is willing to do so, the Driver may at any time contact the Owner to possibly extend the Carsharing. If the Owner agrees, the driver must then formally apply for an extension of the Carsharing through the Website, and/or through a text message by submitting a request for extension equivalent to a standard booking request with the notable difference that the Driver already a priori knows that the Owner will respond favourably:

- If the request for extension is actually accepted, the Driver will be notified per email and/or text message and a new Total Amount will be debited. He will retain his status of Driver for the whole duration of the extended Carsharing
- If the request is rejected or if the time limit has passed, the Driver must return the Covered Vehicle at the originally scheduled date and time, and will accordingly not be charged any additional amount

3.12. Procedure in case of problems

3.12.1. Procedure in case of breakdown (due to an accident or not)

In case of an accident, incident, technical breakdown, flat tires, wrong fuel, lost keys, the Driver shall notify the Assistance as soon as possible by calling the dedicated number written at the bottom of page 1 of the Carsharing Contract or within the app, to declare the incident and to immediately demand the putting-in-action of some of the guarantees described in Article 5.1. The Driver shall also send an email to **Sharonomy** explaining what happened on be@caramigo.co and put the Owner in copy.

3.12.2. Cost of spare parts and possible labor hours

While the vast majority of breakdowns should not necessitate the use of any spare part to fix the incident, it is however possible that in some cases one or more specific spare parts be needed, in which case the Driver might be required to pay for such spare parts; in such a case, the following should determine how such spare parts ought to be paid for, and by whom.

Should the Assistance's patrol car be able to repair the Vehicle on the spot without making use of any specific spare part, then nothing ought to be paid by the Driver;

Should the Assistance's patrol car be able to repair the Vehicle on the spot but by making use of one or more specific spare parts, or should the Assistance's patrol car not be able to repair the Vehicle on the spot meaning the latter will have to be towed away to a garage where it will possibly be repaired by making use of one or more specific spare parts and associated labor hours, then these costs might be initially borne by the Driver:

- if the total costs of such spare parts do not exceed the Total Amount initially paid by the Driver for the entire Carsharing and do not exceed 100 EUR, then the Driver will need to pay these costs and the Owner will then reimburse the Driver at the end of the Carsharing by allowing Sharonomy to debit his electronic money account in order to credit that of the Driver's by the exact amount paid by the latter to cover for the costs of the spare parts and associated labor costs
- if the total costs of such spare parts do exceed the Total Amount initially paid by the Driver for the entire Carsharing or do exceed 100 EUR, then the Driver will need to contact the Owner to get the latter's written approval that he will reimburse him for all the costs related to these spare parts and associated labor costs:
 - if so, then the Driver should pay these costs and the Owner irrevocably reimburses him at the end of the Carsharing;

- without such written approval, the Driver should not pay any of these costs and the Owner will himself bear the responsibility to pay for the spare parts and associated labor costs and will do his best efforts not to hinder the Driver's possibility to complete his journey.

3.12.3. Procedure in case of an accident involving third-parties

The procedure to follow in case of an accident involving third-parties will depend on the country in which the Vehicle is registered. If the Vehicle is registered in:

- BE (Belgium) & PT (Portugal): in case of an accident involving third-parties the Driver and the third party ought to fill-in an accident report, **quoting the Insurance as the insurance company covering the Vehicle in civil liability during the Carsharing.**

Afterwards the Driver shall immediately notify the Insurance by calling the number written at the bottom of page 2 of the Carsharing Contract or within the app, to declare the accident and to immediately demand the putting-in-action of some of the guarantees described in Article 5.2. He shall then send to the Insurance the accident report as well as any other document that may be of importance in relation to the accident. The Insurance will in return transmit such documents to **Sharonomy** per email.

- BG (Bulgaria): in case of an accident involving third-parties the Driver and the would-be third party ought to fill-in an accident report, **not quoting the Insurance as the insurance company covering the Vehicle during the Carsharing but quoting the insurance company mentioned on the Vehicle's original insurance certificate (and/or green card) as the insurance company covering the Vehicle in civil liability during the Carsharing.**

Afterwards the Driver shall immediately notify the Owner who shall in turn immediately notify the Vehicle's original insurance to declare the accident and to demand the putting-in-action of the guarantees offered by the Vehicle's original insurance. The Driver shall also notify **Sharonomy** per email about the occurrence of the accident.

3.12.4. Procedure in case of an accident not involving any third-parties

In case of an accident not involving any third-parties, the Driver shall immediately notify the Insurance by calling the number written at the bottom of page 2 of the Carsharing Contract or within the app, to declare the accident and to immediately demand the putting-in-action of some of the guarantees described in Article 5.2. He shall then send to the Insurance the accident report as well as any other document that may be of importance in relation to the accident. The Insurance will in return transmit such documents to **Sharonomy** per email.

3.12.5. Procedure in case of theft

In case of theft, the Driver shall declare the event to the competent authorities of the municipality where the theft took place, within maximum 24 hours of the discovery of theft.

Afterwards the Driver shall immediately notify the Insurance by calling the number written at the bottom of page 2 of the Carsharing Contract to declare the theft, and to immediately demand the putting-in-action of some of the guarantees described in Article 5.2. He shall then address the Insurance the accident report as well as any other document that may be of importance in relation to the accident. The Insurance will in return transmit such documents to **Sharonomy** per email.

If the Driver does not comply with the above-described obligations, his financial responsibility could possibly not be limited to the Deductible.

3.13. End of the Carsharing

At the time and date of the scheduled end of the Carsharing, the Owner and the Driver meet again and arrange the necessary formalities:

- Check-out report including internal and external inspections of the Vehicle, to be compared to the check-in report
- Filling-in and signing of a statement indicating that the Carsharing Contract has ended
- Effective remittance of the keys back to the Owner

3.13.1. State and content of the Vehicle

The Driver commits to:

- Return the Vehicle to the Owner:
 - In the same operating and safety condition as at the beginning of the Carsharing
 - Clean and without any damage other than those reported in the check-in report
 - With a tank level identical to the level at the start of the Carsharing
- Return to the Owner:
 - The original registration certificate
 - The accident claim form, 2 yellow jackets, a warning triangle, and an alcohol level tester
- Respect the date and time for returning the Vehicle

3.13.2. In case no supplementary kilometres have been driven during the Carsharing

If the Driver drove the Covered Vehicle a number of kilometres which is less or equal than the number of kilometres included in the Fixed Reimbursement Fee which has already been paid for, no additional amount will be due.

3.13.3. In case extra kilometres have been driven during the Carsharing

If the Driver drove the Covered Vehicle a number of kilometres higher than the number of kilometres included in the Fixed Reimbursement Fee which has already been paid for, the Owner must write down the amount of additional kilometres in the section “My bookings” of his profile or within the appropriate section of the smartphone app, during the closing procedure of the Carsharing; hereupon the Variable Reimbursement Fee will be calculated in function of the additional amount of kilometres, and a supplementary Total Amount will be charged and debited from the Deposit.

As an example, if the Vehicle is featured by the Owner for a daily Total Amount of 50 euros, included 100 kilometres, and the Driver drove 100 additional kilometres, an additional total amount of $100 \times 0,10$ – i.e. 10 euros – will be charged and debited through the Deposit.

3.13.4. Traffic violations and fines

The Driver is solely responsible for all traffic offenses committed during the Carsharing.

In this context, the Driver must immediately inform the Owner of any offense and pay the fine immediately if the opportunity is given to him (such as a request for immediate perception).

If the Owner is fined for an offense allegedly committed during a Carsharing he should immediately inform **Sharonomy** and denounce the Driver by filling in the details of the Driver in the appropriate form and sending it by registered mail to the relevant authorities.

3.13.5. Check-out procedure

At the bottom of the Carsharing Contract or within the appropriate section of the smartphone app, the Owner and the Driver indicate if the check-out is identical on all points to the check-in (with the exception of the amount of kilometres):

- If that is the case, a discharge will be signed, indicating the Contract is properly closed
- If this is not the case:
 - If any Minor Problems have occurred, the Owner and the Driver agree to write down a detailed description on page 2 of the Carsharing Contract in the section “Minor problems” or within the appropriate section of the smartphone app, and an amicable settlement ought to be found allowing the Owner to be compensated for the damages
 - If any Major Problems have occurred, the Owner and the Driver agree to write down a detailed description on page 2 of the Carsharing Contract in the section “Major problems” or within the appropriate section of the smartphone app, whether or not the damages are a consequence of an accident for which an accident report has been completed, the Owner and/or the Driver shall immediately notify the Insurance by calling the number written at the bottom of page 2 of the Carsharing Contract, to declare the damages and to immediately demand the putting-in-action of some of the guarantees described in Article 5.2. He shall then address the Insurance the accident report as well as any other document that may be of importance in relation to the accident. The Insurance will in return transmit such documents to **Sharonomy** per email.

3.13.6. Payment of reimbursement of Minor Problems and possible use of the Deposit

Should the Owner and the Driver not come to an amicable settlement to arrange a fair reimbursement due to Minor Problems, following a request by the Owner containing pictures of the damages, **Sharonomy** could mandate the Electronic Money Institution to, before unblocking the Deposit, transfer to the Owner the following amount(s):

- In case of delay of more than 15 minutes when returning the Vehicle: 10€ per hour of delay
- Loss of the keys of the Vehicle: 100€
- More than ¼ fuel level difference compared to initial level: 20€
- Cracks, tears, burn marks, stains: 200€
- Extremely dirty interior: 30€
- Extremely dirty car body (exterior): 30€
- Tears on the car body: 200€

If solicited, the involvement of **Sharonomy** should exclusively consist of the analysis of the request of the Owner i.e. taking a temporary position in the dispute and, as the case may be, to transfer to the Electronic Money Institution instructions for permitting the whole or partial use of the Deposit, however without guarantees that the effective payment will take place.

3.13.7. Termination of the Carsharing

In order to close the Carsharing, the Owner should go to the section “My bookings” of his profile or within the appropriate section of the smartphone app, to indicate the data mentioned in the check-out, especially the amount of kilometres, after which he must leave a rating of the Driver. Once these data have been

introduced and the rating has been made, the Owner can finalise the Carsharing and his electronic money account will be credited with an amount corresponding to the Reimbursement Fee.

The Driver is also prompted to leave a rating about the Owner.

The closing of the Carsharing generates a summarising email to the Owner and to the Driver indicating the Reimbursement Fee received in the case of the Owner, or the Total Amount paid in the case of the Driver.

4. Eligibility criteria and Terms of Usage

For the Driver (and his passengers) as well as the Covered Vehicle and the Owner to benefit from the Carsharing guarantees described in Article 5, they must use the Website to conduct any transaction related to the Carsharing of the Vehicle and meet the eligibility requirements set out below.

The non-abidance by a Member of the present GTC's and in particular the clauses relating to the insurance or to the roadside assistance could cause the partial or complete revocation of the insurance guarantees or roadside assistance guarantees with the consequence that the Vehicle would not be considered anymore as a Covered Vehicle, whereby the costs and the responsibilities related to an accident, incident, or other damages during the Carsharing could entirely befall to the Member who did not abide by the given conditions.

4.1. Use of the Website to arrange and conclude a reservation

If Members partially or fully bypass the Website to send a booking request or a request for extension of the Carsharing, to accept, to confirm and/or to pay the Total Amount, the Carsharing will not be covered by the Assistance nor by the Insurance and will therefore take place at the own risk of the Driver and the Owner.

Regarding Variable Reimbursement Fees, if a Member voluntarily underestimates the true mileage to artificially reduce the Total Amount, by accepting or making a parallel payment of the mileage, this could result in the partial or complete revocation of the insurance or roadside assistance guarantees. A tolerance of 10% will however be granted to resolve differences concerning travelled distances without using the Website.

4.2. Eligibility criteria of a Vehicle and/or Owner

4.2.1. For a Vehicle registered on the BE (Belgian) section of the Website

For the Vehicle to benefit from the Carsharing guarantees described within the Specific Assistance Conditions, Specific Insurance Conditions and other guarantees described in Article 5, it must meet the following eligibility requirements:

- Be registered in Belgium (taxis, Z plates & other specific plate excluded) in category M1 or N1
- Be insured by an insurance company approved by the Belgian insurance regulator
- Valid technical inspection certificate
- Must have an engine power less than 200 kw
- Must carry a maximum weight of 3.5 tons
- The following car brands are excluded:
 - AC
 - Alpine

- Aston Martin
- Bentley
- Bugatti
- Corvette
- De Tomaso
- Ferrari
- Lamborghini
- Ligier
- Lotus
- Maserati
- McLaren
- Pegaso
- PGO
- Pininfarina
- Porsche
- Rolls Royce
- TVR
- Tesla
- Zagato

In addition, at the beginning of each Carsharing, a Carsharing Contract (smartphone app) should be signed by the Owner and the Driver.

The following vehicles do not receive the benefits described in Article 5 or in the Specific Insurance Conditions:

- Motor tricycles
- Quads and buggies
- Trailers and caravans
- Vehicles whose owner is a professional garage, taxi or renter (and the rental represents more than 10% of the overall activity)
- Vehicles that were registered more than 20 (twenty) years ago

4.2.2. For a Vehicle registered on the BG (Bulgarian) section of the Website

For the Vehicle to benefit from the Carsharing guarantees described within the Specific Assistance Conditions, Specific Insurance Conditions and other guarantees described in Article 5, it must meet the following eligibility requirements:

- Be registered in Bulgaria
- Be insured by an insurance company approved by the Bulgarian insurance regulator
- Valid technical inspection certificate
- Must have an engine power less than 220 kw

In addition, at the beginning of each Carsharing, a Carsharing Contract (paper-based or smartphone app) should be signed by the Owner and the Driver.

The following vehicles do not receive the benefits described in Article 5 or in the Specific Insurance Conditions:

- Motor tricycles
- Quads and buggies
- Trailers and caravans
- Vehicles that were registered more than 25 (twenty-five) years ago

4.2.3. For a Vehicle registered on the PT (Portuguese) section of the Website

For the Vehicle to benefit from the Carsharing guarantees described within the Specific Assistance Conditions, Specific Insurance Conditions and other guarantees described in Article 5, it must meet the following eligibility requirements:

- Be registered in Portugal
- Be insured by an insurance company approved by the Portuguese insurance regulator
- Valid technical inspection certificate
- Must have an engine power less than 220 kw

In addition, at the beginning of each Carsharing, a Carsharing Contract (paper-based or smartphone app should) be signed by the Owner and the Driver.

The following vehicles do not receive the benefits described in Article 5 or in the Specific Insurance Conditions:

- Motor tricycles
- 3 wheelers
- Quads and buggies
- Trailers and caravans

4.3. Eligibility criteria of the Potential Driver

4.3.1. For a Potential Driver willing to book a Vehicle registered in BE (Belgium) section of the Website

For a Member to obtain the status of Potential Driver, as a prelude to the status of Driver, he must meet the following eligibility requirements:

- Age:
 - Be at least 23 years old in order to drive a Vehicle which engine power does not exceeds 85 kw
 - Or be at least 25 years old in order to drive a Vehicle which engine power is between 86 kw and 200 kw
- Domiciled in Belgium or in one of the Member States
- Be in possession for more than 3 years of a valid driving license issued by a Belgian Institution or by one of other Member States belonging to the European Economic Area
- Make a sworn statement that he has not been held responsible of any accident or any revocation of his driving licence, resulting in physical injuries
- Make a sworn statement issue that he has not been subject to any early termination of his automotive insurance, in Belgium or abroad
- Make a sworn statement that he is medically fit to drive
- That he has not been convicted for driving while intoxicated, drunk driving, or impaired driving.

4.3.2. For a Potential Driver willing to book a Vehicle registered on the BG (Bulgarian) section of the Website

For a Member to obtain the status of Potential Driver, as a prelude to the status of Driver, he must meet the following eligibility requirements:

- Age:
 - Be at least 21 years old in order to drive a Vehicle which engine power does not exceed 73 kw
 - Or be at least 25 years old in order to drive a Vehicle which engine power is exceeds 73kw

- Be in possession for more than 3 years of a valid driving license
- Make a sworn statement that he has not been held responsible of any accident or any revocation of his driving licence, resulting in physical injuries, during the last 5 years
- Make a sworn statement issue that he has not been subject to any early termination of his automotive insurance, in Belgium or abroad, during the last 5 years
- Make a sworn statement that he is medically fit to drive
- That he has not been convicted for driving while intoxicated, drunk driving, or impaired driving, during the last 5 years

4.3.3. For a Potential Driver willing to book a Vehicle registered on the PT (Portuguese) section of the Website

For a Member to obtain the status of Potential Driver, as a prelude to the status of Driver, he must meet the following eligibility requirements:

- Age:
 - Be 21 years or older to drive a Vehicle which engine power does not exceed 75 kw
 - Be 23 years or older to drive a Vehicle which engine power exceeds 75 kw
- Be in possession for more than 3 years of a valid driving license
- Make a sworn statement that he has not been held responsible of any accident or any revocation of his driving licence, resulting in physical injuries, during the last 5 years
- Make a sworn statement issue that he has not been subject to any early termination of his automotive insurance, during the last 5 years
- Make a sworn statement that he is medically fit to drive
- That he has not been convicted for driving while intoxicated, drunk driving, or impaired driving, during the last 5 years

4.4. Conditions of use of a Covered Vehicle by the Driver

During the Carsharing, the Driver will take possession of the Vehicle of an Owner in due diligence and for his own needs.

Particularly, the Driver must respect the following obligations:

- Fully respect the traffic regulations in the country where the vehicle will be driven, in particular the regulations concerning speed limits
- Protect the Vehicle against theft by closing the doors and windows when leaving, and locking the Vehicle
- To guarantee he drives the Vehicle himself and not entrust the driving to a third person (except in case of duly registered and authorized supplementary drivers)
- Not overloading the Vehicle with objects exceeding the payload, endangering the safety or prone to cause damage to the Vehicle
- Not using the Vehicle for off-road driving, sport meetings or similar events, nor on race and training tracks
- Not using the Vehicle for taxi services or carpooling, transport of dangerous substances, or participation in public events or other public and promotional use
- Not modifying any interior aspect of the Vehicle, effectuating any technical change, nor performing any repairs at his own initiative
- Not parking the car in private parking spaces without authorization, or parking places limited to certain days or certain hours

- Returning the Vehicle at the right time and the agreed place, with the same fuel level and in the same interior and exterior state as at the start of the Carsharing

5. Guarantees

Provided he meets the eligibility conditions set out in Article 4, in addition to the general guarantees coverage governed by the general conditions of the Assistance and those of the Insurance, the following guarantees are granted:

5.1. Assistance guarantees granted during the Carsharing period

5.1.1. For a Vehicle registered on the BE (Belgian) section of the Website

Identity & details of the Assistance: Touring Club Royal de Belgique ASBL, Rue de la Loi 44, B-1040 Bruxelles, registered in the company register under the number BE 0403 471 597.

Beneficiaries: insofar as the abovementioned eligibility criteria in Article 4 are respected, the following assistance guarantees will be granted to the Driver and his passengers, or any other Member (subscribed to the Website) provided they are mentioned in the Carsharing Contract⁶.

Enumeration of the guarantees:

- Coverage BeLux (Belgium and the Grand Duchy of Luxembourg):
 - Roadside assistance after a traffic accident, technical breakdown, wrong fuel type usage or loss of keys, in Belgium and the Grand Duchy of Luxembourg, and this within 50 km of the Belgian borders
 - Towing to an address of preference by the Vehicle's Owner
 - Provision of a replacement vehicle class A or B during maximum 5 days, in case a provisional or definitive repair appears impossible
- Optionally, the Potential Driver can opt for European Coverage (in addition to the coverage of Belgium and the Grand Duchy of Luxembourg):
 - Roadside assistance after a traffic accident, technical breakdown, flat tires, usage of wrong fuel type or loss of keys
 - If the accident took place within Belgium or the Grand Duchy of Luxembourg:
 - Towing to an address of preference by the Vehicle's Owner
 - Provision of a replacement vehicle class A or B during maximum 5 days, in case a provisional or definitive repair appears impossible
 - If the accident took place outside the borders of Belgium and the Grand Duchy of Luxembourg:
 - Towing to an authorized dealer located abroad
 - Repatriation of the Vehicle to a garage of choice of the Owner in Belgium
 - Provision of a replacement Vehicle class A or B during maximum 5 days, in case a provisional or definitive repair appears impossible

Coverage: the assistance guarantees shall apply for all countries in the European Union, as well as Andorra, Liechtenstein, Norway, San Marino, Switzerland and the Vatican.

⁶ Exception will be made if the vehicle is driven by a non-Member in order to respond to a situation requiring emergency transport of the Driver to a doctor, hospital, clinic or any institution authorised to administer care

5.1.2. For a Vehicle registered on the BG (Bulgarian) section of the Website

Identity & details of the Assistance: Groupama Zastrahovane EAD (групама застраховане еад), 47A Tsarigradsko Shosse, build. V, 3rd floor, BG-1124 Sofia, registered in the company register under the number BG 131421443.

Beneficiaries: insofar as the abovementioned eligibility criteria in Article 4 are respected, the assistance guarantees will be granted to the Driver, or any other Member (subscriber of the Website) provided they are mentioned in the Carsharing Contract.

Enumeration of the guarantees:

- Assistance due to accidents, technical problems or damages (including puncture, filling inappropriate fuel, loss of keys); on average the patrol car will arrive at the place of the incident within 45 to 60 minutes
- Transport of the Covered Vehicle to a closest garage situated in a radius of 50 kms and in the immediate vicinity of:
 - either a Български държавни железници (Bulgarian national railway) train station
 - or a station on belonging to a national long-distance coach network (as opposed to a local urban bus network)
- If the Driver wishes to continue his/her journey either:
 - by train or by bus, Groupama will provide him/her along with the accompanying passengers with the tickets required to reach the destination and the transport to the closest respective transport terminal.
 - or by taxi, in which case Groupama will bear the costs of up to 100 BGN
- If the Vehicle had to be repaired, then the Owner will need to come to the garage where the repair took place to get the Vehicle back; in such a case Groupama will bear the costs of the train or coach that was used to travel from the Owner's own home to the garage, upon deliverance by the Owner of a receipt

Coverage: the assistance guarantees shall apply in the Republic of Bulgaria.

5.1.3. For a Vehicle registered on the PT (Portuguese) section of the Website

Identity & details of the Assistance: Seguradoras Unidas, S.A., Avenida da Liberdade 242, PT-1250-149 Lisboa, registered in the company register under number 500940231.

Beneficiaries: insofar as the abovementioned eligibility criteria in Article 4 are respected, the assistance guarantees will be granted to the Driver, or any other Member (subscriber of the Website) provided they are mentioned in the Carsharing Contract.

Enumeration of the guarantees:

- Assistance due to accidents, technical problems or damages (including puncture, filling inappropriate fuel, loss of keys); on average the patrol car will arrive at the place of the incident within 45 minutes
- Transport of the Covered Vehicle to a closest garage situated in a radius of 50 kms and in the immediate vicinity of:
 - either a Comboios de Portugal (Portuguese national railway) train station
 - or a station on belonging to a national long-distance coach network⁷ (as opposed to a local urban bus network)

⁷ Such as for instance Rede Expressos (www.rede-expressos.com) or Renex (www.renex.pt), etc...

- Provision of a class A or B replacement vehicle to the Driver, for up to 5 days per Carsharing Contract, but in any case not longer than the duration of the relevant Carsharing Contract; the decision to provide such replacement vehicle will be made upon whether the Vehicle may be repaired within 8 hours following the arrival at the garage:
 - If this is the case, then the Driver will have to wait until the repair has taken place
 - If this is not the case, whatever the reason may be, then the Driver will immediately be entitled to a replacement vehicle, to be provided by the garage itself or by a car rental company situated in the immediate vicinity of the garage
- If the Driver wishes to continue his/her journey either:
 - by train or by bus, the Assistance will provide him/her along with the accompanying passengers with the tickets required to reach the destination and the transport to the closest respective transport terminal.
 - or by taxi, in which case the Assistance will bear the costs of up to 100 EUR
- If the Driver is entitled to a replacement vehicle, and if the provision of such vehicle can only take place the day following his/her arrival at the garage, then the former along with the accompanying passengers will be entitled to one night in a hotel room situated in the immediate vicinity of the garage; the former will also be applicable if the Driver had chosen the continuation of his/her journey by bus or train
- All spare parts, costs of repairs, including labour costs, should the Assistance's patrol car not be able to repair on the spot, ought to be borne by either the Driver or the Owner

Coverage: the assistance guarantees shall apply in Portugal and in Spain.

5.2. Insurance guarantees granted during the Carsharing period

5.2.1. For a Vehicle registered on the BE (Belgian) section of the Website

Identity & details of the Insurance: AXA SA, Place du Trone 1, B-1000 Brussels, registered in the company register under number BE 0404 483 367.

Beneficiaries: insofar as the abovementioned eligibility criteria in Article 4 are respected, the insurance guarantees will be granted to the Driver and his passengers, or any other Member (subscriber of the Website) provided they are mentioned in the Carsharing Contract.

Enumeration of the guarantees:

- Civil liability Insurance (RC), as described in the chapter RC of the Specific Insurance Conditions of AXA (CarAmigo-RC-FR--20180525)
- Legal Expenses Insurance (PJ), as described in the chapter PJ of the Specific Insurance Conditions of AXA (CarAmigo-PJ-FR--20180525)
- Damages to Covered Vehicles by accident, fire, theft or attempt to theft, forces of nature, natural catastrophes, animal crossings, as described in the chapter all-risks of the Specific Insurance Conditions of AXA (CarAmigo-PV-FR--20180525)

Maximum amount of guarantees: for damages to the Covered Vehicle, the compensation commitment of AXA will not exceed 35.000 EUR ex-VAT per Insured Vehicle unless stated otherwise in writing waiver by AXA.

Exclusions (other than those mentioned in the Specific Insurance Conditions):

- Damages to the tires
- Damages to parts of the Vehicle which do not form part of the body at the moment of an incident
- Damages to the underbody

- Damages to the windows

Deductible: in case of an accident or theft whose responsibility partially or totally befall on the responsibility of the Driver, a deductible of 750 EUR will be charged to the Driver (except otherwise stipulated within the Specific Insurance Conditions). In order to do so, the part of the Deposit corresponding to the Deductible will actually be paid to AXA by the Driver and may amount up to 750 EUR. In the case of theft by embezzlement, the Deductible will be increased by 2000 EUR, or if it is impossible to block or charge this amount on the payment modality originally used by the Driver, AXA compensation paid to the owner will be reduced by 2.000 EUR including taxes.

The warranty Legal Expenses Insurance (PJ) shall apply only, if the above amounts to more than 500 EUR⁸

In the case of an accident or event involving several Vehicles insured by the same agreement, it is stated that the Deductible separately applies to each vehicle.

Coverage: the insurance guarantees shall apply for all countries in the European Union, as well as Andorra, Liechtenstein, Norway, San Marino, Switzerland and the Vatican.

5.2.2. For a Vehicle registered on the BG (Bulgarian) section of the Website

Identity & details of the Insurance: Groupama Zastrahovane EAD (Групама Застраховане ЕАД), 47A Tsarigradsko Shosse, BG-1124 Sofia, registered in the company register under the number BG 131421443.

Beneficiaries: insofar as the abovementioned eligibility criteria in Article 4 are respected, the insurance guarantees will be granted to the Driver, or any other Member (subscriber of the Website) provided they are mentioned in the Carsharing Contract.

Enumeration of the guarantees:

- Damages to the Covered Vehicle (casco) in case of an accident, fire, theft, embezzlement, forces of nature, natural disasters, clashes with animals or broken windows, as described in the general conditions of Groupama's "casco comfort" and in the Specific Insurance Conditions

Conditions for the casco coverage: in order for a Vehicle to benefit from the casco coverage described above, one of the 3 following conditions ought to be met:

- Either the Vehicle is already insured in casco by Groupama
- Or the Vehicle is already insured in casco by another insurance company
- Or the dematerialised version of Carsharing Contract (smartphone app) is used to fill-in the check-in & check-out reports and the pictures are submitted

Maximum amount of guarantees: for damages to the Insured Vehicle, the compensation commitment of Groupama will not exceed 15.000 BGN per Covered Vehicle unless stated otherwise in writing waiver by Groupama.

Exclusions (other than those mentioned in the Specific Insurance Conditions):

- Damages to the tires

⁸ In case the damages are for example for 400 EUR, the Legal Protection warranty will not apply. In case the damages are for example at 800 EUR, than the Legal Expenses Protection will amount to 800 EUR.

- Damages to parts of the Vehicle which are not part of the body
- Replacement of spare parts

Extensions: Groupama will maintain the guarantees granted in the case where:

1. The Covered Vehicle is driven by a Driver who submitted, during the membership registration, invalid, false or falsified documents
2. The Driver's driving license had been subject of a cancellation, suspension, limitation of validity, which neither the Owner nor **Sharonomy** was aware at the time of the Carsharing
3. The Vehicle is driven by a Driver in a state of alcoholic intoxication or a similar condition, resulting from the consumption of products other than beverages alcoholic
4. The Vehicle is driven without the acknowledgment of the Driver, by a person not holding any driving license and having deceived the Driver with a false statement or the submission of invalid, false or falsified documents

Right of recourse: Groupama will keep its rights to subrogate against a Driver in order to possibly recoup the compensation or damages and associated costs paid under the circumstances detailed in above paragraphs 1, 2 and 3, as well as in the case of embezzlement.

Deductible: in case of an accident which responsibility falls partially or totally under the responsibility of the Driver or on a person to whom he had given the permission to drive the Vehicle, a deductible of 300 BGN will be charged to the Driver if the share of the damages not caused by the third party exceeds this amount. In order to do so, the amount initially blocked as Deposit will be actually paid to the Owner and up to 300 BGN.

In the case of an accident or event involving several Vehicles insured by the same agreement, it is stated that the Deductible separately applies to each vehicle.

Coverage: the assistance guarantees shall apply in the Republic of Bulgaria.

5.2.3. For a Vehicle registered on the PT (Portuguese) section of the Website

Identity & details of the Insurance: Seguradoras Unidas SA, Avenida da Liberdade 242, PT-1250-149 Lisboa, registered in the company register under number 500940231.

Beneficiaries: insofar as the abovementioned eligibility criteria in Article 4 are respected, the insurance guarantees will be granted to the Driver and his passengers, or any other Member (subscriber of the Website) provided they are mentioned in the Carsharing Contract.

Enumeration of the guarantees:

- Third-party liability Insurance as described in Article 1 a) of the Specific Insurance Conditions of the Insurer
- Legal protection, as described in Article 1 f) of the Specific Insurance Conditions of the Insurer
- Driver's insurance, as described in the Specific Conditions of Insurance of the Insurer
- Damages to the Covered Vehicle (casco) in case of an accident, fire, theft, embezzlement, forces of nature, natural disasters, clashes with animals or broken windows, as described in the Specific Conditions of Insurance of the Insurer

Maximum amount of guarantees: for damages to the Covered Vehicle, the compensation commitment of the Insurer will not exceed 50.000 EUR ex-VAT per Insured Vehicle unless stated otherwise in writing waiver by the Insurer.

Exclusions (other than those mentioned in the Specific Insurance Conditions):

- Damages to the tires
- Damages to parts of the Vehicle which are not part of the body, as mentioned in Insurer's General Conditions, Clause 38.^o of the GC and al. C) and Clause 3.^a of the Specific Condition of Collision and Glass Cover.

Extensions: the Insurer will maintain the guarantees granted in the case where:

1. The Covered Vehicle is driven by a Driver who submitted, during the membership registration, invalid, false or falsified documents
2. The Driver's driving license had been subject of a cancellation, suspension, limitation of validity, which neither the Owner nor **Sharonomy** was aware at the time of the Carsharing
3. The Vehicle is driven by a Driver in a state of alcoholic intoxication or a similar condition, resulting from the consumption of products other than beverages alcoholic
4. The Vehicle is driven without the acknowledgment of the Driver, by a person not holding any driving license and having deceived the Driver with a false statement or the submission of invalid, false or falsified documents

Deductible: in case of an accident which responsibility falls partially or totally under that of the Driver, a Deductible will be charged to the Driver if the share of the damages not caused by the third party exceeds the amount of the Deductible itself. In order to do so, the amount initially retained as Deposit will be partially or totally paid to the Owner, while the compensation to be paid by the Insurer to such Owner will be reduced by the same amount:

In the case of an accident or event involving several Vehicles insured by the same agreement, it is stated that the Deductible separately applies to each vehicle.

1. Standard Deductible: the amount of the Deductible will depend on the power of the Vehicle:
 - For a car which power does not exceed 75 kw (around 100 hp), the Deductible will amount to 500 EUR
 - For a car which power is comprised between 75 kw (around 100 hp) and 112 kw (around 150 hp) the Deductible will amount to 750 EUR
 - For a car which power exceeds 112 kw (around 150 hp), the Deductible will amount to 1250 EUR
2. Reduced Deductible: as an alternative to the above-mentioned standard Deductible, the Driver will be given the possibility to reduce the Deductible, hence the retained Deposit, to 250 EUR against the payment of an additional Booking Fee:
 - For a car which power does not exceed 75 kw (around 100 hp), the additional Booking Fee will amount to 2 EUR
 - For a car which power is comprised between 75 kw (around 100 hp) and 112 kw (around 150 hp), the additional Booking Fee will amount to 3 EUR
 - For a car which power exceeds 112 kw (around 150 hp), the additional Booking Fee will amount to 4 EUR.

Coverage: the insurance guarantees shall apply for all countries in the European Union.

6. Payment and fees

In order to ensure that each Covered Vehicle will be granted the guarantees described in Article 5, the Assistance and the Insurance will, for every Carsharing, respectively receive directly an Assistance Fee

and an Insurance Fee directly from the Driver via the online payment service provided by the Electronic Money Institution. On its side **Sharonomy** will also receive, for every Carsharing, a Booking Fee directly from the Driver via the online payment service provided by the Electronic Money Institution. These Fees will be based on the amount of days the Carsharing will take place, as well as for the effectively travelled amount of kilometres.

6.1. Identity & details of the Electronic Money Institution

The Electronic Money Institution is Mangopay, a division of Leetchi Corp SA (itself a subsidiary of Crédit Mutuel Arkéa SA), 59 boulevard Royal, L-2449 Luxembourg, registered before the Luxembourgish Financial Regulator CSSF under number W00000005 as electronic money issuer.

Sharonomy has been notified by Leetchi Corp SA as electronic money distributor before the FSMA (Belgian financial services and markets authority) through the CSSF (Luxembourg commission of financial sector supervision).

6.2. General Payment Conditions

The General Payment Conditions of the present GTC's are those of the Electronic Money Institution and are described on https://www.mangopay.com/terms/Mangopay_Terms-EN.pdf.

6.3. Supported means of payment

The Electronic Money Institution currently accepts the following means of payment:

- MasterCard
- Maestro
- Visa

The Electronic Money Institution does not accept any of the following means of payment:

- Bank wire
- Cash
- Checks
- PayPal
- Sepa direct debit

6.4. Supported currencies

If the Vehicle is registered in Canada, a Eurozone country, Great Britain, Poland or the United States, then the amounts mentioned on the Website should be displayed in the respective currency (hence in CAD, EUR, GBP, PLN or in USD) and the Electronic Money Institution should be able to establish the transaction to pay -or receive- money in such local currency.

If the Vehicle is not registered in any of the above-mentioned countries, then the amounts mentioned on the Website in CAD, EUR, GBP, PLN or in USD might be also supplemented by amounts labelled in the local currency, but for informational & indicative purposes only, and the actual transaction will remain either in CAD, EUR, GBP, PLN or in USD; in such a case, the Potential Driver or the Owner should contact his local bank to determine if foreign transaction fees will apply either to pay the Total Amount or to receive the Reimbursement Fee.

7. Disclaimer

Sharonomy is not a car rental company but merely a community-based platform intended to connect Owners and Potential Drivers for the purpose of Carsharing of Vehicles.

Sharonomy is not involved in the transactions between Drivers and Owners. **Sharonomy** communicates information from and to Members for which it can not guarantee the accuracy, authenticity or completeness. In this context Members should be cautious when contracting with other Members.

Sharonomy is not able to a priori control the quality, safety or legality of the listed Vehicles, nor the truth or accuracy of the profiles, nor the ability of Owners to make available the said Vehicles nor the actual capacity of Drivers to properly use the said Vehicles.

The responsibility of **Sharonomy** cannot be invoked due to inaccuracies or errors contained in the profiles of the Vehicles, each Owner having an obligation to provide the latter in good faith using genuine and updated information. **Sharonomy** can therefore not be held responsible for any non-compliance of some Vehicles with respect to their description presented on the Site.

Acting as a mere intermediary, **Sharonomy** can in no way be held responsible for total or partial failure of one party to the Carsharing Contract. In any case, **Sharonomy** can not be held responsible for any dispute relating to Carsharing Contract, including any damage endured by the Driver or by the Owner related to the Carsharing of a Vehicle.

Owners may not claim from **Sharonomy** any financial compensation or indemnity, they themselves carry the risk of the provision of their own Vehicles.

Since **Sharonomy** does not interfere in the transaction between an Owner and a Driver, Members clear **Sharonomy** (and its parent, its subsidiary companies and any group, officers, directors, agents and employees) from any liability in case of disputes between Members, claim, or damage present or future, alleged or not, recorded or not, resulting directly or indirectly from the use of the Site.

Sharonomy can not be held responsible for the conduct of Drivers, nor for their driving behaviour.

Sharonomy is not responsible for any potential income or not, real or not, resulting from the use of the Website by Owners. As the case may arise, each Member will need to declare and pay all possible taxes & duties in relation to the Carsharing, including possible VAT.

Neither **Sharonomy** nor its directors, officers, employees, owners, agents, representatives are liable for any direct, incidental, indirect material or immaterial loss, resulting from the use of the Site.

Sharonomy does not approve nor endorse any transaction on the Site, and Users - including Members - are solely responsible for the legality of their actions.

Except when explicitly informed about the existence of illegal content according to the applied law, and in the subsequent absence of removal of such content, **Sharonomy** can not be held liable for any content or actions (or lack thereof) from Members, nor for the Vehicles available on the Site.

Sharonomy never guarantees the solvency of its Members, including Drivers.

Sharonomy provides hypertext links to internet sites, edited and/or managed by third parties. Insofar as there is no control over these external resources, i.e. **Sharonomy** does not exercise any form of control, the User acknowledges that **Sharonomy** bears no responsibility for the availability and/or content on the sites in question, including the websites of the Assistance and/or the Insurance.

Sharonomy does not guarantee that the Service will operate without interruption or functions completely without error. Although **Sharonomy** makes sure to put the Website at disposal for 7 days a week, 24 hours a day, she reserves the right to – at any moment and without pre-warning – interrupt access to the Website for technical or other reasons, such as terminating the Service, and this without being held responsible for interruptions and consequences thereof to a user or third-party.

8. Force Majeure

Sharonomy shall not be held liable for any delay, total or partial failure in the performance of their obligations if these are due to force majeure.

Force majeure shall mean any unforeseeable, inevitable event, independent from the will of the parties, which cannot be prevented through zeal and fervour, and which took place after the entry into force of the present Contract while preventing from wholly or partially fulfilling the resulting obligations.

Among others are considered as force majeure: strikes and failures of the technical and IT services.

9. Intellectual property

All editorial materials, pictures and images, illustrations, media and video files and any other graphic design material, and names and logos, trademarks and service marks which are presented on the site are material and intellectual property of **Sharonomy**, or its affiliated companies or third parties with whom **Sharonomy** has licence agreements and other conventions. They can be protected by copyright, trademark law, or any other law related to intellectual property. It is not allowed to copy, send, distribute, sell, publish, transmit, circulate, arrange or modify any Website material, whole or parts thereof. Should one wish to reproduce these or publicly communicate, one must apply for a written authorisation at **Sharonomy**, unless the latter is not necessary under the concerned legal dispositions.

Conform the provisions of the law concerning copyright and neighbouring rights (June 30, 1994), one has the right to print or download fragments of the materials appearing on the Website, for non-commercial purposes, informative and personal, or to copy the material appearing on the website with the intention to disseminate and communicate them within the family circle. Certain names of enterprises, symbols, logos or designs and models which are appearing on the Website could be protected by industrial or intellectual copyright. It is therefore not authorised to use these freely.

The acceptance of the present GTC's may in no circumstances be interpreted in the sense of being equated with obtaining a licence or other user right concerning the information, data, products or protected services by industrial or intellectual copyright.

10. Generalities

10.1. Modification of the present GTC's

Sharonomy reserves the right, at its sole discretion, to modify the Website and/or the present GTC's, included the Reservation Fees, at any moment and without pre-warning.

In such a case, the modified version of the GTC's will be published on the Website and **Sharonomy** will equally send a modification notification to its Members. If the latter continue to access or use the Website after this notification and/or its publication on the Website, they accept de facto the modified version of the GTC's; on the contrary, if the latter does not accept the modification, their sole recourse will be to cease using the Website.

The GTC's will be enforceable to the Members of the Website starting from their publication on the Website, or starting from the modification notification to the Members and cannot be applied to previously concluded transactions.

10.2. Convention of proof

The acceptance of the present GTC's or the signature of the Carsharing Contract by electronic means, included email or text messaging, and between the parties, has the equivalent probative value as would the agreement if it had been concluded on paper.

The computerised records will be saved in computer systems under reasonable security conditions and are considered proof of communications between the parties.

10.3. Applicable law

The provisions of the present GTC's are ruled by the Belgian legislation. Failing an out of court settlement, any dispute relating to the interpretation or the execution of the present GTC's will be subjected to the Brussels Commercial Court, sole jurisdiction.

10.4. Alternative dispute resolution

By way of alternative dispute resolution measure, the Belgian Federal Service of Consumer Mediation has been appointed to receive all demands of out of court settlement of consumer disputes. The service will intervene directly or transfer a complaint to the appropriate service. Anyone residing in Belgium can contact the Federal Service of Consumer Mediation on <http://www.mediationconsommateur.be/en>.

In case of cross border dispute, anyone residing outside Belgium can contact the "Online Dispute Resolution" platform of the European Union on <http://ec.europa.eu/odr>.

10.5. Language

The present GTC's have been originally drafted in French (see <https://www.caramigo.eu/img/cgu/CGU-Caramigo-FR.pdf>). The present translation in English is only indicative and shall never supersede the French version. In the event of discrepancies between the original French version and the present English translation, the French version shall prevail.